

AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



Tender No.: AIESL/MMD/BOM/LM/1-1/4977

DATE: 11.09.2026

COVERING LETTER

Subject: Tender for hiring of Airside Vehicles and Operation and Management of these leased Vehicles at Mumbai for a period of two years.

- a) AI Engineering Services Limited (AIESL), Old Airport, Santacruz (E), Mumbai-400029 invites online bids through GeM portal from authorized agencies for providing Airside Vehicles and Operation and Management of these leased Vehicles at Mumbai for a period of two years.
- b) **Description:** Tender for hiring of Airside Vehicles and Operation and Management of these leased Vehicles at Mumbai for a period of two years.
- c) **Earnest Money Deposit:** Rs. 2,00,000/- (Indian Rupees Two Lakhs only) must be submitted by means of Bankers Cheque/DD/NEFT/RTGS in favour of AI ENGINEERING SERVICES LIMITED, Account No. – 00600310007523, IFSC Code – HDFC 0000060) payable at Mumbai. EMD will not carry any interest and will be adjusted against security deposit.

In addition to existing specified form (i.e., Cheque/DD/NEFT) mentioned above for submission of EMD, the bidder can also submit the EMD through online AIESL Payment Gateway i.e <https://forms.eduqfix.com/aiengineering/add> .

1. DISCLAIMER:

- ✓ The information contained in this tender document or / and any information pertaining to the aforesaid subject matter provided subsequently to the applicants / bidders in any form by AIESL, shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AIESL, prior to award of the Tender.
- ✓ The purpose of this tender document is to provide all bidders with the information that may be useful to them in the formulation of their proposals / bids in response to this tender document. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AIESL, do not purport to contain all / exhaustive information on the aforesaid subject matter that each applicant may require for the purposes of submitting their bids.
- ✓ The assumptions, assessments, statements and information contained in this tender document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this tender document and shall obtain independent advice from appropriate sources at no cost to AIESL.
- ✓ The information provided in this tender document to the applicants is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
- ✓ AIESL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- ✓ AIESL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance by any applicant / bidder upon the statements contained in this tender document.

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- ✓ AIESL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender document, from time to time till close date of tender.
- ✓ The tender document does not imply that AIESL is bound to select a bidder or to appoint the selected bidder, as the case may be, and AIESL, reserves the right to reject all or any of the proposals without assigning any reason whatsoever at any time. The bidder shall bear any and all its costs associated with or relating to the preparation & submission of its proposal / bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIESL or any other costs incurred in connection with or relating to its proposals. All such costs and expenses shall remain with the bidder and AIESL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation for submission of the proposal, regardless of the conduct or outcome of the bid selection process as contained herein.

2. GENERAL TERMS AND CONDITIONS:

- ✓ 'AIESL' as used in the Tender document means 'AI Engineering Services Limited'.
- ✓ "Contract" means the agreement entered into between the Purchase and the Service Provider, as recorded in the contract form signed by the parties including all annexure thereto and appendices therein.
- ✓ "Tenderer" or Seller" or "Bidder" means as used in the Tender document, is one who has submitted the quotation in response to our tender document. It also means the individual or firm or company, who are manufacturers and suppliers, on whom the order for work is placed and shall be deemed to include their approved successors, heirs, executors and administrators, holding company/Group/Group Companies, Conglomerate as the case may be.
- ✓ It is further clarified that any individual signing the tender or other documents in connection with the tender must certify whether he signs as:
 - i) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
 - ii) A partner of the firm if it is a partnership must have authority to refer to arbitration and disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the tender should be signed by all the Partners.
 - iii) Constituted attorney of the firm, if it is a Company.
 - iv) Authorized signatory of the firm.

3. ONE BID PER BIDDER:

A Bidder shall submit only 'one [01] Bid' in the same Bidding Process as single entity. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:

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- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. Bidders are required to submit a confirmation for no conflict of interest with other bidders. Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

- ✓ Alternative Bids shall not be considered.
- ✓ Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details. & DIN Nos. and corresponding documents.

In case of Partnership / LLP: Bidder must submit copy of Partnership /LLP Deed.

In case of Public / Limited Company: Bidder must submit copy of Share Holding details of all shareholders.

- ✓ It is the responsibility of the participating Bidder(s) to assess the relationship as mentioned above. In case any undertaking/declaration given by a Bidder(s) in this regard is found to be false, this would be a sufficient ground for rejection of Bid(s) /termination of contract and also initiation of further action as per Corrupt/Fraudulent/ Collusive / Coercive Practice.

4. STANDARD TERMS & CONDITIONS:

- ✓ AIESL reserves the right to close the tender / reject any / all offers at any stage of tender at its sole discretion.
- ✓ AIESL reserves the right not to consider the bid of any Bidder, blacklist the Bidder for 3 (three) years, if it is determined / noticed at any stage during the tendering process or after release of Contract that the said Bidder has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive practice in order to bid / obtain the Contract. This will also have an impact on other Contracts / POs, the Bidder may have with AIESL where AIESL reserves the right to take appropriate action as deemed fit.
- ✓ AIESL reserves the right to reject / not consider at its sole discretion the bids of such bidders who have been involved in any litigation with AIESL in the last 3 years and / or are at present involved in any ongoing litigation or arbitration proceedings against AIESL. Further, those bidders who have records of poor performance during the last 3 (three) years, as on the date of submission of the bid, such as abandoning the work, rescinding of the contract for which the reasons are attributable to the non-performance of the Bidder or its constituents, inordinate delays in completion and/or have a consistent

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history of litigation / arbitration awarded against the Bidder or any of its constituents or financial failure due to bankruptcy etc. are liable to be disqualified.

- ✓ AIESL reserves the right to reject / not consider at its sole discretion the bids of such bidders have been blacklisted / debarred by any PSU, government bodies in India.
- ✓ Bidders are required to declare if they have any ongoing legal disputes with any government agencies such as 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.
- ✓ Bidders shall bear their own costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery Fees, expenses associated with any demonstrations or presentations which may be required by AIESL or any other costs incurred in connection with or relating to their Bid. All such costs and expenses will remain with the Bidder and AIESL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this Tender process.
- ✓ No bidder shall submit more than one Bid against this Tender. In case more than one bid is received only the last submitted bid would be considered.
- ✓ The Price Bid of only those Bidders who are found technically suitable during technical evaluation would be opened. The opening date and time of Price Bids would be intimated to all the technically qualified Bidders to enable them to attend the price Bid opening.
- ✓ If for some reason, the Bid Due Date/Time or the Bid opening date is declared a holiday, then the Bid Due Date/Time or the Bid opening date will automatically stand extended to the same timings of the next working day. In the event of the receipt of the Bid after the Due Date/Time, the Bid shall be rejected. AIESL reserves the right to reject any Bid in part or full or annul the Tender process without assigning any reasons.

5. SPECIAL CONDITIONS:

- ✓ The location of work is Hangar/Apron areas, at Old Airport. The area is highly security sensitive, and service provider will be required to obtain entry pass from our Security dept.
- ✓ A qualified and responsible supervisor will always remain present at site, when the work is being carried out. He will ensure compliance of standard safety precautions and use of safety equipment.
- ✓ Equipment which are in fit to use and serviceable condition only shall be provided to AIESL. It will be the service provider's sole responsibility to attend break down of equipment, if any, during the operation.
- ✓ Safety of the service provider's personnel / equipment shall be responsibility of the service provider.

6. TENDER PROCEDURE:

- ✓ This tender is strictly a **Two Bid Tender** i.e. Technical Bid and Price Bid. **Both the bids are to be submitted through GeM portal. No other mode of submission will be acceptable.**

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- ✓ The close / due date for submission of bids may be extended at any time, including after the scheduled date of closing, at the sole discretion of AIESL.
- ✓ Amendments or extension of the close / due date, if any, to this tender will be informed via GeM portal.
- ✓ In their own interest, bidders are advised to submit bids, well before the close date / time of tender in order to avoid any last moment glitches. AIESL may not entertain any request for extension of close date and time and reserves the right to accept or reject any such request at its sole discretion.
- ✓ The bidder or their authorized representatives (maximum two) would only be permitted to attend the pre-bid meeting, if any.

7. CONTACT POINT:

For any clarification, please contact the following official.

For Technical Query:

Mr. Kamlesh Prasad, Dy. GM, LM, Email: kamlesh.prasad@aiesl.in

For Commercial Query:

Mr. Arghyadeep Bhattacharjee, Executive-MM (MMD), Email: arghyadeep.b@aiesl.in , Mobile: 7278757581

Mr. Sunil Shende, Dy. GM, PPMM (MMD), Email: sd.shende@aiesl.in

8. AIESL 'S RIGHT TO EVALUATE ELIGIBILITY:

- AIESL reserves the right to require a bidder to submit documentary evidence, in the form and manner that AIESL deems appropriate, to prove that it continues to satisfy the Eligibility Criteria at any time:
 - a. after the last date of bid submission; or
 - b. prior to or after the issuance of the LOI or execution of the Insurance Contract, if such a Bidder is selected as the Successful Bidder.
- AIESL reserves the right to verify all statements, information and documents submitted by Bidders in response to the Tender Document. Any such verification or lack thereof by AIESL will neither relieve the Bidders of their obligations or liabilities nor affect any rights of AIESL under this Tender Document.
- If AIESL is of the opinion that the Bidder does not satisfy the eligibility criteria, then AIESL shall have the right to:
 - a. disqualify the Bidder and reject its Bid; or
 - b. revoke the LOI or terminate the Insurance Contract after acceptance of its Bid by issuing a written notice to the Bidder.
- AIESL's determination of a Bidder's eligibility shall be final and binding. AIESL shall not be liable, in any manner whatsoever, to the Bidder for a rejection of its Bid, the revocation of the Letter of Award (LOA) issued to it or the termination of the Insurance Contract executed with it. Furthermore, any losses suffered by AIESL as a result of such rejection, revocation, or termination, including but not limited to opportunity costs incurred by AIESL, shall be borne solely by the Bidder.

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9. HANDLING OF GRIEVANCES DURING THE TENDER PROCESS:

Any Supplier, Service Provider/ Contractor or consultant that claims to have suffered or is likely to suffer loss or injury as a result of a decision/action/omission of the Procurement Entity may make an application for its review within a period of Five (5) days to Dy. GM-PPMM in the email id- sd.shende@aiesl.in . Successful bidders may seek de-briefing regarding the rejection of their bid, in writing or electronically, within Five (5) days of the declaration of techno-commercial or financial evaluation result.

- ✓ Only directly affected and participating bidders can raise a grievance.
- ✓ Grievances can be raised only for the stage in which the bidder is eligible.
- ✓ **After Pre-qualification:** Only pre-qualified bidders may raise issue about technical/financial bids.
- ✓ **After technical evaluation:** Only technically qualified bidders may raise issues about financial bids.

10. PRE-BID MEETING

- AIESL shall organize an online Pre-Bid meeting with all interested Bidders before the last date of bid submission to provide an understanding of the Bidding Process, the Services, the terms of the Insurance Contract and the services to be provided by the Insurer and to understand any queries, issues or suggestions that the Bidders may put forward.
- The Pre-Bid Meeting will be convened on the date and time specified in the GeM bid document.”
- A Bidder may nominate up to max. two representatives to participate in a Pre-Bid Meeting, provided that the Bidder has notified AIESL of its representatives along with its authority letter to AIESL at least two days prior to the Pre-Bid Meeting.
- Without prejudice to the foregoing Clauses, the Bidders will be free to seek clarifications and make suggestions for consideration of AIESL in the course of the Pre-Bid Meeting.
- AIESL shall endeavour to provide text of the questions raised and the responses, along with the minutes of the Pre-Bid Meeting and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process, within the date specified in the GeM Bid document.
- Any oral clarification or information provided by or on behalf of AIESL at the Pre-Bid Meeting will not have the effect of modifying the Tender Document in any manner, unless AIESL issues an Addendum for the same or AIESL issues written interpretations and clarifications. All such Addendum will be published on GeM portal.
- Attendance of the Bidders at the Pre-Bid Meeting is not mandatory and failure to attend the Pre-Bid Meeting will not be a ground for disqualification of any Bidder.
- Bidders are requested to post their queries 48 hrs in advance of pre-bid meeting date/time and these queries only will be replied during pre-bid meeting.

11. AMENDMENTS TO THE TENDER DOCUMENTS

Issuance of Addenda:

- Up to & until the date that is specified in the GeM bid document, AIESL may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by Bidder(s) at the Pre-Bid Meeting, amend the Tender Document by issuing an addendum.

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- The Bidders are required to read the Tender Document with any Addenda that may be issued.
- Each Addendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum.
- Any oral statement made by AIESL or its advisors regarding the Bidding Process, the Tender Document or the Services or on any other matter related to the Scheme, shall not be considered as amending the Tender Document.

12. AVAILABILITY OF INFORMATION

- The information relating to or in connection with the Services, the Bidding Process and the Tender Document, including all notices issued by AIESL to all Bidders in accordance with this Tender Document; queries and responses or clarifications; minutes of the Pre-Bid Meeting, addenda and/ or the revised Tender Documents shall be uploaded on the GeM portal and the AIESL website and remain published until the last date of bid submission.
- If, at any time prior to the last date of bid submission, a Bidder faces any technical issue or technical error in accessing the GeM portal, AIESL shall not be responsible and the responsibility to bid on the GeM in time shall be the responsibility of the bidder(s).

13. CORRESPONDENCE WITH BIDDERS:

- Save as expressly provided in these Tender Documents, AIESL will not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise.

14. LANGUAGE OF THE BID:

- The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged between the Bidder and AIESL shall be **only in the English language**.
- Any printed literature/ document furnished by the Bidder, if asked for by AIESL as a part of the bid submission documents, may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English in which case, for the purposes of interpretation of the Bid, the English translation shall prevail. In all such cases, the translated literature/ document shall be duly notarized by a public notary. Supporting materials which are not translated into English may not be considered by AIESL during the bid evaluation.

15. DUE DILIGENCE BY THE BIDDER:

- The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Tender Documents at its own cost.
- AIESL shall not be liable to the Bidder for any consequences pursuant to the Bidder's failure to undertake its own due diligence and reliance solely on the information provided in this Tender Document.
- It shall be deemed that by submitting a Bid, the Bidder has:
 - ✓ made a complete, independent and careful examination of the Tender Document and unconditionally and irrevocably accepted the terms thereof.

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- ✓ made careful examination and research of all required information, inputs, conditions, circumstances and factors that may have any effect on its Bid.
- ✓ received and reviewed all relevant information provided by AIESL, as may be relevant to the Bid.
- ✓ evaluated and accepted all the risks, contingencies and other circumstances which may influence or affect the operations under the Tender and agreement.
- ✓ accepted the risk of inadequacy, error or mistake in the information provided in the Tender Document or furnished by or on behalf of AIESL relating to any of the matters related to the Bidding Process or scope of services.
- ✓ satisfied itself about all matters regarding the Bidding Process and the scope of services, required for submitting an informed Bid, in accordance with this Tender Document and performance of all of its obligations.
- ✓ acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Document or ignorance of any of the matters related to the Bidding Process or the scope of services shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from AIESL or a ground for termination of the Agreement by the Successful Bidder; and
- ✓ agreed to be bound by the undertakings provided by it under and in terms hereof.

16. SIGNING OF THE BID

Each Bid including all its pages must be typed or written in indelible ink and should be physically signed by the authorized signatory of the Bidder.

17. EARNEST MONEY DEPOSIT:

Rs. 2,00,000/- (Indian Rupees Two Lakhs only) must be submitted by means of Cheque/DD/NEFT in favour of AI ENGINEERING SERVICES LIMITED, Account No. – 00600310007523, IFSC Code – HDFC 0000060) payable at Mumbai. EMD will not carry any interest and will be adjusted against security deposit.

In addition to existing specified form (i.e. Cheque/DD/NEFT) mentioned above for submission of EMD, the bidder can also submit the EMD through online AIESL Payment Gateway i.e <https://forms.eduqfix.com/aiengineering/add> .

Submission of EMD shall be valid only till due date and time of bid submission. No request shall be entertained regarding submission of EMD after due date and time of bid submission and submitted bids will be outrightly rejected.

- 17.1 Bid must be accompanied with earnest money deposit (i.e Earnest Money Deposit (EMD) also known as Bid Security) in the form of ‘Demand Draft’ / ‘Banker’s Cheque/ Online banking transaction / Insurance Surety Bond’ / ‘Fixed Deposit Receipt’ [in favour of AI Engineering Services Limited payable at Mumbai] or ‘Bank Guarantee’. Bidder shall ensure that EMD submitted in the form of ‘Bank Guarantee’ should have a validity of at least ‘two [02] months’ beyond the validity of the Bid. EMD submitted in the form of ‘Demand Draft’ or ‘Banker’s Cheque’ should be valid for three months.
- 17.2 Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.
- 17.4 AIESL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a ‘Bank Guarantee’, the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an

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International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the

Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.

- 17.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 17.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the '**Award**' and signing the '**Agreement**' and furnishing the '**Security Deposit**'.
- 17.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Bid Validity Period'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt of the "Notification of Award" / Fax of Acceptance [FOA]",
 - (ii) furnish "Security Deposit",
- 17.8 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

17.9 EXEMPTION OF EMD:

The bidders seeking EMD exemption must submit the following valid supporting documents for the relevant category with the Bid:

- Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process.
- Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption.
- KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation.

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- Sellers / Service Provider having annual turnover of ₹ 500 Crore or more, at least in one of the past three completed financial year(s).
- Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
- Central / State PSUs.
- MSEs/MII units registered with the NSIC under its single point registration Scheme/Public Sector Registered with Udyog Aadhar Memorandum (UAM).

17.9 Bidders are required to submit relevant document for exemption from furnishing Earnest Money / Bid Bond.

17.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BGCL. The forfeiture amount will be subject to final decision of BGCL based on other terms and conditions of order/ contract.

17.11 **Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.**

18. SUBMISSION OF BIDS:

Technical Bid:

- ✓ Bidders are advised to study carefully the Terms & Conditions as given in this tender document and submit their **technical bid** accordingly.
- ✓ Bidders are required to download all the documents. Wherever applicable the documents are to be duly filled in with the required details. The filled-in documents along with supporting documents, if any, need to be uploaded on **GeM portal** for technical evaluation purpose. **Uploading of required Documents is mandatory. The documents should not mention any rates / prices. else bidder will be disqualified during technical evaluation.**
- ✓ Bidders are **required to give their acceptance of the terms and conditions as per Documents.** Any deviation from the terms and conditions may lead to disqualification of the submitted bid.
- ✓ The bidder should submit their bid in line with the tender document only or else the same would be liable for rejection.
- ✓ AIESL reserves the right to change this date of opening at its own discretion.
- ✓ **All the supporting documents, as specified in the tender documents that are required for compliance of bid must be submitted with the technical bid.**
- ✓ AIESL reserves the right to call for the original copies of the attached / submitted documents in the technical bid for verification purpose during the evaluation stage. The Technical Bids would be evaluated for compliance in accordance with the tender document. The User Department of AIESL reserves the right at its sole discretion to seek clarification for shortcomings in information/documents from the bidders as deemed necessary for the purpose of evaluation of the bids.

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Price Bid:

- ✓ Bidders are required to **quote for the entire tendered quantity**.
- ✓ AIESL will not accept inclusion of any additional costs, if requested for, after closing of the tender.
- ✓ Submission of incorrect or incomplete information or with arithmetical errors in compilation of the data would be at the bidder's sole risk. The decision of AIESL in such cases would be final and binding.
- ✓ **Total Price considering the required quantities mentioned in work scope quoted in GeM Portal shall only be considered for award. Hence, bidders are advised to quote carefully so that there is no discrepancy arises between financial breakup and quoted price in GeM Portal.**

19. VALIDITY OF QUOTATION, PRICES, GOVT. TAXES / GST

- ✓ The price offered / agreed should remain firm till completion of the contract.
- ✓ No request for increase in price shall be entertained during this period except on account of increase in GST or any other Government levy, if imposed by the Govt. of India. Proof of payment for such increase is to be submitted to AIESL by the successful Bidder.
- ✓ The Bidders should commit to pass on the benefit to AIESL of reduction in statutory taxes, etc. by the Government, during the period of validity of the Contract.
- ✓ During the contract period, if for any reason there is a downward revision in prices, the successful bidder will be responsible for passing on the benefits to AIESL.
- ✓ Increase in Govt. Taxes / GST etc. or any new levies, if imposed by the Govt. of India / State Govt. / Local Bodies, during the contract period will be borne by AIESL, if requested for, by the Successful Bidder/s. However, such request will be considered only if it is substantiated with copies of valid documentary proof of the same and **only if the bidder/s has quoted their rate giving the break-up of Govt. Taxes / GST in their price bid.**

20. AMENDMENTS / EXTENSIONS:

- ✓ AIESL reserves the right to, amend any part / terms and conditions of the tender / extend the due date at its sole discretion.
- ✓ Amendments and clarifications, if any, to this tender will be hosted on the GeM Portal & will be published on website of AI ENGINEERING SERVICES LIMITED. AIESL will not intimate the tenderers individually of the same. The tenderers are, therefore, advised to visit GeM portal / AIESL 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.
- ✓ Amendments, corrigendum, if any, and any extensions of the due date of opening of the Bids, as per the requirements of AIESL, will be uploaded in GeM.

21. ZERO DEVIATION AND REJECTION CRITERIA:

Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their

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Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame, then its Bid shall be evaluated based on the documents available in the Bid.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted.

No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre existed bids and which have not undergone change since then.

REJECTION CRITERIA: Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security / Bid Security declaration, as applicable
- (c) Documents as specified in Pre-Qualification Criteria (PQC).
- (d) Specification & Scope of Work
- (e) Schedule of Rates / Price Schedule / Price Basis
- (f) Duration / Period of Contract/ Completion schedule
- (g) Period of Validity of Bid
- (h) Security Deposit
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Any other condition specifically mentioned in the tender document elsewhere that noncompliance of the clause lead to rejection of bid.

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

22. MODIFICATION AND WITHDRAWAL OF BIDS:

- The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.
- No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD / invocation of action as per Bid Security declaration and rejection of Bid.
- The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

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23. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

- AIESL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for AIESL's action.
- Further, following decisions of AIESL shall not be subject to review:
 - a) Determination of the need for procurement.
 - b) Selection of the mode of procurement or bidding system.
 - c) Choice of selection procedure.
 - d) Provisions limiting participation of bidders in the procurement process.
 - e) The decision to enter into negotiations with the L1 bidder.
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements.
 - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ service provider; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

24. CONFIDENTIALITY:

- Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such a process until the award to the successful bidder.
- Any effort by the Bidder to influence AIESL in the 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

25. BENEFITS / PURCHASE PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSES)/MIS'S:

Applicable as per the GeM Policies.

In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

“In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re- classification, for a period of three years from the date of such upward change”.

Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefits. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

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If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

The benefit of policy is not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

26. BID VALIDITY:

- Bids shall be kept valid for period specified in GeM Portal from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by AIESL as 'non-responsive'.
- In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period on GeM portal. The request and the responses thereto shall also be made in writing or by email (outside GeM, if required). After opening of price bids in GeM Portal, the extension (outside GeM, if any) will be regularized through GeM with L-1 bidder. Bidder may refuse the request without forfeiture of his EMD/Bid Security.
- A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of its EMD for the period of the extension in all respects.

27. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE:

- ✓ The Bidder/s who qualifies for award of Contract will have to deposit with AIESL 5 % (Five percent) of the total value of the Contract, as Security Deposit (SD) within 5 days of notification of notification of acceptance of bid and communication of 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.
- ✓ The Applicable Security Deposit / Performance Bank Guarantee must be submitted by means of Cheque/DD/NEFT in favour of AI ENGINEERING SERVICES LIMITED, Account No. – 00600310007523, IFSC Code – HDFC 0000060), payable at MUMBAI.
- ✓ **In addition to existing specified form (i.e. Cheque/DD/NEFT) mentioned in tender documents for submission of Security Deposit/ Performance Bank Guarantee, the successful bidder can also submit the Security Deposit/ Performance Bank Guarantee through online AIESL Payment Gateway i.e <https://forms.eduqfix.com/aiengineering/add>**
- ✓ The SD is applicable to all bidders including MSME's / Startups.
- ✓ In case of submission of Security Deposit/Performance guarantee is to be paid by way of 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 AI Engineering Services Limited and payable at Mumbai.
- ✓ 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.
- ✓ In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / bank guarantee be invoked.

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- ✓ The Security Deposit / Bank Guarantee will be refunded / returned without interest within 60 days of successful completion of services against the Contract after adjusting for penalties, if any, that may be imposed under the terms of the Contract.
- ✓ Validity of the BG would be for an additional period of 60 days after the scheduled completion of all obligations under the Contract.

28. PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.I 33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME):

Applicable.

29. EVALUATION CRITERIA:

Evaluation of the Price Bids shall be carried out on overall L1 basis. i.e overall L1 will be evaluated for the complete job mentioned in BOQ excluding GST. Based on the evaluation of techno-commercially qualified bidders, the contract will be awarded to the overall L-1 bidder.

In case of a tie at the lowest bid (L1) position between two or more bidders, the order will be placed as per the available GeM policy.

Purchase preference Class-I local supplier will be given as per PPP-MII Policy.

Technical Bids:

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.

Price Bids:

The Price Bids of only those bidders who qualify as per the requirements of Technical Bid would be opened.

30. OTHER TERMS & CONDITIONS:

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

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- ✓ The Party encountering and affected by such causes and event shall inform the other in writing immediately of such an occurrence event and shall use its best reasonable efforts to minimize the economic and other effects and rectify as soon as possible any harm or delay created thereby shall reasonably allocate its available resources, giving priority to their obligations under this Contract.
- ✓ For the avoidance of any doubt, it is clarified that, payment obligations of AIESL shall be excused due to an event of Force Majeure.
- ✓ **Interpretation:** In the event of any difference in the interpretation of any of the clauses of the Contract / Purchase Order / Agreement and / or the Tender documents, the clarification given by **Chief Procurement Officer**, AIESL shall be final and binding.
- ✓ **Arbitration:** Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be resolved amicably by mutual consultation. If an amicable settlement is not forthcoming and dispute is not resolved within 21 (Twenty-One) days, from the date when mutual consultation started, recourse may be taken to settlement of disputes through arbitration as per the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties.

31. **JURISDICTION:** -The **court of Mumbai** only will have jurisdiction to deal with and decide upon any legal dispute what so ever arising out of this tender.

32. **ERRANT BIDDERS:**

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

33. **FRAUDULENT PRACTICES:**

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

a. **“Corrupt practice”** means

1) offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process or

2) save and except as permitted engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement/Work Order as the case may be any person in respect of any matter relating to the Project or the LOA or the Agreement/Work Order who at any time has been or is a legal, financial or technical advisor of the Company in relation to any matter concerning the Contract of anything of value to influence the action of a public official in the procurement process or contract execution;

b. **“Fraudulent practice”** means a misrepresentation/board of directors is the same/omission/suppression/disclosure of incomplete facts in order to influence the tendering process. Forging in order to influence a procurement process or the execution of a contract to the detriment of the AIESL and includes collusive practice among bidders (before or after bid

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submission) designed to establish bid prices at artificial non-competitive levels and to deprive the AIESL of the benefits of free, fair and open competition.

- c. **“Coercive Practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the tendering process.
- d. **“Undesirable Practice”** means
 - 1) establishing contact with any person connected with or employed or engaged by the Company with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the tendering process or
 - 2) having a conflict of interest and
- e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among bidders/prospective Service Providers to restrict or manipulate a full and fair competition in the Tendering Process.
- f. AIESL shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- g. AIESL shall declare a firm ineligible and put on holiday, either indefinitely or for a stated period if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.
- h. AIESL shall rescind the contract forthwith, in case of successful bidder adopting fraudulent/forgery/corrupt practices during the currency of the contract.

34. **BLACKLISTING CONDITIONS:**

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

- a) Adopts fraudulent practices as cited above.
- b) Withdraws after award of the LOA/Work Order/GeM Contract and fails to commence within the specified stipulated period and perform the contractual obligations during the currency of the contract.
- c) Negative feedback from AI and its subsidiaries.

35. **ASSIGNMENT/SUBLET:**

Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting. Sub-contracting by the service provider without the approval of AIESL shall be a breach of contract, unless explicitly permitted in the contract.

Date:
Place:

Bidder Signature:
Name & Designation:
Company Name & Seal:

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Annexure-I

FORMAT OF BID SECURITY DECLARATION INCLUDING MSE's & STARTUP's

(On Bidder's Letter Head)

To,

AI ENGINEERING SERVICES LIMITED

SUB:

TENDER NO:

Dear Sir After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s_____ (Name of Bidder) have submitted our offer/ bid no.

We, M/s_____ (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security. We understand that we will be put on watch list/holiday/ banning list (as per policies of AIESL in this regard), if we are in breach of our obligation(s) as per following:

- (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 AIESL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory.....

Bidding Organization Name

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Annexure-II

SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION (APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)

To,
AI ENGINEERING SERVICES LIMITED
MATERIALS MANAGEMENT DIVISION
OLD AIRPORT PREMISES, SANTACRUZ (EAST)
MUMBAI-400029

SUB.:

TENDER NO.:

Dear Sir

We, M/s _____ (Name of Bidder) confirm that as per the definition of policy we are:

Class-I Local supplier ☐

Class-II Local Supplier ☐

(Bidder is to tick appropriate option (✓) above).

It is further confirmed that M/s _____ (Name of Bidder) meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of%.

The details of the location (s) at which the local value addition is made is as under:

.....

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and AIESL will take action as per provision of tender document.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory.....

Bidding Organization Name

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Annexure-III

UNDERTAKING ON LETTERHEAD

To,
AI ENGINEERING SERVICES LIMITED
MATERIALS MANAGEMENT DIVISION
OLD AIRPORT PREMISES, SANTACRUZ (EAST)
MUMBAI-400029

SUB.:

TENDER NO.:

REF: OM No. 7/10/2021-PPD (1) dated 23.02.2023 of Dept. of Expenditure, Ministry of Finance, Government of India
(<https://doe.gov.in/procurement-policy-division>)

Dear Sir We, M/s_____ (Name of Bidder), have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

(i) Not from such a country []

(ii) If from such a country, has been registered []
with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached) (Bidder is to tick appropriate option (✓) above).

We hereby certify that bidder M/s_____ (Name of Bidder) fulfils all requirements in this regard and is eligible to be considered against the tender.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory.....

Bidding Organization Name

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Annexure-IV

FORMAT FOR SITE VISIT

Ref: _____

Date: _____

To,
AI ENGINEERING SERVICES LIMITED

SUB:
TENDER NO:

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for visiting the site against the above Tender Documents:

[1] Name & Designation _____ Signature _____
Phone/Cell: _____
E-mail: _____ @ _____

[2] Name & Designation _____ Signature _____
Phone/Cell: _____
E-mail: _____ @ _____

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place: _____ [Signature of Authorized Signatory of Bidder]
Date: _____

Name:
Designation:
Seal:

Note:

(i) This "FORMAT FOR SITE VISIT" should be on the "letterhead" of the Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder.

(ii) Bidder's authorized representative is required to carry a copy of this authority letter along with Govt. ID proof while attending site visit.

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PRE-QUALIFICATION CRITERIA - COMPLIANCE STATEMENT

Bidders who fulfil the following eligibility criteria, requirements, and submit documentary proof thereof along with the Technical Bid, will only be eligible for evaluation of the technical bids. Bidders are required to indicate the compliance status for each of eligibility criteria by stating Yes or No.

Sr. No.	Eligibility Criteria	Compliance (Yes / No)	Remarks
1	Whether Bidder is a Proprietorship/Partnership Firm, LLP Etc./Company registered in India under the Indian Companies ACT 1956 OR Indian Companies Act 2013.		
2	<u>Past experience in similar contracts:</u> The bidder must have successfully completed similar kind of work i.e. Renting /leasing / hiring /Operation and maintenance of Electric / CNG/Petrol/Diesel vehicles over the last three years as on 31st March 2026 to any Central/ State Government/ PSU's/ Nationalized Banks/ Reputed Organizations. - Three similar completed service each costing not less than the amount equal to Rs. 7,16,20,070/- (Indian Rupees Seven Crores Sixteen Lakhs Twenty Thousand Seventy). or - Two similar completed services each costing not less than the amount equal to Rs. 8,95,25,088/- (Indian Rupees Eight Crores Ninety Five Lakhs Twenty five Thousand Eighty Eight). or - One similar completed service costing not less than the amount equal to Rs. 14,32,40,140/- (Indian Rupees Fourteen Crores Thirty Two Lakhs Forty Thousand One Hundred Forty). <u>Note:</u> - Supporting documents in form of work order along with Work Completion Certificate / Performance certificate is to be submitted. - Annualized value will be considered for the evaluation purpose in case past experience is for one year only. It is mandatory that the bidder/contractor shall submit copies of the Work Order and the corresponding Work Completion Certificate for the works claimed towards meeting the eligibility criteria of the subject tender. Failure to submit these documents shall render the bid liable for rejection.		

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3	The bidder must possess a valid BCAS security clearance certificate as an Auxiliary Service Provider in India at the time of bid submission. Bid without valid BCAS security clearance certificate as an Auxiliary Service Provider is liable for rejection. However, the successful bidder shall submit the specific BCAS security programme approval for the designated operational location within 30 days of issuing of GeM Contract or Letter of Award (LOA).		
4	Bidder should be registered under PF & ESIC authority as on due date of bid opening. Valid PF & ESIC registration certificate in the name of the bidder should be submitted along with the Technical Bid.		
5	The tenderer should possess an office in Mumbai to facilitate coordination and monitoring the contract. If the L1 bidder does not have an office in Mumbai they have to establish an office in Mumbai within one month of issuance of LOA.		
6	Employees of the Service provider should have to undergo AVSEC training and should obtained AEP, failing which appointment of the employees deployed through service provider stands cancelled. This is for one time exercise only. This cost will be borne by the Service Provider. Service Provider will also be required to bear the cost of AVSEC Training and AEP passes for replacement/ new appointees.		
7	EMD to be submitted along with Technical Bid. Note: Bidder to submit EMD well before the opening of the technical bid. EMD received after opening of the technical bid shall not be considered for evaluation and the submitted bid will be disqualified accordingly. The proof of submission of EMD must be uploaded along with the Technical Bid. The same Physical copy if any should be submitted within 7 days after opening of the technical bid to the following address. Kind Attn: Dy, GM, PPM Material Management Division, AI Engineering Services Limited Old Airport, Santacruz (East), Mumbai – 400 029 Bid without EMD shall be outrightly rejected.		
8	<u>Minimum Average Annual turnover:</u> Minimum Average Annual turnover of the tenderer for last three preceding financial years should be Rs. 5,37,15,053.00/- (Indian Rupees Five Crore Thirty Seven Lakhs Fifteen Thousand Fifty Three) or above.		

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	Supporting documents in form of Audited Annual Balance Sheets & Profit & Loss Account Statement for last three financial years along with turnover certificate issued by CA is to be submitted.		
9	Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than Rs. 5,37,15,053.00/- (Indian Rupees Five Crore Thirty Seven Lakhs Fifteen Thousand Fifty Three). Supporting documents in form of Audited Annual Balance Sheets & Profit & Loss Account Statement along with declaration Certificate issued by the CA is to be submitted.		
10	Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have: ▪ Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or ▪ Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.		
11	As a part of the contract, the Contractor is required to appoint/nominate a supervisor (s) who will supervise, control and give directions to the resource(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor (s) to the Engineer-In-Charge. A copy of the same is also to be sent to HR In-charge and Security In-charge for records.		
12	The contractor shall ensure the KYC of contract workers in EPFO portal at all time during the period of contract and submit a proof of the same to the Engineer-in-charge periodically and also ensure that the nomination of contract workers deployed by him under the said contract is duly updated in the EPFO portal periodically.		
13	Possession of PAN number is a must at the time of application of the tender. Self-attested copy of PAN Number should be enclosed. Additionally, self-attested copy of Income Tax Return of preceding 02 Financial years should also be enclosed.		
14	The bidder must possess GST Registration Number at the time of application of the tender. Self-attested copy of GST Reg. Number should be enclosed. In case, the bidder does not possess the GST Registration Number, they need to give an undertaking that they will apply for and obtain the GST Registration Number, if the subject contract is placed on them by AIESL.		
15	Applicable (CGST & SGST/UTGST or IGST) in %		

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16	Whether in the instant tender items are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST).		
17	Bidder should submit individual directors / Proprietors / Partners Aadhar Card / PAN Card / DIN Details (In case of Public Ltd. / Pvt. Ltd. companies) against the One Bid Per Bidder clause. In case of Pvt. Ltd / Public Ltd. companies' bidder should also submit Share Holders details against the clarification if required.		
18	Bidder should have not been black listed by any of Governments Authority or public Sector Undertaking (PSUs) in the last three years. An undertaking has to be submitted in the bidder's official letterhead.		
19	Bidder should submit the Power of Attorney against the authorized signatory of the bid.		
20	Besides the above eligibility criteria, a team of AIESL Officials may also visit the Factory premises / production facility of the bidder to assess their infrastructure and capability as per AIESL's request.		
21	Tender document should be duly signed, stamped, and completed in all aspects (pages).		
22	This is a no deviation tender. Deviation taken in any clause of the tender shall be liable to rejection of the bids.		

Date:
Place:

Bidder Signature:
Name & Designation:
Company Name & Seal:

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SCOPE OF WORK (SOW)

Hiring of Vehicles, Operation & Management(O&M) of leased Vehicles

A) NATURE OF WORK:

- To provide on rental, vehicles with charging (EV) stations for movement of AIESL resources (manpower and Material) within CSMIA premises and AIESL premises at OLD AIRPORT and NEC, Mumbai.
- To carry out the Operation and Management cum Functional maintenance of AIESL leased vehicles.
- The above vehicles will be on hire for 24 hours a day 7 days a week basis for an envisaged 2,000 KMs per vehicle per calendar month.

B) DETAILS OF VEHICLE:

a. Type of vehicle:

- Hatch back/ Van/ Sedan with passenger capacity of Four (1+4) and space to carry four Tool boxes of size each 10" *10*18", with AC.

- No. of vehicles = 24, Break-up of indicative requirement are:

SN.	Type of vehicle	Indicative requirement
1	AC Passenger Car (EV) Hatch back/ Van/ Sedan with passenger capacity of Four (1+4) and space to carry four Tool boxes of size each 10" *10*18", with AC.	24 Nos.
Total		24 Nos.

- Vehicles will be fitted with following attachments in line with MIAL/DGCA/other regulatory specifications:

- Anti –collision lights
- fitment of speed governors to restrict speed
- Fluorescent reflective side strips on the corners.
- Reverse Horn
- Fire extinguisher
- First Aid kit
- Spare wheels and tool kits at all times.
- Any other fitment if required during the contract validity.
- Vehicles should be fitted with floor mats, cabin lights, handles, door lock etc.

- The number of vehicles during the tenure/beginning of the contract may increase / decrease by 25% subject to requirements of AIESL at that point of time. On demand, the contractor should deploy additional number of vehicles up to 25% of the contracted no., on the agreed rates, terms and conditions within a reasonable time.

- The vehicles inducted in the service at any point of time should not be more than 02 years old. The age of the vehicle will be decided on basis of RC.

- Vehicle(s) to be provided with factory fitted devices such as A/C, Two-wheel Drive and all other major components. Wherever EV(S) are required, same should be provided with factory fitted.

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- g. Vehicle provided must have GPS System installed by the Company and contractor shall have no objection to that. Driver of the vehicle shall be solely responsible for safety and security of such system.
- h. The vehicles shall prominently display the AIESL Logo on the vehicle as per MIAL guidelines.
- i. AIESL reserves the right to discontinue use of any vehicle/model of vehicle due to the change in policy of AIESL management without assigning any reasons and without any liability on its part.
- j. AIESL reserve the right to direct the contractor for implementing any minor modification on the vehicle.
- k. Vehicle(s) would be required for regular and continuous use under the contract period of two (02) years.

C) OPERATIONAL REQUIREMENTS FOR HIRED VEHICLES ON LEASED:

- i) The service provider shall ensure that the vehicles deployed are always in Serviceable and road worthy conditions.
- ii) The service provider should ensure that all the documents including RC fitness, insurance, pollution certificate, Road Tax, permit etc. and any other relevant documents/Licenses essentially required by the R.T.O. and other statutory bodies like MIAL for the operations of the vehicles must be revalidated before the expiry of the due date during the tenure of the contract period. These documents/licenses should be made available in the vehicles during the duty timings.
- iii) The service provider will provide commercially registered vehicles (Commercial Registration for EV is not required if permitted by the Regional Transport Office (RTO). Vendors must comply with applicable RTO guidelines), and the vehicles should have full comprehensive insurance with unlimited risk cover to the vehicle's occupants. In case of break-down of vehicles, it will be the responsibility of the service provider to make alternative arrangements immediately. In the event that alternate arrangements are not made immediately, AIESL shall be within its rights to make alternative arrangements by hiring/arranging another vehicle from any other source and the amount so spent together with 15% administrative charges and applicable penalty, etc. will be fully recovered from service provider's regular bills apart.
- iv) The service provider must ensure that at any given point of time, 24 serviceable vehicles are available for AIESL operations. In case any vehicle becomes unserviceable due to maintenance, servicing, or charging requirements, the same must be immediately replaced by the vendor with a spare vehicle to maintain the minimum fleet strength.
- v) The contractor shall maintain the Vehicles in absolute good working condition. If any Vehicle develops defects while on duty the contractor shall immediately replace it by a suitable substitute vehicle within a period of two hours or arrange satisfactory repairs. In case of failure of the contractor to repair the Vehicles or to provide the substitute vehicle, payment for the day(s) of absence will be deducted, to be calculated on pro- rata basis. If the Company makes alternative arrangement, the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by the Company in addition to deduction of day(s) payment.
- vi) The Contractor shall ensure that the vehicle(s) are kept clean and upholstery with neat seat covers duly washed / dry-cleaned to be provided at an interval as specified by the Engineer- in-Charge.
- vii) The service provider has to ensure the availability of charged EVs during the operation & necessary arrangements for the same shall be made by service provider at his own cost.
- viii) The service provider has to make his own arrangement to procure lubricants, spare parts, etc. Trips made to a charging station for charging, to a garage for maintenance/repair work will not account for payment by AIESL. Charging connections will be installed by the service provider. The electricity bill for charging will be paid by the service provider. Charging points will be removed once the contract ends.

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- ix) The refueling/ maintenance/cleaning/charging of vehicles may be taken up after informing the concerned department and in such a way that all the vehicles are available in fully serviceable conditions during peak flight timings.
- x) Supply of qualified personnel (drivers/operators with valid licenses) by service provider to operate and manage the vehicles under the supervision of AIESL staff.
- xi) Handling the processing and arranging Airport Entry Permits, Airport Driving Permits, Airport Vehicle Permits, and other required clearances for the vehicles and staff by service provider at his own cost.
- xii) Conducting Breath Analyzer tests of personnel deployed by service provider at his own cost.
- xiii) Vehicles deployed should comply all the statutory labour laws.
- xiv) Ensuring daily cleaning of all vehicles, both interior and exterior, and maintaining them in a clean, hygienic, and roadworthy condition.
- xv) Notifying AIESL in advance about any major maintenance or servicing needs, while ensuring all 24 vehicles are adequately fueled/charged and maintained in proper working condition, ready for uninterrupted operations.
- xvi) Adhering to all operational and security regulations set by airport authorities such as AAI, BCAS, MIAL, DGCA, and other relevant agencies, including arranging necessary training (security, apron driving rules, tests, etc.) and obtaining required permits like AVP, VEP, PIC, AEP, ADP, as well as all BCAS and MIAL approvals for vehicles and staff.
- xvii) A logbook is to be kept in each vehicle indicating opening/closing kilometers shift wise, total kilometers run, refueling/charging details, breakdown and related information etc. on daily basis and the same shall be made available for scrutiny of AIESL representatives whenever required. These logbooks will be signed by an authorized signatory of AIESL on shift basis by the respective departments and only such certified kilometers will be payable to the service provider.
- xviii) The driver/contractor shall not carry any unauthorized passenger in the Vehicles on duty hours. In case the same is detected, no payment shall be admissible for the day / days of such occurrence. In case the Contractor /Driver ignores the instructions, the vehicle shall not be accepted, and penalty shall be imposed and in case of no improvement and corrective action, Engineer-in-Charge shall initiate action for de-hiring /cancellation of contract.
- xix) In case any Vehicle is withdrawn from duty by the contractor or if he fails to provide a substitute vehicle or provide a Vehicle which is not in acceptable condition, no payment shall be made to the contractor for those day(s) against the Vehicle and imposing the penalty shall be recovered from the bill(s) of the contractor without any notice.
- xx) The vehicle is to be stationed at designated reporting place and Contractor will be responsible for stationing of the vehicle. In no case AIESL will be responsible for the vehicle.
- xxi) Before and after the duty hours and on holidays (if any), the vehicles deployed for duty should not be used for any other purpose.
- xxii) Speedometer, Kilometer Recorder and other instruments/meter(s) must be maintained at a high standard of accuracy. Any defect noticed by Engineer-in-Charge or his authorized representatives shall be rectified forthwith by the Contractor.
- xxiii) The contractor shall have an office with telephone facility and one supervisor to coordinate the movement of Vehicles. The supervisor or the responsible representative of the contractor shall have to make regular visits to the Company as specified from time to time during currency of the contract. The contractor should intimate his contact telephone numbers of permanent address for communication / correspondence in writing along with his

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offer for correspondence in regard of this contract. Any change in permanent address of the party shall be intimated at least 15 days before such change. The driver should also have mobile phone in working condition. A printed slip/card indicating the vehicle registration no., name of the driver and his mobile no. should be handed over to the commuter immediately while boarding the vehicle.

- xxiv) The Vehicles shall not leave the duty point for any purpose without specific permission of the Engineer-in-Charge.
- xxv) Duty hours and kilometer run of the hired vehicles shall be counted from the reporting time of the hired vehicle at the designated place. No hire charges shall be paid to contractor for the kilometer run from its place of parking to the reporting place & vice versa. Vehicles will be required to report for duty at a particular nominated site/place. In case it is required to report at any other place directly, kilometer run from the nominated site to the reporting site is payable and no other charges shall be paid.
- xxvi) Contractor's staff shall abide by the existing security and safety rules/regulations/precautions as per instructions given from time to time. Contractor and his employees may also be required to pledge secrecy and non-divulgence of the nature of work of the company.
- xxvii) The Company shall not be responsible for any claim/compensation that may arise due to damages/ injuries/ pilferage to Contractor's vehicles/property/drivers, other staff, etc. under any circumstances while the hired vehicle(s) is engaged on duty.
- xxviii) Contractor shall be solely responsible and indemnify the Company against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him. However, Royalty @ 30% plus GST on the Total monthly charges and infrastructure charges levied by MIAL vide Circular No MIAL/LM/Land Rate 26-27/01 dated 4th April 2026 will be reimbursed by AIESL at actual.

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SPECIAL TERMS & CONDITIONS

1. The Special Condition of Contract shall be read in conjunction with the Scope of Work and any other documents forming part of contract, wherever the context so requires.
2. Wherever, it is mentioned in the specifications that the SERVICE PROVIDER shall perform certain job or provide certain facilities, it is understood that the SERVICE PROVIDER shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
3. The intending bidder shall be deemed to have visited the site. Non familiarity with site conditions and unawareness of SCOPE OF WORK will not be considered a reason either for extra claim or for not carrying out work in strict conformity with specifications.
4. Contractor will not do any extra work leading to any extra payment, without permission of EIC.
5. Bids of Joint Venture/ Consortium not acceptable.
6. Vehicles deployed should complying all the statutory labour laws.
7. **On award of contract, the successful bidder shall arrange Airport Entry Passes for its personnel from BCAS at its own cost. The successful bidder's employees entering the aircraft/ tarmac shall always carry valid passes/ permits issued by BCAS.**
8. **The successful bidder shall also arrange for Airport Vehicle Permit (AVP) for the leased vehicles along with the Aerodrome Drive Permit (ADP) for the Operators/Drivers of these vehicles. The charges for Airport Vehicle Permit (AVP) will be paid by AIESL.**
9. During the period of the contract, AIESL can increase/ decrease the number of vehicles on the same rates, terms and conditions as stipulated in the contract and same shall be obligatory and binding on the contractor to execute any such order.
10. Workmen's compensation insurance policy shall be submitted before execution of work. In case of any loss to the individual property or assets of AIESL, the contractor is liable to pay the compensation to the individual and/or AIESL. The SERVICE PROVIDER will ensure the validity of Workmen's compensation Insurance Policy for the workers deployed at site.
11. Subcontracting/Franchising in any form is strictly prohibited. In case, it is found that the Tenderer has resorted to subcontracting/franchising in any form, the AIESL reserves the right to terminate the contract, forfeit the security deposit or invoke bank guarantee & initiate legal action at the cost & risk of the Tenderer.
12. The vehicles, taken on hire with the approval of the Engineer-in-charge for regular duties under the contract shall not be changed/replaced by the contractor normally during period of contract except for its being defective in which case another hired vehicle of equivalent or higher specifications/model shall be provided by the contractor. The replaced vehicle will be accepted only if it has all valid documents for which the decision of the Engineer-in-charge or its Authorized Representative of BGCL will be considered as final.
13. The period of contract shall be valid for a period of two (02) years from the date of GeM Contract/ LOA.
However, successful bidder has to provide the prescribed vehicle as soon as possible or within 30 days from the date of LOA / GeM Contract.
14. In case, contractor fails to provide the prescribed vehicle within 30 days from the date of GeM Contract/ LOA, penalty shall be imposed & as shown here in under: -

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DELAY PERIOD	PENALTY AMOUNT
Beyond 30 th day	Rs. 1000/ day / vehicle

15. If the vehicle is not deployed even after 60th day from the date of LOA, then the contract may be cancelled without prejudice the Company's right to forfeit the Earnest Money Deposit/ Security Deposit and other rights available under the contract.
16. The Defects Liability period (DLP) will be **three (03) months** from the date of completion of work. AIESL will retain 5% of contract value as Security Deposit for this period. The contractor will attend all defects arising during this period at no extra cost. The response time will be next working days and the defects will be attended within maximum 5 working days. Alternately, this security deposit can be in form of a Bank Guarantee of equal amount for one year period. All interim and final bills will be submitted in 2 copies along with 2 copies of duly signed Joint Measurement sheet for the work done.
17. Registration with Labour Commissioner: If necessary, Contractor shall be required to register with Labour Authority of appropriate Government having jurisdiction as per "Contract Labour Rules 1971", or any other labour rules / regulations/laws, applicable from time to time. This shall be required immediately after the acceptance of the Tender. Contractor shall comply with all the applicable Labour Laws.
18. Contractor will be fully responsible for any and all disputes arising out of any Labour Act, Motor vehicles Act, Income Tax Act, Payment of Wages Act, Pollution Control Act, Mines Act, EPF Act, Industrial Disputes Act etc. and will settle the same at his own. It is the responsibility of Contractor to pay the driver/ any employee as per labour law /Payment of Wages Act in force and in case of failure of any claims, Contractor is personally responsible.
19. The Contractor shall comply with all the applicable leave Rules including leave with wages in terms of applicable labour legislations i.e. Factories Act, 1948 / Shops & Establishment Act/ Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965, The Motor Transport Workers Act, 1961. The Contractor shall extend the leave with wages and maintain the Register of Leave pertaining to the resource deployed. The payment towards un-availed leave, as per the Factories Act, 1948 / Shops & Establishment Act, The Motor Transport Workers Act, 1961, shall be settled with the resource at the time of closure of the contract or separation of resource from the contract by the contractor.
20. The Contractor shall have independent PF code no. with the RPFC as required under the Employees' PF & Misc. Provisions Act, 1952.
21. The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under the Employees' Provident Fund Scheme 1952, the Employees' Pension Scheme 1995 & the Employees' Deposit Linked Insurance Scheme, 1976 to the resources deployed by him.
22. The Contractor is required to submit copies of separate e-Challans / ECR along with proof of payment/receipt in respect of resources engaged through this contract only, on monthly basis. Common challans would not be acceptable in AIESL. The Contractor should submit copies of previous months EPF e-Challans / ECR along with current month's bill. The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer-in-charge to confirm the status of payment and names of the resources deployed.
23. PF is mandatory irrespective of the number of resources deployed by the Contractor under this contract. PF membership and deposit of PF contribution is also mandatory even if the wage payment to the resource is exceeding the prescribed monthly wage ceiling (i.e., Rs. 15,000/-) under the Employees' PF & Misc. Provisions Act, 1952 and in such case the liability of the Contractor towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time (i.e., Rs. 15,000/- currently).
24. The Contractor is required to take a Group Personal Accident Insurance Policy with coverage of Rs. 5 Lakhs (covering death, permanent disability + partial disability) per resource for the entire period of contract covering all resources deployed under the contract.
25. The Contractor shall have his own ESI code No. allotted by Employees' State Insurance Corporation (ESIC) as required under the Employees' State Insurance Act, 1948.

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26. Contractor shall exclusively be liable for non-compliance of the provisions of any act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract. Contractor shall undertake to indemnify the Company against all actions, suits, proceedings, claims, losses, damages, etc. which may arise under "Minimum Wages Act", "Personnel Injury", "Company Insurance Act", "E.S.I. Act", "Fatal Accident Act", "Workmen Compensation Act", "Shops & Establishment Act", "Employees Provident Fund Act", "Family Pension & Deposit Linked Insurance Scheme" or any other act or statute not specifically mentioned herein but having any direct or indirect application for the persons engaged under this Contract.
27. In the event of any accident or damages while the vehicle(s) is on the duty of AIESL shall be completely free from any liability of any nature connected with the accident/damage(s). The contractor himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or any person(s) or damage to any property or person. This includes any third-party claims. However, if the damage or loss is incurred by AIESL or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, the contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by AIESL on this account.
28. Contractor will be solely responsible for any consequences under laws, arising out of any accident caused by the vehicle(s)/equipment to the property or personnel of AIESL Contractor shall also be responsible for any claim/compensation that arising out of such damage or injuries sustained by any third party including loss of life permanent injuries etc., by his/their vehicle(s), in addition to damages/disabilities/death etc. caused to the employees and the property of the company. Contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by the AIESL on this account.
29. It is the responsibility of the contractor to inform the user of the vehicle as well as the Engineer-in Charge or his authorized representative occurrence of any accident as early as possible to avoid any disruption to the company's operations, provide substitute vehicle and submit a detailed report to the Engineer-in Charge or his authorized representative within 24 hrs for the record of Company.
30. **Hired vehicle(s) should be fully / comprehensively insured by the contractor, at his own cost covering all risk and liabilities including strike & riots.**
31. **Contractor shall also insure and provide insurance cover to its staff including driver and cleaner, if so deployed with the vehicle.**
32. Contractor shall provide proper upholstery for the vehicle along with a pair of uniforms of 'White color' or any other as approved by Engineer-in-charge, stitched in standard uniform pattern & shoes to every driver provided with the vehicle(s). In case, the driver is not presenting himself for duty in proper uniform, penalty "@Rs.200/- per such occasion" will be imposed on Contractor. Decision of "EIC" will be final & binding on the Contractor in this regard.
33. **COMPLIANCE OF LABOUR LAW:**
 - i) The Successful Tenderer shall be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to his employees. The Successful Tenderer shall duly comply with all Central and State Acts, laws, statutory rules, regulations, bye-laws as applicable or which might be applicable to the Service Provider/Successful Tenderer. including Contract Labour (Regulation and Abolition) Act, 1970.
 - ii) The Successful Tenderer shall at all times indemnify and keep indemnified the Company AIESL where the services are being provided against any / all claims under the Workmen's Compensation Act; Payment of Wages Act, Payment of Bonus Act Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s) or statutory amendments / modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury / death sustained by any worker or other personnel of the Bidder or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made there under, by any person whether in the employment of the Bidder or not, who provided or provides the said Services under this Agreement.

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- iii) The Successful Tenderer shall undertake to comply with the applicable provision of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this Agreement. The Bidder shall further observe and comply with all Government Laws concerning employment of staff employed by the Bidder and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Bidder is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of Law.
- iv) The Successful Tenderer shall ensure that their firm is covered under the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act having its independent Code number. Thus, the bidder shall ensure that all the eligible employees are covered under these Acts.
- v) The Successful Tenderer while submitting bills to AIESL as above shall also render documentary evidence with an undertaking of the deposits of Provident Fund / ESI contributions made by the min respect of the workforce under consideration for payment of wages, failing which, the payment of the bill by the AIESL shall be withheld until such compliance.
- vi) At no stage of the Contract shall the employees of the Successful Tenderer be deemed to be employees of AIESL the Successful Tenderer shall be liable not only to pay wages to his employees but overtime, any compensation, notice pay, gratuity or bonus as payable and the Principal Employer shall not be held liable for any obligation of the Successful Tenderer. Further the Successful Tenderer shall be responsible for providing facilities such as canteen, transport and medical to his employees as it shall not be binding on AIESL to provide these facilities to the persons deployed by the Successful Tenderer. The Successful Tenderer shall make arrangements to provide proper and valid identity cards to the employees.
- vii) In case, while on duty and during the course of engagement in the work premises of AIESL under this Agreement, if any of the Successful Tenderer's workforce meet(s) with any injury indisposition due to the accident or other natural calamities, the Bidder shall ensure that immediate and adequate medical aid viz. First aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, the Bidder shall also be liable for meeting with statutory liabilities under the Employee's State Insurance Act, 1948.
- viii) The Successful Tenderer shall perform the work assignments to the best satisfaction of AIESL. In case of unsatisfactory performance, intimation shall be given in writing to the Successful Tenderer and AIESL reserves the right to cancel the Contract forthwith after due notice period. In that event the legal payments made to the workforce of the Bidder shall be fully recoverable from the Bidder from his Security deposit/outstanding bills.
- ix) The Service Provider shall maintain proper record/registers as required under the Contract Labour (Regulation and Abolition) Act 1970 or any other Acts, Rules and other relevant enactments thereon. The Records / Registers shall be produced for Verifications / Inspections as and when required by AIESL. AIESL reserves the right and power to check regarding statutory payments of Wages, ESI, EPF, GST, as considered necessary. The Bidder shall possess a valid license for the jobs being carried out. The said licenses and permission issued by statutory authorities shall be renewed from time to time and kept valid during the currency of the contract.
- x) The Service Provider shall be the employer of his personnel and AIESL shall not be held partially or fully responsible for any dispute that may arise between the Service Provider & his Personnel.
- xi) It shall be sole responsibility of the Service Provider to settle disputes if any, arising out of the engagement between the Service Provider and the personnel engaged by them. The management of AIESL shall not in any way be responsible, in the event, the personnel approaches to the competent authority, under any Labour Act or the Court, the entire expenses in this behalf shall be borne by the Service Provider. For any failure, the Service

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Provider shall alone be responsible for all action initiated by the Enforcing Agencies of the Government & others, including penalties imposed thereon and AIESL shall have no obligation towards them.

- xii) The Successful Tenderer hereby confirms that the said Successful Tenderer, have registered their firm / company with each and every authority under all applicable provisions of law, requiring registration and Bidder further confirms that all licenses required under each and every applicable provisions of law had been granted to the said Bidder and that the provisions of Contract Labour (Regulations and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees State Insurance Act 1948, Payment of Wages Act 1936, Workmen's Compensation Act 1923 and Minimum Wages Act 1945, Employer Liability Act 1938 are being followed by the said Bidder in strict compliance thereof. The Bidder shall ensure that all returns that are required to be submitted under the applicable labour laws shall be submitted from time to time.
- xiii) 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 following month.
- xiv) The Successful Tenderer shall strictly ensure that Minimum Wages as stipulated by the appropriate Government is paid each month to the workmen deployed by them. Any revision in minimum wages notified by the Competent Authority shall be reimbursed by AIESL in accordance with tender terms. The Bidder shall issue salary slips to each of the workmen engaged by them every month in respect of the wages paid. The Bidder shall ensure that the workmen deployed by them are granted a paid weekly off. This shall be a mandatory compliance.
- xv) The Successful Tenderer shall not engage any workmen below the age of 18 years. The Successful Tenderer shall produce age proof in respect of the workmen deployed by them, if required by AIESL.
- xvi) As per the statutory provisions under the Factories Act, 1948 (Maharashtra Rules), Contract Labour (Regulation & Abolition) Act, 1970, Maharashtra Labour Welfare Fund Act, 1953, and other applicable labour welfare legislations, it has been observed that specific registers and records are required to be mandatorily maintained by the Contractor for contract workers.
- xvii) To avoid any liabilities on AIESL, the contractor will be completely responsible for maintaining all statutory registers, returns, and records as required under applicable labour laws, including but not limited to:
 - 1. Register of Contractors' License & Validity (to be obtained from State Government and valid for the during entire period of contract or completion of work.)
 - 2. Workers' compensation policy should be drawn at Mumbai location as work location is in the state of Maharashtra.
 - 3. All workers to be employed with contractor's agency along with the documentation like appointment, wage slip generated on monthly basis.
 - 4. Contractor should provide the safety helmet, safety shoes and other necessary equipment's as per requirement and suggested by Safety Officer, AIESL during the repair work.
 - 5. General Registers under Contract Labour (R&A) Act, 1970
 - 6. Register of Workmen Employed by Contractor (Form XIII)
 - 7. Employment Card for each worker (Form XIV)
 - 8. Service Certificate to workmen (Form XV)
 - 9. Muster Roll (Form XVI)
 - 10. Register of Wages (Form XVII)
 - 11. Wage Slip (Form XIX, issued monthly to each worker)
 - 12. Register of Deductions (Form XX)

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13. Register of Fines (Form XXI)
14. Register of Advances (Form XXII)
15. Register of Overtime (Form XXIII)
16. Register of Bonus (Form C under Payment of Bonus Act)
17. Accident Register

34. Registers Contractor Must Maintain (Mandatory)

- Muster Roll (Attendance)
- Register of Wages
- Wage Slips (Monthly)
- Register of Overtime
- Register of Deductions / Fines / Advances
- Register of Workmen Employed by Contractor
- Employment Cards & Service Certificates (Appointment letter)
- PF & ESI registers + challans.
- Accident Register & First Aid Register
- Register of Leave with Wages
- Health Register (hazardous operations, if applicable)
- Bonus Register
- Compensatory Holidays Register
- E-Sharm Card of each worker who is to be employed for the work on daily/monthly wages.
- First-Aid and Fire & Safety Training along with the Certificate to be provided for all workers.
- Medical Certificate issued by Certified Surgeon of every worker before the deployment (FORM 7 Health Register)
- Age proof & ID records of each worker (Permanent address as well local address with local police verification)
- Registers & Records under Maharashtra Labour Welfare Fund Rules: -

35. Contractor must maintain:

- Register of Wages & Attendance (already required under CLRA/Factories Act – used as base for LWF).
- Register of Contributions (showing deduction of employees' share and employer's matching contribution).
- Challan Copies – for deposits made into the Labour Welfare Fund.
- Returns: Half-yearly return to be filed with MLWB along with payment challan.

36. RECOVERY OF SUM DUE:

- a) As per the contract entered between AIESL and the Successful Tenderer, if any sum of money is recoverable from the Successful Tenderer, AIESL shall be entitled to recover such sum by appropriating in part or full from the Security Deposit already deposited by the Successful Tenderer or from their outstanding bills.
- b) In the event of the Security Deposit being insufficient, the balance or the total amount recoverable, as the case may be, shall be deducted from any sum due to the Successful Tenderer, under this, or any other contract between the Successful Tenderer and AIESL. Also, shall this amount be insufficient to cover the said full amount recoverable, the Successful Tenderer shall pay to AIESL the balance amount, if any, within 30 days of the demand made by AIESL.
- c) If any amount due to the Successful Tenderer is so set off against the said Security Deposit, the Successful Tenderer shall have to make good the said amount so set off to bring the Security Deposit to the original value immediately, and in any event not later than 10 days of the depletion of the original value.

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- d) AIESL reserves the right to recover from the Successful Tenderer's periodical payments, for any loss or damage caused to plant / equipment / machinery / building or any other property of AIESL by negligence or due to any other reason of successful bidder's employees, whatsoever.

37. INDEMNITY:

- i) The Successful Tenderer shall indemnify AIESL against third party claims arising out of equipment malfunctioning / mishandling or acts and deeds on the part of Service Provider's personnel deployed for the work. The Successful Tenderer shall also indemnify to reimburse any loss or damage by its personnel to AIESL personnel or property including Aircraft, machinery, equipment or buildings. In case, any such amount is not deposited / paid to AIESL, the same shall be deducted from Security Deposit/ Bills / Future payments due to the successful tenderer.
- ii) In the event, AIESL pays or is made responsible to pay the compensation for / towards non-compliance of statutory and labour provisions/ any other reason, the Successful Tenderer shall indemnify and keep indemnified AIESL to the full compensation in this regard.
- iii) In case of injury or loss of AIESL staff due to any act or deed of employee of Successful Tenderer or due to an accident, the Successful Tenderer shall arrange to pay AIESL employee or AIESL employee's legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the Successful Tenderer. The legal costs shall also be borne and paid by the Successful Tenderer.
- iv) In case of any financial liability imposed due to/ in the course of Service rendered by the Successful Tenderer, upon AIESL of any nature whatsoever, the Successful Tenderer shall be liable to make the said liability good forthwith failing which AIESL shall have the right to recover the said amounts by withholding payments/ forfeit deposits/ recover from amounts payable to Service Provider along with any penalty and interest thereof.
- v) It is hereby clarified that the Successful Bidder shall be solely liable for accidents, injuries, death and/or damages caused to any individuals and/or property of AIESL and/or any third party, due to gross negligence of its employees, during performance of their duties under the Contract and shall indemnify, AIESL and/or its employees, from costs or liabilities, arising therefrom (including reasonable counsel fees and legal cost).
- vi) The Successful Tenderer shall indemnify and hold AIESL harmless from and against any liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Implementation Partner or its personnel and from any illegal use of any tool or software by the Implementation Partner. Indemnification shall be limited to direct claims, fines, penalties, only when Bidder is solely and directly attributable to it. Bidder would defend at its own cost.
- vii) The Successful Tenderer shall indemnify against any clause elsewhere as referred to in this tender document which specifies so.
- viii) In case of any financial liability/ Fine imposed upon AIESL of any nature whatsoever, the service provider shall be liable to make the said liability good forthwith failing which AIESL shall have the right to recover the said amounts by withholding payments/forfeit deposits/ recover from amounts payable to service provider along with any penalty and interest thereof.

38. COMPLIANCE OF SECURITY REGULATIONS:

- i) The successful Tenderer shall ensure compliance and shall be solely responsible to adhere to all the safety and security regulations of AIESL, or any other agency like MIAL etc. for personnel and vehicles deployed by them.

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- ii) The successful Tenderer shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies/Legal Authorities from time to time, with regards the provisions of services. As well all such clearances/licenses shall be current.
- iii) The successful Tenderer shall provide to AIESL all personal details (name, father's name, age, permanent address & present address) along with passport size photograph, of its employees, and proof of age and educational qualifications who shall be working under this contract at the respective airports and shops/ plants/ hangars located at NEC/ OAP, wherever necessary. AIESL shall arrange to issue a letter of intent (LOI) on the Successful Service Provider before the release of formal Work Order to enable the Service Provider to apply for the Entry Pass in time before the commencement of this contract. Any violation of security regulations and indulging in illegal activities including but not limited to smuggling/ theft/ act of sabotage/ pilferage of property by successful Tenderer's personnel shall be at the cost / risk of successful Tenderer and shall be liable for all the legal consequences thereof.
- iv) The successful Tenderer shall ensure a prior verification of character and antecedents of its personnel from local/ Mumbai Police (Police clearance certificate) before deployment, in AIESL as it is a "protected industry" and Airport Hangar as "protected area", wherever necessary. Every employee's photograph, copy of Police verification of character and antecedents are to be furnished to AIESL Security along with an undertaking to bear the cost and risk in case of adverse situations arising out of their personnel/ and their act. It shall be successful tenderer's responsibility to submit/ surrender the Airport Entry Passes (AEP) of its employees immediately to AIESL when demanded.
- v) The personnel so deployed must be in possession of photo identity cards provided by the successful Tenderer under its signatures, company's name, and seal apart from Entry Passes issued by AIESL for entry to be shown if and when demanded by AIESL's officials.
- vi) The successful Tenderer shall have a system to issue/ retrieve AEP/ Entry Passes to/ from their employees while they report or leave the AIESL/ premises, to ensure that their employees are not misusing the AEP/ Entry Passes.
- vii) The successful Tenderer shall have a system to surrender the Expired/ Lapsed/ Terminated Entry Pass of its employees to the issuing authority.
- viii) **On award of contract, the successful bidder shall arrange Airport Entry Passes for its personnel from BCAS at its own cost. The successful bidder's employees entering the aircraft/ tarmac shall always carry valid passes/ permits issued by BCAS.**
- ix) **The successful bidder shall also arrange for Airport Vehicle Permit (AVP) for the leased vehicles along with the Aerodrome Drive Permit (ADP) for the Operators/Drivers of these vehicles. The charges for Airport Vehicle Permit (AVP) will be paid by AIESL. Any lapse noticed on the part of any employee of successful Tenderer involved in theft/pilferage/malpractices shall be inquired into by AIESL Security/other officials and suitable action including legal proceedings shall be initiated for breach of contractual liability along with penal provisions of various laws.**
- x) AIESL reserves right to impose penalty on the successful tenderer apart from AIESL's right to take appropriate legal action.
- xi) The successful tenderer shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies/ Legal Authorities including MIAL and BCAS from time to time, with regards the provisions of services.

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- xii) It shall be the responsibility of the successful tenderer to ensure that no unauthorized personnel other than those deployed by it specifically for the services, gains access to the Airport premises where and when the services are to be provided.
- xiii) The successful bidder at its own cost shall obtain security clearance to comply with requirement of Rule 92, of Aircraft Rules 1937 (amended in 2009) from the BCAS Hqrs., before commencement of the work. The successful bidder shall be solely responsible for all the safety and security regulations of AIESL, MIAL, AAI or any other agency associated with airports activity and shall ensure its strict adherence and compliance by personnel deployed by them.
- xiv) Any violation of security regulations and indulging in illegal activities including but not limited to smuggling / theft. by successful bidder's personnel shall be at the cost / risk of successful bidder and shall be liable for all the legal consequences thereof.
- xv) The successful bidder shall ensure a prior verification of character and antecedents of its personnel from local Police before deployment AIESL being declared as "Security sensitive area". Every employee's photograph, copy of Police verification of character and antecedents and successful bidder undertaking to be furnished to AIESL's Security Department, before its deployment for rendering the services.
- xvi) The successful bidder shall provide at its own cost the proper uniforms (bearing company name and logo) of distinct colour for the personnel deployed for performing the services for ease of identification.
- xvii) The personnel so deployed must be in possession of photo identity cards provided by the successful bidder under its signatures; company's name and sell which must be produced when demanded by AIESL officials.
- xviii) Any lapse noticed on the part of any employee of successful bidder involved in the pilferage /malpractices shall be inquired into by AIESL Security / other officials and suitable action including legal proceedings shall be initiated for breach of contractual liability along with applicable penal provisions of various laws.
- xix) The successful bidder shall take responsibility for good conduct of its employees in AIESL / airport premises. If any of the successful bidder's employee is involved in any theft / pilferage of property. AIESL reserves the right to impose penalty on the successful bidder apart from AIESL right to take appropriate legal action.
- xx) The successful bidder shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies /Legal Authorities including Airports Authority of India/MIAL from time to time, with regards the provisions of services.
- xxi) The successful bidder shall provide to AIESL all personal details (name, fathers name, age, permanent address & present address) along with passport size photograph, of its employees, and proof of age and educational qualifications who shall be working under this contract.
- xxii) The successful bidder has to obtain height permits and fire permits on everyday basis till the work is completed. The bidder has to arrange for mechanical equipment like cherry picker cranes at their own expenses to carry out subject work and no additional charges shall be claimed separately.
- xxiii) The Successful Tenderer shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies / Legal Authorities from time to time, with regard to the provisions of services.

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40. RECOVERY(S) IN THE EVENT OF FAILURE(S) BY THE SERVICE PROVIDER(S):

A) Penalty with respect to Hiring of Vehicles.

i) Providing prompt, punctual, efficient, safe, courteous, and quality service is the essence of the contract. In case of non-compliance of the terms & conditions of the contract, following operational penalty shall be recovered from the monthly bill/ bank guarantee:

ii) Vehicle not available to AIESL for any reason attributable to Service Provider would be penalised with a penalty of Rs. 500 per Hr.

iii) Penalty if any, shall be deducted from the future / pending bills of the contractor. In case the amount recoverable is more and not made good by way of deductions from the bills, the security deposit shall be forfeited to recover the amount due.

B) Penalty with respect to Operations & Management.

i) Timely service as per requirement of user department is essence of the contract. In case of failure on part of the service provider to comply with any one or more of the terms of the contract, the applicable penalty clause /s listed below shall be invoked.

ii) Personnel of the service provider deployed found indulging in illegal / antisocial activities or intoxicated etc. while on AIESL duty is not permissible and should be replaced. A penalty of Rs 5,000/- per incident shall be levied.

iii) If vehicle is not available due any reason such as drivers not provided, fuelling not done etc, which are attributable to the service provider Rs.500 per Hr. of non-availability.

iv) Vehicle not clean will attract penalty of INR 200/ incident.

v) The penalty if any levied shall be recovered from the monthly bills. In case the amount recoverable is more and not made good by way of deductions from the bills, the security deposit shall be forfeited to recover the amount due.

vi) Non-deployment of similar / matching type of vehicle when the deployed vehicle is taken away for routine-servicing / maintenance Rs. 1,000.00 per Day / per vehicle shall be levied.

vii) In case of air conditioned vehicles, if the AC is not working Rs. 500.00 per day per vehicle /day shall be levied.

viii) Reporting of non-compliance of any applicable statutory labour laws by contractor, including non-payment / late payment / short payment of wages Rs.1000/- per resource per wage period shall be levied.

ix) For each occasion of non-wearing of uniform, including shoes by the drivers Rs. 200.00 per Incident/ per day shall be levied.

x) Without any prejudice to the above penalty clauses, AIESL reserves the right to take all the remedial actions provided under the Law in case of non- fulfilment of contractual obligations by the service provider.

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INDEMNITY BOND

THIS INDEMNITY BOND is executed on this _____ the Day of _____ 2026 by _____ having, its Registered Office at _____ hereinafter referred to as Service Provider (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successor and assigns).

Whereas _____ (name of the Service Provider) shall enter into an agreement with M/s. AI Engineering Services Limited, a Company hereinafter referred to as “AIESL” incorporated in New Delhi under Companies Act, 2013 having, its Registered Office at 2nd Floor, CRA Building, Safdar Jung Airport Area, Safdar Jung Airport, Central Delhi, Delhi 110 003 (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successors and assigns)

And whereas the Service Provider by means of an agreement shall provide **Vehicle Leasing / Operation & Management of leased vehicles Services** to AIESL at Mumbai, NEC/Outstations under Western Region as per indicative list and amended from time to time as per company policy.

1. The terms and conditions specified in the Tender DocumentdatedWe agree to keep AIESL indemnified against any claims / cost / damages and penalties in respect of breach of any Labour Laws currently applicable/in force and amended from time to time as per company policy.
2. Tenderer shall have third party liability Insurance cover of minimum Rs.20 Lakhs to cover any incident or accident carried out by employee of the contractor.
3. We hereby undertake to fulfill all the terms and conditions specified herewith with regard to labour compliance under all applicable laws currently in force and amended from time to time as per company policy.
 - a. We shall be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to our employees. We shall duly comply with all Central and State Acts, laws, statutory rules, regulations, bye-laws as applicable or which might be applicable to us for rendering services to AIESL which is MRO.
 - b. We shall at all times indemnify and keep indemnified the Company against any/all claims under the Employee’s Compensation Act; Payment of Wages Act, Payment of Bonus Act; Employees’ Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees’ State Insurance Act or any other Act(s) or statutory amendments / modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury / death sustained by any worker or other personnel deployed by us or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made thereunder, by any person whether in our employment or not, who provided or provides the said Services under this Agreement.
 - c. We shall indemnify AI Engineering Services Limited at all times against any damages so caused to the Company on account of failure on our part to obtain such licenses and permission. This indemnity Bond is being furnished by us on non-judicial stamp paper of Rs. 200/- duly notarized as per Annexure F of the tender document. Copy of the Indemnity Bond to be furnished is attached as **Annexure E**.

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

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

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

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

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

- g. We/our Company/Organization shall ensure that our firm is **registered** under the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act having **its independent Code number**. Thus we/our Company/Organization shall ensure that all the eligible employees deployed by us are covered under these Acts.
- h. **We/our Company/Organization shall ensure that all mandatory contributions in respect of Provident and ESI are mandatorily paid to the concerned authorities latest by 15th and 21st of the following month.**
- i. While submitting bills to AIESL as above, we shall also render documentary evidence with an undertaking of the deposits of Provident Fund / ESI contributions made by us in respect of the workforce under consideration for payment of wages, failing which, the payment of the bill by the Company shall be withheld until such compliance. Copy of the format for details to be furnished will be as per Annexure G of the tender document.

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- j. In case, while on duty and during the course of engagement in the work premises of the AIESL under this contract, if any of the workforce deployed by us meet(s) with any injury indisposition due to the accident or other natural calamities, we shall ensure that immediate and adequate medical aid viz. First-aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, we/our Company/Organization shall also be liable for meeting with statutory liabilities under the Employee's State Insurance Act, 1948 and **all other applicable statutes for the time being in force and amended from time to time.**

Other relevant Acts which are applicable:

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

Personnel related compliance:

- l. We/our Company/Organization shall not engage any workmen below the age of **18 years or above the age of 45 years**. We/our Company/Organization shall produce age proof in respect of the workmen deployed by us.
- m. It is confirmed that we/our Company/Organization shall be the only employer in respect of the personnel deployed by us and AI Engineering Services Limited shall not be held partially or fully responsible for any dispute that may arise between us and Personnel deployed by us.
- n. At no stage of the Contract shall our employees be deemed to be employees of AI Engineering Services Ltd. We/our Company/Organization shall be liable not only to pay wages to our employees but we/our Company/Organization shall also be liable to make mandatory payments such as overtime, payment for weekly offs, compensation if any, notice pay, gratuity or bonus as applicable/payable. The Principal Employer shall not be held liable for any obligation in this regard on our part.

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

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

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- q. Attendance register incorporating all details of attendance in respect of the workmen deployed by us will be maintained. We shall ensure that the disbursement of wages to the persons deployed / engaged by them shall be made on or before the 10th of each month. The signature of the nominated representative shall be obtained on the salary sheets, date of disbursement to be indicated and official stamp to be affixed.
- r. We/our Company/Organization shall perform the work assignments to the best satisfaction of the AIESL. In case of unsatisfactory performance, intimation shall be given in writing to us and the AIESL reserves the right to cancel the Contract forthwith after due notice period. In that event of any legal payments to be/being made by the Principal Employer to the workforce engaged by us, the same shall be recoverable shall be fully recoverable from our Security deposit /outstanding bills.
- S. It shall be our sole responsibility to settle disputes if any, rising, between ourselves and the personnel engaged by us. The Management of AI Engineering Services Limited shall not be in any way be responsible, in the event, the personnel engaged by us/our Company/Organization, approach the competent authority, under any Labour Act or the Court. The entire expenses in this behalf shall be borne by us/our Company/Organization. If we fail to comply with mandatory requirements under all the applicable Acts/Laws, we shall alone be responsible for all action initiated by the Enforcing Agencies of the Government & others, including penalties imposed thereon and AIESL shall have no obligation towards such action taken by the said Enforcement Agencies.
3. As per the terms and conditions specified in the Tender Document, we/our Company/Organization agree to be responsible for ensuring the compliance of Labour Laws both Central and State especially, but not limited to Employees State Insurance Act, 1948 and Workmen's Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act, 1938, Contract Labour (Regulations and Abolition) Act, 1970, Employers' Liability Act, 1938, Maternity Benefit Act, 1961 and Bombay Labour Welfare Fund Act, 1953 as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any other provisions of Labour Laws and shall indemnify AIESL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of Laws in force.
4. It is further agreed that we/our Company/Organization shall, **within ten days from the receipt of LOI** (letter of intent), obtain Form-V from AI Engineering Services Ltd and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority & deposit a copy with AI Engineering Services Limited at the time of commencement of the job. In the event of us/our Company/Organization Service Provider not be covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, we/our Company/Organization shall obtain a letter from the concerned labour authorities confirming the same.
5. It is further agreed that we/our Company/Organization shall indemnify AI Engineering Services Limited against any claim/s with regard to Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Contract Labour (Regulations & Abolition) Act, Workmen Compensation Act, Bombay Labour Welfare Fund Act, any Acts/Laws prevailing during the validity of the contract applicable to the Service Provider and other emoluments/allowances payable to the workmen deployed by the Service Provider during the validity of the Contract. The Service Provider confirms that all records of payments including Wage Registers/ Muster Roll/ Bank Clearance Statements/Overtime incurred penalties and advances if any in respect of the workmen engaged by us/our Company/Organization shall be maintained and produced as and when required by the AI Engineering Services Limited and/or any other third-party including Government Agencies/Authorities.

AI ENGINEERING SERVICES LIMITED

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6. We/our Company/Organization further confirm that necessary ESI/PF payments in respect of the workmen engaged by us shall be made during the tenure of the contract within the time schedule as specified under the applicable Acts and we further indemnify AI Engineering Services Limited against any claim/s and liabilities arising out of the contract during the validity of the contract.
7. We/our Company/Organization also confirm that the relevant records pertaining to half yearly returns in respect of ESI and Annual returns in respect of PF filed by us shall be submitted to the AI Engineering Services Limited from time to time. We/our Company/Organization also undertakes to produce the relevant documents in respect of the various returns and the payments made during the tenure of the contract in respect of the workmen engaged by us before any third party, Government Agency/Authority. We/our Company/Organization also confirms that we shall maintain all records relevant to the record of ESI/PF deductions/deposits made and shall produce the same before the AI Engineering Services Limited as and when required and/or required by any third party, Government Agency/Authority.
8. We/our Company/Organization hereby indemnifies and agree to keep the AIESL indemnified, during the period of the contract and even thereafter, to make good any losses, payments, penalties incurred by the AI Engineering Services Limited on account of non-compliance of whatsoever nature on our part in the matter of all applicable legislations with regard to our employees deployed on the contract awarded to us by the AI Engineering Services Limited.
9. We/our Company/Organization hereby indemnify/indemnifies and agree to keep the AI Engineering Services Limited indemnified, against any clause elsewhere as referred to in this tender document No. dated which specifies so.

Signed, Sealed & Delivered

Within the named _____

Through their Director/Proprietor/ Representative.

Witness:

1.

2.

Date

AI ENGINEERING SERVICES LIMITED

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UNDERTAKING ON BIDDERS LETTER HEAD

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

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

CONTRACTOR'S SIGNATURE STAMP

AI ENGINEERING SERVICES LIMITED

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Bidders General Information

BIDDER'S DETAILS:

S. No.	Required Details	To be filled by the Bidder
1	Name of the Company	
2	Status of the Bidder – a) Whether a Firm (Proprietary, Partnership), Company, Corporation, Registered Society	
	b) If the Bidder is a partnership firm, then please state whether the signatory has the authority to refer to arbitration, any disputes concerning the business of the partnership agreement or a power of attorney.	
	c) If the Bidder is a Company incorporated under the Companies Act, 1956 / 2013, then the signatory should have the authority to submit the bid on behalf of the said Company and refer to arbitration disputes arising under this Tender and / or Contract by a power of attorney board resolution.	
3	Company office Address of the bidder	
4	Name of the Contact Person Designation Telephone no. / Mobile no. Email Address	
5	GST registration number	
6	PAN Card Number	
7	Copy of valid certificate of registration with agencies / bodies as mentioned under the Clause 'Benefits / Preference for Micro & Small Enterprises (MSEs)' must be submitted.	
8	Please specify the details of the registration certificate:	
	Registration Certificate No.	
	Date of Issue	
	Valid Up to	
	Item covered under Registration Certificate	
9	Do you have any ongoing disputes with any Govt. or statutory agencies? *	
10	Is the bidder a MSE unit owned by a person belonging to Scheduled Caste or Scheduled Tribe	
11	Relaxation to Start-up companies (whether MSME or Non-MSME) as per clause in tender terms will be given provided, they submit the 'Certificate of Recognition' as mentioned in tender document under heading "Exemption of EMD" in tender terms.	
	a) Are you a Start-up Company	
	b) If yes, Certificate of Recognition to be attached.	
12	Any other relevant information	

(*) – if yes, please provide details.

Date:
Place:

Bidder Signature:
Name & Designation:
Company Name & Seal:

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❖ Payment Terms:

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

a. Payments with respect to hiring:

- 1 The bills addressed to respective administrative section of user division (to be notified after awarding contract) will be submitted monthly along with the trip details of usage of vehicle in KM duly certified by the respective user division where vehicles are attached.
- 2 AIESL will make payment of the undisputed amount on monthly basis by ECS within 60 days of the submission of the bills after due certification by the authorized personnel.
- 3 The cost of extra running beyond the envisaged kilo meter of the respective vehicle per month shall be payable only if the actual operating KM of all vehicles of an operator exceeds the cumulative envisaged KMs of the subject vehicles considered.
- 4 No advance payment shall be admissible under any circumstances.
- 5 TDS shall be deducted by AIESL from the payment made against the bills, as per the applicable laws. The Tax deduction at source (TDS) shall be deducted as per the provisions of Income Tax Law, as amended from time to time and a certificate to this effect shall be provided to the service provider by AIESL.

b. Payment with respect to Operations & Management.

- 1 Payment will be made within 60 (sixty) days from the date of service offered / original invoice, whichever is later. However, if a Successful Bidder is a MSME Unit, then the payment will be made within 45 days from the date of receipt of the original invoice for payment.
- 2 Payment will be made preferably through ECS (Electronic Clearance Service) mode for all undisputed amounts. Cheque will be issued only in the absence of ECS. (Successful bidders will have to provide the Bank details and a photocopy of a cancelled cheque for our reference and records)
- 3 The following Bank details for reference and record are to be provided by all Bidders including the Successful Bidder for the ECS mode of transfer:

Account Name,
Name of the Bank
Branch Name
Account Number
Bank Code/MICR No.
IFSC Code



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- ✓ TDS shall be deducted by AIESL from the payment made against these invoices, as per the applicable laws.
- ✓ EMD amount will also be refunded to the above account of the Bidders (including the Successful Bidder) through ECS mode of payment.
- ✓ If such details for refund of the EMD, are wrongly provided, AIESL shall not be liable to any Bidder/Successful Bidder, for any loss caused on account of the same.
- ✓ Payment shall be affected for the Services rendered as applicable as per the Terms and Conditions of the Contract.

Date:

Place:

Bidder Signature:

Name & Designation:

Company Name & Seal:

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❖ **Penalty Clause:**

A) Penalty with respect to Hiring of Vehicles:

- i) Providing prompt, punctual, efficient, safe, courteous, and quality service is the essence of the contract. In case of non-compliance of the terms & conditions of the contract, following operational penalty shall be recovered from the monthly bill/ bank guarantee:
- ii) Vehicle not available to AIESL for any reason attributable to Service Provider would be penalised with a penalty of Rs. 500 per Hr.
- iii) Penalty if any, shall be deducted from the future / pending bills of the contractor. In case the amount recoverable is more and not made good by way of deductions from the bills, the security deposit shall be forfeited to recover the amount due.

B) Penalty with respect to Operations & Management.

- i) Timely service as per requirement of user department is essence of the contract. In case of failure on part of the service provider to comply with any one or more of the terms of the contract, the applicable penalty clause /s listed below shall be invoked.
- ii) Personnel of the service provider deployed found indulging in illegal / antisocial activities or intoxicated etc. while on AIESL duty is not permissible and should be replaced. A penalty of Rs 5,000/- per incident shall be levied.
- iii) If vehicle is not available due any reason such as drivers not provided, fuelling not done etc, which are attributable to the service provider Rs.500 per Hr. of non-availability.
- iv) Vehicle not clean will attract penalty of INR 200/ incident.
- v) The penalty if any levied shall be recovered from the monthly bills. In case the amount recoverable is more and not made good by way of deductions from the bills, the security deposit shall be forfeited to recover the amount due.
- vi) Non-deployment of similar / matching type of vehicle when the deployed vehicle is taken away for routine-servicing / maintenance Rs. 1,000.00 per Day / per vehicle shall be levied.
- vii) In case of air conditioned vehicles, if the AC is not working Rs. 500.00 per day per vehicle /day shall be levied.
- viii) Reporting of non-compliance of any applicable statutory labour laws by contractor, including non-payment / late payment / short payment of wages Rs.1000/- per resource per wage period shall be levied.

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- ix) For each occasion of non-wearing of uniform, including shoes by the drivers Rs. 200.00 per Incident/ per day shall be levied.
- x) Without any prejudice to the above penalty clauses, AIESL reserves the right to take all the remedial actions provided under the Law in case of non- fulfilment of contractual obligations by the service provider.

❖ **Termination and Exit Clause:**

- In case of unsatisfactory performance or breach of any of the clauses of this 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 30 days written notice to the party. The party shall not have any right to dispute or question the judgment of AIESL of the unsatisfactory performance of the party.
- Notwithstanding the above, AIESL shall also be at liberty to terminate this agreement for any reason including change in situation/circumstances, etc. by providing the party with 90 days written notice. The party shall also be at liberty to terminate this contract by providing AIESL with 90 days written notice. In such an event, the terminating party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.

Date:
Place:

Bidder Signature:
Name & Designation:
Company Name & Seal:



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INDEPENDENT EXTERNAL MONITORS (IEMS)

Presently the panel consisting of the following Independent External Monitors (IEMs) has been appointed by the AIESL, in terms of Integrity Pact (IP) which forms part of AIESL Tenders / Contracts

- i) Smt. Dolly Chakrabarty, (Email Id: dollychakrabarty@gmail.com)
- ii) Sh. Pramod Shripad Phalnikar, (Email Id: pramodphalnikar@gmail.com)

This panel is authorized to examine / consider all references made to it under this tender / contract. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender / contract officer (Sh. Sunil Shende, Dy. GM, PPMM, (Email: sd.shende@aiesl.in) in AIESL, or directly with the IEMs on the panel.



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INTEGRITY PACT

Between

AI Engineering Services Limited (AIESL) hereinafter referred to as "The Principal",
And

hereinafter referred to as "The Bidder/ Contractor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract(s) for _____ . The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. The word 'take' shall also include the past and future.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or the conduct rules of the Principal, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption in their dealings with AI Engineering Services Ltd.. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

 निल डी. शेंडे / SUNIL D. SHENDE
सहायक (इंजि.) / Dy. General Manager (Engg.)
इंजीनियरिंग विभाग / Engineer Dept.
ए आई इ एस एल / AIESL

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- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Contractor/Bidder and in the agreement entered into by the Principal with the Contractor/Bidder.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences or acts outlined above or be an accessory to such offences.

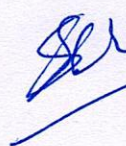
Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security and other actual damages due to the consequential delay.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.
3. The Contractor/Bidder shall not be entitled to claim from the Principal any amounts either as damages or otherwise, on account of termination.

Section 5 – Previous transgression

**सुनिल डी. शेंडे / SUNIL D. SHENDE**
उप महाप्रबंधक (इंजि.) / Dy. General Manager (Engg.)
इंजीनियरींग विभाग / Engineer Dept.
ए आई इ एस एल / AIESL



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1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 –Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to the Chairman, AI Engineering Services Ltd.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.


निल डी. शेंडे / SUNIL D. SHENDE
उप महाप्रबंधक (इंजि.) / Dy. General Manager (Engg.)
इंजीनियरिंग विभाग / Engineer Dept.
ए आई इ एस एल / AIESL



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6. The Monitor will submit a written report to the Chairman, AI Engineering Services Ltd. within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the AI Engineering Services Ltd. Board.
8. If the Monitor has reported to the Chairman AI Engineering Services Ltd., a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman AI Engineering Services Ltd. has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 3 years after the last payment under the contract, and for all other Bidders 12 months after the contract has been awarded. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Board of AI Engineering Services Ltd.

Section 10 - Other provisions

1. This agreement is subject to India Law. Place of performance and jurisdiction as the Registered Office of the Principal, i.e. Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership; or a consortium, this agreement must be signed by all partners or consortium members and in the case of a Company by an authorised representative.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(Office Seal)

SUNIL D. SHENDE
उप महाप्रबन्धक (इंजि.) Dy. General Manager (Engg.)

(For & on behalf of Bidder/Contractor)

(Office Seal)

Place : Mumbai इंजीनियरींग विभाग / Engineer Dept.

Date : 11.09. ए आई ई एस एल / AIESL

Witness 1:

(Name & Address) : _____

Witness 2:

(Name & Address) : _____

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

Version

Version	Date	Description
1.0		Service Level Agreement

Approval

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

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

Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between M/s _____ and AI Engineering Services Limited for Hiring of Airside Vehicles and Operation and Management of these leased Vehicles at Mumbai for a period of two years.

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

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

1. Goals & Objectives

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

The objectives of this Agreement are to:

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

2. Stakeholders

The following contractor and AI Engineering Services Limited shall be used as the basis of the Agreement and represent the primary stakeholders associated With this SLA:

M/s. _____.

("Contractor") AI Engineering Services Limited

("Customer")

3. Periodic Review

This Agreement is valid from the Effective Date outlined herein and is valid for five months. This Agreement shall be reviewed fortnightly, in lieu of a review during any period specified, the current Agreement shall remain in effect.

The Business Relationship Manager ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner shall incorporate all subsequent revisions and obtain mutual agreements/approvals as required.

Business Relationship Manager: GM (Engg.), AI Engineering Services Ltd, or his

nominee.

Review Period: Every Fortnight.

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

4. Service Agreement

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

4.1. Service Scope

The following Services are covered by this Agreement:

4.2 Work scope outlined the Tender document: Tender No.: Dated..... Customer Requirements, Customer responsibilities and/or requirements in support of this Agreement include:

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

4.3. Contractor Requirements:

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

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

4.4. Service Assumptions:

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

- Changes to services shall be communicated and documented to all Stakeholders in the addresses indicated below.
- DGM-MMD, AI Engineering Services Limited, MMD, Hangar 3, 2nd floor, Old Airport, Kalina,

Santa Cruz East, Mumbai 400029.

- Proprietor, (of the Contractor): Mr.

- M/s _____, Email:

.....

.....

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

5. Service Management

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

6. General Service Requirements

- 1) **Allocation:** The allocation of service shall be advised by AI Engineering Services Ltd (AIESL) specifying the location and numbers required.
- 2) **Reviews:** Periodical review meetings shall be held between the company & the Contractor to review the quality & quantum of service provided by the Contractor & shall discuss any modifications if required.
- 3) **Service Performance:** The decision of AI Engineering Services Ltd., or any officer authorized by AIESL, shall be final with regard to the satisfactory performance of the services and any matter arising there from shall be binding on the Contractor.
- 4) **Audits:** GM (Engg.)/his representative shall audit the capability of the Contractor, before the commencement of the work of providing housekeeping services. Subsequently, AIESL shall be at liberty to perform periodical audits/spot checks at their discretion.
- 5) **Statutory Payments:** The Contractor shall maintain proper record/register as required under the Contract Labour (Regulation & Abolition) Act 1970 and rules and other relevant enactments thereon. The records/registers shall be produced for verification/ inspection as and when required by AIESL, who shall have powers to conduct checks regarding statutory payments of wages, ESI, EPF, and other applicable statutes for the time being in force.
- 6) **Workforce:** The Contractor shall deploy well behaved

/skillful employees/workforce of unblemished character and with duly verified antecedents.

- 7) **Workforce –Details & Verification:** The Contractor shall furnish to the company in writing the name, parentage, residential address, educational & technical qualifications, specimen signatures, fingerprints and two recent passport size photographs of all personnel whom he proposes to employ for the purpose of this contract. The company shall be at liberty to forbid the deployment of any person whom it may consider undesirable after verification. The Contractor shall also have the character & antecedents of all persons employed by him verified by the police to the satisfaction of the company before a workman is deployed by the contractor. The proof of antecedent's verification by the prescribed authority shall be submitted to the company before deploying the individual for this contract. The appointment /assignment letter to work under this contract at AIESL – copy to be furnished.
- 8) **Uniform &Accessories:** All employees of the Contractor shall report for duty in proper and suitable attire. They will report for duty in a presentable condition at all times. It is also to be ensured that the said personnel report for punctually as per the office timings.

7. Operational Service Requirements:

- 1) **Liaising:** It shall be the responsibility of the Contractor to maintain continuous liaison with AIESL officials at all levels. The supervisor of the Contractor shall be solely responsible in this regard. In this regard, the officials of AIESL, GM(Engg.)/ his representative.
- 2) **Work- Area:** The Contractor shall ensure that none of its employees or workforce enter Hangars, Shops, Plants, or any other AIESL areas (as per the indicative list, amended from time to time in accordance with company policy) in which they are not specifically authorized to work. Any violation of this requirement shall result in forfeiture of the concerned individual's entry permit, in addition to the imposition of penalties as may be decided by the designated AIESL authority.
- 3) **Items in Office:** In case of missing items/theft on the office, proven to be done by the staff of the Contractor, AIESL at its sole discretion may levy penalty as deemed fit, against the Contractor

and / or the staff concerned.

While performing the Various manpower services by the personnel of the Contractor if any item belonging to AIESL is found, the same shall be deposited immediately with Officials of AIESL against receipt.

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

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

Any deficiency in service will attract a penalty (as per the contract document), the same shall be reflected on the bill/invoice before forwarding the bill to the Finance Department for final payment. In this connection, records of statutory payments, as mentioned in Section-a, Point-5 above shall also be scrutinized every month before the settlement of bills any discrepancy in this regard shall result in payment getting delayed. The contractor shall ensure that such records are kept proper & updated and submitted with monthly invoices on a regular basis.

- 7.3. Contractor shall ensure the provisions of all applicable welfare statutes and other applicable statutes will be meticulously complied by him.

8. Governing Terms and Conditions

The terms and conditions that govern the contract shall be as outlined in the contract against Tender Ref. No. AIESL/MMD/BOM/LM/1-1/4977 dated 11-09-2026.

Signed on _____ at _____

AI Engineering Services Limited
Customer

M/S _____

Contractor

Service Level Agreement (SLA)

Successful Bidder is required to sign SLA with AIESL for hiring of Airside Vehicles and Operation and Management of these leased Vehicles at Mumbai for a period of two years.

	AIESL/PPMM/NR/NAC1		
	Issue-02	Rev-0	Dec 2023

PRODUCTION PLANNING AND MATERIAL MANAGEMENT MANUAL

ANNEXURE C

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
Executive Director - Engineering,
AIESL.

WHEREAS

(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no.....dated to supply(description of goods and services)(hereinaftercalled "the contract").

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

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

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

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

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

This guarantee shall be valid until the day of 20.....

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

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

NK

NA

OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



DATE: 10.09.2026

(To be uploaded in financial Bid only as a financial breakup document, submission in technical bid will render the bidder disqualified)

[illegible]

AI ENGINEERING SERVICES LIMITED
MATERIALS MANAGEMENT DIVISION
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



Tender No.: AIESL/MMD/BOM/LM/1-1/4977

DATE: 10.09.2026

Note:

- A) Above rates quoted should be inclusive of 2000 KM per vehicle per month, Capital cost, Running Maintenance Cost, Govt. Taxes, Pollution Certificate, Road Taxes, Operator/Driver/Supervisor Payments, ADP Charges, AEP charges, Vehicle and third-party liability insurance, and any other overhead etc.
- B) Royalty @ 30% plus GST on the Total monthly charges and infrastructure charges levied by MIAL vide Circular No MIAL/LM/Land Rate 26-27/01 dated 4th April 2026 will be reimbursed by AIESL at actual.
- C) **Total lumpsum charges for leasing and Operation & Management for 24 months to be quoted on GeM Portal.**
- D) In case of any calculation error, unit rates will prevail.
- E) GST must be specified as per applicable HSN code.
- F) The L-1 offer, among all offers received, will be decided based on the lowest final offer(E).
- G) If there is any change in the statutory taxes and duties subsequent to the award of contract, the same shall be applicable.
- H) In case of mismatch between figures and words, the quoted value in words shall prevail.

Sign:

Name:

Designation:

Co. Name & Seal: