

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

“AI Engineering Services Limited” invites bids under a Single Bid System/ Single Packet (Techno-Commercial) on GeM for the provision of the subject services in accordance with the terms and conditions outlined in the tender documents.



AI Engineering Services Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any or bidder upon the statements contained in this Tender. Any information/documents including information/documents pertaining to this Tender or subsequently provided to bidder(s) and/or successful bidder and information/ documents relating to the bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation is not subject to disclosure as public information/ documents. No contractual obligation on behalf of AI Engineering Services Ltd., whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed between duly authorized officers of AI Engineering Services Ltd. and the Bidder. CAUTION: While every care has been taken to ensure that the contents of this Tender are accurate and up to date till date, the entities are advised to check the precise current provisions of extant law and other applicable instruction from the original sources. In case of any conflict between the provisions stipulated in this Tender and in the original sources. Such as GFR or the prevailing laws, the provisions contained in the extant law and the original instructions shall prevail.

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

Notice to Bidders

Tender document comprises the following:			
SN	Description	Annexure	Page
I	General Terms & Conditions	Annexure-I	4
ii	Scope of work	Annexure-II	24
iii	Techno-commercial Bid	Annexure-III	27
iv	Price Bid	Annexure-IV	31
V	Performa for the letter of unconditional acceptance of the Terms and conditions of the Tender	Annexure-V	33
vi	Non-disclosure agreement from the bidder	Annexure-VI	34
vii	Format for Authorization letter for attending bid opening	Annexure-VII	35
viii.	PBG Format	Annexure-VIII	36
ix.	Acceptance of Terms and Conditions	Annexure-IX	37
x.	SD form	Annexure-X	38

01. The tender is available on GeM and it will be submitted on GeM & AIESL Website only.

02. Important Points to be noted:

Availability of Tender Documents	On GEM
Pre-Bid Meeting	Refer GeM
Last date/Time for clarifications and queries from the bidders.	Refer GeM
Last date/ time for submission of Bids	Refer GeM
Time for Opening of Technical Bid	Refer GeM

03. **Tender Fee:** There is no tender fee.

04. **Bid Duration:** 21 days.

05. **Earnest Money Deposit:** EMD of Rs 2,00,000/- (Rupees Two Lakh Rupees only) by the way of AIESL website or payment link <https://forms.eduqfix.com/aiengineering/add?formType=8489935188309188>. EMD can be paid via RTGS/NEFT/IMPS to the following bank account details:

Banker Name: HDFC Bank
Account no.: 50200107884866
IFSC Code: HDFC0001897.

Without EMD, bid shall be rejected unless exemption certificate as mentioned in the Tender is enclosed.

06. Contact for clarifications regarding requirement, Scope of work

Sr. AGM (Engg. -LM) WB, NR
Engineering Department.,
IGIA Terminal -3,
New Delhi-110037.
Email: ran.singh@aiesl.in; Phone: +91 11 49637634,49637632

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

07. How to submit Bids:

Bids are invited in the Single Bid system (Single Packet), i.e. **Techno-commercial Bids.**

Submission of Bids:

1. Bids should be submitted on GeM only. AIESL will not be responsible for any technical delay on GeM in last time hurry.
2. Bidders who wish to attend the pre-bid meeting may send their representative with an authorization letter on their company letterhead as per Annexure-VII duly signed by their authorized signatory for presenting the same to the Tender Committee at the time of opening of the Tender at the above address, time and date.
3. “AIESL” reserves the right to reject any tender in part OR full OR annul the whole Tender process without assigning any reason.

**S/d
Deputy General Manager (CPC-JEOC)
AI Engineering Services Limited**



Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

ANNEXURE –I

DEFINITIONS:

The following words, as used in the Tender shall have the meaning ascribed to them below:

- a. The term 'AIESL', shall mean "AI Engineering Services Limited", a company incorporated under Companies Act 2013.
- b. The term "Bidder" shall mean the entity who has submitted the Bid through GeM portal for this Tender through its authorized signatory.
- c. The term "Contract" shall mean the agreement entered between AIESL and the Service Provider, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- d. The term "Days" shall mean the working days of AIESL.
- e. The term "Services" shall mean the services to be provided by the Service Provider as mentioned in the Tender.
- f. The term "Successful Bidder" or the "Service Provider"(SP) shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- g. The term "L-1" means Bidder with lowest quote, and "L-2" means Bidder with the second lowest quote.
- h. The term "Payable Wages per day" is net Minimum to be credited to the Manpower Provided after all the deductions as per Central Govt. The areas of deduction shall include PF, ESI, other statutory deductions, etc.

1. AMENDMENTS AND EXTENSIONS

Amendments and Extensions, if any, to this Tender will be hosted on the GeM portal & website of AIESL at "www.aiesl.in/Tender.aspx". The Bidders are, therefore, advised to visit GeM and AIESL's website regularly till the date of closing of the Tender. In case, there is change in Service Details/ Requirement / Terms & Conditions after release of the Tender but before its Due Date/Time, the Bidders who have submitted their Bids shall have an option to re-submit their Bids, if they choose to do so, within the extension period as may be specified by AIESL. For avoidance of doubt, it is hereby clarified that the last Bid submitted by the Bidder will be considered as the final Bid. AIESL will not be responsible for any failure or delay.

2. TENDER DOCUMENT and FEE:

The Tender is available for down-loading on free of cost basis from e Tender section of AIESL website

["www.aiesl.in/Tender.aspx"](http://www.aiesl.in/Tender.aspx).

There is no fee for the Tender Documents.

4. VALIDITY OF BID, PRICES, GOVT. DUTIES / LEVIES ETC.

- a. The price quoted by the Bidders shall be valid for a period of 120 days from the date of Technical Bid opening. Any Bid whose validity is less than 120 days shall be summarily rejected.
- b. The actual quantum of services required during the contract period may vary by up to $\pm 25\%$ from the quantities indicated in the tender, in order to accommodate fluctuations in demand. The bidder shall maintain the final quoted contractual price unchanged for the entire duration of the contract, irrespective of such variations. The price offered/agreed should remain firm till the completion of the Contract and subject to the terms of the Tender/Contract
- c. The price offered/agreed should remain firm till the completion of the Contract and subject to the terms of the Tender/Contract.
 - No request for increase in prices shall be entertained during the Contract Period, except on account of increase in GST or any other Government levy, if imposed by the Govt. of India, provided the Service Provider submits a proof of payment for such increase to

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

AIESL.

- The Bidders should commit to pass on the benefit to AIESL of reduction in statutory taxes, etc., by the Government, during the period of Contract.

5. REJECTION OF BIDS (TECHNO-COMMERCIAL):

The Bids are liable to be rejected forthwith without any evaluation on the following grounds:

- a. In case, both the Technical Bid & the Price Bid are not received through GeM portal.
- b. If only the Technical Bid has been received and the Price Bid has not been received, and vice versa.
- c. Submission of conditional bids (technical or price).
- d. Non-fulfilment of pre-qualification criteria as specified in the tender.
- e. Bids are liable to be rejected if the technical and commercial documents are not submitted in the prescribed format and sequence.
- f. Failure to respond to GeM clarifications within the stipulated time
- g. If the Bid has been submitted without EMD as per the eligibility,
- h. If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or the submitted copies are illegible or the material unexplained and/or Bids not received as per the desired formats & Bidding instructions.
- i. In case of any variation, in the documents / data submitted by the Bidder in support of the Technical Bid and in comparison, with the original documents during technical evaluation, the Bids of such Bidder would be out-rightly rejected / disqualified during technical evaluation of Tender and EMD would be forfeited.
- j. In case, the Bidder being an MSE unit fails to submit a copy of the relevant MSE certificate and the required Bid Security Declaration Form along with the technical bid.
- k. BCAS security clearance certificate is not submitted.
- l. The bidder does not have at least one (01) ongoing/Active contract involving work in a sterilized airport area (Apron area).
- m. If the Bid has been received without the undertaking of acceptance of all terms & conditions.
- n. If scanned copies of tender documents duly signed & stamped in all pages of Tender document, towards acceptance of all terms & conditions of tender, are not attached.
- o. The above list is only illustrative and there can be other relevant grounds of rejection of Bids.
- p. Service charge is below 3.85 percent of the tender value.

6. AIESL'S RIGHTS & DISCRETIONS

AIESL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a. Suspend and/or cancel the Bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms and conditions relating thereto.
- b. Consult with any Bidder to receive clarification or further information.
- c. Retain any information and/or evidence submitted to the AIESL by, on behalf of, and/or in relation to any Bidder; and/ or independently verify, disqualify, reject and/or accept all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- d. It shall be deemed that by submitting the Bid, the Bidder agrees and relieves the AIESL, its employees, agents and advisers, from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent,

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

whether present or in future.

7. MODIFICATION OF BIDS

- a. The Bidder(s) can modify or withdraw their Bid(s) within the validity period in GeM portal as per the norms. In case of withdrawal of the Bid, the Bidder is required to withdraw as per procedure of GeM.
- b. No Bid shall be modified after the Due Date/Time for submission of Bids.
- c. Withdrawal/modification of Bid, during the time mentioned above, shall result in the forfeiture of the EMD submitted by the Bidder.

8. EARNEST MONEY DEPOSIT (EMD)

- a. EMD amount is Rs. 2,00,000/-
- b. Bidders should make online payment of EMD using the AIESL web site.
Banker Name: HDFC Bank
Account no.: 50200107884866
IFSC Code: HDFC0001897
payment link
<https://forms.eduqfix.com/aiengineering/add?formType=8489935188309188>
- c. The Bidder should mention the Tender number along with full name address in the Remarks of EMD.
- d. If the Bidder is a MSE unit and claims exemption from submission of EMD, in such an event the Bidder must submit a copy of the relevant MSE certificate at the address mentioned in the tender along with the submission of the Technical Bid, for their Bid to be considered as per the Tender.
- e. EMD will not carry any interest.
- f. EMD of unsuccessful Bidders will be refunded without any interest within 45 days of award of the Contract in favour of the successful bidder.
- g. EMD of the Successful Bidder will be returned without any interest, after receipt of a Bank Guarantee as Security Deposit against the Contract.
- h. EMD of a Bidder will be forfeited if the Bidder withdraws or amends its Bid after the due date, impairs or derogates from the Tender in any respect, or declines to accept or honor the Contract if awarded in his favour within the Bid validity period. If the Successful Bidder fails to furnish Security Deposit within the specified period, its EMD is liable to be forfeited.
- i. AIESL reserves the right to reject / not consider the Bid if it has been received without EMD or proof of submission/details thereof or the EMD has been submitted in a mode other than as specified above, or a valid proof of exemption from submission of EMD has not been provided.

Benefits/Preference for Micro, Small & Enterprises (MSEs):

As per Public Procurement Policy for Micro, Small & Medium Enterprises (MSMEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012.

- a. District Industries Centres (DIC)
- b. Khadi and Village Industries Commission (KVIC)
- c. Khadi and Village Industries Board
- d. Coir Board
- e. National Small Industries Corporation (NSIC)
- f. Directorate of Handicraft and Handloom
- g. Udyog Aadhar Memorandum (UAM)
- h. Any other body specified by Ministry of MSME

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

1. MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the particular tendered item along with their bid.
2. The MSEs registered with District Industries Centers must submit the 'Acknowledgement of Entrepreneur Memorandum (EM) Part-II' along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
3. The registration certificate issued from any one of the above agencies must be valid as on the close date of the tender. The successful service provider should ensure that the same is valid till the end of the contract period.
4. The MSEs who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

In alignment with Government policies promoting the participation of Micro and Small Enterprises (MSEs), the following relaxations have been incorporated into the tender document:

- a) MSEs/Start up are exempted from the requirement of submitting the EMD as per applicable guidelines.
- b) The MSEs/Start up bidder must have a minimum of two years instead of three years in providing Manpower services in last five financial years i.e., 01-04-2021 to 31-03-2026.
- c) 50% relaxation has been granted in the prior turnover requirement. Accordingly, the turnover threshold for MSEs/Start up bidders is Rs. 21,00,000/- instead of Rs. 42,00,000/-.
- d) Price Preference – As this is a service contract that cannot be divided and awarded in parts to different parties, price preference is not applicable to this tender.

Note: The above MSE exemption (1) and Relaxations (2 and 3) will not be considered if the MSE certificate pertains to an experience category other than that specified in the tender requirements i.e., Manpower Services.

9. START UP EXEMPTION –

MSE/Startup firms possessing a valid Certificate of Recognition issued by the Department for Promotion of Industry and Internal Trade (DPIIT) shall be eligible for relaxation in turnover and prior experience requirements, as per applicable government guidelines.

The relaxations are as follows:

- Turnover Requirement: Relaxed by 25%. DPIIT-recognized startups shall be required to have a minimum average annual turnover of Rs. 21,00,000/- instead of Rs. 42,00,000/-. (Mandatory)
- Experience Requirement: must have a minimum of two years instead of three years in providing Manpower services in last five financial years i.e., 01-04-2021 to 31-03-2026 (Mandatory).

10 CONDITIONS RELATED TO THE WELFARE OF LABOURS:

The Service provider should be fully aware of safety measures and observe all safety precautions during work. The Service provider should also make his own arrangements to provide requisite safety devices to the workers (Safety Shoes, protective devices etc.), based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Service provider to authorities concerned immediately. The Service Provider shall be fully responsible for any accident/incident for his workers.

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

Service Provider's Obligation (Must)

- a) Service provider shall ensure the level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
- b) Service provider shall attend to emergency works in time. Overtime charges shall be applicable for work carried out during odd hours in case of emergency requirements.
- c) Service provider will be required to submit list of the manpower being deployed with photo ID, address proof, police verification certificate and educational qualifications before deputing the workers. The service provider shall be solely responsible for the credentials/ acts of his staff /workers
- d) The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the manpower deployed.
- e) In an event that, for any reason, the manpower provided change their contact number during the tenure of the contract then service provider will immediately notify the buyer of the above change.
- f) The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulation & Abolition) Central Government Rules, 1971 and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner.
- g) Service Provider shall produce to the Buyer the details of payments of statutory benefits like bonus, etc. from time to time to its personnel.
- h) Service Provider shall cover all its personnel under the relevant laws of EPF, Labour, ESIC / provisions of Mediclaim etc. Proof of the same should be submitted by the Service Provider.
- i) Service Provider shall submit a copy of wages sheet, PF, ESIC, Bank transfer, etc. along with the monthly Invoice showing monthly wages paid to its personnel.
- j) Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
- k) Service Provider shall also provide at its own cost all benefits statutory or otherwise to its deployed personnel and the Buyer shall not have any liability whatsoever on this account.
- l) Service provider shall employ only manpower who has completed eighteen years of age.
- m) The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider.
- n) The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
- o) The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
- p) Adequate supervision shall be provided by the service provider with no extra cost to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

- q) In an event that service provider fails to deliver or fails to carry out tasks as per schedule due to absence of personnel or any other reasons, the Service Provider at his own cost shall make alternate arrangements by providing similar manpower for which agreement is entered into, without any extra charges. Failure to do so will evoke penalty then buyer shall have right to recover damages as per the provisions of the contract.
- r) The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of personnel so provided by him.
- s) The working hours and days of the manpower will be as per the existing applicable rules of the respective Central/State Government organizations. However, they have to work on holidays/public holidays, if necessary and required based on demand of work.
- t) The Service Provider must ensure timely payment of monthly salaries and all statutory entitlements to deployed manpower in compliance with the applicable laws and then submit the monthly bill along with documentary proofs (Invoice, Attendance Sheet, Salaries Payment Proof, etc.) for release of the payment from the Buyer.
- u) Minimum Bonus, as applicable shall be paid by the Service provider to his employees as per the Payment of Bonus Act 1965.

Additional Conditions -

1. It will be imperative for each Bidder to fully acquaint himself with the local conditions and factors, which may have an effect on the performance of the resultant Contract and/or the cost.
2. The Bidder should have a working office in municipal limits of Delhi/NCR as on date of submission of the Tender. Bidders shall give the official mailing address, email, and Phone numbers to which all correspondences shall be sent by 'AIESL'. Also, if the address is changed, the same shall be intimated to 'AIESL' immediately. In case the working offices in municipal limits of Delhi/NCR as on date is not available, the Service Provider to submit an undertaking that a working office will be opened within 30 days of award of LOA.
3. When deemed necessary, "AIESL" may seek clarifications on any aspect from the Bidder.
4. "AIESL" reserves the right to accept OR reject any/ OR all bids partially and in full OR annul the Tender process and reject any OR all the bids at any time before the award of Contract without incurring any liability to the affected Bidder(s)/Bidder(s) OR without any obligation to inform the affected Bidder(S)/Bidder (s) on the grounds of such annulment/rejection.

11. SECURITY DEPOSIT / PERFORMANCE GUARANTEE:

- i. The bidder who qualifies for award of Contract will have to deposit with AI Engineering services Limited 5% (Five percent) of the Annual value of the Contract towards interest free Security deposit, within 2 weeks of receipt of the Contract and or before commencement of work. The Security Deposit is to be paid through AIESL Website/Bank Guarantee (BG) issued from any commercial bank, Fixed Deposit Receipt from any Commercial bank, in favour of 'AI Engineering Services Limited' (AIESL), payable at Delhi.
- ii. In case of submission of Security Deposit by Bank Guarantee, it may please be noted that the original BG must be forwarded by the Bank directly to AIESL through registered AD (Acknowledgement) 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.
- iii. Security Deposit if provided by way of Bank Guarantee shall be furnished on non-judicial stamp paper of appropriate value and in the prescribed format.
- iv. The Security Deposit / Bank Guarantee will be refunded / returned without interest at end of Contract Term after adjusting for damages, if any, that may be imposed under the terms of the Contract.

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

- v. Validity of the SD / BG would be till 60 days after the scheduled completion of all obligations under the Purchase Order / Contract period.
- vi. Security Deposit (SD) is mandatory for the successful MSE Units also.
- vii. In case of MSE Bidder, the Security Deposit can be deposited on yearly basis, renewable every year.
- viii. In case, Security Deposit is not deposited as per the terms of the Tender and the Contract, before the commencement of the Services, the bills presented by the Successful Bidder shall not be processed for payment till the time the Security Deposit is deposited by the Successful Bidder. In the event the Security Deposit is not deposited by the Successful Bidder within 45 days from the date of award of the Contract, AIESL reserves the right to terminate the Contract and re-issue a fresh tender for providing the Services under the Contract at the sole risk and cost of the Service Provider.
- ix. In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / Bank Guarantee be invoked.
- x. Such Security Deposit shall not bear any interest and shall be refunded without interest only on successful completion of the Contract and upon fulfilment of all Contractual obligations.

12. UNDERTAKINGS BY THE SELECTED BIDDER:

- (a) All the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and rules made thereunder shall be complied with if the same applies to the successful Bidder.
- (b) The Bidder must give an undertaking that all the registrations under statutory provisions such as Provident Fund Act /ESI Act/Delhi labour welfare Fund Act etc. as applicable to the manpower shall be obtained, if applicable at the initiative and the cost of the bidder.
- (c) The Bidder must give an undertaking that all the requisite registrations and licenses under all the applicable local, state and central taxes and laws and to be specified separately under each applicable Tax/law/Act (i.e. GSTN / Income Tax Act / Shop & Establishment Act, etc.) shall be produced for verification/checking of “AI Engineering Services Limited” or to a third party authorized by ‘AIESL’ / Agencies of Govt. of India.
 - i. The Bidder would also provide an undertaking that on-the-spot checks can be conducted by “AIESL” / third party authorized by “AIESL”, anytime for verification of the quality of work/antecedents / credentials and shortcomings are to be overcome within the given time failing which “AIESL” shall be at liberty to impose the penalty.
 - ii. For Execution of Contract. The Bidder must give an undertaking that the execution of the work shall be done as per the Work Scope of the Tender, within 30 days from the date of acceptance of the LOA.
 - iii. For Prequalification Criteria: The Technical qualification of the Bidder and award of work would be subject to compliance of the Eligibility Criteria, Terms, and conditions & Undertakings as specified in the Tender and the LOI/ contract would be withdrawn if these requirements are not fulfilled.

13. FIXATION OF MINIMUM SERVICE CHARGE AS PER GEM POLICY

In accordance with Office Memorandum No. F.6/1/2023-PPD dated 6th January 2023 issued by the Department of Expenditure, Ministry of Finance, a minimum service charge of 3.85% but not exceeding 7% has been mandated for manpower outsourcing services.

14. PRICE NEGOTIATION

As a general norm price negotiation are not to be carried out by AIESL with the bidders. Negotiations, if at all deem necessary and as an exception may be held for better pricing with the L1 bidder only.

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

15. EVALUATION PROCESS FOR TECHNICAL BID

On the scheduled date of tender opening, the Techno-Commercial Bids (Single Packet) will be opened. The technical bid of the L1 (lowest quoted) bidder will be examined first, and if found technically qualified, the order will be awarded to the L1 bidder. In case the L1 bidder is technically disqualified, the technical bids of subsequent lowest bidders will be evaluated in sequence until a technically qualified bidder is found, to whom the order will be awarded. No correspondence in this regard shall be entertained. In the event of any discrepancy between the unit price and the total price quoted in the Price Bid, the unit price shall prevail and the total price will be corrected accordingly.

16. AWARD OF CONTRACT/AGREEMENT, ACCEPTANCE, COMMENCEMENT / EXECUTION

The award of contract to the selected bidder, shall be subject to fulfillment (in addition to eligibility criteria and the undertakings) of the following conditions:

- i. The selected bidder has to convey acceptance of LOA within 7 days from the date of the LOA.
- ii. The Bidder has to execute an agreement of terms & conditions of the contract with "AIESL", on an Rs.100/- non-judicial Stamp Paper within 30 days of his acceptance of the LOA.
- iii. The selected bidder shall deploy the staff within 30 days from the date of acceptance of the LOA OR as specified in the LOA

17. FRAUDULENT PRACTICES

AIESL requires that Bidders observe the highest standard of ethics during the Bidding process and execution of contracts. In pursuance of this, AIESL defines, for the purposes of this provision, the terms set forth as follows:

- a) "Corrupt practice" means the offering, giving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b) "Corrupt practice" means Advertisement or Misguiding manpower utilizing AIESL brand name or misguiding the candidates as Govt job or soliciting of any funds to influence the manpower engaged for AIESL in the process of the contract execution.
- c) "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the AIESL and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive AIESL of the benefits of free and open competition.
- d) If a bidder is found indulging in corrupt/fraudulent practices, AIESL :
 - i. 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.
 - ii. Shall declare a Bidder ineligible and blacklist such Bidder, either indefinitely or for a stated period if it at any time, AIESL determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
 - iii. Shall rescind the Contract forthwith, in case of Service Provider adopting fraudulent / corrupt practices during the currency of the Contract.

18. RECOVERY OF SUMS DUE

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

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

- b. In the event of the said security deposit being insufficient, the balance of total amount recoverable shall be deducted from any sum due to the service provider under this or any other Contract with AIESL.
- c. Also, should this amount be insufficient to cover the said amount recoverable, the Successful Service provider shall pay to AIESL on demand the balance amount, if any, immediately but not later than 14 (fourteen) days of the demand along with the interest @ 18% (eighteen per cent) per annum from the due date specified in the demand notice.
- d. If any amount due to AIESL is so set off against the said security deposit, the Successful Service provider shall have to make good, the said amount immediately but not later than 14 (fourteen) days, in order to restore the Security Deposit to its original value. Non-restoration of such Security Deposit will be treated as an event of default, leading to the right of AIESL to take appropriate remedial action, including termination.
- e. AIESL reserves the right to deduct from the Successful Service provider's invoice, for any loss or damage caused to AIESL Employees/plant/equipment/machinery/building or any other property of AIESL or any damage caused to any third party by negligence or due to any other reason attributable to the Successful Service provider including its employees

19. SUB-CONTRACTING:

- a. The Bidder shall not sub-contract the Work or any part thereof to any other person, concern, firm, or company.
- b. Sub-contracting without the approval of "AIESL" may lead to termination of the contract with immediate effect without any liability on "AIESL" and also without prejudice to any other rights which "AIESL" may have against the Bidder/Bidder under the Contract.

20. PENALTY CLAUSE / LIQUIDATED DAMAGES:

- a. AIESL reserves the right to conduct the spot/surprise checks, which could be conducted by AIESL's representative/any third party authorized by AIESL, anytime to point out short comings and deficiency in the services rendered by the successful tenderer.
- b. Data of AIESL is secured as per rules of Government of India, Statutory and Regulatory Authorities. Any breach of the data and violation of the Secured data by Service Provider would be dealt with utmost seriousness.
- c. If the successful tenderer having been informed by AIESL of the failure/ nonperformance of the Services fails to remove/rectify the shortcomings/defects within 3 days, AIESL may proceed to take penal action as may be necessary at successful tenderer's risk and expenses and without prejudice to any other rights which AIESL may have against the successful tenderer under the Contract including but not limited to AIESL's right to terminate the Contract.
- d. AIESL, at its sole discretion reserves the right to impose penalties (refer below) on the tenderer for non- compliance of the services. In the event of repeated instances of deficiency in the services rendered by the successful tenderer, AIESL shall have the right to terminate the contract.
- e. If the Service provider is found to engage Any Corrupt or Fraudulent practice related to Contract with AIESL, penalty of Rs.25,000/ or its multiples can be imposed.
- f. If the lapse is repeated again, the extent of penalty can be doubled on each such occasion and may result in Termination of the contract. The decision of the General Manager (Engg.) Delhi in this regard shall be final and binding upon the Agency.
- g. In case the service provider fails to provide the required number of Staff as stipulated in the tender or in case if the Service provider fails to carry out the job or in case the job carried out by the Service provider is not satisfactory, the Company is empowered to get the job done including through other parties. In such cases the charges for those services

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

will be levied to the service provider.

- h. Any deficiency in service resulted in damage / injury / loss to the AIESL and its personnel, the Service Provider will make arrangements to pay suitable compensation to affected employee or their legal heirs depending upon the merits of each individual case. Any such or related claim shall be the responsibility of the Service Provider.
- i. The Service Provider if found unable to provide service as per the agreement and his contract terminated due to dis-satisfactory service, the service provider automatically becomes ineligible for applying for future contracts of AIESL concerns for 3 Years (Excluding the present contract period starting with Date of issue of LOI).
- j. **PENALTIES:** In case of deficiency in services provided, the following penalty may be imposed:-
 - 1. If a Employee is found with improper uniform, lacking in training, found to be repeatedly undisciplined at the site the Service Provider will be intimated and if not rectified, Rs 500/- per day per person. Repeated offence: Rs 1000/- per day per person.
 - 2. Unauthorized absence from duty location/refusal to perform assigned duties: Rs 1000/- per person on the first day and any repeated absence Rs 1500/- per day per person.
 - 3. Found intoxicated while on duty; Rs 2000/- per day per person. **Page 19 of 27**
 - 4. Failing to report any incident or disobey written official orders/ duties; Rs 1000/- per day per person.
 - 5. Causing damage to company property: minimum of Rs 5000/-or actual cost of damage, whichever is higher.
 - 6. Theft of company property; minimum of Rs 5000/-or actual cost of damage, whichever is higher. Further, Service Provider is also required to replace the Driver involved in the theft.
 - 7. Punctuality: first occasion is a warning, second time; Rs 100/- per day per person, third time or more Rs 500/- per day per person.
 - 8. Less than 50 AEP days current and valid will be penalized at the rate of Rs.1000/- per day per person.
 - 9. Delayed payment of wages to employees will attract penalty of Rs.5000/- per day. Above stated penalties shall not exceed 10% of the invoice value. The above is only an illustrative list of penalties. AIESL reserves the right to impose penalties as deemed necessary if the Service Provider fails to take remedial measures to deficiencies in services pointed out by AIESL.

21. ERRANT BIDDERS:

In case the L-1 Bidder is not awarded the Tender for reason solely attributable to such L-1 Bidder, for reasons as mentioned in this Tender, thereof leading to re-tendering, and such Bidders shall be debarred for a period up to 01(one) year from participation in the next tender for the subject services as well as against any tender enquiry for any service sought by AIESL and its sister concerns at all locations. AIESL further reserves the right to blacklist the Bidder for a period up to 3 (three) years.

22. JURISDICTION:

The construction, interpretation, validity, and performance of this Contract/Agreement shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between AI ENGINEERING SERVICES LTD and Service Provider whatsoever shall be subject to the jurisdiction of New Delhi / Delhi Courts Only.

23. ZERO DEVIATION

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions. This is a zero deviation Tender, and no deviation shall be permitted.

24. PAYMENT TERMS:

- a) The Bidder shall distribute wages for the previous month to his personnel so deployed for the Work, not later than 7th of following calendar month through ECS only as to ensure that the prescribed minimum wages are paid for the applicable category of his employees. Deduction/Deposit of ESI/PF is compulsory and a proof of the same should be submitted along with the Invoice.
- b) "AI Engineering Services Limited." shall not be responsible for payment of wages and or any other emoluments to the personnel/workers of the Bidder so deployed and it shall be the sole responsibility of the Bidder to make payment to the said personnel/workers in time and the Bidder shall at all time keep "AIESL" indemnified against any claim from its personnel/workers in this regard.
- c) All records, documents under various statutory provisions including ESI/PF/Disbursement of monthly Wages etc. shall be maintained by the Bidder and shall be open for inspection by an authorized representative of AI Engineering Services Limited/third party authorized by AIESL and Government Agencies.

25. APPLICABLE RATES & VALIDITY:

- a) Rates to be quoted in INR as per the format given in the Price Bid Form Part B only. Any deviation in format OR if rates quoted are conditional, the same shall be out rightly rejected.
- b) Inclusions: The rates offered /finalized/agreed by the Bidder shall be inclusive of manpower cost, provision for employees' Name Badges, AEP, ID Cards, Uniform including high visibility jackets, substitution, , Supervisor/ Supervision cost, **contract management fee**, etc., all statutory payments like ESI/PF and Govt. Taxes / levies.
- c) Exclusions:
 - i. The GST on applicable rates is excluded. This would be paid/reimbursed, if applicable, together with the monthly bills as applicable from time to time.
 - ii. Statutory Payment i.e., Bonus, if payable, shall be paid by the successful bidder to its employees as per Bonus Act 1965.
- d) Rate Negotiation: It is not the general practice of "AIESL" to carry out Post Tender Negotiations. Therefore, Bidders are advised in their interest to submit their best quotes in response to this Tender. "AIESL", however, reserves the right to carry out negotiations after evaluation of Price bids in exceptional cases with the L-1 bidder.
- i) Special Powers to "AIESL": In the event of a tie between two or more technically qualified bidders quoting the same price, the L1 bidder shall be determined through either a Reverse Auction or any other suitable GeM-based selection method as deemed appropriate by the procuring authority.
- e) Validity of Rates: Rates finalized & agreed will be valid for the contract period of one year and extended period of one year depending upon the satisfactory performance of the contractor.

Revision of Rates during contract period:

 - I. No request shall be entertained for an increase of Rates during the validity of the Contract and extensions, if any, under any circumstances except for Govt. Levy/Taxes/ Minimum wages and ESI & PF on increased Minimum Wages.
 - II. Revision due to increase in Govt. Taxes/ levy: In case, rate of GST is revised after the opening of Tender/issue of contract OR if any new Tax is introduced after starting of the contract, the same shall be payable to the selected bidder at new rates.

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

f) In case the rates of minimum wages are increased by the Central Govt., the selected Bidder/Service Provider shall be allowed to claim the increased wages from the effective date as mentioned in such Notification by providing the proof of payment of the increased minimum wages to the respective workers engaged by the selected Bidder/Service Provider in proportion to the man-days reflected along with the names of the concerned workers/supervisor. The reimbursement towards payment of ESI and PF contributions made by the selected Bidder/Service Provider in the same manner, after submitting the proof of payment i.e. copies of ESI/Mediclaim (similar to the cost of ESI) and PF Challans/ECR for the corresponding period. The increase/decrease in minimum wages, if any, will be applicable only after opening of the Price Bid.

- I. However, in case, the rates of minimum wages are decreased by the Central Govt., AI Engineering Services Ltd. shall recover the excess payment concerning the minimum wages if payment of the same has already been done to the Service Provider.
- II. The rates finalized & agreed to will remain firm during the Contract period and for an extended period, if any. No request shall be entertained for an increase in Monthly Charges for Contract Management during the validity of the contract and extensions, if any, under any circumstances.
- III. The increase towards Minimum wages would be limited to the minimum number of workers as defined in Work-Scope or the monthly man-days actually deployed for the subject work as verified from the certified wage sheets for the preceding six months submitted by the Bidder/service provider, whichever is less. Any payment over and above made by the service provider shall not be reimbursed by AIESL.

26.PERIOD OF CONTRACT / PO:

- a. The contract period will be valid for three year The continuity of the contract shall depend on the satisfactory performance of the service provider which shall be reviewed from time to time. The observations of “AIESL” on performance shall be unchallengeable and final.
- b. The validity of the contract comes to an end IPSO FACTO by efflux of time unless or otherwise renewed/terminated.

27.PAYMENT OF BILLS:

- a. The service provider shall submit his monthly Tax invoice mentioning GST Number of the Company and AI Engineering Services Ltd in duplicate, after certification from in-charge, AIESL (Will be informed later on after award of contract) towards the services rendered in the previous month along with the Satisfactory performance report certified by LMD Grp B, wage sheet, bank transfer details of wages, Attendance sheet, copies of ESI and PF Challans (ECR) of the respective month to the office of GM-Engg (Grp B) , AI Engineering Services Limited, EMF Building, T-II, IGI Airport, New Delhi for scrutiny & processing of the Bills. Then HR will check for statutory compliances and submit the same invoices to the O/o PPM for further onward submission to Finance Section, A320 Complex, NR, New Delhi for certification and payment processing.

AI ENGINEERING SERVICES LTD will make the payment every month by an account payee cheque/ electronic transfer such as NEFT/ECS/RTGS within 45 days of the submission of Bills for the undisputed amount. The Service Provider shall, along with his bills for the preceding month, submit the requisite proof of disbursement of wages as per Central Govt. Rules and proof of deduction and deposit of P.F. and ESIC etc. pertaining to the previous month to the workers engaged by him under the contract/ agreement with the AI ENGINEERING SERVICES LTD for the said job, as well

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

as proof of payment of any other statutory dues to such workers, failing which the bills shall not be processed for payment. No advance payment shall be admissible in any case. Necessary deductions at source towards applicable taxes shall be done as per the rule applicable from time to time.

28. INDEMNIFICATION OF CLAIMS/DAMAGES OR PENALTY BY THE BIDDER/ SERVICE PROVIDER:

- a. The Bidder/Service Provider shall indemnify “AIESL” against any claims, damages, loss, or penalty including costs thereof in case of liability arising out of any accident/incident involving Staff deployed by them.
- b. “AIESL” will not be responsible for any injury sustained by Service Provider’s staff during performance of their duties and also any damage OR compensation due to any dispute between the service provider and its staff.
- c. Any expenditure incurred by “AIESL” to handle the incident / accident by the staff deployed, shall be reimbursed by the Service Provider failing which the same shall be recovered from the SD/ pending OR future bills of the Service Provider.

29. INDEMNIFICATION FOR COMPLIANCE WITH STATUTORY OBLIGATIONS BY THE BIDDER:

- a. The selected bidder shall indemnify, AIESL to discharge its obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provision Act, 1952, the Employees State Insurance (ESI Act, 1948), the Contract Labour (Regulation & Abolition) Act, 1970, the Inter-State Migrant workman (Regulation of Employment & Conditions of Service) Act, 1979, The Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Workmen’s Compensation Act 1923, and other relevant Acts, Rules & Regulations, instructions, etc. issued/ enforced from time to time.
- b. On commencement of the contract, the selected bidder shall continue to have valid PF and ESI Code Nos and records of individual employees, till the conclusion of the contract.
- c. The service provider shall deposit ESI and PF contributions (both employees’ subscription and the employer’s contribution) before its due date but not later than the 15th of the following month and submit the proof of same to AIESL. In case, the proof is not submitted, AIESL shall have a right to settle the bills by withholding the amount equal to the employee’s subscription plus the employer’s contribution. However, notwithstanding, the above requirement, the service provider shall be liable for penal action as deemed fit.
- d. The service provider shall submit to “AIESL”, a statement showing deductions & deposit of ESI / PF contributions in respect of staff deployed for “AIESL” as and when demanded.
- e. AIESL shall not be responsible to provide any canteen, medical and / or transport facility to any personnel of the Bidder.
- f. AIESL shall not be responsible for any injury sustained by service provider ‘s personnel during the performance of their duties and also any damage or compensation due to any dispute between them. Any expenditure incurred by the AIESL to handle any such situation arising out of the conduct of deployed personnel or otherwise shall be deducted from the bills / security deposit of service provider.
- g. The Service provider has to be ensured that the disbursement of wages to his employees will be made as per Central Govt. Rules & through ECS only so as to ensure that not less than the prescribed minimum wages are paid, as notified from time to time by the Central Govt. in respect of each of the applicable category of employees. The wages should be paid on or before 7th of the month following.

30. VERIFICATION OF CREDENTIALS

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

- a. The selected bidder should ensure verification of character and antecedents of their staff through Local Police before deployment to “AIESL” since “AIESL” is a “protected industry” and Indian Airports are “protected areas”.
- b. The Service Provider shall furnish a copy of Police verification of staff deployed, with their photograph to HR Section, Grp B, EMF Building for record purpose.
- c. The Service Provider shall issue photo identity cards to the staff deployed on “AIESL” duty. The staff shall carry and show the ID card, as and when demanded by AIESL Security Staff.

31. FALL IN PRICE CLAUSE

The Service Provider should pass on any benefits arising due to lower taxation or change in input cost by virtue of some exemption by government or for any reasons during the contract/order.

32. CONFIDENTIALITY

The Parties (i.e., the Service Provider and AIESL) shall at all times keep confidential, all information acquired in consequence of this proposal and Service rendered, except for information which they may be entitled or bound to disclose under compulsion of law or were requested by regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.

33. EXIT / TERMINATION OF CONTRACT:

The contract may be terminated under the following circumstances:

- a. “AIESL” may at any time terminate the Contract with immediate effect by giving written notice to the Bidder, if the Bidder becomes bankrupt OR otherwise insolvent, provided that such termination will not prejudice OR affect any right of action OR remedy which has accrued OR will accrue thereafter to “AIESL”. In this case, no compensation shall be made available to the Selected Bidder.
- b. In case of unsatisfactory performance OR breach of any of the clauses of the Tender/ contract, “AIESL” shall issue a written notice of 30 days to the party to rectify the breach and improve the performance failing which “AIESL” shall be at liberty to terminate the contract without any further notice to the party. The party shall not have any right to dispute or question the judgment of “AIESL”, on its unsatisfactory performance.
- c. Change of circumstances/ Operations etc: In case of change in circumstances /operations etc, “AIESL” shall have the right to terminate the contract by serving 30 days written notice to the selected Bidder. In that case, the Bidder shall not have any right to claim damages/compensation from “AIESL”.
- d. General Termination: “AIESL” shall have the right to terminate the contract, without assigning any reason, by serving 90 days written notice to the selected Bidder. In this case, the Bidder shall not have any right to claim damages/compensation from “AIESL”.
- e. The successful Bidder shall also be at liberty to terminate the Contract by providing to “AIESL” a 90-day written notice. However, the Bidder shall comply with all the contractual obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.
- f. The selected bidder, who defies the exit clause, will, however, not be allowed to participate in the immediate next TWO Bids floated for the same/similar jobs.

34. CLAIMS FOR DAMAGES

- a. AIESL shall promptly notify the Service Provider of any claims / deficiency on the part of the Service Provider arising under / out of the Contract.
- b. In case the Service Provider, having been notified by AIESL, fails to take remedial action within the stipulated time as advised, AIESL may take a remedial action without

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

any further notice, at the Service Provider's sole risk and cost. AIESL shall also levy penalty /terminate the Contract without prejudice to any other rights which AIESL may have under the Contract or under any applicable laws.

35. FORCE MAJEURE

- a. Neither the Service Provider nor AIESL (collectively "Parties" and individually "Party") shall be in breach of any obligation under the Contract if it is unable to perform that obligation in whole or part by reason of occurrence of Force Majeure Event.
- b. Force Majeure Event means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity, or events such as a war, strike, riots). The affected Party shall give immediate notice in writing of occurrence of a Force Majeure Event as soon as it occurs (in any case not later than 5 days of information about the occurrence of such an event becoming known to such Party) and shall thereafter keep the other Party informed of the continuation
- c. or termination of such event as soon as possible (and in any event within three (3) days of the continuation or termination of such event).
- d. Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall use its best reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force Majeure and shall reasonably allocate its available resources, giving priority to its obligations under the Contract.
- e. The Party so affected shall take all reasonable steps to remedy the failure and reasonably allocate its available resources, giving priority to perform its obligations under the Contract and to keep the other Party informed of the steps being taken to mitigate the effects of an event of force majeure.
- f. If the performance in whole or in part or any obligation under the Contract is prevented or delayed by any reason of subsistence of a Force Majeure Event for a period exceeding 90 (Ninety) days, either Party may at its option terminate the Contract without any financial repercussion on either side.
- g. Notwithstanding the punitive provisions contained in the Contract for delay or breach of Contract, the Service Provider would not be liable for imposition of any such damages so long as the delay and/or failure of the Service Provider in fulfilling its obligations under the Contract solely attributable to the occurrence of a Force Majeure Event.

36. ARBITRATION: -

- a. Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation, or effect of the contract or the validity or breach thereof, shall first be settled by mutual consultation.
- b. If the dispute remains unresolved after 90 days from the date when the mutual consultation has started, then the unresolved dispute/difference shall be settled by arbitration by Arbitration and conciliation Act, 1996, and the award made in pursuance thereof shall be final and binding on the parties. The arbitral tribunal shall consist of a sole arbitrator to be mutually appointed by the parties.
- c. The place of Arbitration shall be Delhi, India.
- d. The cost of arbitration shall be borne by the parties as per directions of the presiding arbitrator.
- e. The venue of arbitration shall be New Delhi and the arbitration proceedings shall be carried out in English.

37. INTERPRETATION

In the event of any difference in the interpretation of any of the clauses of the Service Agreement

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

and/ or the Tender documents, the clarification given by General Manager (Engineering), Grp B, AIESL EMF Building DELHI shall be final and binding.

38. EXPENSES

Each Party shall bear its own costs and expenses (including legal expenses) associated with the preparation, negotiation and execution of this Contract and any other relevant documents.

39. SEVERABILITY

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

40. GOVERNING LAW

This Contract shall be governed by, construed, and enforced in accordance with the laws of India.

41. OTHER TERMS & CONDITIONS

- i. It is further clarified that any Bidder signing the Bid and other documents in connection with the Tender must certify whether he signs as:
 - A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
 - A partner of the firm if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender should be signed by all the Partners. Constituted attorney of the firm if it is a Company.
 - Authorized signatory of the firm
- ii. Issue / submission of Bid form does not necessarily mean that the Bidder is an eligible Bidder.
- iii. Bidder is advised to quote strictly as per terms and conditions of the Tender and not to stipulate any deviation / exceptions.
- iv. Our Tender closes on the Due Date/ Time specified in Tender. Bidders must submit their Bids well in time before the scheduled close date and time of the Tender to avoid any last-minute glitches on GEM Portal.
- v. AIESL will not entertain last moment request for extension of Due Date/ Time and reserves the right to accept or reject such request for extension at its sole discretion.
- vi. The Due Date/Time of Tender may be extended at any time prior to the date of closing of Tender. The closing date of submission of Bids may be extended at any time including after the scheduled date of closing, at the sole discretion of AIESL.
- vii. AIESL reserves the right to cancel the Tender and/or reject any or all Bids at any stage of the Tender process at its sole discretion
- viii. AIESL reserves the right not to consider the Bid of any Bidder, blacklist the Bidder for a period up to 3 years, if it is determined / noticed at any stage during the Tender process or after Contract Period that the Bidder has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive practice to Bid / obtain the Contract. This will also have an impact on other Contracts / POs, the Bidder may have with AIESL where to AIESL reserves the right to take appropriate actions as deemed fit, in AIESL sole discretion.
- ix. AIESL reserves the right to reject/not consider at its sole prerogative the Bids of such Bidders who have been involved in any litigation with AIESL in the last 5 years / ongoing litigation

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

or arbitration with AIESL or have been blacklisted/ debarred by any PSU, Govt. bodies.

- x. Bidders are required to declare if they have any ongoing legal disputes with any government agencies such as Income Tax, EOW etc. In the event of any Suppression/ Misrepresentation of such facts AIESL reserves the right, at its sole discretion, to take appropriate action as deemed fit including but not limited to disqualification of the Bidder and termination of the Contract.
- xi. Any GEM clarifications sought by AIESL with respect to the Bids submitted by the Bidders will be considered as a part of the Bid and AIESL reserves the right to seek clarifications at any stage of the Tendering process.
- xii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- xiii. All relevant documents required related to the Services to be provided under this Tender are to be submitted by the Bidders at their own cost.
- xiv. Bids should be unconditional. Conditional Bids would not be accepted and are liable to be rejected.
- xv. The terms of the Tender and the Contract are CONFIDENTIAL, and anything contained in the tender shall not be disclosed by the Bidders to any third party in any manner, whatsoever.
- xvi. Bidder shall give the official mailing address, email, and phone numbers to which all correspondences shall be sent by AIESL. Also, in the event the address of the Bidder is changed, the same shall be intimated to AIESL immediately by the Bidder.
- xvii. AIESL reserves the right to annul the Tender process and reject any or all the Bids at any time prior to the award of Contract without incurring any liability to the Bidder(s) or without any obligation to inform the Bidder(s) of the grounds of such annulment/rejection. AIESL further reserves the right to add/delete/modify any one or more of the terms and conditions contained in the Tender or any of the agreements proposed to be entered into by AIESL with the Successful Bidder.
- xviii. The Near Relatives of employees of AIESL office who is likely to benefit the Bidder during the award/implementation of Contract are prohibited from participation in this Tender. Near relatives are defined as:
 - a. Members of Hindu undivided family.
 - b. Their husband or wife
 - c. Relatives in the manner as father, mother, son(s), son's wife, daughter(s), Daughter's husband, brothers, brother's wife, sister, and sister's husband
- xix. The Bidder should quote the figures as well as in words the rates and amount in figures only as per the Price Bid format given in Section –D The language for filling Tender Documents shall be in English.
- xx. When there is a difference between the rates in figures and in words in Price Bid, the rates which corresponds to, the amount worked out by the Bidder, shall be taken correct as per the following:
 - a. When the amount of any item is not worked out by the Bidder or it does not correspond to the rate written either in figure or in word, then the rate quoted by the Bidder in words shall be taken as correct.
 - b. When the rate quoted by the Bidder in figures and in words tallies but the amount is not worked out correctly, rate quoted by the Bidder shall be taken as correct and not the amount.
 - c. All rates shall be quoted on the proper form (i.e., the Price Bid format) of the Tender alone. Special care should be taken to write the rates and all amounts in figures as well as in words.

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

42. PRICE PREFERENCE

If an eligible MSE quotes within the L1 + 15% price band and L1 is not an MSE, the MSE may be considered for award of the contract at L1 price, subject to the MSE's willingness to match the L1 rate. In such cases, the contract shall be divided as follows:

- 25% of the total quantity will be awarded to the eligible MSE bidder, and
- The remaining 75% will be awarded to the L1 non-MSE bidder.

This provision shall apply **only if all the following conditions are met:**

- A) The Udyam Registration Certificate must be valid as on the closing date of the tender.
- B) The successful bidder must ensure that the MSE registration remains valid throughout the contract period.
- C) MSEs that have applied for registration or renewal but do not possess a valid certificate as on the tender closing date will not be eligible for exemption or preference.
- D) The Micro and Small Enterprises (MSE) certificate enclosed by the bidder must pertain to the field of similar services as defined in the experience criteria of the tender document i.e., providing Manpower Services (Must).
- E) MSE certificates issued for unrelated fields will not be considered valid for availing benefits under the MSE provisions of this tender.

43. Purchase preference to MII

To encourage **Make in India** and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, department of promotion of industry and internal trade (DPIIT), ministry of Commerce and Industry, Govt of India, issued Public procurement (Preference to make in India) Order 2017. The order is issued pursuant to rule 153 (iii) of GFR 2017

AIESL
AI ENGINEERING SERVICES LIMITED

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

44.DOCUMENTS TO BE SUBMITTED TO HR-AIESL

S/N	Document Type	Scheduled Date	Periodicity	Remarks
1	PF/ Code ESI	On Award of Contract	One time/ as and when required by AIESL	
2	Labour License	To be obtained immediately from Labour Authorities in case of engagement of 20 or more contract workers	One time/ on renewal of License/ as and when required by AIESL	
3	Bio Data form with proper ID proof, AADHAAR, Police Verification/Passport & Latest two Photographs	To be submitted for all employees immediately on award of contract and as and when new employees are engaged	One time/as And when required AIESL	Required for providing ID cards to enable entry into AIESL premises and for record Purpose
4	Wage Register	To be submitted along with monthly bills.	Monthly	To be endorsed by the Service Provider and AIESL authorized executive
5	PF/ ESI remittance Challans	To be submitted along with monthly bills.	Monthly	
6	Wage Disbursement/Payment details (Bank Statement)	To be submitted along with monthly bills.	Monthly	

45. Compliance with Security regulations (wherever applicable) :

- BCAS Security Clearance:** The bidder must possess valid security clearance from BCAS for deploying manpower in the Airport Restricted Area in Delhi at the time of bid submission. The bidder shall also ensure that the clearance remains valid throughout the contract period to ensure uninterrupted services. A copy of the valid BCAS clearance must be submitted along with the bid documents.
- The Bidder/Service Provider/Contractor shall ensure that all the safety and security regulations of CISF/BCAS/DIAL/Airport Authority of India or any other agency associated with airports activity are strictly adhered to and complied with by personnel deployed.
- A register must be maintained by the service provider for employees accessing the airside of the airport. Airport Entry Permit (AEP) records must also be properly maintained and preserved for future audit purposes.
- Any violation of security regulations and indulging in illegal activities by his personnel will be at the cost/risk of Service Provider.
- The Service Provider should ensure verification of character and antecedents of his personnel by Police before deployment as Airport is "protected area". Every employee's photograph, copy of

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

Police verification of character and antecedents and Contractor's undertaking to be furnished to Security Department.

- f. The Service Provider shall provide at his own cost proper uniforms with high visibility jackets for the personnel deployed
- g. On award of Contract, the Service Provider will arrange entry passes for its/his/her personnel at their own cost from BCAS.
- h. The personnel so deployed must be in possession of photo identity cards provided by the service provider under his signatures, company's name and seal apart from PIC issued by BCAS for Airport entry, to be shown if and when demanded by AIESL officials.
- i. The Service Provider shall have a system to issue / retrieve Airport Entry Permit (AEP) to their employees while they report/leave the AIESL / Airport premises, so as to ensure that their employees are not misusing the AEP.
- j. The Service Provider/Contractor shall have a system to surrender the Expired / Lapsed / Terminated Employees' AEP to the issuing authority.
- k. Any lapse noticed on the part of Service Provider/Service Provider's employee involvement in theft/pilferage/malpractices, shall be inquired into by AIESL's security/other officials and suitable action including legal proceedings initiated for breach of Contractual liability and also it will attract penal provisions of law.
- l. The Bidder/Contractor/Bidder/Service Provider shall take responsibility for good conduct of its/his/her employees in AIESL premises / airport. If any of the Bidder's/Bidder's/Service Provider's/Contractor's employees is involved in any theft/pilferage of property of AIESL/Passenger/ Passenger Baggage/ Cargo consignments/AIESL. property kept/present in their areas of Work as assigned by AIESL. AIESL, reserves the right to impose penalty on the Contractor apart from initiating or provide assistance in the legal ramifications.
- m. The Service Provider shall also be responsible for getting all necessary clearance, if any, from all Govt. Agencies/Legal Authorities including Airports Authority of India/DIAL and BCAS from time to time.
- n. It will be the responsibility of the Service Provider to ensure that no unauthorized personnel other than those deployed specifically for the Work, gains access to the Airport premises where the services are to be provided.
- o. The Service Provider should obtain security clearance to comply with requirement of Rule 92, of Aircraft Rules 1937 (amended in 2004) from the BCAS Hqrs, New-Delhi before commencement of the work.
- p. The Service providers shall ensure compliance of the following regarding Airport Entry Permits:
 - i) The Service provider shall ensure that no person, who has retired/left the work on his own or has been terminated from service or whose period of Contract has expired shall retain the Airport Entry Pass issued to him for legitimate function at the Airport.
 - ii) It shall be the responsibility of Service provider that NOC is not issued to an employee who has retired/left the work on his own or has been terminated from service unless the Airport Entry Pass issued to him is returned to the authorized signatory of the concerned Department/Agency.
 - iii) It shall be the responsibility of the Service provider to retrieve Airport Entry Passes from the person who has retired/left the work on his own or has been terminated from service or whose period of services has expired and deposit such Airport Entry Passes with the concerned Regional Dy. Commissioner of Security (CA), BCAS within 10 days after retirement/resignation/termination of their employee (s).
- q. Any deviation from the above-mentioned instructions i.e. failure to return Airport Entry Passes within 10 days of retirement, resignation, termination of any employee, would render defaulter and action would be initiated by the BCAS.

46. Relationship: The relationship shall be on 'Principal to Principal Basis'. Nothing contained shall be construed or interpreted as constituting a partnership agency or joint venture or any association between the parties. Neither party shall have any right, power, or authority to enter into any agreement or act in any manner on behalf of the other.

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

47. Addition/ Deletion of Scope of Work or Increase/Decrease in Manpower: AIESL reserves the right to add /delete any scope of work or to increase/decrease the strength of manpower, considering the company's requirement or due to any unforeseen circumstances. While doing such Addition/ Deletion of Scope of Work or Increase/ Decrease in Manpower, there will be no change in the Contract Management Fees during the validity of the Contract and extensions, if any, under any circumstances.

48. Grievance Redressal Mechanism:

a) "Any supplier, 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 from its date (as applicable), to Dy GM-PPMM, specifying the ground(s) and the relevant clauses of the tender documents. Unsuccessful 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 results."

b) 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 issues about technical/financial bids. After technical evaluation: Only technically qualified bidders may raise issues about financial bids.



Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

ANNEXURE –II : SCOPE OF WORK

GENERAL DESCRIPTION OF WORK:

Job Responsibility Area	Educational Qualification	Nos	Age Limit
Driver – Skilled	10th	12	Up to 55 years

Work Timings & Hours: The prevailing AIESL Drivers will be working on 24 x 7 shift (2M + 2A + 2N + 2 OFF) Patterns as well as Gen Shift (0815 Hrs to 1615 Hrs Six days week) adhered to, subject to change as needed. The total working Hours per week shall be 48 Hours.

Skilled Drivers will be required to work as per the requirement of AIESL in General Shift and Rotational Shifts i.e., Morning/Afternoon and Night Shifts.

Skilled Drivers will be provided to report Daily to AIESL

Normal Working Hours for drivers will be 48 hrs. per week,(Including Over time should not increase 60 Hours per week) basis as per requirement for 6 days a week.

Place of work for Drivers: -

Location of Deployment	No. of Skilled Driver	Frequency
Line Maintenance (Air side- with AEP's)	12	General Shift – 6 days working (0815 to 1615hrs) Rotational Shifts (Morning/Afternoon/Night Shifts) 7 days working.

The Service provider shall ensure the following without any additional expenses to AIESL:

1. The bidder must possess valid security clearance from BCAS for deploying Drivers in the Airport Restricted Area in Delhi at the time of bid submission. The bidder shall also ensure that the clearance remains valid throughout the contract period to ensure uninterrupted services. A copy of the valid BCAS clearance must be submitted along with the bid documents.
2. The Bidder must have at least (01) one ongoing/active contract in the sterilized area (Apron Area) of Delhi Airport as proof of operational readiness. Supporting documentary proof such as a copy of the work order/contract agreement and deployment details must be enclosed along with the bid.
3. The Drivers deployed in Air side requires AEP's (Airport Entry Permit).
4. Uniform and Personal Protective Equipment (PPE) etc, as mandated by Service Providers from time to time. This shall include Safety shoes, Helmets, Safety jacket, High-visibility jackets etc.
5. The Drivers reports to office as per AIESL office timing assigned to the staff.
6. While the Drivers can avail AIESL canteen facility.
7. Any medical requirements or emergency of the Manpower, the arrangements for medical care shall be made by Service provider.
8. Meet any requirements for the manpower provided, stipulated under The Delhi Factories Act 1948.
9. Ensure all documents and manpower recruitment & engagement process are in-order and submit on-time whenever requested by AIESL or Labour officers
10. Provide ID card of the Service Provider, after Police verification. Police verification and Photos should be recent and not more than 6 months old.
11. If requested by AIESL the Daily reporting details shall be captured in electronic form and submitted.

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

12. A Supervisor of the Agency for Admin and monitoring jobs at the cost-of-Service Provider.

ANNEXURE-III

Qualification criteria for bidders:

13. Bidders must have GST certificate
14. Bidders must have PAN certificate
15. Bidders must have their own office in Delhi/NCR, if not having the same then undertaking to be submitted with bids that bidders will open office in Delhi within 30 days from the date of award of contract.
16. Bidders must have PF, ESI in the name of firm and should be valid at the time of bidding.
17. The bidder must possess valid security clearance from BCAS for deploying manpower in the Airport Restricted Area in Delhi at the time of bid submission. The bidder shall also ensure that the clearance remains valid throughout the contract period to ensure uninterrupted services. A copy of the valid BCAS clearance must be submitted along with the bid documents.
18. The Bidder must have at least (01) one ongoing/active contract in the sterilized area (Apron Area) of Delhi Airport as proof of operational readiness. Supporting documentary proof such as a copy of the work order/contract agreement and deployment details must be submitted along with the bid.
19. Bidder must have an annual turnover of around Rs. 42,00,000/- in the last three FY 2022-23, 2023-24, 2024-25.
20. The bidder must have at least three years of experience (a cumulative total of 36 months) in providing similar types of services, during the period from **01/04/2021 to 31/03/2026** to Central/State Government/ PSUs/ Nationalized Banks/ Reputed Organizations. Services rendered with list of such Central/State/ PSUs/ Nationalized Banks/ Reputed Organizations with duration of service shall be furnished. **(MANDATORY).**
21. The bidder must have successfully executed/completed similar works in providing manpower services during the period from 01/04/2021 to 31/03/2026, meeting any one of the following criteria:
 - i. Three (3) similar works, PO each costing not less than **₹55,00,051.20 (Mandatory)**
 - OR
 - ii. Two (2) similar works, PO, each costing not less than **₹ 68,75,064.00 (Mandatory)**
 - OR
 - iii. One (1) similar work PO, costing not less than **₹ 1,10,00,102.40 (Mandatory)**

Similar work shall mean works of “providing Drivers services”.

**Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at
LMD section of Group-B at AIESL, NR**

TECHNO-COMMERCIAL BID FORM – PART - A

1.	Name of the Bidder / Co.	
2.	Complete Address of the bidder/Co.	
3.	Telephone No. / Mobile No./ email ID	
4.	Name, Designation & Mobile number of Contact Person.	
5.	Technical Details of the Bidder	
a.	Whether Bidder Co. is a competitor OR its subsidiary Co OR MRO. If yes, such Bidder is ineligible to quote. (MUST BE NO)	NO
b.	Whether Bidder Co. registered in India under the Indian Co.'s ACT 1956 OR Indian Companies Act 2013 for last 3 years. (Mandatory)	Yes/ No
c.	Whether Bidder has clearance from BCAS to deploy manpower in the Airport restricted areas in Delhi. A copy of BCAS security clearance to be enclosed by the Bidder. (Mandatory)	Yes/ No
d.	The Bidder must have at least (01) one ongoing/active contract in the sterile area (Apron Area) of Delhi Airport as proof of operational readiness. Supporting documentary proof such as a copy of the work order/contract agreement and deployment details must be enclosed along with the bid. (Mandatory)	
Iv	Details of Regn of Co. / Firm. Self-attested copy of Regn. Certificate to be enclosed. (Mandatory)	----- Regn. No..... .. Date..... ...
6. i)	Whether EMD of Rs 2,00,000/- (Rupees Two Lakh Rupees only) enclosed. (Must)	Yes/ No DD No..... Date.....
ii)	Whether EMD exemption is sought? <i>MSE units are exempted from submission of EMD.</i> The Micro and Small Enterprises (MSE) certificate enclosed by the bidder must pertain to the field of similar services as defined in the experience criteria of the tender document i.e., providing Manpower Services (Mandatory) . Note: MSE certificates issued for unrelated fields will not be considered valid for availing benefits under the MSE provisions of this tender.	Yes/ No Regn. No. / Valid up to.....
7.	Experience details (Refer PQC)	
	1. The bidder must have at least three years of experience (a cumulative total of 36 months) in providing similar types of services, during the period from. 01/04/2021 to 31/03/2026 to Central/State Government/ PSUs/ Nationalized Banks/ Reputed Organizations. Services rendered with list of	Yes/No

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

	such Central/State/ PSUs/ Nationalized Banks/ Reputed Organizations with duration of service shall be furnished. (MANDATORY) . 2. The bidder must have successfully executed/completed similar works in providing manpower services during the period from 01/04/2020 to 31/03/2025, meeting any one of the following criteria: i. Three (3) similar works, each costing not less than ₹55,000,51.2 (Mandatory) OR ii. Two (2) similar works, each costing not less than ₹ 68,75,064.00 (Mandatory) OR iii. One (1) similar work costing not less than ₹ 1,10,00,102.40 (Mandatory)	Yes/No Yes/No Yes/No	
8.	Whether order copies and satisfactory performance certificate(s) enclosed. Performance Certificate for each order to be enclosed. (Mandatory)	Yes/No	
9.(i)	Whether PAN self-attested copy enclosed. (Mandatory)	Yes/No	Regn No..... Date.....
(ii)	Whether self-attested copy(s) of Income Tax Returns for last 03 Financial years (2022-23, 2023-24, 2024-25) enclosed. (Mandatory)	Yes/No	2022-23 Yes/No 2023-24 Yes/No 2024-25 Yes/No
(iii)	Whether Bidder is having an average turnover of Rs. 42,00,000/- or above for last 03 Fin years i.e. in 2022-23, 2023-24, 2024-25 (Mandatory)	Yes/No	Turn over 2022-23 Rs. 2023-24 Rs. 2024-25 Rs.
(iv)	Whether self-attested copies of Balance Sheet, Profit & Loss a/c for last 03 Fin years (2022-23, 2023-24, 2024-25) duly verified by Regd. Chartered Accountant enclosed in support. (Mandatory)	Yes/No	2022-23 Yes/ No 2023-24 Yes/ No 2024-25 Yes/ No
(v)	Whether CA certified Turnover copy(s) for last 03 Fin years (2022-23, 2023-24, 2024-25) enclosed in support of proof for Turnover. (Mandatory)	Yes/No	2022-23 Yes/ No 2023-24 Yes/ No 2024-25 Yes/ No
10.	Whether having ESIC Regn No. self-attested copy be enclosed (Mandatory)	Yes/No	Regn No..... Date.....
11.	Whether having PF Regn. No. self-attested copy to be enclosed (Mandatory)	Yes/No	Regn No..... Date.....
12.	Whether having GSTN self-attested copy to be enclosed. (Mandatory)	Yes/No	Regn No..... Date.....
13.	Whether having a working office in municipal limits of Delhi/NCR as on date of submission of the Tender (A documentary proof thereof, i. e. self-attested copy of lease agreement / electricity bill/ telephone bill may be enclosed). In case the working offices in municipal limits of Delhi/NCR as on date is not available, the Service Provider to submit an undertaking that a working office will be opened within 30 days of award of LOA.	Yes/No	

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

14.	Whether Certificate for unconditional acceptance of all the terms and conditions of the tender enclosed as per format. ((Mandatory))	Yes/No	
15.	Whether duly signed non-disclosure agreement enclosed. (Mandatory)	Yes/No	
16.	Whether rates quoted as per format for Fin Bid Form Part B. (Mandatory)	Yes/No	
17.	Are you already doing business with “AIESL” or with any subsidiary Company of “AIESL”, in the same name OR under some other name? If so, please provide details.	Yes/ No	If yes, details. ...
18.	Has your Co. been Black Listed by AIESL / any agency of the Airport or elsewhere? If yes, please give details.	Yes/ No	If yes, details. ...
19.	Total No of Personnel employed presently by bidder		
20.	Wage sheet for one client where ESI/PF is applicable or for which order copies are attached.	Yes/No	
21.	ESI remittance challan of the same client	Yes/No	
22.	PF remittance challan of the same client	Yes/No	
23.	Tender Document signed, stamped and duly filled and completed in all aspects	Yes/No	
24.	Whether start up exemption applicable	Yes/No	
25.	Bidders to please note :		
I	Competitor OR its subsidiary Co.’s OR MRO are not permitted to quote in this Tender. In case, if it is found at any stage that the bidder Co. is a Competitor OR its subsidiary Co., their bids shall be rejected and their EMD shall also be forfeited. Any other action as the deemed fit may also be taken. No, representation/appeal in this regard shall be admissible.		
26	Undertakings: To be agreed & signed by the Bidder (s)		
I	It is confirmed that we are not a competitor OR a subsidiary company OR MRO.		
Ii	It is confirmed that we have the capability & capacity to provide the services as per terms of the Tender.		
Iii	It is confirmed that we have carefully gone through, understood, and hereby agree to abide by all the Terms & Conditions, Scope of Work, and Specifications governing the tender.		
Iv	It is also confirmed that the quoted rates are valid for 120 days from the date of opening of the Tech Bids.		
V	It is also confirmed that the information given in the Tender and documents attached are true and correct to the best of my knowledge and belief and nothing material is concealed.		
Vi	It is also confirmed that I am authorized to sign the tender documents.		

Signature of Authorized signatory: Name & Designation:

Company Name & Seal:

Date:

Place: New Delhi.

Tender Subject: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR

Technical Bid Part – B

Details of the Manpower Services undertaken during the period from 01/04/2021 to 31/03/2026 (A separate sheet may be enclosed for these details together with a copy of contract) .

S No	Name of Contract	Name & address	Period of contract	No. of Personnel employed	Annual Contract Value
1					
2					
3					
4					
5					



ANNEXURE IV - PRICE BID FORMAT

Price bid should be submitted strictly as per Format of Price Bid through GeM portal.

Company Name:						
		"A"	"B"	"C"	D=A (B +C)	D=3 x A (B +C)
S No	Wage Category	No. of Skilled Driver	Monthly Rates per Candidate (inclusive of all Statutory payments with GST)	Service Charges	Total Yearly contract value per wage category (inclusive of all Statutory payments with GST)	Total contract value for three Year per wage category (inclusive of all Statutory payments with GST)
1	Skilled - Driver	12				
Total (Figure)						
Total (In words)						

Date: Signature of Auth. Signatory:

Place: Name of Auth. signatory:.....

Designation of Auth. signatory:

Company Name & Seal:

1. Criteria for selection of L-1 rates: L-1 rates will be decided based on the lowest rates quoted by the bidder and after applying loading criteria, if any.

Loading Criteria:

- i. In case of payment terms of 45 days, credit not accepted by the bidder, then loading of 0.80% per month or pro rata basis will be applicable to evaluate L-1 vendor.
- ii. In case, execution of the contract within 30 days from the date of accepting LOI, is not accepted, then loading of 0.5% per week or pro rata, on quoted rates shall be done for calculation only and for deciding L-1 bidder.

2. Applicable Rates & Validity:

- ii) Rates to be quoted in INR as per the format given in the Price Bid Format on GeM . Any deviation in format OR if rates quoted are conditional, the same shall be out rightly rejected.
- iii)
- iv) **Inclusions:** The rates offered /finalized/agreed by the Bidder shall be inclusive of manpower cost, provision for employees' Name Badges, ID Cards, AEPs, Uniform including High Visibility Jackets, Supervisor/ Supervision cost, and all statutory payments like ESI/PF and

Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR, New Delhi

Govt. Taxes / levies. Statutory Payment i.e. Bonus is excluded and will be paid extra as per Payment of Bonus Act, 1965 after submission of proof of payment.

- v) **Rate Negotiation:** It is not the general practice of “AIESL” to carry out Post Tender Negotiations. Therefore, Bidders are advised in their interest to submit their best quotes in response to this Tender. “AIESL”, however, reserves the right to carry out negotiations after evaluation of Price bids in exceptional cases with the L-1 bidder.
- vi) **Special Powers to “AIESL”:** In the event of a tie between two or more technically qualified bidders quoting the same price, the L1 bidder shall be determined through either a Reverse Auction or any other suitable GeM-based selection method as deemed appropriate by the procuring authority.
- vii) **Validity of Rates:** Rates finalized & agreed will be valid for the contract period of one year and extended period of one year depending upon the satisfactory performance of the contractor.
- viii) **General:** No request shall be entertained for an increase of Rates during the validity of the Contract and extensions, if any, under any circumstances except for Govt. Levy/Taxes/ Minimum wages and ESI & PF on increased Minimum Wages.
- ix) **Revision due to increase in Govt. Taxes/ levy:** In case, rate of GST is revised after the opening of Tender/issue of contract OR if any new Tax is introduced after starting of the contract, the same shall be payable to the selected bidder at new rates.

3. The financial bid will be valid for 120 days from the date of opening of Technical Bid.

4. Any overwriting must be signed.

5. Declaration:

- (i) I have carefully gone through and have understood and agreed to abide by the General Terms & Conditions, Work-scope and Specifications governing the tender.
- (ii) That the above rates quoted had been filled after considering all the factors and all the costs and consequences related to the work scope, terms and conditions of the Tender.
- (iii) I hereby confirm that I am authorized to sign the tender document.
- (iv) All the pages of the Financial Bid (Annexure-VIII) i.e. Page 1 to Page 3 are signed and any corrections are duly counter-signed.

Date: _____

Signature: _____

Place: _____

Name: _____

Designation: _____

Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR, New Delhi

ANNEXURE-V

FORMAT FOR LETTER OF UNCONDITIONAL ACCEPTANCE OF TENDER TERMS & CONDITIONS OF THE TENDER

(TO BE ATTACHED WITH TECHNO-COMMERCIAL BID FORM-PART A) (TO BE TYPED ON THE LETTERHEAD OF THE BIDDER COMPANY.)

To,

Dy. GM (CPC-JEOC)
Avionics Complex, IGIA Terminal -2,
New Delhi-110037.
Email: chow.weingken@aiesl.in
Phone: 011-25667406

Subject: Un-conditional acceptance of Terms and Conditions of the Tender.

Please refer to your above-referred Tender

We hereby give our unconditional acceptance of all the terms and conditions including the scope of work as given in the tender.

We also confirm that we have submitted our response against the above tender for Hiring of Manpower Services through third party at AIESL, NR of AIESL Premises management charges after due consideration of all the Technicalities and costs involved.

Signature of Authorized signatory: Name & Designation:

Co. Name & Seal:

Date:

Place: New Delhi.

ANNEXURE-VI

NON-DISCLOSURE AGREEMENT FROM THE BIDDER

(To be attached with TECHNICAL BID FORM-PART A on Bidder's company letter head)

To,

Dy. GM (CPC-JEOC)
Avionics Complex, IGIA Terminal -2,
New Delhi-110037.
Email: chow.weingken@aiesl.in
Phone: 011-25667406

Non-disclosure Agreement

Sub: Tender for Hiring of Manpower Services through third party at AIESL, NR

Dear Madam/Sir,

We acknowledge that during bidding for the above-referred tender of AI Engineering Services Ltd for Hiring of Manpower Services through third party at AIESL, NR , we shall have access to and be entrusted with Confidential Information (commercial, technical, scientific, operational, administrative, financial, marketing, business, OR intellectual property nature OR otherwise), whether oral or written, relating to "AI Engineering Services Ltd" and its business that is provided to us under this Agreement. In consideration of "AI Engineering Services Ltd" giving access to us to the above premises and making Confidential Information available to us, we agree to the terms set out below:

- 1) We shall treat all Confidential Information as 'Strictly Private and confidential and take all steps necessary to preserve such confidentiality.
- 2) We shall use the Confidential Information solely for the preparation of our response to the above-referred Tender and not for any other purpose whatsoever.
- 3) We shall not disclose any Confidential Information to any other person or firm without the prior written consent of "AI Engineering Services Ltd".
- 4) This agreement shall continue perpetually, unless and to the extent that "AI Engineering Services Ltd" may release it in writing.
- 5) We acknowledge that No failure OR delay by "AI Engineering Services Ltd" in exercising any right, power, OR privilege under this agreement shall operate as a waiver thereof OR shall any single OR partial exercise thereof OR the exercise of any other right, power, OR privilege.
- 6) We have read this agreement fully and hereby confirm our acceptance of its terms.

Yours sincerely.

Signature of Authorized Signatory: Name & Designation:

Co. Name & Seal:
Date:
Place: New Delhi.

Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR, New Delhi

ANNEXURE-VII

FORMAT OF AUTHORIZATION LETTER FOR ATTENDING Pre-BID

(ON BIDDER'S COMPANY LETTERHEAD)

To,

Dy. GM (CPC-JEOC)
Avionics Complex, IGIA Terminal -2,
New Delhi-110037.
Email: chow.weingken@aiesl.in
Phone: 011-25667406

Sub: Authorization for attending pre-bid.

Tender No:

Sub: Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR, New Delhi

The following persons(s) are hereby authorized to attend the pre-bid meeting for the subject tender mentioned above on our behalf.

Sr. No

Name

E-Mail

Contact No.

Signature:

1.

2.

Authorized Signatory

With SEAL

Note:

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

Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR, New Delhi

Annexure VIII

PERFORMANCE BANK GUARANTEE /SECURITY DEPOSIT FORM

To
G.M. (Engineering)
AI Engineering Services Limited, Delhi,
New Avionics Complex, IGI Airport, T2, Delhi
India- 110037

Sub: Performance Bank Guarantee /Security Deposit Form

Whereas (Name and address of the bidder) (Hereinafter called “the service provider”) has undertaken, in pursuance of contract no..... datedto supply **AMC** for operation & routine maintenance of 11kv Substation (herein after called “the contract”), and whereas it has been stipulated by you in the said contract that the service provider 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 service provider such a bank guarantee.

Now therefore, we Bank, hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, 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 service provider 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 service provider 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 service provider 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 2029.

(Signature of the authorized officer of the Bank)

Name & Designation of the Officer
Name & Address of the Bank Branch

Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR, New Delhi

Annexure IX

ACCEPTANCE OF TERMS AND CONDITIONS

(To be printed on bidder's company letter head and submitted along with Technical Bid(s) (Part- I))

To
G.M. (Engineering)
AI Engineering Services Limited, Delhi,
New Avionics Complex, IGI Airport, T2, Delhi
India- 110037

Sub: Acceptance of Terms and Conditions

- 1) I/We have carefully gone through and have understood and hereby agree to unconditionally abide by all the terms and conditions, required work scope/services details governing the Tender.
- 2) I/we hereby confirm that I/we are authorized to sign Bid(s) documents and the information given in the Tender is true and correct to the best of my/our knowledge and belief and nothing material is concealed.
- 3) Rates quoted by us in the Price Bid(s) Format will remain firm for a period of 120 days from the date of opening of the Technical Bid(s) (Part- I).
- 4) We confirm that the prices/ rates and taxes as quoted by us in the Price Bid(s) are final and no additional Cost shall be applicable to AIESL. We also confirm that there is no hidden cost to AIESL over and above those indicated in the Price Bid(s) format.
- 5) In case AIESL decides to place contract on us, we agree to maintain our quoted rates firm till completion of the Contract.
- 6) We confirm that the benefit of reduction in Statutory Taxes/Levies, if any arising during the Contract Period, if awarded in our favour would be passed on to AIESL wherever applicable.
- 7) I/we confirm that /we do not have any relative who is an employee of AIESL or its subsidiaries and is likely to benefit us during the Award/implementation of the Contract.
- 8) I/we also indemnify that any subsequent detection of direct or indirect beneficiary of any application/award of any contract to any employee of the organization may result in disqualification/termination. AIESL will have the sole discretion to do so, and such cases cannot be referred for arbitration.

Place:

Signature of Bidder.....

Date:

Name

Designation

Seal/Stamp

Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR, New Delhi

Annexure X

SECURITY DEPOSIT DECLARATION FORM

(To be submitted in Bidder's Company Letter Head duly signed and stamped)

To

Dy. GM (CPC-JEOC)
New Avionics Complex,
IGIA Terminal -2,
New Delhi-110037.
Email: chow.weingken@aiesl.in
Phone: 011-25667406
Sub: Security Deposit Declaration Form

I/We, the undersigned declare that:

After qualifying for award of Contract for Tender No.**for Hiring of Service Provider for 12 Nos skilled Drivers for operational requirement at LMD section of Group-B at AIESL, NR, New Delhi** for a period of 03 Years. We will deposit 5% (Five percent) of the total value of the Contract towards interest free Security deposit, within two weeks of receipt of the Contract/LoA). The Security Deposit will be paid by online mode through ECS (NEFT / RTGS) as per details below:

Beneficiary Name	AI Engineering Services Limited, Delhi
Bank Name	State Bank of India (Main Branch)
Branch	11 Sansad Marg, New Delhi- 110001
A/c No	
IFSC Code	SBIN0000691
Payble at	New Delhi

Place:

Signature of Bidder.....

Date:

Name

Designation

Seal/Stamp