

AI ASSETS HOLDING LTD

Safdarjung Airport, New Delhi

Notice Inviting Tender (NIT) for Manpower Outsourcing Provider

Tender is invited through GeM Portal under One Bid system from reputed agencies having capacity “To provide Manpower in AI Assets Holding Ltd, Delhi on outsourcing basis through GeM Portal” for a period of one year.

Manpower Provider for AIAHL

1. Back Ground of the Tender:

- 1.1.** The present tender is being invited for Manpower Provider under which the service provider shall provide the Manpower in AI Assets Holding Ltd (AIAHL) as specified in the bid document.
- 1.2.** For the purpose of providing Manpower as per this tender, the 'AI Assets Holding Ltd' or 'AIAHL' or 'Buyer' shall mean AI Assets Holding Ltd.
- 1.3.** AIAHL which can be visited at the website www.aiahl.in

2. Mode & Process of Bidding:

- 2.1.** All bidders who are desirous to apply for this bid/tender shall apply through the GeM Portal in one bid system. Bidder must read the bid document carefully and submit all the documents as specified in the Bid document. Any document that is part of the eligibility criteria shall be required to be submitted by the bidder along with technical un-priced bid comprising only Techno- commercial documents. **Non-submission of any such document shall lead to rejection of the bid and disqualification of the bidder from further process.** In case any bidder is seeking exemption from any Criteria, the supporting documents to prove his eligibility for exemption from that Criteria must be uploaded for evaluation by AIAHL.

2.2.

Signing on bidding documents & contract documents:

At the time of bidding, only Authorized person(s) with name, designation, address, office telephone numbers as mentioned/undertaken by the bidder in the Annexure-I in this bid document shall sign on the bidding documents on behalf of the firm / agency.

Then at the time of accepting the contract, the contract awarded agency shall submit an affidavit for Power of Attorney / authorized signatory on non-judicial stamp paper of Rs 100/-. The details of the authorized signatory in the affidavit should be as per the details of person who signed the bid at the time of bidding and as undertaken/ mentioned by the bidder in the Annexure-I.

2.3.

Bidder should refer to all General Terms and Conditions (GTC), Additional Terms and conditions (ATC), Special Terms and Conditions (STC), if any, and Service Level Agreement (SLA), Annexures, Appendices specified/mentioned in this GeM/bid document while bidding and executing contract.

2.4.

Eventually the relevant statutory / government rules, acts and laws notified and endorsed from time to time shall prevail and shall be applicable.

2.5. The following Documents are to be uploaded online along with the technical bid at the time of bidding for consideration of Technical qualification.

Non-submission of Annexure -I and documents asked in Annexure -II may lead to disqualification of the Technical Bid:

Note: It is advised that Bidders:

“Do not Upload Multiple copies of same document and irrelevant documents”.

2.5.1. Annexure-I (Undertaking) on bidder’s letter head, duly filled and signed in the required format as specified in the bid document.

2.5.2. All the Documents as specified in Annexure-II as specified in the bid document.

2.5.3. It is desired that the bidders should also upload the Annexure-II (Check list), duly filled and signed.

2.6. Special notes regarding certificates & documents:

2.6.1. All the Certificates which are not valid till Bid Offer Validity (60 days From Bid End Date) (as specified in this bid document), shall also be treated as invalid and liable to be rejected.

2.6.2. Technical bid containing price bid shall be rejected.

2.6.3. If the bidder applies for exempted categories without submitting concerned valid Exemption certificates from concerned government /authority, then the bid shall be liable to be rejected.

2.6.4. It is advised that Bidders “Do not Upload Multiple copies of same document and irrelevant documents”. The bidders are required to upload / submit specific, precise and accurate documents in order to have efficient bidding and evaluation process.

3. Terms and Conditions of the Contract:

3.1. Affidavit for Power of Attorney / authorized signatory: At the time of accepting the Contract, the proprietor or directors/partners (In case of partnership/Ltd. Firms, as the

case may be) of the contract awarded agency shall submit an affidavit for Power of Attorney / authorized signatory on non-judicial stamp paper of Rs 100/-. The details of the authorized signatory in the affidavit should be as per the details of person who signed the bid at the time of bidding and as undertaken/ mentioned by the bidder in the Annexure-I

- 3.2. Sign on contract documents:** The authorized signatory as per the affidavit/ Power of Attorney of the contract awarded agency shall sign on the contract on non-judicial stamp paper of Rs 100/-.
(If the bidder is a partnership firm, the directors/Partners also should sign on the contract with name, designation, address and office telephone numbers).

3.3. The Tender/ Bid document including the below Terms & Conditions, instructions shall form part of the contract document /agreement:

- 3.3.1. Period of Contract:** The tender will be awarded for a period of one year subject to the discretion & approval of AIAHL, from the day the selected agency starts providing the Manpower Service in AIAHL. However, AIAHL reserves the right to cancel/ terminate the contract at any time during the contract with valid reasons. The extension of contract will depend upon agency's performance.
- 3.3.2.** Agency shall be required to sign a contract with AIAHL on 100 Rs. Stamp Paper (Cost to be borne by agency) for accepting the work order/ scope of work and the terms and conditions (GTC, ATC, STC, SLA etc.) as specified/ mentioned in the Tender/ Bid document.
- 3.3.3.** All the Bidding Documents submitted by the bidder at the time of bidding and the Tender/ bid document including all terms and conditions specified therein shall form the part of Contract.
- 3.3.4.** The monthly minimum wages shall be in accordance with the norms notified by Labour Deptt. of GNCTD for highly Skilled /semi-skilled/ skilled/unskilled category notified from time to time as per the latest applicable wages.

Administrative Charges of agency including GST shall be as per as per OM of Min. of Finance dated 23-06-2023. The ESI, EPF, GST and other statutory requirements shall be applicable as per government norms.

- 3.3.5. Performance Security Deposit:** Agency shall deposit the Performance Security @5% of the contract amount in the form of Payment online through RTGS / internet banking / e-PBG / FDR / Bank Guarantee.

On-line payment shall be in Beneficiary name:

AI Assets Holding Ltd

Account No. 37610730327

IFSC Code SBI0000691

Bank Name: State Bank of India

Branch address: Parliament Street, New Delhi

- 3.3.6.** Service provider providing the Manpower Provider shall not employ or engage any person unless he or she is a citizen of India or a citizen of such other country as are permitted to be employed in terms of the extant Government rules and regulations in force.
- 3.3.7.** The Changes in the personnel deployed will not be allowed without prior approval/permission of AIAHL.
- 3.3.8.** No revision in the agreed rates will be allowed during the contract period unless there is a statutory/relevant government notification & due endorsement to this effect.

4. Scope of Work under Contract:

- a) The bidder shall refer all terms & conditions including scope of work as specified in this bid document for providing required manpower. The manpower should be more than 18 years of age.
- b) For compliance with respect to Qualification & Eligibility Criteria of Manpower [Post Name, Educational Qualification, Skill Set, Experience, Job Description and No. of Posts], the bidders should refer only Appendix-A of this bid document.
- c) Prohibition from seeking deposits or security amounts: Seeking any deposits or security amounts from the deployed resource or

any other form of monetary acceptance by the service provider is strictly prohibited. If any such complaint is received, incident will be raised on GeM portal for suitable action as per incident Management Policy of GeM. In addition, AIAHL may separately initiate suitable penal action as per their laid down norms.

- d) Availability of Office of Service Provider: A fully functional physical office of the Service Provider at the time of bidding must be registered in the state of Consignee (Delhi). Valid documentary evidence should be Submitted to this effect.**
- e) The AI Assets Holding Ltd Delhi may terminate the contract if it is found that the agency is blacklisted on previous occasions by any of the Government departments/Institutions/Local Bodies/Municipalities/ Public Sector Undertakings, etc.
- f) The antecedents of staff deployed shall be verified by the vendor from local police authority and an undertaking in this regard to be submitted to AIAHL and AIAHL shall ensure that the vendor complies with the provisions.**
- g) The vendor shall ensure that its personnel shall not at any time, without the consent of AIAHL in writing divulge or make known any trust, accounts matter, or transaction undertaken or handled by AIAHL and shall not disclose to any information about AIAHL. This clause does not apply to the information, which becomes public knowledge.
- h) The service provider shall deploy his personnel only after obtaining AIAHL approval duly submitting curriculum vitae (CV), educational and experience testimonials, certificates etc. of these personnel, AIAHL shall be informed in advance and service provider shall be required to obtain the AIAHL's approval for all such changes along with their CVs.
- i) In the event of default being made in the payment of any money in respect of wages of any person deployed by the vendor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, AIAHL may,

failing payment of the said money by the vendor, make payment of such claim on behalf of the vendor to the said Labour Authorities and any sums so paid shall be recoverable by AIAHL from the service provider.

- j) If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour Laws, or Regulations, be directed to be paid by AIAHL, and such money shall be deemed to be payable by the service provider to AIAHL within seven days. AIAHL shall be entitled to recover the amount from the service provider by deduction from money due to the service provider or from the Performance Security.
- k) The service provider shall ensure that the personnel deployed by the service provider shall not take part in any staff union and association activities.
- l) The service provider shall disburse the wages to its staff deployed in AIAHL every month through ECS only.
- m) The service provider shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labor Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other government Rules, Acts and Laws as applicable from time to time with regard to the personnel engaged by the service provider for AIAHL.
- n) During the course of contract, if any of service provider's personnel are found to be indulging in any corrupt practices causing any loss of revenue to AIAHL shall be entitled to terminate the contract forthwith duly forfeiting the service provider's Performance Guarantee.
- o) If the minimum wages are revised by the Government of NCT of Delhi, the enhanced minimum wages, as applicable, shall be paid by the service provider to the personnels engaged by them.

- p) Service provider's employee can be transferred to any of the location where AI Assets Holding Ltd may open its office.

5. Payment:

5.1. Process:

- 5.1.1.** The billing cycle will be on a Calendar month basis. The agency/service provider shall pay the wages to the manpower by 7th of every month and also deposit the ESI and EPF (both deducted from salary as well as employer's contribution) to the concerned statutory authority in time bound manner by its due date.
- 5.1.2.** The payment of the bill will be made preferably within time, subject to submission of the bill by the service provider in proper format and with all required documents. In case of non-receipt of required documents, the date of receipt of last document will be considered as the date of receipt of bill.
- 5.1.3.** The personnel shall get wages on or before the 7th of every month. This payment of wages is not linked to settlement of the Bill by the AIAHL. However, endeavor shall be made by AIAHL to make the payment to the agency in time.

5.2. Following documents are to be submitted by Service provider /Agency for claiming payment:

- 5.2.1.** Bill should be submitted for previous month as per attendance & wages paid as applicable (including the Service Charges & statutory taxes quoted by the agency in the financial bid).
- 5.2.2.** Monthly Bills should be attached with following documents:
- (i) List of manpower deployed in the billing month.
 - (ii) Calculation sheet & statement of ESI & EPF in the format for every month.
 - (iii) Electronic Challan Receipt and Proof of payment of ESI, EPF (for employer contribution and employee contribution)/GST and other statutory dues.
 - (iv) Proof of payment of wages in the form of Bank Statement (statement should have names of manpower deployed at AIAHL offices).
 - (v) Biometric/attendance details of the deployed manpower for the billing month in the prescribed format.

- (vi) Certificate to the effect that payment of wages to the concerned staff is as per rules and laws in force, and no Labour Law or any other Law governing the Manpower(s) deployed has been violated and any dispute or claim arising out of this shall be responsibility of Service provider.

5.3. Penalty Clause:

- 5.3.1.** In the event of breach, violation or contravention of any of the terms and conditions of contract & repetition thereof during the contract period, brought to the notice, AIAHL shall take action or impose deductions/penalty against the service provider. The deduction/ penalty shall range from counselling, warning, replacement of manpower, wage deduction, monetary fine per incident, cancellation of the contract with cancellation charges up to @ 10% of the annual order value to blacklisting the agency, depending on the gravity of act.

Although the provisions laid down in this GeM bid document at the clause- "Deduction" in SLA (Service Level Agreement) shall act as a guideline, however, the decision by the Competent Authority of AIAHL shall be final.

- 5.3.2.** In case of any loss/theft of property, the Competent Authority of AIAHL will consider the circumstances leading to the loss/theft and if the responsibility is fixed upon the Service provider by the Competent Authority, the Service provider will make good the loss within a specified period or else deduction of the cost will be made from the bill of the following month.

6. Dispute Settlement:

- 6.1.** It is mutually agreed that all difference and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations and if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator to be appointed under the Arbitration and Conciliation Act, 1996 or as amended from time to time, whose decisions shall be final and binding on both the parties. The arbitration proceedings shall be governed by Arbitration and Conciliation Act, 1996 as amended from time to time.

- 6.2.** The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, the service provider shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the service provider shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi only.
- 6.3.** The Courts at Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Appendix-A

**QUALIFICATION & ELIGIBILITY CRITERIA OF MAN POWER
[POST NAME, EDUCATIONAL QUALIFICATION, SKILL SET, EXPERIENCE,
JOB DESCRIPTION AND NO. OF POSTS]:**

Post	Qualification & Eligibility Criteria	No. of posts
Office Supervisor	<p><u>Qualification:</u> (i) Graduate in any discipline from a recognized university</p> <p><u>Experience:</u> Minimum 10 Years Experience in any discipline</p> <p><u>Remuneration:</u> Rs 35,000/- per month</p> <p><u>Job Description:</u> Data Entry/Handling/Maintenance/Reconciliation/Monitoring/Updating, Issuance of Cards, Monitoring the validity of items in the database for renewal, liaise with respective CGHS/govt offices for data correction, Handling queries, Arrange VCs on regular basis.</p> <p><u>Skills:</u></p> <ol style="list-style-type: none">1. Hands on experience in MS Office2. Confident, self-driven and team player3. Good communication skills in Hindi & English4. Ability to work in team5. Ability to handle long hours and work stress	1

ANNEXURE-I

< On Letter Head of Bidder>

(Undertaking)

(to be submitted by bidder in Technical Bid)

Date:

Sir,

Name of the firm /Agency and registered address: _____

Bid/Tender ID:_____Due date: _____

Sir,

1. I/We here by agree to abide by **all the terms and conditions** laid down in the Tender document bearing ID as mentioned above.
2. This is to certify that I/We before signing this bid, have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of all relevant Acts & Statutory provisions with respect to bidding, Contract fulfillment, payment terms and dispute settlements relevant to this Tender.
4. I / We hereby undertake that we do not upload multiple copies of same document for efficient bidding & evaluation process and upload scanned & legible copies of requisite documents.
5. I / We hereby undertake that we shall provide man power as specified in this bid document and as per **Appendix-A (in respect of Qualification and Eligibility criteria)**.
6. I/ We hereby do declare that Our Firm is not under liquidation, court receivership or similar proceedings and also not bankrupt at the time of

applying for the above GeM Bid. Also we have never been blacklisted and / or there were no debarring actions against us as on date at the time of bid submission due to any reason what-so-ever, by any Government or Government Agencies

7. In the event of any such information pertaining to the aforesaid matter found at any point of time either during the course of the contract or at the bidding stage, our bid/contract will be liable for truncation / cancellation / termination without any notice at the sole discretion of AI Assets Holding Ltd.
8. I/We hereby furnish the required information below and undertake the following:

S.N.	Information required	Reply / Undertaking
1.	Bid/Tender ID	
2.	Due date for tender	
3.	Names, address of firm/Agency and Telephone numbers.	
4.	Registration No. at Delhi of the Firm/Agency.	
5.	Name, Designation, Address and Telephone No. of Authorized person(s) of Firm/Agency to sign the bid / Contract and to deal with.	
6.	Whether Tenderer is sole proprietor/Partnership firm. Name and Address and Telephone No. of Directors/partners.	
7.	No. of years of Experience of running/providing similar manpower Provider (in years)	

Date:

(Signature of the bidder)

Name and Address

(with seal)

(Check List)**Note:**

1. It is advised that Bidders **“Do not Upload Multiple copies of same document and irrelevant documents”**.
2. All the Certificates which are not valid till Bid Offer Validity (as specified in this bid document), shall also be treated as invalid and liable to be rejected.

The following Documents (Scanned & legible copies) are to be uploaded online by the bidders along with technical bid for consideration of Technical bid qualification:

S.No	Document type / Information	Details	Mention Reason for not uploaded
1.	Valid UDYAM Registration Certificate of Ministry of MSME (online verifiable)		
2.	Valid Start up Certificate or Any other valid Exemption Certificate or Any other valid Exemption criteria		
3.	Fully functional Office in Delhi on the day of bidding with Registration Certificate/Rent Agreement/Utility (Kindly note that Registration Certificate/Rent Agreement/Utility Bills should be in the name of bidder)		
4.	Annexure-I (Undertaking) <i>[duly filled and signed in prescribed format with date]</i>		
5.	Valid PAN Card		

6.	Valid GST Certificate		
7.	Valid EPFO Certificate		
8.	Valid ESIC Certificate		
9.	Turn over certificate for previous three years (FY-2020-21, 2021-22 & 2022-23)		

	by the valid Chartered Accountant /Cost Accountant		
10.	Income Tax Return (ITR) of previous three years (FY-2020-21, 2021-22 & 2022-23		
11.	Past Experience of Similar Provider in Central / State Govt Organization / PSU / Public Listed Company: Upload Relevant contracts / orders of similar Provider successfully executed/completed over the last three years i.e. the current financial year and the last three financial years (ending month of March prior to the bid opening)		
12.	Make in India (MII) Compliance Certificate <i>[Mention: %of Indigenous]</i>		
13.	It is desired that the bidders should also upload the Annexure-II (Check list) , duly filled and signed.		

Date:

(Signature of the bidder)

Name and Address

(with seal)