



# **AI ENGINEERING SERVICES LIMITED**

## **MATERIAL MANAGEMENT DIVISION, TRV**

**Tender No: AIESL/TRV-MRO/MMD/04-190**

**Tender For**

### **Manpower Outsourcing Services for AIESL, TRV**

**Issued By:**

**AI Engineering Services Limited (AIESL)**

**Thiruvananthapuram-695007**



**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.



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### **NOTICE TO BIDDERS**

| Tender document comprises the following: |                                                                                               |              |       |
|------------------------------------------|-----------------------------------------------------------------------------------------------|--------------|-------|
| SN                                       | Description                                                                                   | Annexure     | Page  |
| 1                                        | General Terms & Conditions                                                                    | Annexure-I   | 4-29  |
| 2                                        | Scope of work                                                                                 | Annexure-II  | 30-34 |
| 3                                        | Techno-commercial Bid                                                                         | Annexure-III | 35-39 |
| 4                                        | Performa for the letter of unconditional acceptance of the Terms and conditions of the Tender | Annexure-IV  | 40    |
| 5                                        | Non-disclosure agreement from the bidder                                                      | Annexure-V   | 41    |
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### IMPORTANT POINTS TO BE NOTED

|                                                                 |                          |
|-----------------------------------------------------------------|--------------------------|
| Availability of Tender Documents                                | On GEM and AIESL website |
| 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                |

- **Tender Fee:** There is no tender fee.
- **Bid Duration:** 21 days.
- **Earnest Money Deposit:** EMD of Rs 2,00,000 ( Rupees Two Lakh Only) by the way of AIESL website - payment link available in AIESL website.  
( <https://forms.eduqfix.com/aiengineering/add>)  
**Without EMD, bid shall be rejected unless exemption certificate as mentioned in the Tender is enclosed.**
- **Contact for clarifications regarding requirement, Scope of work:**  
Email: [mmmd.trv@aiesl.in](mailto:mmmd.trv@aiesl.in) / [renjith.ravi@aiesl.in](mailto:renjith.ravi@aiesl.in)  
Contact no: 7593844826/832
- **How to submit Bids:**
  - Bids are invited in the Single Bid system (Single Packet), i.e Techno-commercial Bid.
  - **There is no separate offline Price Bid / Financial Bid attached to this tender document; the bidders are strictly required to submit their financial quotes and service charges exclusively online through the GeM portal.**
  - Bids should be submitted on GeM only. AIESL will not be responsible for any technical delay on GeM in last time hurry.
  - A Pre-Bid Meeting will be held on the 10th day (refer GeM Bid Document) from the date of publishing of the tender on the GeM portal. Participation in the pre-bid meeting is not mandatory; however, it is highly preferable for the bidders to clear any doubts or queries regarding the tender terms. The meeting may be conducted in online mode, offline mode, or both, as notified by AIESL.

s/d

DGM PPM)

AI Engineering Services Limited



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### **ANNEXURE I- GENERAL TERMS AND CONDITIONS**

#### **1. DEFINITIONS:**

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

- The term '**AIESL**', shall mean "AI Engineering Services Limited", a company incorporated under Companies Act 1956.
- The term "**Bidder**" shall mean the entity who has submitted the Bid through GeM portal for this Tender through its authorized signatory.
- 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.
- The term "**Days**" shall mean the working days of AIESL.
- The term "**Services**" shall mean the services to be provided by the Service Provider as mentioned in the Tender.
- 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.
- The term "**L-1**" means Bidder with lowest quote, and "L-2" means Bidder with the second lowest quote.
- The term "**Payable Wages per day**" shall mean the prescribed Minimum Wages (Basic + VDA) notified by the Central Government.  
The net payable amount to be credited to the bank account of the deployed personnel shall be the Minimum Wages minus ONLY the authorized statutory deductions (i.e., Employee's share of EPF, ESI, and TDS as applicable).

#### **2. 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](http://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.



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### 3. **TENDER DOCUMENT AND FEE:**

The Tender is available for down-loading on free of cost basis from e Tender section of AIESL website “<https://aiesl.in/tenders>”.

There is no fee for the Tender Documents.

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

- The price quoted by the Bidders shall be valid for a period of **180 days** from the date of Technical Bid opening. Any Bid whose validity is less than 180 days shall be summarily rejected.
- 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.
- 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 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:**

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

- In case, both the Technical Bid & the Price Bid are not received through GeM portal.
- If only the Technical Bid has been received and the Price Bid has not been received, and vice versa.
- Submission of conditional bids (technical or price).
- Non-fulfilment of pre-qualification criteria as specified in the tender.



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- Bids are liable to be rejected if the technical and commercial documents are not submitted in the prescribed format and sequence.
- Failure to respond to GeM clarifications within the stipulated time.
- If the Bid has been submitted without EMD as per the eligibility.
- 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.
- 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.
- 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.
- BCAS security clearance certificate is not submitted.
- If the Bid has been received without the undertaking of acceptance of all terms & conditions.
- 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.
- Bids quoting a Service Charge below the minimum threshold of 3.85% or above the maximum limit of 7% (including GeM transaction charges) shall be summarily rejected.

**The above list is only illustrative and there can be other relevant grounds of rejection of Bids.**



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### 6. AIESL's RIGHTS & DISCRETIONS

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

- 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.
- Consult with any Bidder to receive clarification or further information.
- 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.
- 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, whether present or in future.
- AIESL reserves the absolute right to independently cross-verify the ECR (EPF/ESI), GST filings, and wage disbursement proofs submitted by the Service Provider directly with the concerned statutory authorities or banks at any point during the contract period.
- As this tender is executed through the GeM portal, AIESL reserves the right to raise 'Incidents' on GeM and recommend the suspension or debarment of the Bidder if they are found violating any GeM General Terms and Conditions , indulging in fraudulent practices, or failing to pay the actual Payable Wages per day to the deployed manpower.

### 7. MODIFICATION OF BIDS:

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.

- No Bid shall be modified after the Due Date/Time for submission of Bids.
- Withdrawal or modification of a Bid by the Bidder AFTER the Due Date/Time for submission



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Of Bids and during the "Period of Bid Validity" (180 days) shall result in the immediate forfeiture of the EMD submitted by the Bidder, and AIESL reserves the right to take further penal actions including debarment.

### 8. **EARNEST MONEY DEPOSIT (EMD):**

- The Bidders are required to submit an Earnest Money Deposit (EMD) of **₹2,00,000/-** (Rupees Two Lakhs Only) along with their Single Packet Bid.
- Bidders should make the online payment of EMD using the AIESL web site <https://forms.eduqfix.com/aiengineering/add>
- Micro and Small Enterprises (MSEs) and recognized Startups are completely exempted from the payment of EMD, subject to the submission of valid registration certificates. (Refer to the 'Exemptions & Relaxations' section below for detailed criteria).
- EMD of unsuccessful Bidders will be refunded without any interest within 45 days of award of the Contract. EMD of a Bidder will be forfeited if the Bidder withdraws or amends its Bid after the due date, or declines to accept the Contract.

### 9. **EXEMPTIONS & RELAXATIONS (FOR MSEs & STARTUPS):**

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

#### ➤ **MICRO AND SMALL ENTERPRISES (MSEs):**

- **EMD Exemption:** Eligible MSEs are completely exempted from the requirement of submitting the Earnest Money Deposit (EMD) as per applicable guidelines.
- **Experience Relaxation:** Eligible MSEs are granted a relaxation in the prior experience criteria, requiring only one year of experience in manpower services instead of three years.
- **Turnover Relaxation:** A 50% relaxation has been granted in the prior turnover requirement. The base average annual turnover required is ₹4,18,11,055/-. Accordingly, the required minimum average annual turnover for MSE bidders is reduced to **₹2,09,05,528/-**.



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### ➤ STARTUPS:

Startup firms possessing a valid Certificate of Recognition issued by the Department for Promotion of Industry and Internal Trade (DPIIT) shall be eligible for the following relaxations:

- **EMD Exemption:** Recognized Startups are completely exempted from the requirement of submitting the EMD.
- **Experience Relaxation:** Eligible Startups are granted a relaxation in the prior experience criteria, requiring only one year of experience in manpower services instead of three years.
- **Turnover Relaxation:** A 25% relaxation has been granted in the prior turnover requirement. The base average annual turnover required is ₹4,18,11,055/-. Accordingly, the required minimum average annual turnover for Startup bidders is reduced to **₹3,13,58,291/-**.

**The above exemptions and relaxations will not be considered valid if the Udyam Registration / Startup certificate enclosed by the bidder pertains to a business category or field other than that specified in the tender requirements (i.e., providing Manpower Services). Certificates issued for unrelated fields will result in the rejection of the exemption claim.**

### 10. MSE PURCHASE PREFERENCE CLAUSE:

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.

If the bidder wants to avail the Purchase preference, the bidder must be the Service Provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service.

**This is a non-divisible contract.** If L-1 is not an MSE and MSE Service Provider(s) has/have quoted price within L-1 + 15% of margin of purchase preference /price band defined in relevant policy, then 100% contract will be awarded to such MSE bidder subject to acceptance of L1 bid price.

In case multiple MSEs are within the L1 + 15% price band, the MSE with the lowest quoted price among them shall be given the first opportunity to match the L1 price. If the lowest eligible MSE fails to match the L1 price, the next higher eligible MSE within the price band will be given the opportunity, and so on.

The bidder must upload the valid Udyam Registration Certificate indicating the correct NIC code applicable to the tendered service to claim the MSE preference.

### 11. 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



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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.

### **12. SERVICE PROVIDER'S OBLIGATIONS:**

- 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.
- Service provider shall attend to emergency works in time.
- 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.
- The Service Provider shall provide at his own cost proper **AIESL-approved Uniforms, Safety Shoes, Safety Helmets, Raincoats, Hard Caps, High-visibility Ramp Jackets, badges, and photo identity cards** to all the deployed manpower. The design and color code of the uniform and the ramp jackets must strictly be approved by AIESL prior to deployment.
- 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.
- The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law Central. 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.
- Service Provider shall produce to the Buyer the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- Service Provider shall cover all its personnel under the relevant laws of EPF, Labor, ESIC etc. Proof of the same should be submitted by the Service Provider.
- Service Provider shall submit a copy of wages sheet in HR office showing monthly wages paid to its personnel.
- 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.
- Service provider shall employ only manpower who has completed eighteen years of age.
- The Service Provider shall provide the documentary proof for the qualifications and experience



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of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider.

- 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.
- The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
- Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 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 arrangement by providing manpower services 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.
- The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of personnel so provided by him.
- The working hours and days of the manpower will be as per the existing applicable rules of the respective Central Government organizations. However, they have to work on holidays/public holidays, if necessary and required based on demand of work.
- The Service Provider must ensure timely payment of monthly salaries (on or before 7<sup>th</sup> of every month) 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.
- Minimum Bonus, as applicable shall be paid by the Service provider to his employees as per the Payment of Bonus Act 1965. For deployed personnel who are not covered under the statutory Payment of Bonus Act, 1965, the Service Provider shall pay a flat annual bonus of **₹8,000/-** per person. It is strictly clarified that this specific bonus amount shall be completely borne by the Service Provider from their quoted Service Charges / Contract Management Fee. AIESL shall not separately reimburse this non-statutory bonus amount under any circumstance.
- The Service Provider shall implement and maintain a strict biometric attendance system for all deployed manpower at their own cost. The monthly attendance records submitted along with the invoices for payment must be generated exclusively from this biometric system.
- The Service Provider shall ensure a mandatory annual health check-up for all deployed personnel to ensure their medical fitness for duty. The cost of this health check-up shall be entirely borne by the Service Provider.



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- The Service Provider shall strictly grant annual leaves / earned leaves to the deployed manpower in accordance with the applicable Central Labour Laws and the Factories Act, 1948.
- For deployed personnel who are not eligible for coverage under the Employees' State Insurance scheme, the Service Provider must strictly provide a Health Insurance coverage of ₹2,00,000/- (Rupees Two Lakhs) per person. The cost/premium for this insurance policy shall be paid by AIESL.
- The Service Provider is strictly bound to pay the revised Minimum Wages (including the Variable Dearness Allowance - VDA) as and when notified by the Chief Labour Commissioner (Central), from the exact effective date mentioned in the respective official notifications. The Service Provider must proactively implement these revisions and submit the supplementary bills/claims to AIESL for reimbursement along with concrete proof of payment of the revised wages and the corresponding statutory differences (EPF/ESI) to the deployed manpower.
- The Service Provider must possess security clearance from the Bureau of Civil Aviation Security (BCAS) required for operating within the airport premises. Furthermore, the Service Provider shall be entirely responsible for obtaining Airport Entry Passes (AEP) and conducting the necessary Police Verification/Background Checks for all deployed personnel prior to their deployment. All costs associated with BCAS clearance and AEP issuance shall be completely borne by the Service Provider.
- The Service Provider shall deploy a qualified and competent supervisor at the workplace to monitor, coordinate, and supervise the day-to-day attendance, conduct, operational activities, and general discipline of the deployed personnel, ensuring seamless coordination with AIESL authorities without any additional cost to AIESL.

### **13. LOCAL OFFICE REQUIREMENT:**

The Bidder should preferably have a registered working office in Kerala as on the date of submission of the Tender. Bidders shall provide the official mailing address, email, and phone numbers to which all correspondence shall be sent by AIESL.

In case the Bidder does not have an established working office in Kerala at the time of bidding, the Service Provider must submit a mandatory undertaking along with the bid stating that a fully functional local office will be opened in Kerala **within 3 months (90 days)** from the date of the Letter of Acceptance (LOA).

### **14. SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE:**

The successful bidder who qualifies for the award of the Contract must deposit an interest-free Security Deposit equivalent to 5% (Five percent) or Bank Guarantee of the Annual Contract Value **within 14 days** of receipt of the Letter of Acceptance (LOA) or before the commencement of work, whichever is earlier.

This Security Deposit shall be retained by AIESL for a total period of **3 years and 2 months (38 months)** from the scheduled date of commencement of the contract. The submission of the Security Deposit is strictly mandatory for all bidders, including successful MSE and Startup bidders (who may deposit it on a yearly renewable basis). If the Security Deposit is not submitted before the



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commencement of services, the bills presented by the Successful Bidder shall not be processed for payment.

Furthermore, failure to deposit the required amount within 45 days from the date of the contract award will give AIESL the right to terminate the contract, forfeit the EMD, and re-issue a fresh tender at the sole risk and cost of the Service Provider. The Security Deposit shall not bear any interest and will be refunded only upon the successful completion of the 38-month retention period and fulfillment of all contractual obligations, after adjusting for any applicable damages or penalties.

### 15. UNDERTAKINGS AND DECLARATIONS TO BE SUBMITTED BY THE BIDDERS:

- **BCAS Clearance:** We undertake that we possess the mandatory BCAS Security Clearance and arrange Police Verification and Airport Entry Passes (AEP) for all deployed personnel at our own cost.
- **Acceptance of Tender Terms:** We hereby unconditionally accept all the terms, conditions, and scope of work mentioned in this Tender Document without any deviations.
- **Valid Labour Licenses & Central Labour Laws:** We undertake that we possess all necessary valid labour licenses and registrations required to participate in this tender. We strictly commit to following and complying with all applicable Central Labour Laws, statutory rules, and regulations throughout the contract period.
- **Commencement of Work:** We undertake to mobilize the required manpower and commence the execution of work strictly within **20 days from the date of issuance of the Letter of Acceptance (LOA) / Work Order by AIESL**
- **Payment of Net Payable Wages:** We strictly undertake to pay the exact 'Net Payable Wages' (Gross / Minimum Wages minus only the statutory PF & ESI employee shares) directly to the bank accounts of the deployed personnel. We confirm that no other illegal deductions shall be made from the employees' wages.
- **Statutory Compliance & Revisions:** We undertake to strictly comply with all labour laws, including the payment of revised Minimum Wages and VDA as and when notified by the Government, and remit PF/ESI contributions on time.
- **Local Office in Kerala:** We undertake that if we do not currently possess a registered working office in Kerala, a fully functional local office shall be established within 3 months (90 days) from the date of award of the Letter of Acceptance (LOA).
- **Mandatory Insurance:** We undertake to provide a mandatory Health Insurance coverage of ₹2 Lakhs for all deployed personnel who are not covered under the ESI scheme.
- **Uniform & Non-Statutory Bonus:** We undertake to provide AIESL-approved uniforms, PPE kits, and safety gear at our own cost. We also undertake to pay the flat annual non-statutory bonus of ₹8,000/- to employees who are covered under the statutory Payment of Bonus Act, 1965 per month from our quoted Service Charges, without claiming any reimbursement from AIESL.



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- The Bidder must give an undertaking that all the registrations under statutory provisions such as Provident Fund Act /ESI Act/Central welfare labour Fund Act etc. as applicable to the manpower shall be obtained, if applicable at the initiative and the cost of the bidder.

**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.**

### **16. MINIMUM SERVICE CHARGE:**

In strict compliance with the Ministry of Finance (MoF) Office Memorandum (OM) No. F.6/1/2023-PPD dated 06.01.2023, the Service Charge to be quoted by the bidders must strictly fall within the range of **3.85% (Minimum) and 7.00% (Maximum)**. Any bid wherein the quoted Service Charge is below 3.85% or above 7.00% shall be treated as unresponsive and will be summarily rejected/disqualified without any further evaluation.

The Bidders must note that the quoted Service Charge between 3.85% and 7.00% shall be inclusive of all administrative, operational, and supervisory costs. It must also cover specific obligations mandated in this tender, such as providing AIESL-approved uniforms and safety gears, and paying the non-statutory bonus (₹8,000) for employees who are not covered under the statutory Bonus Act, 1965.

### **17. PRICE NEGOTIATION:**

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

### **18. EVALUATION PROCESS FOR TECHNICAL BID :**

The technical evaluation of the bids shall be strictly conducted based on the details and documentary evidence submitted by the bidders in accordance with the Techno-Commercial Bid Format (Part-A). Bids failing to submit the requisite supporting documents, or those found to have submitted incomplete or invalid documents, shall be deemed unresponsive and will be summarily rejected. AIESL reserves the absolute right to seek clarifications or additional supporting documents from the bidders during the evaluation process if deemed necessary.

**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.**



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### **19. AWARD OF CONTRACT/AGREEMENT, ACCEPTANCE, COMMENCEMENT / EXECUTION:**

Upon finalization of the tender evaluation, AIESL shall issue a Letter of Acceptance (LOA) / Work Order to the successful bidder. The successful bidder must unconditionally accept the LOA and remit the mandatory 5% Security Deposit / Bank Guarantee fund within 14 days of the receipt of the LOA. Following the acceptance and submission of the Security Deposit, the successful bidder is required to execute a formal Contract Agreement on a non-judicial stamp paper of requisite value at their own cost prior to the commencement of services.

The Service Provider must mobilize the required personnel and strictly commence the execution of work within **20 days from the date of issuance of the LOA**. Failure to accept the LOA, submit the Security Deposit, execute the contract agreement, or commence the services within the stipulated 20-day timeframe shall give AIESL the absolute right to cancel the award, forfeit the Earnest Money Deposit (EMD) or Security Deposit, and initiate further actions as deemed fit, including re-tendering or awarding the contract to an alternate bidder at the sole risk and cost of the defaulting Service Provider.

### **20. 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:

- **“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 **“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.
- **“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.
- **If a bidder is found indulging in corrupt/fraudulent practices, AIESL :**
  - a) 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.
  - b) 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.
  - c) Shall rescind the Contract forthwith, in case of Service Provider adopting fraudulent / corrupt practices during the currency of the Contract.



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### **21. RECOVERY OF SUMS DUE:**

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.

- 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.
- 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.
- 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.
- 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.

### **22. SUB-CONTRACTING:**

The Bidder shall not sub-contract the Work or any part thereof to any other person, concern, firm, or company.

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.

### **23. PENALTY CLAUSE / LIQUIDATED DAMAGES:**

- 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.
- 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.



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- If the successful bidder 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 bidder'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 AI ESL's right to terminate the Contract.
- AIESL, at its sole discretion reserves the right to impose penalties (refer below) on the service provider 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.
- 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. 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.) TRV in this regard shall be final and binding upon the Agency.
- 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 will be levied to the service provider.
- 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.
- 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).
- Delayed payment of wages to employees will attract penalty of Rs.5000/- per day.
- If any deployed personnel is found reporting to duty without the prescribed AIESL-approved uniform, safety shoes, PPE kits, hard caps, raincoats, high-visibility ramp jackets, or photo identity cards, or is found in an untidy condition, a strict penalty of ₹3,000/- per day, per person shall be levied. This penalty amount will be directly deducted from the Service Provider's subsequent monthly invoice.

**The above is only an illustrative list of penalties. AIESL reserves the right to impose penalties as deemed necessary if the SP fails to take remedial measures to deficiencies in services pointed out by AIESL.**



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### **24. 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.

### **25. 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 Delhi Courts Only.

### **26. ZERO DEVIATION:**

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.

### **27. PAYMENT OF MONTHLY WAGES:**

The Service Provider shall ensure that the monthly wages to all deployed personnel are disbursed strictly **on or before the 7th day of the succeeding month**, in absolute compliance with the Payment of Wages Act and other applicable Central Labour Laws. All wage payments must be made directly to the individual bank accounts of the deployed manpower via electronic transfer (NEFT/RTGS); cash payments are strictly prohibited. The Service Provider must disburse the exact 'Net Payable Wages' (Gross Wages minus only the authorized statutory deductions such as EPF, ESI, and TDS) without making any unauthorized deductions.

The monthly invoices submitted to AIESL for payment must be mandatorily accompanied by concrete proof of wage disbursement (bank transfer statements), biometric attendance records, and valid challans/receipts of statutory remittances (EPF and ESI) for the corresponding month. Any delay in the disbursement of wages beyond the statutory deadline, or any instance of short payment/unauthorized deduction, will be viewed as a severe breach of contract and shall attract strict punitive actions as stipulated under the Penalty Clause of this tender document, in addition to potential reporting to the respective statutory authorities.

### **28. ONLINE PRICE BID SUBMISSION, APPLICABLE RATES & VALIDITY:**

There is no separate Price Bid / Financial Bid format attached to this tender document. Bidders must submit their financial quotes (Service Charge strictly within the range of 3.85% to 7.00%) exclusively



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online through the GeM portal. Bidders are strictly cautioned not to enclose or indicate any price, rates, or financial details along with their Techno-Commercial Bid documents

The final L1 (Lowest Bidder) selection will be determined automatically by the GeM system based on the quoted valid service charges and the applicable tie-breaking rules (Run L1) of the GeM portal. The rates quoted by the bidders on the GeM portal must remain valid and open for acceptance for a minimum period of 180 days from the stipulated date of opening of the Technical Bid.

### ➤ INCLUSIONS IN THE QUOTED RATES:

The Service Charge percentage quoted by the bidder must be strictly inclusive of all administrative, supervisory, overhead, and operational costs. It must comprehensively cover the costs of providing AIESL-approved uniforms, safety shoes, PPE kits, raincoats, biometric attendance systems, mandatory annual health check-ups, BCAS clearance/AEP processing, police verifications, and the non-statutory bonus (₹8,000/-) for employees who are not covered under the statutory Bonus Act 1965. AIESL will not entertain any separate claims or reimbursements for these specific elements under any circumstances.

### ➤ EXCLUSIONS FROM THE QUOTED RATES:

The quoted Service Charge percentage shall not include the core statutory wage components. AIESL shall separately bear and reimburse the actual Minimum Wages (including VDA revisions as notified by the Government from time to time), the Employer's statutory contribution towards EPF and ESI, and the applicable Goods and Services Tax (GST), mandatory insurance coverage for non-ESI personnel. These excluded components will be paid/reimbursed by AIESL strictly based on actuals and upon the submission of valid documentary proofs and statutory challans along with the monthly invoices.

### ➤ VALIDITY OF RATES (SERVICE CHARGE):

The Service Charge percentage quoted by the successful bidder shall remain firm, fixed, and strictly valid for the entire duration of the contract, including any extensions granted thereof. Under no circumstances shall any request for an escalation or increase in the quoted Service Charge percentage be entertained during the contract period. However, the total monthly payout to the Service Provider will proportionately vary strictly based on the statutory revisions in the Minimum Wages (VDA) as notified by the relevant Government authorities.

### ➤ REVISION OF RATES DURING CONTRACT PERIOD:

No escalation or revision shall be allowed in the quoted Service Charge percentage under any circumstances during the entire period of the contract, including any extensions thereof. The Service Charge percentage shall remain firm and fixed. However, the overall monthly contract value and payout shall be revised strictly to accommodate statutory increases in the Minimum Wages (Variable Dearness Allowance - VDA) as and when officially notified by the Chief Labour Commissioner (Central), Ministry of Labour & Employment, Government of India.

Any corresponding proportionate increase in the Employer's statutory contributions towards EPF and ESI resulting from such minimum wage revisions will also be reimbursed by AIESL. The Service Provider is strictly bound to implement the revised Minimum Wages from the exact effective date specified in the respective government notifications. In instances where the notifications are delayed, the Service Provider must disburse the arrears to the deployed personnel first, and subsequently claim



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the reimbursement from AIESL by submitting supplementary bills along with concrete documentary proof of wage disbursement and corresponding statutory remittances. 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.

In the event of any downward revision or decrease in the notified Minimum Wages, the monthly wage payout and the corresponding statutory contributions (EPF/ESI) shall be proportionately reduced by AIESL.

### **29. PERIOD OF CONTRACT / PO:**

The contract period will be three years and extendable by one year at the same rates, terms, and conditions. 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.

The validity of the contract comes to an end IPSO FACTO by efflux of time unless or otherwise renewed/terminated.

### **30. PAYMENT OF BILLS:**

The Service Provider shall submit the monthly bills/invoices in to the designated authority at AIESL, TRV by the stipulated date of the following month. All invoices must be mandatorily accompanied by supporting documents, including biometric attendance records, concrete proof of electronic wage disbursement (NEFT/RTGS statements), and valid challans/receipts of statutory remittances (EPF and ESI) for the corresponding billing month.

The payment of bills shall be processed within 45 days for registered MSME bidders and within 60 days for non-MSME bidders from the date of receipt of a complete and error-free invoice. Furthermore, the GST amount mentioned in the monthly invoice must be properly filed by the Service Provider and must accurately reflect in the AIESL GST account. If the GST returns are not filed or the amount fails to reflect in the AIESL GST system, the applicable GST amount will be strictly withheld by AIESL, and only the balance invoice value will be released for payment. The withheld GST amount shall be processed and released only after it is successfully reflected in the AIESL GST account.

### **31. INDEMNIFICATION OF CLAIMS/DAMAGES OR PENALTY BY THE BIDDER/ SERVICE PROVIDER :**

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.

“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.

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.



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### **32. INDEMNIFICATION FOR COMPLIANCE WITH STATUTORY OBLIGATIONS BY THE BIDDER:**

- The Service Provider must strictly abide by and comply with all applicable Central Labour Laws and statutory regulations, including the EPF Act, ESI Act, Workmen's Compensation Act, Payment of Bonus Act, and Payment of Wages Act. Specifically, the Service Provider must strictly adhere to the Minimum Wages Act based on the Central Government wage rates (as notified by the Chief Labour Commissioner - Central).
- The Service Provider shall fully indemnify and hold AIESL and its officials completely harmless against any legal actions, liabilities, financial claims, or statutory penalties arising from the Service Provider's failure to comply with any labour laws or default in timely wage/statutory remittances.
- The Service Provider shall be solely responsible for resolving any disputes, grievances, or legal claims raised by their deployed personnel. AIESL shall not bear any responsibility or financial liability in such matters.
- The deployed manpower shall remain the absolute employees of the Service Provider at all times. There shall be no employer-employee relationship whatsoever between AIESL and the deployed personnel, and they shall have no right to claim regular employment, regularization, or absorption at AIESL TRV under any circumstances.

### **33. VERIFICATION OF CREDENTIALS:**

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".

The Service Provider shall furnish a copy of Police verification of staff deployed, with their photograph to HR, AIESL, TRV for record purpose.

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.

### **34. 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.

### **35. 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.



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### **36. EXIT / TERMINATION OF CONTRACT:**

This contract may be prematurely terminated by either party (AIESL or the Service Provider) at any time during the contract period by giving a clear 3 months (90 days) advance written notice to the other party. The Service Provider shall be completely bound to continue executing the services with the same terms and conditions during this 3-month notice period

If the contract is terminated immediately by AIESL due to the Service Provider's default or non-compliance, the defaulting Service Provider shall be strictly debarred/blacklisted from participating in the next two consecutive tender processes floated by AIESL and Security Deposit will be forfeited.

### **37. CLAIMS FOR DAMAGES:**

AIESL shall promptly notify the Service Provider of any claims / deficiency on the part of the Service Provider arising under / out of the Contract.

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 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.

### **38. FORCE MAJEURE:**

- 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.

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 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).

- 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.
- 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.
- If the performance in whole or in part or any obligation under the Contract is prevented or



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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.

- 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.

### **39. ARBITRATION:**

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.

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.

The place of Arbitration shall be Trivandrum, India.

The cost of arbitration shall be borne by the parties as per directions of the presiding arbitrator.

The arbitration proceedings shall be carried out in English.

### **40. INTERPRETATION:**

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

### **41. 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.

### **42. 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.

### **43. GOVERNING LAW:**

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

### **44. OTHER TERMS & CONDITIONS:**

- It is further clarified that any Bidder signing the Bid and other documents in connection with the Tender must certify whether he signs as:



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- a) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
  - b) A partner of the firm if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender should be signed by all the Partners. Constituted attorney of the firm if it is a Company.
  - c) Authorized signatory of the firm
- Issue / submission of Bid form does not necessarily mean that the Bidder is an eligible Bidder.
  - Bidder is advised to quote strictly as per terms and conditions of the Tender and not to stipulate any deviation / exceptions.
  - 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.
  - 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.
  - 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.
  - 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.
  - 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.
  - 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 or arbitration with AIESL or have been blacklisted/ debarred by any PSU, Govt. bodies.
  - 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.
  - 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.
  - If there is a discrepancy between words and figures, the amount in words shall prevail, unless



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the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

- 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.
- Bids should be unconditional. Conditional Bids would not be accepted and are liable to be rejected.
- 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.
- 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.
- 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.
- 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

### 45. DOCUMENTS TO BE SUBMITTED TO HR-AIESL:

| S/<br>N | Document Type | Scheduled Date       | Periodicity                             | Remarks |
|---------|---------------|----------------------|-----------------------------------------|---------|
| 1       | PF/ Code ESI  | On Award of Contract | One time/ as and when required by AIESL |         |



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|   |                                                                                                    |                                                                                                              |                                                                |                                                                                            |
|---|----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| 3 | Labour Licence                                                                                     | 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 |                                                                                            |
| 4 | 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 |
| 5 | Wage Register                                                                                      | To be submitted along with monthly bills.                                                                    | Monthly                                                        | To be endorsed by the Service Provider and AIESL authorized executive                      |
| 6 | PF/ ESI remittance Challans                                                                        | To be submitted along with monthly bills.                                                                    | Monthly                                                        |                                                                                            |
| 7 | Wage Disbursement/Payment details (Bank Statement)                                                 | To be submitted along with monthly bills.                                                                    | Monthly                                                        |                                                                                            |
| 8 | BCAS License                                                                                       | On Award of Contract                                                                                         |                                                                |                                                                                            |

### **46. COMPLIANCE WITH SECURITY REGULATIONS (WHEREVER APPLICABLE) :**

- The bidder must possess valid security clearance from BCAS for deploying manpower in the Airport Restricted Area 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.



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- 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 Police verification of character and antecedents and Contractor’s undertaking to be furnished to Security Department.
- The Service Provider shall provide at his own cost proper uniforms with high visibility jackets and safety gear for the personnel deployed.
- On award of Contract, the Service Provider will arrange entry passes for its/his/her personnel at their own cost from BCAS.
- 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.
- 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.
- The Service Provider/Contractor shall have a system to surrender the Expired / Lapsed / Terminated Employees’ AEP to the issuing authority.
- 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.
- 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.
- 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/and BCAS from time to time.
- 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.



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- The Service providers shall ensure compliance of the following regarding Airport Entry Permits:
  - a) 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.
  - b) 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.
  - c) 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).
- 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.

#### **47. 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.

#### **48. 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.

#### **49. GRIEVANCE REDRESSAL MECHANISM:**

- 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.
- Only directly affected and participating bidders can raise a grievance.



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- 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.





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### **ANNEXURE II: MANPOWER REQUIREMENT AND SCOPE OF WORK**

The Service Provider shall deploy the following categories of manpower strictly based on the qualifications and experience criteria mentioned below:

| SL. NO. | SKILL CATEGORY | REQUIRED QUANTITY | MINIMUM QUALIFICATION AND EXPERIENCE                                                                                                                           |
|---------|----------------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.      | Highly Skilled | 70                | <ul style="list-style-type: none"> <li>• Mechanic Aircraft- AME Diploma and 6 months Experience.</li> <li>• Technical Assistant- Engineering Degree</li> </ul> |
| 2.      | Skilled        | 22                | Any Degree/ ITI/Diploma (Candidates with computer knowledge preferred)                                                                                         |
| 3.      | Semi-Skilled   | 3                 | Plus Two                                                                                                                                                       |
| 4.      | Un- Skilled    | 39                | 10 <sup>TH</sup> Pass<br><br>Utility cum Driver- 10 <sup>th</sup> Pass and License                                                                             |

#### ➤ **MANDATORY NOTICE PERIOD:**

All deployed personnel, across all skill categories, must strictly serve a mandatory notice period of 3 (three) months before resigning or leaving the services. The Service Provider shall ensure strict compliance with this condition and make necessary alternate arrangements without affecting the operational requirements of AIESL.

#### ➤ **MANDATORY BOND CONDITION (FOR MECHANIC AIRCRAFT):**

It is strictly mandated that the personnel deployed under the designation of 'Mechanic Aircraft' (Highly Skilled) shall be subject to a mandatory bond condition tied to their notice period. If any Mechanic Aircraft resigns or leaves the deployed service without serving the mandatory 3 (three) months' notice period, a bond amount of ₹1,00,000/- (Rupees One Lakh only) shall be recovered by the Service Provider from the respective individual and the same must be unconditionally remitted to AIESL.

#### ➤ **GENERAL DESCRIPTION OF WORK:**

- \* Highly Skilled, Semi-Skilled, Skilled, and Unskilled staff will be required to report daily to AIESL.
- \* They will report on a 48 hrs. Per week basis as per requirement for 5 days or 6 days a week.



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- \* If during any day OT is incurred, Time off shall be given to compensate OT working and no separate OT shall be payable by AIESL.
- \* Personnel should be willing to work various shift patterns as per the requirement of AIESL.
- \* All deployed personnel (Highly Skilled, Skilled, Semi-Skilled, and Unskilled) must note that their place of work is not restricted to a single station. They are liable and flexible to be deployed anywhere across AIESL's operational stations within the Kerala Region, including but not limited to Kochi, Kannur, Calicut (Kozhikode), and Thiruvananthapuram, as per the operational requirements of AIESL from time to time.
- \* The Service Provider shall ensure that the personnel are fully agreeable and bound to accept such transfers or rotations across different stations within the region without any additional cost or financial claims to AIESL.
- \* The Service Provider shall deploy a qualified and competent supervisor at the workplace to monitor, coordinate, and supervise the day-to-day attendance, conduct, operational activities, and general discipline of the deployed personnel, ensuring seamless coordination with AIESL authorities without any additional cost to AIESL.

➤ **Scope of work for Highly Skilled, Skilled staff working in Aircraft or Aircraft related Shops which includes:**

Execute work on Aircraft component and / or equipment thereof, workshop equipment and all other types of equipment owned and / or operated and/or handled by AIESL and / or carries out similar work entrusted to AIESL by outside agencies.

Execute work on aircraft component and / or equipment thereof as per maintenance repair work packages issued from time to time, and / or as directed, and do related paper work, and other pertinent work as assigned by AME.

To repair component as per directions and / or drawings.

To draw, supply of units, spares, tools, jigs etc., from the stores/Manager Service Engineer and to carry out related paper work as assigned by AME.

Movement of aircraft component and equipment thereof, other equipment etc., to the place of work in the workshops.

To ensure up-keep and maintenance of individual tool kit and other equipment, tools etc. under his Charge and return of the tools in clean and arranged condition.

To ensure that safety devices are not infringed with.

Observe Human factor, regulatory requirements in the maintenance activity.

To bring to the notice of his superiors any incident / accident or any abnormality observed during the course of his duties.

To accept flexibility in deployment on type & place of work assigned to him as and when required.

To carry out such other duties as assigned to him from time-to-time by his superiors.

Ensure both their own and the safety of other personnel in the vicinity of the working environment.



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Perform their tasks in compliance with regulations and Company procedures.

Practice and promote the Company's safety policy.

Notify hazards and safety-related events and report any relevant information to the Safety Manager of AIESL.

Take note of the lessons learned from incidents and accidents, be mindful of the risks, and take all appropriate measures to protect themselves and the others from these risks in their daily activity.

Participate in safety briefings, meetings and events.

- **Scope of work for Highly Skilled, Skilled working in Back office /Administrative areas, clerical job will partly vary as per Activity Centre as per area manpower is deployed. Back Office activity will be required in Planning, Industrial Engineering, Technical Services, Technical Billing, Finance, HR, Stores, Facility Divisions, General Admin or IT related areas as per the requirement of AIESL. Broad areas of work for these jobs includes:**

Carry out any clerical or Technical jobs assigned by Division he/she is assigned.

Updating Records in Computer, Filing of Records, Performing accounts transactions.

Perform MRO ERP entry and monitoring.

Attending the Divisions mails and sending appropriate reply.

Resolving work related issue/complaints in an amicable way.

Managing Stock by receiving items, unpacking, binning and issuing items.

Performing Maintenance of Equipment's etc.

Liaison with outside parties, Visit customer premises.

Should be proficient in English language with good Typing skills and verbal communication.



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➤ **Scope of work of Diesel Mechanic, Electrician, Painter, Welder shall be as per assignment given from AIESL and shall broadly include:**

Installing, maintaining, and repairing electrical systems, machinery, HVAC units, plumbing, and welding structures.

Diagnosing faults in electrical circuits, mechanical equipment, HVAC systems, and welding joints using diagnostic tools like multimeters, voltmeters, oscilloscopes, and pressure gauges.

Performing routine inspections of electrical circuits, machinery, engines, HVAC units, plumbing systems, welded joints, and paint coatings for wear, corrosion, or damage.

Repairing or replacing faulty components such as wiring, circuit breakers, switches, motors, compressors, pumps, belts, gears, and welding parts (e.g., pipes, frames, metal surfaces).

Using specialized tools like wrenches, torque wrenches, power tools, multimeters, soldering irons, arc welders, MIG/TIG welding equipment, sanders, and spray guns.

Reading and interpreting blueprints, schematics, technical drawings, and welding plans to guide installations, repairs, or painting projects.

Performing welding operations (arc, MIG, TIG) to fabricate, repair, or assemble metal components, and ensuring structural integrity of welded joints.

Applying coatings of paint, varnish, or sealant to surfaces, ensuring proper preparation of surfaces (sanding, priming) for optimal paint adhesion and finish.

Repairing and maintaining systems such as electrical panels, motors, HVAC units, Mechanical units, piping, and welded structures for durability and performance.

Welding metal parts to fabricate structural components, machinery, and equipment, ensuring precision and meeting safety standards.

Calibrating and adjusting electrical systems, mechanical components, HVAC units, and welded structures for optimal performance and safety.

Installing and wiring electrical outlets, switches, distribution panels, and motors in residential, commercial, or industrial settings.



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Using spray guns or brushes to apply paints, stains, and coatings to walls, metal parts, or machinery, and ensuring a consistent, professional finish.

Assembling mechanical systems by installing motors, pumps, compressors, belts, and valves, and ensuring all parts are functioning correctly.

Testing and calibrating air conditioning, refrigeration, and heating systems to ensure proper cooling, heating, and air circulation.

Repairing or fabricating metal objects (e.g., machinery parts, frames, supports) using welding techniques, and ensuring precision and strength in welds.

Repainting or refinishing equipment and machinery, including applying rust-resistant coatings to prevent corrosion.

Replacing or repairing damaged metal, piping, or structural elements using welding and cutting tools, and ensuring the structural integrity of the materials.

Managing inventory of parts and tools, including electrical components, mechanical parts, paint supplies, welding materials, and plumbing tools.

Providing estimates and consulting clients on the cost, materials, and time required for electrical, mechanical, HVAC, welding, or painting projects.

Cleaning and maintaining tools and equipment, such as welders, compressors, sprayers, mechanical tools, and electrical testing devices, ensuring their longevity and safety.

Finishing and refinishing metal surfaces (e.g., removing rust, smoothing welds) and preparing them for coating or use in mechanical systems.

Coordinating with other Service Provider (e.g., electricians, plumbers, carpenters) during construction or renovation projects to ensure all systems are properly integrated.

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### ANNEXURE III- 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)                                                                                                                                                                                                                                                                                                                                                                         | Yes / 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 Trivandrum.<br>A copy of BCAS security clearance to be enclosed by the Bidder. (Mandatory)                                                                                                                                                                                                                                                                                                          | Yes / No                                    |
| d.    | Details of Regn of Co. / Firm. Self-attested copy of Regn. Certificate to be enclosed. (Mandatory)                                                                                                                                                                                                                                                                                                                                                                                               | Regn. No.....<br>Date.....                  |
| 6. i) | Whether EMD of Rs 2, 00,000- enclosed. (Must)                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes / No<br>DD No.....<br>Date.....         |
| ii)   | Whether EMD exemption is sought?<br><br>MSE units and Startups are exempted from submission of EMD. The Micro and Small Enterprises (MSE) certificate enclosed by the bidder must pertain to the field of manpower services as defined in the experience criteria of the tender document i.e., providing Manpower Services (Mandatory).<br><br>Note:<br>MSE certificates issued for unrelated fields will not be considered valid for availing benefits under the MSE provisions of this tender. | Yes / No<br>Regn. No. /<br>Valid up to..... |



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|       |                                                                                                                                                                                                                                                                                                                                                                              |        |                           |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------------------|
| 7.    | Experience<br><br>1. The bidder must have at least three years of experience in providing manpower services, ending in March 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). |        |                           |
|       | 2.The bidder must have successfully completed /executed manpower services over the last three years<br><br>i. Three completed manpower services costing not less than 5,57,48,073.60/-<br>Or<br>ii. Two completed manpower services costing not less than 6,96,85,092/-<br>Or<br>iii. One completed manpower service costing not less than 11,14,96,147.20/-<br>(MANDATORY). |        |                           |
| 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.....<br>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 |                           |
| (iii) | Whether Bidder is having an average turnover of Rs.4, 18, 11,055 or above for last 03 Fin yrs.' i.e. in 2022-23, 2023-24 &2024-25 (MANDATORY).                                                                                                                                                                                                                               | Yes/No |                           |
| (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 |                           |
| (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 |                           |



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|     |                                                                                                                                                                                                                                                                                                                                                                                                      |          |                           |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------|
| 10. | Whether having ESIC Regn No. self-attested copy be enclosed (Mandatory)                                                                                                                                                                                                                                                                                                                              | Yes/No   | Regn No.....<br>Date..... |
| 11. | Whether having PF Regn. No. self-attested copy to be enclosed (Mandatory)                                                                                                                                                                                                                                                                                                                            | Yes/No   | Regn No.....<br>Date..... |
| 12. | Whether having GSTN self-attested copy to be enclosed. (Mandatory)                                                                                                                                                                                                                                                                                                                                   | Yes/No   | Regn No.....<br>Date..... |
| 13. | Whether having a working office in Kerala 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 Kerala as on date is not available, the Service Provider to submit an undertaking that a working office will be opened within 90 days of award of LOA. | Yes/No.  |                           |
| 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   |                           |
| 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. ...      |
| 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.                                                                                                                                                                                                                                                                                                                         |          |                           |
| li  | It is confirmed that we have the capability & capacity to provide the services as per terms of the Tender.                                                                                                                                                                                                                                                                                           |          |                           |
| lii | It is confirmed that we have carefully gone through, understood, and hereby agree to abide by all the Terms &                                                                                                                                                                                                                                                                                        |          |                           |



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|    |                                                                                                                                                                                     |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | Conditions, Scope of Work, and Specifications governing the tender.                                                                                                                 |
| IV | It is also confirmed that the quoted rates are valid for 180 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:





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### TECHNICAL BID PART – B

Details of the Manpower Services undertaken during the one year period (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    |                  |                |                    |                           |                       |

Signature of Authorized signatory:

Name & Designation:

Company Name & Seal:

Date:

Place:





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### **ANNEXURE-IV**

#### **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 (E-PPMM), TRV

**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, TRV after due consideration of all the Technicalities and costs involved.

Signature of Authorized signatory:

Name & Designation:

Co. Name & Seal:

Date:

Place:



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### ANNEXURE-V

#### NON-DISCLOSURE AGREEMENT FROM THE BIDDER

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

To,

Dy. GM (E-PPMM), TRV

#### **Sub: Non-disclosure Agreement**

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,TRV, 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:

We shall treat all Confidential Information as 'Strictly Private and confidential and take all steps necessary to preserve such confidentiality.

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.

We shall not disclose any Confidential Information to any other person or firm without the prior written consent of "AI Engineering Services Ltd".

This agreement shall continue perpetually, unless and to the extent that "AI Engineering Services Ltd" may release it in writing.

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, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege

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:



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### ANNEXURE-VI

#### FORMAT OF AUTHORIZATION LETTER FOR ATTENDING Pre-BID (ON BIDDER'S COMPANY LETTERHEAD)

To,

Dy. GM (E-PPMM), TRV

**Sub: Authorization for attending pre-bid.**

Tender No: .....

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:

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.

The authorized representatives, in their interest, must reach the venue of bid opening well in time.

The authorized representative must carry a valid photo identity.



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### ANNEXURE-VII

### SECURITY DEPOSIT DECLARATION FORM

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

To

AI Engineering Services Limited, TRV,

Sub: Security Deposit Declaration Form

I/We, the undersigned declare that:

After qualifying for award of Contract for Tender No. ....for "HIRING OF MANPOWER SERVICES THROUGH THIRD PARTY MANPOWER", AIESL TRV 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 the payment link available in AIESL website.

Place:

Signature of Bidder.....

Date:

Name .....

Designation .....

Seal/Stamp