

Air India SATS Airport Services Private Limited

E-RFP

**FOR PROVISION OF CONSULTANCY SERVICES REQUIRED FOR
STATUTORY AND LABOUR COMPLINCE FOR AISATS'S PAN
INDIA OPERATIONS.**

(E-RFP/Corporate/001/2022-23)

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DISCLAIMER

The information contained in this e-RFP document (hereinafter referred to as “E-RFP”) or and any information pertaining to the aforesaid subject matter subsequently provided to the applicants/**Bidders** in any form by Air India SATS Airport Services Private Limited (hereinafter referred to as “**AISATS**”) shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by **AISATS**.

This E-RFP is neither a Contract nor an invitation by **AISATS** to the prospective **Bidder(s)** or any other person. The purpose of this E-RFP is to provide all **Bidders** with the information that may be useful to them in the formulation of their proposals/ bids in response to this E-RFP. The statements, facts contained herein and various assumptions and assessments arrived at by **AISATS** do not purport to contain all/exhaustive information on the aforesaid subject matter that each applicant may require for the purposes of submitting their bids.

Each **Bidder** should, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this E-RFP and shall obtain independent advice from appropriate sources.

The information provided in this E-RFP to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. **AISATS** accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

AISATS also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any **Bidder** upon the statements contained in this E-RFP.

AISATS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this E-RFP, from time to time.

This E-RFP does not imply that **AISATS** is bound to select a **Bidder** or to appoint the **Service Provider**, as the case may be, and **AISATS** reserves the right to reject all or any of the proposals without assigning any reason at any time, whatsoever.

The **Bidders** shall bear any and all costs associated with or relating to the preparation & submission of its proposal/ bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by **AISATS** or any other costs incurred in connection with or relating to its proposals. All such costs and expenses shall remain with the **Bidder** and **AISATS** shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the **Bidder** in preparation or submission of the proposal, regardless of the conduct or outcome of the bid process as contained herein.

E-RFP Notice

E-RFP No: E-RFP/Corporate/001/2022-23

Date: 5th August, 2022

Dear Sir / Madam

Subject: Invitation to participate in AISATS's E-RFP for appointing a consultant to provide services required for statutory and Labor compliance at AISATS's pan India operations.

Air India SATS Airport Services Pvt. Ltd., (AISATS) invites bids (in e-E-RFPing mode only) from recognized, Registered, well established and financially sound **Service Providers** for providing the consultancy service for statutory and labor compliance required for AISATS's Pan India operations.

1. Interested **Bidders** are requested to visit our portal <https://AISATS.procuretiger.com/EPROC/> to complete the registration process for participation in the e-e-RFP.
2. For any queries related to registration on the portal, please contact on below coordinates.

E: Support@ProcureTiger.com | Mobile: +91 – 9510813436 / 9510813067 / 9328931942

Sincerely,

SD/

Vinay Sardar

Head - Procurement

Important: Please note that only e-e-RFP shall be accepted. No hard copies shall be entertained

E-RFP COVER LETTER

Reference: **E-RFP/Corporate/001/2022-23**

Date: 5th August, 2022

Sub: E-RFP for appointing a consultant to provide services required for statutory and Labor compliance at AISATS's pan India operations.

1. INTRODUCTION:-

AISATS is a leading gateway services and Cargo handling Service Provider in India. Since the start of its operations in 2008, **AISATS** has provided hassle-free and comprehensive solutions to its customer airlines in international airports at Bengaluru, Delhi, Hyderabad, Mangalore and Trivandrum.

2. PURPOSE OF THE E-RFP:-

Air India SATS Airport Services Private Limited (**AISATS**) desires to appoint the **Service Provider** who shall offer to deliver a high quality & competitive service, relative to best in class service at most competitive cost and who can carry out following activities for **AISATS** during the contract period.

- Consultancy for statutory and labour compliance for AISATS's Pan India Operations – **Service Provider** will use his expertise to help **AISATS** to maintain and track all statutory and labour compliances for AISATS's pan India operations.

3. SUMMARY OF BIDDING INFORMATION:-

Online E-e-RFP submissions are to be submitted through the E-procurement portal <https://AISATS.procuretiger.com/EPROC/> on or before 1700 Hrs. (Indian Standard Time) on 17th August 2022.

4. Contact Details:-

For any clarification, please address your questions via email to:

Name -: Hemant Puralkar

E-mail- Hemant.puralkar@aisats.in

Designation: Manager- Procurement & Stores

Air India SATS Airport Services Pvt. Ltd

We look forward to receiving your response.

ANNEXURE – A

GENERAL TERMS AND CONDITIONS OF THE E-RFP

Air India SATS Airport Services Pvt. Ltd., (**AISATS**) invites recognized, Registered, well established and financially sound **Service Providers** for providing the service of maintaining and tracking statutory and labour compliances for **AISATS**'s pan India operations.

1. Definitions as used in the E-RFP

- b. The term “**AISATS**” shall mean Air India SATS Airport Services Private Limited.
- c. The term “**E-RFP**” shall mean all the documents including E-RFP Notice, E-RFP cover letter, and all the E-RFP Annexures & Undertaking format.
- d. The term “**Bidder**” shall mean the one who has signed the E-RFP Form and submitted the Bid in response to this E-RFP.
- e. The term “**Bid**” shall mean the Technical Bid and the Price Bid filled up by the **Bidder** in response to this e-RFP document, including the documents submitted in support thereof.
- f. The term “**Contract**” shall mean the agreement entered into between **AISATS** and the **Service Provider**, confirming its acceptance of the E-RFP, on the terms and conditions mentioned therein.
- g. The term “**Services**” shall mean the services referred to under Annexure-D.
- h. The term “**Service Provider**” shall mean the **Bidder/s** who have been awarded the Contract to carry out the Services contemplated in this E-RFP.

2. Service Requirement:

Service Provider need to provide services to **AISATS** as mentioned in Annexure ‘D’. Service requirement mentioned in Annexure D is tentative and this requirement may increase/decrease from time to time during the contract period.

3. Offer Validity:

The Offer submitted by the **Bidder** must be valid for a period of 180 days from the date of opening of commercial bid.

4. Price:

- a. The price quoted should be firm and should be in Indian Rupees. The rate quoted shall remain firm throughout the period of the contract. Price quoted should be in line with the statutory requirements. Prices must be submitted as per the price bid format given by **AISATS**. Rates

should be inclusive of all charges applicable and excluding applicable GST taxes, the quantum of which should be clearly specified. The bill raised to **AISATS** after rendering the services shall be subject to tax deduction at source.

- b. Notwithstanding any other provision to the contrary contained in the contract, **AISATS** may, at any time, without providing notice to the **Service Provider**, set off or deduct from any or all amounts payable to the **Service Provider** (whether under the contract or any other contracts), any or all sums that may be due and owing by the **Service Provider** to **AISATS**, its related or associated companies, whether under the Contract or otherwise (including without limitation, any liquidated damages payable under Contract, or any amounts previously overpaid to the **Service Provider**).
- c. Unconditional discounts, if any, should be clearly indicated, and would be applied to the quoted price during evaluation.
- d. Conditional discounts, if offered will not be considered for arriving at the lowest quote.
- e. **Bidders** are advised to understand the magnitude of the job involved before submitting their bids. No clarification will be entertained after receiving bids.
- f. **Bidders** should note that if the contract is extended by **AISATS** for any further period **Service Provider** has to give same or lower prices to **AISATS** and no price escalation due to any reason will be entertained by **AISATS**.

5. Performance Bank Guarantee:

- a. The **Service Provider** shall be required to deposit an amount equal to 10% of the estimated contract Value as Performance Bank Guarantee (in the manner specified by **AISATS**) within 15 (fifteen) days of issue of Letter of Intent by **AISATS**.
- b. The Performance Bank Guarantee shall be in the form of an irrevocable unconditional Bank Guarantee issued by a Nationalized Bank in favor of "AIR INDIA SATS AIRPORT SERVICES PVT. LTD."
- c. It is expressly understood and agreed that the Performance Bank Guarantee is intended to secure performance of the **Service Provider**, failing which it will be deemed to be in default of the Contract. It is also expressly understood and agreed that the Performance Bank Guarantee is not intended to cover all the damages details stipulated in various clauses of contract or Work Order.
- d. The above Bank Guarantee shall be valid for over three months after the expiry of the period of the Contract. **AISATS** will be free to en-cash this Bank Guarantee in the event of any failure on the part of the **Service Provider** to meet his obligations under the contract

or in the event of any demand by the concerned Statutory Authorities for the dues from the **Service Provider**.

- e. The above Performance Bank Guarantee shall be released after the successful completion of the delivery & services. This guarantee shall be valid until three months after the completion of the contract.
- f. After acceptance of the Contract if any/all the terms and conditions of the contract is/are violated, then **AISATS** reserves the right to terminate the contract. In such case, the Performance Bank Guarantee amount will be en-cash by **AISATS** without assigning any reason.

6. **E-RFP Submission:**

The bid should be submitted online only on the e-procurement site mentioned in this E-RFP. E-RFPs received through fax and / or email will not be considered. E-RFPs submitted late will not be accepted. E-RFPs that are incomplete stand the risk of being rejected. The bid should be submitted in the prescribed formats only, before the last date and time of submission. The reasons for selection or rejection of a particular **Bidder** will not be disclosed.

7. **Signing of Bid Document:**

All the Bid document submitted should be signed only by authorized signatory of bidding firm. The **Bidder** should sign and affix his/his firm's stamp at each page of the E-RFP including its Annexures as the acceptance of the terms and conditions.

8. **RISK PURCHASE CLAUSE**

- a. **AISATS** reserves the right to curtail or cancel the contract either in full or part thereof if the **Service Provider** fails to deliver the services and comply with terms & conditions of the contract. **AISATS** also reserves the right to procure the same services through other sources at **Bidder's** entire risks, costs and consequences. Further, the **Service Provider** agrees that in case of procurement by the **AISATS** from other sources the differential amount paid by the **AISATS** shall be on account of the **Service Provider** together with interest and other costs accrued thereon.
- b. **AISATS** shall not be liable for any costs, obligations and claims incurred by the **Bidder** due to the cancellation.

9. **Bidder's representation, covenants, indemnities:**

- a. The **Bidder** has examined the scope of the Specifications and all other documents, information and requirement of Air India SATS Airport Services Private Limited, and has satisfied itself as to the adequacy thereof for the performance of this E-RFP. It is the duty

of the **Bidder** to draw to the attention of Air India SATS Airport Services Private Limited any errors, discrepancies or inaccuracies in the E-RFP Specifications.

- b. The **Bidder** agrees to fully and effectively indemnify and hold harmless **AISATS**, its parent companies, associated and affiliated companies from and against all actions, proceedings, claims, damages, liabilities, losses, costs and expenses (including without limitation, legal costs and expenses) whatsoever arising out of or in connection with the acts, deeds, omissions, defaults or negligence of the **Bidder** and/ or its officers, employees, representatives, agents, suppliers, **Bidders** or subcontractors in relation to this e-RFP performance of the Works and the **Bidder's** obligations under this e-RFP.

10. Duration of Contract:

The Contract for providing aforesaid service will be valid for the period of **one** year from the Contract commencement date or for the period till successful completion of services as mentioned in Annexure D, whichever is earlier. The period of contract may be further extended if required or may be curtailed/ terminated before the expiry date of the contract. After expiry of contract, **AISATS** may at its sole discretion extend the contract for one more year over the same terms & conditions.

11. Termination of Contract:

AISATS has the right to terminate the contract by giving a notice period of Thirty (30) days to the **Service Provider**. **AISATS** also has the right to terminate this Contract immediately if the **Service Provider** is found guilty of breach of the Contract or other unethical practices, including violation of any laws. In the event of termination pro-rata amount of the sum paid including taxes will be refunded immediately to **AISATS**. **Service Provider** has to give at least 2 months' notice to **AISATS** for termination of contract.

12. Payment:

- a. The payment shall be made within 30days from the date of receipt of Invoice by **AISATS**. **Service Provider** will raise the invoice after completion of services for each calendar month for the services provided during the previous month.
- b. **Service Provider** should ensure payments of all statutory dues which are mandatory and in force during the contract period and should submit the necessary proofs along with invoice.
- c. Good and Service Tax (GST) as per applicable rate shall be paid in accordance with the Rules on payment of GST as applicable.
- d. Payment will be released by **AISATS** after deduction of applicable TDS at the time of payment as per Indian laws.

13. Recover of Sums Due:

Whenever, any claim against **Bidder** for payment of a sum of money arises out of or under the contract, **AISATS** shall be entitled to recover such sums from any sum then due or when at any time thereafter may become due from the **Bidder** under this or any other contract with the **AISATS** and should this sum be not sufficient to cover the recoverable amount of claim(s), the **Bidder** shall pay to **AISATS** on demand the balance remaining due.

14. Non Waiver:

Failure of **AISATS** to insist upon any of the terms & conditions incorporated in the Contract or Purchase Order or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify **Bidder** in the event of breach, or the acceptance of or payment of any services hereunder shall not release the **Bidder** and shall not be deemed a waiver of any right of **AISATS** to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such services regardless of when such services are rendered, received or accepted nor shall any purported oral modification or revision of the order by **AISATS** act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of any condition of this Contract by **AISATS** shall not be considered as a continuous waiver or waiver for other condition by **AISATS**.

15. Other terms & Conditions:

- a. The **Service Provider** shall provide the services as mentioned in annexure – D.
- b. The **Bidder** shall not to sublet the work to other Firm/Agency (s).
- c. There shall be a Contract for Services instead of Contract of Service for all practical purposes.
- d. **Service Provider** will furnish all the required documents, records or data asked by **AISATS** or it's representatives including third party auditors appointed by **AISATS** within the stipulated timeline.
- e. **AISATS** or it's representatives including third party auditors appointed by **AISATS** may any time conduct the audit of the **Service Provider** and in case of any irregularities or defaults observed, the Contract shall be terminated immediately by **AISATS**.

14. Regulatory Compliance

The **Service Provider** shall ensure compliance of all applicable laws, rules and regulations and will have all necessary statutory and regulatory approvals and licences in place that may be applicable in furtherance of rendering the services under this E-RFP to **AISATS** and shall indemnify **AISATS** from any breaches committed by the **Service Provider**.

15. Gifts, Inducement & Rewards

- a. The **Bidder(s)** shall not offer gifts and rewards in any form or manner to any **AISATS** employee in relation to the obtaining or execution of any Contract with **AISATS**, whether or not the like acts are performed by the **Bidder(s)** or persons acting on its behalf with or without the knowledge of the **Bidder(s)**. The **Bidder** shall inform **AISATS** immediately and without fail if there is attempt from **AISATS'** staff to seek gifts and rewards in any kind and form from them. Failure to do so, constitute a serious offence which may render a termination of the Contract with **AISATS**.
- b. Without prejudice to the rights and remedies available under the law, **AISATS** shall terminate the Contract and debar the **Bidder(s)** for any appropriate period of time if it is proven that the **Bidder(s)** has/have offered and/or given gifts and rewards in obtaining or in execution of any Contract.

16. Conflict of Interest

- a. The **Bidder** (including its Personnel) that has a business or family relationship with family member of **AISATS** staff who is directly involved in any part of (i) the preparation of the Terms of Reference and Scope of work & services of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Works, may be disqualified from the Bid and / or terminate the Contract executed under the E-RFP, unless the conflict stemming from this relationship has been resolved in a manner acceptable to **AISATS** throughout the selection process and execution of the Work Order.
- b. The Bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of **AISATS**, or that may reasonable be perceived to the disqualification of the **Bidder** of the termination of Work Order.

17. Indemnity:

The **Bidder** agrees to fully and effectively indemnify and hold harmless Air India SATS Airport Services Private Limited and its management, officers and also parent companies from and against all actions, proceedings, claims, damages, liabilities, losses, costs and expenses (including without limitation, legal costs and expenses) whatsoever arising out of or in connection with the provision of services in this e-RFP.

18. Clarification:

- a. For any clarifications please contact Mr. Hemant Puralkar on email: Hemant.puralkar@aisats.in
- b. During the period following release of this e-RFP all **Bidders** will be permitted to submit questions in writing.

- c. While all questions will be given full consideration, Air India SATS Airport Services Private Limited reserves the right to limit the format, content and timing of its responses in any way believed by it to be appropriate (which includes the right to refuse a response without giving any reason for so doing).

19. **Confidentiality:** The contents of this e-RFP, together with all responses and clarifications provided to the **Bidder** by Air India SATS Airport Services Private Limited, and its process of **Bidder** selection, as well as the timing and content of any meetings, discussions and negotiations between Air India SATS Airport Services Private Limited and the **Bidder**, constitute 'Confidential Information and shall not be shared with any third party.

20. **Arbitration and Dispute Resolution:**

- a. In the event of any dispute arising out of or in connection to this E-RFP or the breach thereof including any question regarding its existence, validity or termination, the Parties shall first use their best endeavors to settle such disputes or differences through amicable discussions. To this effect, they shall consult and negotiate with each other, in good faith and understanding of their mutual interests, to reach an amicable and equitable solution satisfactory to both Parties
- b. However, if the dispute is not resolved within a period of thirty (30) days from the date the dispute is addressed by either party to the other Party then such disputes shall be resolved by reference to Arbitration by Sole Arbitrator to be appointed by both parties or through court as per the provisions of the Arbitration and Conciliation Act, 1996 along with any amendments thereto. The arbitration proceedings shall be conducted under the Arbitration and Conciliation Act, 1996 and any amendments thereto. The arbitration proceedings shall be conducted in English language and the seat of Arbitration shall be Mumbai, India. The **Bidder** shall bear all the expenses pertaining to Arbitration proceedings including arbitration fees and charges decided by the Arbitrator. The award so passed by the Sole Arbitrator shall be final and binding on the Parties.
- c. The Parties expressly agree that while any dispute under this document is subject of reference to arbitration proceedings, the Parties shall continue to perform all their respective obligations under this e-RFP without prejudice to the final determination of such reference by the Sole Arbitrator.

21. **Force Majeure:**

- a. Neither Party hereto shall be liable for failure to perform or for delay in forming any of its obligations under the e-RFP/Contract, if such failure or delay is caused or results from a condition or FORCE MAJEURE.

- b. The term FORCE MAJEURE as used in the e-RFP/Contract means Act of God, War, Revolt, Riot, Fire Tempest, Flood, Earthquake, Lighting, direct or indirect consequences of war (declare/undeclared) sabotage, hostilities, National Emergency, Civil Disturbances, Natural Calamities, Commotion, Embargo (Blockage) due to any law or promulgation, Ordinance or Executive order whether central or State or Local Or Municipal Authorities, Regulation

22. Jurisdiction:

This E-RFP shall be governed by, and interpreted in accordance with, the Laws of India. The Courts in Mumbai shall have exclusive jurisdiction to adjudicate the subject matter of this E-RFP.

ANNEXURE – B

GENERAL INSTRUCTIONS TO BIDDERS

- a. Online E-e-RFP submissions are to be submitted in a through the E-procurement portal (Technical bid and Price bid) <https://aisats.procuretiger.com/EPROC/> on or before 1700 Hrs. (Indian Standard Time) on 17th August 2022.
- b. Bids submitted online only will be submitted and bids sent by any other mode or way will be summarily rejected. **Bids** received late, delivered at different address other than as specified in the E-RFP / or lost in transit will not be accepted irrespective of whether the delay has arisen on account of the delivery system.
- c. There will be no acknowledgement of receipt of any **Bid**. It is the responsibility of the **Bidder** to ensure that the **Bid** reaches **AISATS** in the required manner and prior to the closure of the **Bid** submission date and time.
- d. **Bids** that are incomplete and do not comply with the Terms & conditions laid down in e-RFP documents, are liable to be rejected.
- e. **Bids** which will receive late or after the last date and time of submission mentioned in the E-RFP due to any reason will be rejected.
- f. The **Bidder** must sign (With Seal) all the pages of the Technical bid and the price bids. The **Bidder** must submit this **E-RFP** along with the technical bid signed by the authorized signatory of his firm and affix his/his firm's stamp at each page of the E-RFP including its Annexures as the acceptance of all the terms and conditions.
- g. The Technical Bid should not contain any indication of the price. In case any indication of price is included in the Technical bid, the Bid will be rejected without any reference to the **Bidder**. No correspondence will be entertained in this regard.
- h. The Price bids of only those **Bidders**, who qualify in the Technical Bid evaluation, would be opened at a later date and will be considered for further evaluation.
- i. **AISATS**, reserves the right to accept / reject any / all e-RFP without assigning any reasons.
- j. This document, or any part thereof, does not constitute and shall not be construed as a contract between **AISATS** and any **Bidder** and no communication, whether verbal or written by **AISATS** management, personnel or agents of the organization during the course of the evaluation process shall create such a contract in respect of the products or services specified in this E-RFP.
- k. The **Bidder** is responsible for all costs and expenses associated with responding to this E-RFP and **AISATS** cannot be held liable for any costs incurred by the **Bidder** regardless of the outcome.
- l. The **Bidder** must examine this document and be satisfied that it fully understands its obligations. **AISATS** shall rely upon the information provided by the **Bidder** and select the **Bidder** on the basis of this information.
- m. **AISATS** reserves the right to accept any e-RFP in respect of the whole or any portion of the

work specified in the specification and scope of the work or to divide or reduce the work.

AISATS shall reserve the right to accept the whole or part of the E-RFP.

- n. The process of verification of the credentials, background checks, technical capabilities and performance track record of any or all the **Bidders** can be carried out at any stage before the award of the contract by **AISATS** or it's representatives. **AISATS** reserves the right to disqualify any such applicants/**Bidder** if negative feedback is recorded during such verification process.
- o. **AISATS** is not liable for any claim for whatever costs which may be incurred in the preparation of the E-RFP
- p. **AISATS** may at its sole discretion and at any time during the evaluation of proposal, disqualify any **Bidder**, if the **Bidder**:
 1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
 2. Failed to provide related clarifications, when sought
- q. **AISATS** reserves rights to :
 1. Reject any or all responses received in response to the E-RFP without assigning any reason whatsoever.
 2. Cancel the E-RFP at any stage, without assigning any reason whatsoever.
 3. Waive or Change any formalities, irregularities, or inconsistencies in this proposal (format and delivery).
 4. Extend the time for submission of all proposals and such an extension would be duly notified on website.
 5. Select the next most responsive **Bidder** if the first most responsive **Bidder** evaluated for selection fails to result in the **Contract** within a specified time frame.
 6. Select the **Bidder** even if a single bid is received as response.
- r. **AISATS**, reserves the right to award the contract(s) in parts or in whole to one or more **Bidders**, based on its internal evaluation of the bids.
- s. **AISATS** is not bound to accept the lowest quoted e-RFP or to assign any reason for non-acceptance or rejection of the e-RFP. No e-RFP shall be deemed to have been accepted unless such acceptance has been notified in writing to the **Service Provider** by **AISATS** through the letter of acceptance.
- t. **AISATS** reserves the right to conduct negotiations and clarification meetings with qualified L1, L2 & L3 **Bidder** to achieve the most competitive and desirable solution for **AISATS**.
- u. **AISATS** also reserves the right to conduct negotiations with any **Bidder** having a price difference of 20% or less to the lowest quoted e-RFP.
- v. The **Bidder** acknowledges that in making its selection and when considering the formation of the Contract with the **Bidder**, **AISATS** will act in reliance on the representations made by the **Bidder** in the bid documents prepared and submitted in response to this E-RFP.
- w. The **Service Provider** shall enter / sign a contract with **AISATS** based at its Mumbai Office address.

- x. The **Service Provider** shall provide the services as prescribed in “Annexure – D” and Air India SATS Airport Services Private Limited shall purchase the services in accordance with and subject to the terms of the Contract.
- y. **AISATS** has the right to reduce / increase the scope of work based on the rates quoted by the **Bidder**.
- z. In particular but without limiting the generality of Clause “x” the **Service Provider** shall at its own cost and expense; Perform the services:
 - 1. In accordance with the provisions;
 - 2. In accordance with the Schedule;
 - 3. In accordance with the best industry practice;
 - 4. Diligently, efficiently, in a timely manner with reasonable care and skill to be expected of a reputable supplier experienced in the type of work to be carried out under the Contract.
- aa. The **Service Provider** will not assign the Contract to any third party without the prior written consent from **AISATS**.
- bb. In the event of default, **AISATS**, reserves the right to cancel the order or the contract and can claim damages from **Service Provider** and also reserve the right to award the contract to another party at the cost and risk of the **Service Provider**.
- cc. **AISATS** may ask bidders for clarification and discussion or pitch presentation to AISATs office. Bidders have to do the needful at their own cost.
- dd. Important dates relating to this E-RFP as under:
 - 1. Last Date and Time for Submission of Bid: 17th August, 2022 17:00 hrs.
 - 2. Likely date for commencement of services: 1st October, 2022

ANNEXURE – C

Eligibility Criteria for Bidders

The **Bidders** shall meet the following minimum eligibility requirement through supporting document to qualify for participation in the bidding process.

Sr. No.	Description of Criteria	Required Supporting Document
1	The Bidder shall necessarily be a legally valid entity, operating for minimum 3 (three) years.	Self-Attested copy of Certificates of incorporation/ registration issued by the respective authority
2	Bidder should be registered with the income Tax, Goods and GST	Copies of PAN, GSTIN,
3	Bidder must not be under any declaration of ineligibility by any authority and should not be blacklisted with any of the government department/office and has no criminal case pending in any court of law as on date of proposal.	Undertaking needs to be provided on the letter head of Bidder .
4	The registered office / Branch office of the Service Provider must be located within the jurisdictional area of Mumbai office of AISATS .	Valid address proof of the office
5	The Bidder must have minimum average turn-over of 50 lacs for last 3 consecutive years.	Last 3 years Audited Balance sheets or Duly attested copy from the statutory auditor / chartered accountant has to be provided certifying Organizations turn over during last three financial years.
6	Service Provider should able to provide online tracking & monitoring mechanism to AISATS	Web portal address and Detail Document of such mechanism and process
7	List of existing top 10 corporate customers	List of customers on the letterhead.

ANNEXURE – D

DETAILS OF SERVICES

Service Provider will provide the services to **AISATS** as specified below.

One Time activity:

- Registrations/Renewals under all applicable Labour Laws/Acts.
- Special Exemptions and Approvals
- Notice Management / Inspection Handling.

Monthly Activities: Payroll Compliance.

- Calculation of Periodical Dues and generation of Challans on line/as applicable – based on input from the payroll service provider.
- Enrolment of new joiners under ESIC, EPF and LWF on monthly basis.
- Remittance of Dues – as calculated above follow up with the client for remittance and ensure the same before due date – process to be agreed and signed off
- Returns – Preparation and Submission of required returns to the authorities as per due dates
- **INSPECTIONS/ AUDITS/ Notices (Case on Case)** - Management of inspection requests by Statutory authorities like inspectors of labour/PF/ESIC/PT/LWF authorities (assistance during inspection, replying to requests for documentation, replying to and closure of show cause notices, assistance in the event of court proceedings).
- Assistance during Audit by Statutory Auditors/Internal Auditors.
- Statutory Advisory
- Statutory benefits administration

Labour Laws (Registers and Returns to be filed against all the applicable laws)

- Displays – ensure that all displays (such as abstracts, registration etc) are available as per legal requirements of the applicable laws
- Registers and Documentation – All registers and documents that are required to be maintained by the Client as per applicable laws will be prepared based on the data received from the client and maintained. The process of exchange of data and preserving the registers to be discussed and agreed.
- Returns – Preparation and Submission of required returns to the authorities as per due dates – Process of exchange of data to ensure preparation and in time submission after client authorisation to be discussed and agreed

- Labor Law Advisory
- Auditing Labor Law Compliance
- License Application/ Amendment/ renewal
- Maintenance of Statutory records and returns
- Liaison with Factories, Labor, ESI and PF authorities
- Co-ordination for Remittance of statutory payments
- Continuous monitoring of contractor compliances
- Nominations under different legislation
- Benefits of labor legislation
- Accident Coordination activities

Requirements from the Service Provider:

- Initial Health Check Audit
- Monthly recurring preparation and maintenance of various registers and records at the client establishment under S&E Act and all other applicable compliances
- Preparation and filing of various periodical returns.
- Any other compliance activities which we may come across during the course of operation related to S&E Act
- One time activities such as S&E License – new / renewal, PT – Enrolment/Registration, CLRA /Registration (if applicable) etc.
- Notice Management / Inspection Handling.
- **Service Provider** should have a digital platform which enables real time tracking and monitoring the compliance status and records. **Service Provider** will provide the access of this platform to AISATS as per AISATS's requirement.
- Also **Service Provider** need to update / advise us on any new developments or changes that needs to be done pertaining to the various Labour Law applicability including but not limited to Minimum Wage applicability, Salary Structure, Statutory benefits etc.
- Service Provider ensure the security of AISATS data. Service Provider will ensure to have best in the class security standard for their online platform.
- **Service Provider** will inform AISATS time to time about the new changes / amendments / new laws which are applicable to AISATS. **Service Provider** also needs update and upgrade his digital platform in timely manner to accommodate these changes.
- **Service Provider** will provide training and user Manual to AISAT's staff about using the said digital platform.
- **Service Provider** will arrange a guidance & advise session at least once in six month for AISATS team.

Air India SATS Airport Services Private Limited

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Registered Office: Airlines House, 113, Gurudwara Rakabganj Road, New Delhi - 110001
(CIN): U74900DL2010PTC201763

Key Regulations to be covered:

- Employees' State Insurance Act, 1948
- Employees' Provident Fund and Misc. Provisions Act, 1952
- Employee Compensation Act, 1923
- Payment of Gratuity Act, 1972
- The Factories Act, 1948
- Shops & Establishment Act, 1961
- The Building and Other Construction Workers' Act, 1996
- Minimum Wages Act, 1948
- Payment of Wages Act, 1936
- Payment of Bonus Act, 1965
- Sexual Harassment of Women at Work (PP & R) Act, 2013
- Equal Remuneration Act, 1976
- Maternity Benefit Act, 1961
- The Apprentice Act – 1961
- The Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959
- The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
- The Contract Labour (Regulation and Abolition) Act, 1972
- Industrial Establishment (National Festival) & Holidays Act 1963
- Labour Welfare Fund, 1953
- Tax on Professions, Trades Callings & Employments

ANNEXURE – E

UNDERTAKING FORMAT

UNDERTAKING (to be given on company letter head)

- a. We hereby certify that all the information furnished by us is true to our knowledge. We have no objection to **AISATS** verifying any or all the information furnished in this document with the concerned authorities, if necessary.
- b. In the event of any information or statement being found to be in-correct in any way, the same is construed to be misrepresentation, enabling **AISATS** to refuse any resultant contract.
- c. We further undertake, as and when called by **AISATS** for the inspection, to produce original(s) of the documents of which copies have been attached hereto.
- d. It is certified that we/our company have not been debarred or blacklisted from participation in Government e-RFPs at the time of submission of e-RFP document against this e-RFP.
- e. We hereby certify that we / our company have not been penalized or found guilty in the court of law.
- f. We hereby certify that we / our company have nil records of poor performance during the last 3 (three) years, as on the date of application such as abandoning the work, rescinding of contract of their clients for which the reasons are attributable to the non-performance of the **Bidder** or its constituents, inordinate delays in completion, consistent history of litigation / arbitration awarded against the **Bidder** or any of its constituents or financial failure due to bankruptcy etc.

Name

Designation

Signature

Stamp