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AIESL
AI ENGINEERING SERVICES LIMITED

DISCLAIMER

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, or no responsibility or liability will be accepted by AI Engineering Services Ltd. (AIESL) or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by AI Engineering Services Ltd., but an invitation. No contractual obligation on behalf of AI Engineering Services Ltd., whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of AI Engineering Services Ltd. and the Bidder.

The information is provided on the terms and conditions set out in this Tender.

This Tender is not an agreement and is neither an offer nor invitation by AI Engineering Services Ltd. to the prospective bidder(s) or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and commercial offers pursuant to this Tender.

AI Engineering Services Ltd. to make no representation or warranty and shall have no liability to any person or bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in the tender process.

AI Engineering Services Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any or bidder upon the statements contained in this Tender.

Any information/documents including information/documents pertaining to this Tender or subsequently provided to bidder(s) and/or successful bidder and information/ documents relating to the bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation is not subject to disclosure as public information/ documents.

No contractual obligation on behalf of AI Engineering Services Ltd., whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of AI Engineering Services Ltd. and the Bidder.

INTRODUCTION

AI Engineering Services Ltd. has been incorporated under the Indian Companies Act 1956. AI Engineering Services Ltd. Limited is an Aviation MRO and fully owned Company of Government of India which provides maintenance, repair and related support for fleets of aircraft of Govt. organizations as well as commercial domestic and international airlines.

This RFP is issued to invite proposals from reputed vendors with credible experience in Operation & Routine Maintenance of 11 KV Substation & Electrical Maintenance of Engineering Establishments of State/Central Government department, State/Central Govt. PSUs, hospitality industry or reputed organizations in conformance of specifications given in the tender documents and distribute the same at various locations in India as per requirement and schedule.

AIESL invites sealed bids in a two-bid stage system i.e.

- 1- Technical Bid and
- 2- Price Bid.

The first stage of the bidding process shall involve the opening of the Technical bid Response and the second stage shall involve the opening of the Financial Bid Response after technical bid evaluation. Bidders shall submit their offer, in two separate sealed envelopes, as is required of the two bid tender system.

(1) The first envelope should be super-scribed with the tender reference number and be marked as “**Technical Bid** – Tender Enquiry Ref. No. AIESL/PPMM/DEL/23-24/RFP/23041 Date:- **17th August 2023, Time:1100 Hrs** for “AMC for Operation & Routine Maintenance of 11 KV Substation at IGI Airport, Terminal – 1 (Part-1 & Part-2), (2) Electrical Maintenance of AIESL Establishments at IGI Airport, Terminal – 1 & 2 (Part-1 & Part-2) New Delhi” and should contain only the technical details.

The second envelope should be super-scribed with the tender reference number and be marked as “**Price Bid - “Not To Be Opened Before (Due Date And Time)”** Tender Enquiry Ref. No. AIESL/PPMM/DEL/23-24/RFP/23041 Date:-17th August 2023 for “AMC for (1) Operation & Routine Maintenance of 11 KV Substation at IGI Airport, Terminal – 1 (Part-1 & Part-2), (2) Electrical Maintenance of AIESL Establishments at IGI Airport, Terminal – 1 & 2 (Part-1 & Part-2) New Delhi” and should contain only the Price offer.

The Bidders who have experience in providing similar Services and qualify the eligibility criteria of Tender Document need only apply for this Tender.

For any queries you may contact on below mentioned email or Phone number

A. Mr. Sanjay Meena Sr.AGM, (Commercial)
O/o Dy. GM (E-PPMM),
Ph.No. 011-25667825
Email ID: sanjay.meena@aiesl.in, aieslpurchase.nr@aiesl.in

B. Mr. Amit Sharma Executive (Technical)
O/o Dy.GM (EF&PM), NR
Ph.No.011- 25656625,25656180
Email ID: amit.sharma1@aiesl.in , efpm.nr@aiesl.in
(Note : Same to be provided by Bidder)

OBJECTIVE

The purpose of this Tender document is to present the requirements of AIESL and to invite Technical and Price proposals under the two-bid tender process, from experienced, capable & reputed bidders registered in India for “AMC for (1) Operation & Routine Maintenance of 11 KV Substation at IGI Airport, Terminal – 1 (Part-1 & Part-2), (2) Electrical Maintenance of AIESL Establishments at IGI Airport, Terminal – 1 & 2 (Part-1 & Part-2) New Delhi”

SUMMARY OF BIDDING INFORMATION

S.No.	Particulars	Details
1.	Name of Work	Annual Maintenance Contract for Operation & Routine Maintenance of 11 KV Substation at IGI Airport, Terminal – 1 (Part-1 & Part-2), Electrical Maintenance of AIESL Establishments at IGI Airport, Terminal – 1 & 2 (Part-1 & Part-2) New Delhi
2.	Availability of Bidding Document	24th July 2022 website : www.aiesl.in & GEM PORTAL (for display only).
3.	Time & date of pre-bid conference	From 1015 hrs to 1130 Hrs on 1 st August 2023
4.	Last date and time for bid submission	17 th August 2023 1100 Hrs
5.	Place of submission of bid	O/o Dy General Manager – E-PPMM, Production Planning & Materials Management, AI Engineering Services Limited, A320 Avionics Complex, IGIA, Terminal-2, New Delhi-110037. India. Contact No : +91 11-25656068/25667831 Landmark New Customs House, Gate no6 Cargo.
6.	Date and Time of Technical Bid Opening	17 th August 2023 at 1130hrs
7.	Validity of Bid	120 days from the date of opening of technical bid.
8.	Earnest Money Deposit	Rs.54,000/- through bankers cheque/Draft in favor of AI Engineering Services Ltd. New Delhi. To claim EMD Exemption, Bidder must enclosed MSME certificate.

*GEM portal is for display of tender document only, hard copy (bids) to dropped at above mentioned office address.

Note: Date and time for opening of the Price Bids of the technically qualified Bidders shall be intimated later. If any of the due dates specified above happens to be a holiday, then next working day shall be the due date for the said purpose. Bids will be opened in presence of the bidder / bidder’s representative who chooses to attend. For further details regarding tender documents visit our website: www.aiesl.in

GENERAL MANAGER
AI Engineering Services Ltd.

GENERAL TERMS & CONDITIONS (GTC)

AI Engineering Services Ltd. Limited reserves the right to accept or reject any/or all bids, annul the tender process and reject all 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 for its action. AI Engineering Services Ltd. also reserves the right to extend the validity period of the Tender due date and has right to re- issue the Tender without Bidders having right to object to such reissue.

1. Abbreviations, Definitions and instructions to Bidders:**1.1**

AIESL - AI Engineering Services Limited
PAN - Permanent Account Number
GSTIN - Goods & Service Tax Identification Number
PQ - Pre-qualification
EMD - Earnest Money Deposit
MSME - Micro, Small & Medium Enterprises
LOI/LOA - Letter of Intent/Acceptance
SD - Security Deposit
ECS - Electronic Clearing Service TDS - Tax Deducted at Source
MOQ - Minimum Order Quantity

1.2 In this Tender, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

1.3 “Applicable Law” means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, and applicable to the Tender.

1.4 “Bid”/”Proposals” means the proposals submitted by the Bidder(s) in response to this Tender in accordance with the provisions hereof including, Technical Bid and Price Bid along with all other documents forming part and in support thereof.

1.5 “Bidders” means eligible entity who submits the Bid along with Earnest Money Deposit under this Tender within the stipulated time for submission of Bids.

1.6 The term “Contract/Agreement” shall mean the agreement entered into between AIESL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.

1.7 “Successful Bidder” shall mean the Bidder whose technical bid and price bid has been accepted by AIESL and to whom a Letter of Acceptance is consequently issued by AIESL and the same has been accepted such Successful Bidder vide a letter.

1.8 Any other term(s), not defined herein above but defined elsewhere in this Tender shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

2. Bid Submission requirement, Tender Opening and the evaluation process:

- 2.1** Tender documents available for downloading on free of cost basis from AI Engineering Services Ltd. Limited website www.aiesl.in .
- 2.2** Bidder are requested to carefully examine the Tender Documents, Terms & Conditions of Assignment, Specifications and if there should be or appear to be any ambiguity therein, they should immediately liaise with AI Engineering Services Ltd. Limited for necessary clarification.
- 2.3** The Bids should be English Language, should be submitted in prescribed format and all pages must be duly signed and stamped.
- 2.4** The tender document must be serially numbered with page numbers marked on each page and signed by the bidder. The Bidder shall also sign with date, the last page of the Tender Document and stamped with company seal.
- 2.5** The Tender shall contain the name of the authorized signatory with designation, postal address, email address, Telephone No. and Mobile No. for the Bid in connection with the Tender.
- 2.6** The Tender document shall include the documentary proofs for qualifying requirements.
- 2.7** The Bidders, or their authorized representatives (only one person), would be permitted to attend the opening of the tenders. The representative must carry a letter of authority from the authorized signatory, authorizing them to attend the tender opening, failing which they will not be permitted to participate in the tender opening process. The name(s) of the representative(s) must be directly sent to AIESL at least 3 (three) days before the date of opening of the tenders by e-mail or , as under e-mail to Mr. Sanjay Meena, Sr. AGM. (E-PPMM) on sanjay.meena@aiesl.in, aieslpurchase.nr@aiesl.in .
- 2.8** AIESL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process. However, AIESL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing contained herein shall be taken or read as compelling or requiring the AIESL to respond to any question or to provide any clarification.
- 2.9** The complete bidding document shall be published on www.aiesl.in on xx July2023 for the purpose of downloading.
- 2.10** A successful bidder will be selected on the criteria described in this Tender.
- 2.11** Bidders are advised to study this Tender document carefully, before submitting their proposals, in response to the Tender Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this Tender document with full understanding of its terms, conditions and implications.

3. Tender Fee (NIL)

The tender document may be downloaded from our website “www.aiesl.in” free of cost.

4. Submission of Bids:

The Bidders should submit their Bids in a two-bid format

(a) Technical Bid &

(b) Price Bid as per following details:

❖ **Envelope– 1 (Technical Bid):**

The Envelope 1 containing the Technical Bid, must be submitted separately in a Sealed/closed envelope super scribing “Technical Bid for **Tender No: AIESL/PPMM/DEL/23-24/RFP/23041** Date & Time: **17th August 2023 till 1400hrs** or Appointment of a Service Provider for AMC of “(1) Operation & Routine Maintenance of 11 KV Substation at IGI Airport, Terminal – 1 (Part-1 & Part-2), (2) Electrical Maintenance of AIESL Establishments at IGI Airport, Terminal – 1 & 2 (Part-1 & Part-2) New Delhi” along with the requisite proof of submission .The Bidder must furnish the all annexures as requested in this tender document along with all attachments/documents/information and details sought / required through documentary evidence, duly signed by the authorized signatory of the Bidder(s) with company seal on all the pages of such documentary evidence and annexure submitted along with Technical Bid, as per the terms of the Tender. The Bidder’s name, email ID / contact numbers (telephone and mobile) of the Bidder’s contact person, and the item(s) for which the Bid has been submitted should also be mentioned on the Envelope-1.

❖ **Envelope– 2 (Price Bid):**

The duly filled and signed Price Bid, as per annexure-9, should be submitted separately in another Sealed/closed envelope super scribing Price Bid “NOT TO BE OPENED BEFORE (due date and time) “**Tender No: AIESL/PPMM/DEL/23-24/RFP/23041 – Not to be opened with Technical Bid**” for Appointment of a Service Provider for AMC of “(1) Operation & Routine Maintenance of 11 KV Substation at IGI Airport, Terminal – 1 (Part-1 & Part-2), (2) Electrical Maintenance of AIESL Establishments at IGI Airport, Terminal – 1 & 2 (Part-1 & Part-2) New Delhi”. The Price Bid must be signed by the authorized signatory of the Bidder and company seal shall be duly affixed on each page. The name of the Bidder, mailing address, contact no., mobile, e-mail-id, and the item(s) for which the Bid has been submitted should also be mentioned on Envelope-2. Bid must have only Price Bid.

❖ **Envelope 3 (Master Envelope):**

Both the above envelopes i.e. the Technical Bid and Price Bid, must further be enclosed in a master envelope which must also be in a Sealed/closed condition super scribing “Tender No: AIESL/PPMM/DEL/23-24/RFP/23041 Date:- 17th August 2023 for Appointment of a Service Provider for AMC of “(1) Operation & Routine Maintenance of 11 KV Substation at IGI Airport, Terminal – 1 (Part-1 & Part-2), (2) Electrical Maintenance of AIESL Establishments at IGI Airport, Terminal – 1 & 2 (Part-1 & Part-2) New Delhi” The name, contact no., mobile, e-mail-id and complete address of the Bidder must be mentioned on the Master Envelope and the same shall be addressed to the O/o Dy. General Manager –(E-PPMM), AI Engineering Services Limited, New Avionics Complex, IGI Airport,

AIESL/PPMM/DEL/23-24/RFP/23041

New Delhi 110037, Contact No: +91 11-25656068/25667831. The Sealed bid master envelope shall be submitted at the above address in person or by post / courier to reach on or before the Due Date/Time.

- 4.1 Prospective Bidders must submit both their technical bid and Price bid responses, in sealed condition by the due date and time. Please note the copy of the technical bid should be in the sealed "Technical bid" envelope and the copy of price bid should be in the sealed "Price Bid" envelope. No deviation of the above will be accepted.
- 4.2 The Bidders should sign on all pages of the Technical Bid and the Price Bid. Further, all pages of the bid document shall be electronically numbered serially and stamped by the authorized signatory along with supporting documents as asked in the Technical Bid, as an index of submissions. The individual signing the Tender or other documents in connection with the Tender must certify the capacity in and/or authority in which they are signing the bid.
- 4.3 Bidders should submit a copy of their price bid response WITHOUT MENTION OF ANY PRICE WHETHER IN FIGURES OR WORDS (with price blanked) along with the Technical Bid.
- 4.4 The price bid should remain valid for acceptance for a minimum period of 120 (one hundred and twenty) days from the date of opening of the Technical Bids. However, the validity of the bid must be extended as required, upon request from AIESL to enable completion of the evaluation of the bids and finalization of the Successful Bidder.
- 4.5 AIESL reserves the right to accept/reject any/all bids. Further, incomplete bids are also liable to be rejected.
The Master Envelope should be sealed / closed, addressed and submitted at the following address on or before the closing date and time:
Dy. General Manager - E-PPMM
Production Planning & Materials Management (E-PPMM),
A320 Avionics Complex,
AI Engineering Services Limited,
IGIA Terminal-2, New Delhi 110037. India.
Tele: +91-11-25656068 (Direct), +91-11-25667831
E-mail ID - sanjay.meena@aiesl.in, aieslpurchase.nr@aiesl.in
- 4.6 Bidder's queries, if any, may be addressed to the officials of AIESL by e-mail ID given at 4.5 above.
- 4.7 All bids must be delivered by the person / courier / post to the office of DGM (E-PPMM), AI Engineering Services Ltd, New Avionics Complex, IGI Airport, Terminal -2, Delhi-110037, within mentioned stipulated date and time.
- 4.8 AIESL has the right to amend and/or re-issue the Tender document without the applicant(s)/bidder(s) having any right to object to such reissue.

5. Tender Opening:

- 5.1 On the date of opening of the technical bid only the technical bids would be opened, and the price bids would be kept in the custody of AIESL, duly countersigned by AIESL tender opening committee members.
- 5.2 Bidders, or their authorized representatives (only one person), would be permitted to attend the opening of the tenders. The representative must carry a letter of authority from the authorized signatory, authorizing them to attend the tender opening, failing which they will not be permitted to participate in the tender

opening process. (Annexure-10)

- 5.3** The Price Bids of only those Bidders, who qualify in the Technical Bid evaluation, would be opened at a later date, which would be notified in advance to the successful Bidder.
- 5.4** The bids should be neatly presented. No overwriting or cutting/usage of white correction ink would be accepted in the Tender Document. Corrections, if any, should be duly authenticated with full signature of the authorized person who is signing the Tender, failing which the Tender is liable to be rejected.
- 5.5** AIESL reserves the right to award the contract(s) to Successful Bidder as it may deem fit as per its operational requirements.

6. Rejection of Bids

- 6.1** In case the Price Bid and the Technical Bid are enclosed in the same envelope instead of in two separate sealed envelopes, AIESL will assume no responsibility for the misplacement or premature opening and such bids shall be rejected.
- 6.2** The Technical Bid should not contain any indication of the price. In case an indication of the price quoted is included in the Technical Bid, the quotation will be rejected without any reference to the Bidder. No correspondence will be entertained in this regard.
- 6.3** The bids should be neatly presented. No overwriting or cutting/usage of white correction ink would be accepted in the Tender Document. Corrections, if any, should be duly authenticated with full signature of the authorized person who is signing the Tender, failing which the Tender is liable to be rejected.
- 6.4** All relevant supporting documents attached with the said bids must be duly signed by the Bidder. In case the bids are not accompanied by any and all supporting documents, the bid shall be liable to be rejected.
- 6.5** Bids received without certificate of site visit for assessment of work shall be rejected.

The bids are liable to be rejected forthwith, i.e., without being evaluated, on the following grounds:

- i.** If the Tender has been received after the closing date / time of the tender.
- ii.** If only the technical bid has been received and the price bid has not been received, and vice versa.
- iii.** If the Tender has been received by email or or in any other manner as the one mentioned in the Tender, instead of in separate sealed / closed covers.
- iv.** If the Tender has not been signed by the authorized signatory of the Bidder.
- v.** If the technical bid has been received without EMD or the EMD has been submitted in a mode other than as specified in the Tender.
- vi.** If the Tender is received without the signed integrity pact in the technical bid.
- vii.** If the bidder's response is not received in sealed condition and If the bids are not deposited in the tender box at the designated address as mentioned in the tender document.
- viii.** If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or submission of illegible copies or unexplained materials and/or bids not received as per the desired formats & bidding instructions.
- ix.** If the price bid indication has been provided in the technical bid response
- x.** If the bid response is not presented neatly and corrections if any are not duly authenticated with full authorized signatures of the person who has signed the bid

document.

- xi.** If the bid has been received without the undertaking of acceptance of all terms & conditions.
- xii.** If the bid (technical/price) is incomplete.
- xiii.** The above list is only illustrative and there can be other relevant grounds of rejection of bids.

7. Eligibility Criteria:

- 7.1 The Bidder must have an experience of at least 3 years (on or after 01.01.2019 up to the date of opening of tender) in the field of “Operation & Maintenance of HT (High Tension) Electrical Establishments” of wet riser type. Copies of relevant supporting documents i.e., Work Orders / contracts for the contracts executed in support of proof thereof duly self attested must be enclosed. (Mandatory).
- 7.2 Bidder must have a Valid Electrical Contractor/Supervisory License issued by Govt. of Delhi for authorization to work in DELHI/NCR for Electrical Work.(copy of the above License duly self attested should be enclosed as proof of above). (Mandatory).
- 7.3 The Bidder must have working office in municipal limits of DELHI/NCR, in his name, as on date of the submission of the tender. Self attested copy of lease agreement / Electricity bill/property tax receipt/telephone bill or RC of commercially registered vehicle bearing the address of working office in Municipal limits of DELHI / NCR must be enclosed. (Mandatory).
- 7.4 The Bidder must visit the site and assess the work & get acquainted with the site conditions before bidding. The interested parties may contact authorized representative of the O/o DGM (EF&PM), NR to discuss scope and quantum of work. (Mandatory)
- 7.5 Along with Tech. Bid, the Bidder must deposit EMD @ ₹ 54,000/- by way of valid DD/PO/ Banker’s Cheque drawn in favor of the AI Engineering Services Ltd. payable at Delhi. Firms having valid registration with MSME are eligible for EMD exemption. Copy of Valid MSME registration certificate must be provided by the Bidder seeking exemption of EMD. (Mandatory).
- 7.6 Possession of PAN, ESI, PF is must at the time of submission of tender. Self attested document confirming registration of ESI, PF & GST (REG-06 certificate) must be enclosed. (Mandatory).
- 7.7 The Bidder must have a minimum turnover of Rs. 17 Lakh for the Financial Year 2019-20, 2020-21 and 2021-22. Copy of Audited Balance Sheet and P&L A/C of the Financial Year 2019-20, 2020-21 and 2021-22 duly signed by the Proprietor/Director should be enclosed as a proof of above.(Mandatory).
- 7.8 The Bidder must be an income tax payee and should furnish PAN / GIR No. Self attested copy(s) of income tax return for the Financial Years 2019-20, 2020-21 and 2021-22 be enclosed with Technical Bid. (Mandatory).
- 7.9 The Bidder must have valid BCAS Security Programme for working in AEP areas at Airport. A self attested copy of valid BCAS Security Programme must be enclosed with Technical Bid.(At the time of submission of Bids)

8. Amendment

Amendments, corrigendum, clarifications and due date extension if any, to this Tender will be hosted on the web site of AIESL, (www.aiesl.in) and no separate Notice Inviting Tender (NIT) would be issued in the newspapers or anywhere else.

AIESL will also not intimate the Bidders individually of the same. The Bidders are therefore, advised to visit the AIESL website regularly till the date of closing of the Tender (or extended date, if any). The last amendment, if any, will be hosted a minimum of seven (07) days before the closing date of the Tender.

9. Modification of Bids

- a. On account of any amendments, being made to the Tender the Bidders shall have a right to modify their bid after the bid submission but prior to the due date (or extended due date, if any) for submission of Bid. The last modified bid of the Bidder received by AIESL before the due date (or extended due date, if any) and as submitted to AIESL shall be final and binding on the Bidder.
- b. The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of this Tender, with the outer and inner envelopes additionally marked “modification”.

No bid shall be modified after the deadline for submission of bids.

- c. At any time prior to the last date for submission of bids, AIESL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify this Tender document by an amendment. In order to afford reasonable time to Bidders to take such amendments into account for preparation and submission of their bids, AIESL may, at its discretion, extend the last date for the submission of bids through an announcement of its website.

10. Withdrawal of Bids

No bid will be permitted to withdraw in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of bid during this period would result in forfeiture of bidder’s EMD. However, on account of any amendments the Bidder may withdraw their bid after the bid submission prior to the due date (or extended due date, if any) for submission of bid.

11. Evaluation criteria for the Technical bids, Commercial bids & method of arriving at L-1 bidder.

11.1 Technical bid:

- i. The technical bids submitted would be evaluated to verify the suitability and compliance of the bidder as to whether the applicant to the tender has the required capability, capacity and / or expertise to provide the required services under this tender. Assessment would be made to determine whether the bidders meet the requirement under Scope of Work of AIESL, as per the pre-qualification criteria and compliance to other terms and conditions of the tender.
- ii. It may be noted that all those bidders who fully and unconditionally meet all of the Eligibility criteria listed at Annexure-6 would be declared qualified in the technical evaluation process.
- iii. The bidder’s offers would be evaluated based on their response to the Eligibility criteria and the response to the technical information. All the conditions indicated as “MANDATORY” conditions in the Eligibility Criteria (Annexure-6) response format, are to be mandatorily fulfilled and along-with the said Annexure, the supporting documents thereof are to be given, in order to qualify for the evaluation of the technical bid. The bidder must also have submitted the requisite

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amount of EMD of Rs. 54,000/- (DD/Pay order) (Rupees Fifty Four thousand only) for Indian bidders as well as the signed Integrity Pact document (Annexure-13) along-with the technical bid response in order to qualify the technical evaluation. Any exceptions, conditions, covenants or qualifying remarks submitted by the bidders will not be accepted.

- iv. AIESL reserves the right to confirm the authenticity of the bid documents or to seek clarifications from the references quoted by the Bidders in their bids, for compliance with the requirements as mentioned in the Tender, without the knowledge of the concerned Bidders. AIESL also reserves the right to seek documents/ information / clarifications from the bidders as it may deem necessary for the purpose of evaluation of the Technical Bids, to determine their suitability or otherwise for this tender.
- v. The verification of the information submitted by the bidder through a site visit by the Technical Committee shall also be the part of the Technical Evaluation.
- vi. The bids will be evaluated to verify compliance with the pre-qualification criteria.
- vii. AIESL reserves the right to carry out an inspection to assess those capabilities of the manufacturing unit(s) and the processing facility / facilities to produce the required quantities in accordance with the schedule as indicated.

11.2 Price bid:

The Price Bids of only those bidders who qualify and are short listed on evaluation of their Technical Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Technical Bid evaluation, and they or any one (01) of their authorized representatives only, would be permitted to participate in the opening of the Price Bids. The Price Bids would be evaluated as per stated evaluation criteria at para 11.2.a & PARA 11.2.b below.

PRICE BID (Sealed/ Closed Envelope)

The bidder will have to submit the Price Bid in sealed envelope duly super scribed with Price Bid (“NOT TO BE OPENED BEFORE (due date and time)”) for enquiry No AIESL/PPMM/DEL/23-24/, Date:- xx July2023 must confirm to the followings:

- a. Rates quoted as per “Annexure-9” in the given format only.
- b. Unconditional discount, if any should be clearly indicated and would be applied to the quoted price during evaluation.
- c. Conditional discount if offered will not be considered for evaluation.
- d. The quote must be protected with a transparent adhesive tape.
- e. The rates should be quoted in Figures and Words and if there is a discrepancy between the words and figures, the amount in words will prevail.
- f. The name and address of the bidder must be marked on each Envelop.

11.2.a Method of evaluation of PRICE BIDS and arriving at L-1 offer

1) METHOD OF ARRIVING AT L1 VENDOR

Bidders should quote their lowest rates for “AMC for

(1) Operation & Routine Maintenance of 11 KV Substation at IGI Airport, Terminal – 1 (Part-1 & Part-2),

(2) Electrical Maintenance of AIESL Establishments at IGI Airport, Terminal – 1 & 2 (Part-1 & Part-2) New Delhi”

- (i) L- 1 will be decided on overall cost to AIESL.
- (ii) Total Price is to be inclusive of all Govt. Duties / Levies like GST and any other charges that may be applicable.
- (iii) Conditional discount, if any, will not be taken into consideration while arriving at the lowest landed cost.
- (iv) Micro, Small & Medium Enterprises (MSMEs) & Start-ups Units will be given Benefits/Preference as detailed at Para 16 of this Tender document.
- (v) Provide HSN code separately for each item.

2) Other points to be noted while submitting the Bid:

- (i) AIESL will not accept inclusion of any additional costs, if requested for after opening of the tender.
- (ii) When there is a difference between the rates in figures and in words in Price Bid, the rates which corresponds to, the amount worked out by the Service Provider, shall be taken correct as per the following:
 - a. When the amount of any item is not worked out by the Service Provider or it does not correspond to the rate written either in figure or in word, then the rate quoted by the Service Provider in words shall be taken as correct.
 - b. When the rate quoted by the Service Provider in figures and in words tallies but the amount is not worked out correctly, rate quoted by the Service Provider shall be taken as correct and not the amount.
- (iii) All rates shall be quoted on the proper form (i.e., the Price Bid format) of the Tender alone. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only. The total amounts should be written in figures only. In case of figures, the words Rs. or the rupee symbol should be written before the figures of rupees and words paise after the decimal figures, e.g., Rs.2.15p and in case of words, the word Rupees shall precede and the word “Paise” shall be written closely following the amount and it shall not be written in the next line.

11.2.b L1 will be determined on the basis of sum of total offer received from Price Bid Form.

12. Disqualifications:

Even though the Bidders meet the aforesaid criteria, they are subject to be disqualified if the following are observed during the course of evaluation:

- 12.1** Bidder has made misleading or false representation in the forms, statements, and attachments submitted,
- 12.2** Records of poor performance of work (whether for AIESL, or any other company/organization) during the last 3 (three) years, as on the date of submission

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of the bid, such as abandoning the work, rescinding of the contract for which the reasons are attributable to the non- performance of the Bidder or its constituents, inordinate delays in completion, history of litigation / arbitration awarded against the Bidder or any of its constituents or financial failure due to bankruptcy etc.

12.3 The bidder has been into any kind of legal dispute or arbitration in the past or at present with AIESL or its sister companies.

12.4 The Bidder has been blacklisted in India or anywhere else in the world, he should not be allowed to participate in the tender.

12.5 The bid offer has been made by an intermediary/agent/middleman.

13. Award of the Contract, Acceptance and Commencement

13.1 The Contract shall be awarded to the Successful Bidder vide the Letter of Award (LOA) issued by AIESL, based on the evaluation of the bids by AIESL.

13.2 The Successful Bidder has to convey acceptance of the LOA within 7 days of its receipt.

14. Zero deviation:

Bidders are advised to quote strictly as per terms and conditions of tender document and not to stipulate any deviation / exceptions. Violation of any terms & condition will be liable for disqualification of bid.

15. Earnest Money Deposit:

The Bidder should submit an EMD of Rs. 54,000/- (DD/Pay order) (Rupees Fifty Four thousand only) through DD in favour of AI Engineering Services Ltd. Ltd. If the Bidder is seeking exemption from submission of EMD as per Para 16 of this tender, they must submit the relevant documents.

i. EMD will be interest free.

ii. EMD of the unsuccessful bidders will be refunded within 60 (sixty) days after completion of the Tender process and after the award of the Contract.

iii. EMD of the Successful Bidder will be returned after receipt of Security Deposit or Bank Guarantee in lieu thereof as stated in the clause of Security Deposit. EMD will be forfeited in the event of Bidder withdrawing or modifying their bid or fails to abide by any terms of the Tender, after opening of the bids or deviates or derogates from the conditions of the Tender or if the successful Bidder declining/refuses to accept the Letter of Intent (LOI) and execute the contract, or declining to furnish the security deposit.

i. The EMD may also be submitted through net banking using the following details:

Name of the Bank	State Bank of India
Branch Address	New Delhi
Account Holder's Name	AI Engineering Services Limited
Account Number	33029526378
IFSC Code	SBIN0000691
Account Type	Current

16. Benefits/Preference for Micro, Small & Medium Enterprises (MSMEs) & Start-ups:

- 16.1.** As per Public Procurement Policy for Micro, Small & Medium Enterprises (MSMEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012.
- (a) District Industries Centres (DIC)
 - (b) Khadi and Village Industries Commission (KVIC)
 - (c) Khadi and Village Industries Board
 - (d) Coir Board
 - (e) National Small Industries Corporation (NSIC)
 - (f) Directorate of Handicraft and Handloom
 - (g) Any other body specified by Ministry of MSME
- 16.2.** MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the particular tendered item along with their bid.
- 16.3.** The MSMEs registered with District Industries Centers must submit the 'Acknowledgement of Entrepreneur Memorandum (EM) Part-II' along with their bid. The MSMEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
- 16.4.** The Micro & Small Enterprises not registered for the particular trade/item for which the tender is relevant, would not be eligible for exemption/preference.
- 16.5.** The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.
- 16.6.** The MSMEs who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
- 16.7.** Exemption from submission of Earnest Money Deposit (EMD) – The MSMEs registered with above mentioned agencies/bodies are exempted from payment of Earnest Money Deposit (EMD).
- 16.8.** The successful Bidder will however be required to submit the Security Deposit equivalent to 5% of the Contract/PO value.
- 16.9.** Price Preference - The MSEs registered with above mentioned agencies/bodies for the tendered item and quoting price within a price band of L1 + 15 percent shall be allowed to supply by bringing down their price to L1 price in a situation where L1 price is from other than an MSME.

16.10. Preference will be given to Start-ups as per Govt of India guidelines.

17. Security Deposit:

17.1. The Bidder who qualifies for award of Contract/Purchase Order will have to deposit with AIESL 5% of the total value of the Purchase Order towards interest free Security Deposit, within 2 weeks of receipt of the Purchase Order. The Security Deposit is to be paid by a Bank Draft or a Banker's Cheque in favour of the 'AI Engineering Services Ltd. Ltd, payable at Delhi/New Delhi, or by execution of a Bank Guarantee for an equivalent amount. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the Bidder.

17.2. The Security Deposit / Bank Guarantee will be refunded / returned after 30 days of completion of contract period.

17.3. In case, Security Deposit is not deposited in time, the bills shall not be processed for payment. In exceptional case, if the shortlisted Bidder desires, the Security Deposit amount can be deducted from the shortlisted Bidders' bills and the balance payment released, for which the vendor will have to give a specific request to our Finance Department.

18. Invoices, Billing and Payment:

18.1 Invoice

On successful completion of work, the invoices shall be submitted by successful Bidder to the user/ DGM (EF&PM), NR for certification and further processing of the same for payment through PPMM to Finance.

18.2 Billing:

Bills will be cleared after 60 days of completion of work & after submission of SD.

18.3 Payment:

- i.** The payment terms shall be 60 (sixty) days from the first day of submission of Bill(s)/ Invoice(s) for certification thereof by the User Department of AIESL.
- ii.** No Advance payment shall be made by AIESL.
- iii.** Payment of the undisputed amounts will be made through ECS (Electronic Clearance Service) mode or by cheque if ECS is not available.
- iv.** The payment shall be made after deduction of all applicable taxes including Tax Deducted at Source (TDS).
- v.** In case the AIESL is not able to claim input GST credit on account of any fault, omission or noncompliance by the Service Provider, the Service Provider shall take prompt corrective action to ensure that the AIESL is able to claim input GST credit. Till such corrective action is taken, the AIESL reserves the right to withhold the payments to the extent of GST credit. However, if the AIESL is not able to claim input GST (In spite of the corrective actions taken by the vendor), then the AIESL shall reserve the right to permanently withhold payment to the extent of GST and additionally interest @18% or any other rate prescribed under the GST laws subject to all undisputed outstanding invoices are cleared.

19. Service Delivery:

- 19.1** The Successful Bidder should start the services mentioned in the Tender within 15 days from the date of the Letter of Award (LOA).
- 19.2** The Bidders who submit their Bid are deemed to have agreed to comply with all the conditions of this Tender including the commencement of services within the period mentioned aforesaid.
- 19.3** AIESL reserves the right to inspect the Bidder's or partners' existing facilities in Delhi in order to establish the capability of the Bidder's to comply with the terms and conditions of this Tender including the commencement of services within the period mentioned aforesaid.
- 20.** Negotiation
- 20.1** The AIESL may, if deem necessary, would convene the negotiation meetings. Negotiations would be carried out by the Tender Committee members to clarify items related to terms & conditions, quota allocation in case of MSME / Start-ups bidder etc.
- 20.2** In case L1 bidder does not attend the negotiation but sends a revised bid with reduction in prices or extend other benefits to AIESL, the same should be considered. The terms and conditions of the tender document would be applicable. In case of any variation on terms and conditions, the clarifications should be sought in writing through email/ letter.
- 21.** Price, Contract Validity and Extension:
- PERIOD OF CONTRACT – Two Year, extendable by One year at same rates, terms & conditions, unless terminated as per the terms and conditions of the Contract.
- 22.** Penalties:
- 22.1** PROMPT, PUNCTUAL, EFFICIENT, SAFE, COURTEOUS AND QUALITY SERVICE IS THE ESSENCE OF THIS CONTRACT. In case the Successful Bidders fails wholly or partly to carry out the assigned Work within the assigned time or Work is not performed to the satisfaction of "AI Engg. Services Limited (AIESL)", the same shall be arranged through other agencies at the risk and cost of the Bidder/Bidder/ Service Provider. In this case "AI Engg. Services Limited (AIESL)." may terminate the Contract without prejudice to any rights which AI Engg. Services Limited (AIESL) may have on the Bidder under the Contract.
- 22.2** In case of unsatisfactory performance for any of the activity specified in Work Scope (Annexure-1 & 2), a penalty of Rs.2000/- (1st instance), Rs.5000/- (2nd instance), Rs.10000/- (3rd and subsequent instance) Penalty will be imposed at the sole discretion of AI Engg. Services Limited (AIESL).
- 22.3** The Bidder must have a valid BCAS Security Programme to ensure all-time availability of AEPs to his staff during the period of contract to work at Airport. In case of non-availability of AEPs for more than 60 days without any valid reason, the service provider shall not be entitled to claim payment of bills for the period beyond 60 days till the time the AEPs are obtained.
- 23.** Recovery of sums due
- 23.1** Whenever under this Contract any sum of money is recoverable from the Bidder, AIESL shall be entitled to recover such sum from the monthly bills and the

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security deposit held by AIESL.

- 23.2** 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 Bidder under this or any other Contract with AIESL.
- 23.3** Also, should this amount be insufficient to cover the said amount recoverable, the Successful Bidder 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 percent) per annum from the due date specified in the demand notice.
- 23.4** If any amount due to AIESL is so set off against the said security deposit, the Successful Bidder 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 event of default, leading to right of AIESL to take appropriate remedial action, including termination.
- 23.5** AIESL reserves the right to deduct from the Successful Bidder's invoice, for any loss or damage caused to AIESL Employees/ cargo/ 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 Bidder including its employees.

24. Confidentiality

- 24.1** The Bidder/Successful Bidder/AIESL shall at all times keep confidential, all information acquired in consequence of this Tender, including (without limitation) the information concerning the technology, technical processes, business processes, procedures, personal data, business affairs, financial affairs of each other (hereinafter referred to as Confidential Information). Confidential information means information that is designated as 'confidential' or which by its nature is clearly confidential.
- 24.2** The Bidder/Successful Bidder/AIESL shall not disclose the confidential information to any other third party, without the prior written consent of each other, or required to be disclosed at law.
- 24.3** However, they may be entitled or bound to disclose such Confidential Information under compulsion of law and to comply with applicable laws or under a valid order of a competent court were requested by governmental or regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.
- 24.4** As such, the Bidder/Successful Bidder/AIESL agree to keep such Confidential Information as strictly confidential and shall disclose the same to their employees/professional advisers only on a 'need to know' basis.
- 24.5** The Bidder/Successful Bidder/AIESL agree that any such information received by it shall be:
 - 24.5.1** protected and kept in strict confidence, using the same degree of care and safeguards as it uses to protect its own information of like importance, but in any case, no less than a reasonable degree of care,
 - 24.5.2** not to use Confidential Information for any purpose other than to carry out its respective obligations under this Tender

24.6 A breach of this confidentiality may result in the Contract being terminated in addition to any other remedy the Bidder/Successful Bidder/AIES may have.

25. Extension/Termination of Agreement/Contract:

The Contract may be terminated under the following circumstances:

- 25.1** The validity of the contract/agreement comes to an end Ipso Facto by efflux of time unless otherwise renewed/ terminated. The contract period shall come into force on 01.08.2023. There shall be no lock-in period under the contract.
- 25.2** If there is a breach or non-observance/non-fulfilment by the Successful Bidder of any one or more of its obligations under the contract and/or contractual documents, if any, and such breach or non-observance/non-fulfilment continues for a period of more than three months after receipt of notice from AIESL to remedy such breach or non-observance/non-fulfilment, then AIESL shall without prejudice to its other rights under any contract and/or contractual documents, if any, shall have the right to terminate the Contract or any relevant part thereof. In such case, the Successful Bidder shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account.
- 25.3** If there is a change in AIESL's requirement as regards the obligations of the Successful Bidder stipulated in Tender, the Contract shall be terminated.
- 25.4** In the event of breach of confidentiality, the contract can be terminated by AIESL.
- 25.5** The Contract can be terminated by AIESL at any time during the term of the Contract without assigning any reasons and liability on AIESL.
- 25.6** In case of failure of the Successful Bidder to perform its obligations to the satisfaction / requirement / standards of AIESL, AIESL reserves the right to claim from the Successful Bidder for any loss sustained due to unsatisfactory performance of the Contract, including the right to terminate the Contract.
- 25.7** AIESL may at any time terminate the Contract with immediate effect, if bankruptcy or liquidation proceedings are commenced or likely to be commenced against the Successful Bidder or if it enters into or is likely to enter into any arrangement or compromise for the benefit of its creditors generally or if a liquidator or receiver is appointed for its assets.
- 25.8** AIESL may terminate the Contract if it comes to the knowledge of AIESL that, the Successful Bidder has obtained the Contract vide non-bona fide methods of competitive bidding.
- 25.9** The Successful Bidder shall have a right to terminate this Agreement after giving a 3 (three) months advance notice to AIESL, of its reasons for termination. In this event the successful bidder shall bear the cost incurred by AIESL to this effect, if any. During this period of 3 (three) months, AIESL and the Successful Bidder, may initiate discussions for purpose of resolution of the said reasons. In the event a resolution is achieved by AIESL and the Successful Bidder, the Contract shall not be terminated and the Successful Bidder shall provide the Services, in the same manner, as it was providing prior to such notice of termination.
- 25.10** For the avoidance of any doubt it is hereby clarified, that the Successful Bidder during the aforesaid notice period shall continue to provide the Services, in the same manner, as it was providing prior to such notice of termination served by AIESL on the Successful Bidder or vice versa.

26. Contract survivability:

In the event the Successful Bidder is acquired by, or merges with another company/entity/organization by operation of law or in any other manner, the terms and conditions of the Tender/Contract applicable to the Successful Bidder shall remain in full force and effect on the new entity and the Successful Bidder shall at all times remain liable to AIESL, with regard to the obligations mentioned herein. AIESL shall, however, have the discretion and option to terminate the Contract in such an event.

27. 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 amend this Contract as appropriate, seeking to achieve the minimum extent necessary to make this Contract, legal valid and enforceable.

28. Compliance with the applicable laws:

The Successful Bidder shall comply with all laws in force in India and in force in the countries from where the inflight entertainment content is procured and comply with all the laws whether prevailing in India or elsewhere with regard to the Services as mentioned in this Tender. The laws will include all national, provincial, municipal, or other laws that affect the performance of the contract and are binding upon the Successful Bidder. The liabilities of all statutory /legal mandatory regulations /obligations regarding manpower / product / services will be borne by the Successful Bidder. The Successful Bidder should indemnify AIESL from any breach of any government regulation/infringement of laws- such as copyright act, trademark act, PF regulation, ESI regulation, Labour laws, Minimum wages act, etc., more particularly as mentioned in the clause herein below.

29. Indemnification

30.1 The Successful Bidder shall indemnify AIESL against the payment of penalty/third party claims/damages/loss of property of AIESL, its subsidiaries or any other party arising due to the negligence on part of the Successful Bidder and/or its employees.

30.2 The Successful Bidder shall also indemnify AIESL for making good any claim/penalty/loss or damages, including costs (including counsel fees and legal cost) thereof, in respect of any breach or violation of any provisions of any law, including labour laws governing the employees of the Successful Bidder. In case of any failure to make good the above/any losses/expenses to AIESL, the same shall be deducted from the amounts to be paid to Successful Bidder, as per the bills raised, or may be deducted from the security deposit or from any payments to be made to the Successful Bidder under the Contract.

30.3 For the avoidance of any doubt it is hereby clarified that the Successful Bidder shall be solely liable for accidents, injuries, death and/or damages caused to any individual/s and/or property of AIESL and/or any third party, due to negligence of its employees, during performance of their duties under the Contract and shall

indemnify AIESL and/or its employees, from costs or liabilities, arising therefrom (including counsel fees and legal cost).

30.4 The Successful Bidder shall be liable to keep AIESL indemnified against any claim or claims whatsoever and any liabilities, that may arise on account of the Successful Bidder's failure to comply or adhere with any statutory obligations, legislations, regarding the laws governing intellectual property rights whether in India or any other country as applicable. AIESL shall be entitled to deduct any amounts to make good the above/any losses/expenses incurred by AIESL on account of such claims or liabilities. The decision of AIESL as to the amounts to be deducted shall be final and binding on the Successful Bidder.

30.5 The provisions of this Article shall survive the termination or expiration of the term of the Contract.

30. Dispute resolution and arbitration

31.1 Any dispute arising between the Bidder/Successful Bidder and AIESL in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be settled by negotiations between the authorized representatives of the Bidder/Successful Bidder and AIESL (Parties).

31.2 Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be settled by mutual consultation, if the dispute remains unresolved after a period of 90 days from the date when the mutual consultation has started, the matter shall be referred for settlement to 'SCOPE FORUM OF CONCILIATION AND ARBITRATION', Govt. of India and the award made in pursuance thereof shall be binding on the parties.

31. Jurisdiction:

The construction, interpretation, validity and performance of this Tender and/or Contract shall be governed by the laws of India. Any dispute whatsoever, arising out of or in connection with the Tender and/or Contract shall be subject to the jurisdiction of the courts of Delhi only, subject to the clause of dispute resolution and arbitration aforesaid.

32. Force Majeure:

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

33.2 The Party encountering and affected by such causes and event shall inform the other in writing immediately of such an occurrence event and will shall use its best reasonable efforts to minimize the economic and other effects and rectify as soon as possible any harm or delay created thereby shall reasonably allocate its available resources, giving priority to their obligations under this Tender/Contract.

33.3 For the avoidance of any doubt it is clarified that, payment obligations of AIESL shall be excused due to an event of Force Majeure.

33. Anti-Corruption/Anti-Bribery Representations and Warranties:

34.1 Both Parties represent and warrant that it is in compliance with Indian laws, including all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the Term of this Agreement. The Parties further represent and warrant that it has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (1) improperly influence any act, decision or failure to act by that official or person, (2) improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity or (3) secure any improper advantage.

34.2 Both Parties agree that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the other Party. If, after consultation by all Parties to the Agreement, any concern cannot be resolved in the good faith and reasonable judgment of the non-infringing Party, on written notice to the other Party, it may withdraw from or terminate this Agreement.

34.3 Either Party shall have the right to terminate this Agreement if the other Party breaches this, or any other, representation, warranty or undertaking set forth in this clause 19 of the Agreement.

34. Notices

Any notice, consents, approvals, report, demand, acknowledgement or other communication which under the terms of this Agreement or otherwise must be given or made by either Party shall, unless specifically otherwise provided in this Agreement, be in writing, in English and shall be personally delivered to, left at, sent by registered post, email, courier or speed post by the respective Parties at the addresses mentioned at para 4.8 above.

35. Inspection Clause:

36.1 AIESL reserve the right to inspect the production and other facilities of the Bidders in order to assess their infrastructure and capability to produce and deliver the Services during the technical evaluation process.

36.2 AIESL further reserve the right to inspect the production and other facilities of the Successful Bidder's branch office or subsidiary, at any time during the Contract period in order to confirm consistency of quality of the Services to be rendered & also at any time during the contract period.

AMC – Operation & Routine Maintenance of 11 KV Substation at IGI Airport, Tr-1**SCOPE OF WORK (11 KV, PART-1)**

The contractor shall provide services as per the detailed work scope given below by ensuring the deployment of minimum two personnel during the entire period of contract. The electrician deputed should possess valid wireman's license and suitably trained and qualified for operation and routine maintenance of 11 KV Sub-station including all the transformers and switch gear therein. A list of various equipment in this substation is provided at 8 below. for carrying out the work. The normal period of coverage will be from 0815 hrs to 16:15 hrs on all working days including Sundays and holidays. However, in case there is a requirement of carrying out operation / routine maintenance work beyond normal period or on Sundays or holidays, the same shall be done by the service provider at no extra cost.

The staff deputed shall monitor, perform and record following operation and routine maintenance checks of 11KV Sub-station:-

1. Monitor the HT & LT supply through Transformers, HT/LT switch gears etc. in 11KV Substation.
2. Take prompt action in case of failure of HT or LT supply and ensure resumption in shortest possible time.
3. Record hourly voltage & current readings of HT Panels/LT Panels and WTI/OTI readings of transformers etc. in specified records/log books.
4. Keep the Substation complex clean.
5. Perform preventive maintenance checks listed below and keep records thereof, as instructed by Engineer In-charge:-
 - (a) Transformers
 - i) Cleaning Transformer thoroughly for dust, dirt oil etc.
 - ii) Clean HT/LT bushings. Check whether cracked/loose etc.
 - iii) Check condition of cable-end boxes for evidence of compound leakages, moisture etc.
 - iv) Check Oil level in conservator. Top up if necessary.
 - v) Inspect conservator for leakage.
 - vi) Clean Breather Assemblies. Replace silica gel if necessary.
 - vii) Inspect transformer earthing strip for firmness.
 - viii) Inspect explosion vent, ascertain whether glass is intact.
 - (b) HT/LT Panels
 - i) Check condition of incoming/outgoing cables on the main bus bar.
 - ii) Check conditions of cable lugs on the bus bar for tightness.
 - iii) Check incoming/outgoing cables/connections, lugs on LT Panels.
 - iv) Check insulated portions of all C.B's for charring or carbon formation.
 - v) Check conditions of contacts and terminations wherever possible.
 - vi) Check panel earthing strips for firmness.
6. In case of main HT failures coordinate with DIAL/BSES/AAI and switch over to alternate HT source without delay.
7. Any other job instructed by Engineer In-charge.
8. LIST OF EQUIPMENT :

S.NO.	DESCRIPTION	QTY.
1.	Transformers: 750KVA, 11KV/415V, 3 Phase 50 c/s step down indoor type star delta connected, core type, oil immersed, naturally cooled transformers with tap changers (OLTC).	3 Nos. (Total)
2.	HT Panel (MOCB) 11KV with Breakers, Relays, meters, indicating lamps etc. (Two for incomers and three for outgoings).	5 Nos. (Total)
3.	ACBs	3 Nos.
4.	Earth Pits	8 Nos.
5.	Protection Relays	1 Set.
6.	Amp. Meters, Volt Meters	8 Nos.
7.	Energy Meters	2 No.

9. In case of any break down arising within one year of completion of annual major maintenance as per Annexure 2 of Work Scope (11 KV, Part-2), the service provider shall provide adequate expertise manpower to undertake the repair and restore the HT/LT power supply within the least possible time at no extra cost. However, the spares consumed under such repairs shall be charged extra as per actual consumption.
10. The Electrician deputed shall have previous experience in similar jobs. Under no condition should a minor be deployed. The staff deployed shall be of good acceptable character. In case it is noticed that character, qualifications, experience etc. of the staff deployed is not up to the mark, the contractor shall be liable to suitable replace the same staff immediately, failing which AIESL reserves the right to terminate the contract and such decision shall be final and binding on the contractor.
11. The contractor shall ensure that any electrician deputed for jobs under this contract shall have previous experience of at least three years in similar jobs of managing distribution transformer.
12. The contractor must have an experience of minimum THREE (03) years in operation and maintenance of HT Electrical Establishments.
13. The contractor must have a valid electrical contractor/supervisory license issued by Govt. of Delhi for authorization to work in DELHI/NCR for electrical work.
14. The staff deployed shall not be deputed for any other work elsewhere and shall be required to be present in the 11 KV Substation during full duty hours.
15. The contractor shall provide complete test and tool kit and any other equipment required for providing the required services.
16. All spares and materials required for Routine Maintenance work shall be supplied by AIESL except below listed items which are to be provided by the contractor:-
 - i. Multi meter
 - ii. Silica Gel
 - iii. Insulation Tape
 - iv. Hand Tools, Spanners, Shifters Etc.
 - v. Testers
17. Proper records of materials issued by AIESL shall be kept by the contractor and produced whenever desired by Engineer In-charge. The contractor shall be responsible for any loss of materials and shall make good the loss.
18. It shall be the responsibility of the contractor to get the staff insured against any accident / damage caused during the course of his duty at 11KV Substation, IGI Airport, Tml. 1.
19. Any damage / accident / incident are to be reported by the contractor to the Engineer In-charge at the earliest.
20. The contractor shall abide by Safety Precautions laid down by AIESL from time-to-time.
21. Staff deployed shall have to be cleared by AIESL Security and regular entry permits shall have to be arranged for the staff, by the contractor, for working in 11KV substation. IGI Airport, Tml. 1 premises

Annual Major Maintenance of 11 KV Substation & Switchgears at IGI Airport, Tr-1&2

SCOPE OF WORK (11 KV, PART-2)

1. SERVICING, OVERHAULING AND MAJOR MAINTENANCE OF TRANSFORMERS/OLTCs:
 - a. Testing and analysis of transformer/OLTC Oil as per IS 1866 specifications.
 - b. Filtration/Dehydration of Transformer/OLTC Oil.
 - c. Top up of Transformer/OLTC Oil.
 - d. Tripping checking of WTI/OTI and Buckholz relay of each transformer.
 - e. Measuring IR values, magnetizing currents, etc. of each transformer and certification for safe operation.
2. SERVICING, OVERHAULING & MAJOR MAINTENANCE OF HT/LT SWITCHGEARS, EARTHING PITS:
 - a. Servicing of MOCBs / ACBs / Bus Couplers.
 - b. Checking wiring of protection and metering circuits of MOCBs for operation in Auto & Manual mode.
 - c. Testing and calibration of all protection relays.
 - d. Tripping checking of all auxiliary and master trip relays.
 - e. Servicing / Testing of Tap Changers for operation in Auto & Manual Mode.
 - f. Revival/Testing of various earthing pits of Transformers / MOCBs / LT switchgears, etc. for positive earthing.
 - g. Testing and calibration of HT / LT Energy Meters.
3. Annual Major Maintenance shall be carried out once in a year and as when planned by Engineer In-charge in such a manner so as not to disrupt AIESL working at Tr-1&2
4. Test / Calibration certificates for testing / calibration of all transformers, relays etc. from authorized agencies to be provided by the service provider for perusal and record. Transformer oil testing to be carried out by Govt. approved agencies.
5. The Service Provider has to arrange for the replacement spares / consumables (transformer oil etc.) as and when required. The cost of the spares will be reimbursed by AIESL based on the actual bills submitted by the Service Provider. Complete transformer oil charges to be invoiced separately as per actuals,
6. Proper record of all Annual Major Maintenance activities shall be maintained by the contractor and shall be made available for scrutiny when required.
7. The contractor will deploy adequate manpower suitably trained, experienced and qualified for carrying out servicing / overhauling / maintenance of equipment at site.
8. All the services/materials must be approved by Dy. G. M. (EF&PM), N.R. or his nominee.
9. In case of any break down arising within one year of completion of annual major maintenance as per the Work Scope (11KV, Part-2), the service provider shall provide adequate expertise manpower to undertake the repair and restore the HT/LT power supply within the least possible time at no extra cost. However, the spares consumed under such repairs shall be charged extra as per actual consumption.
10. The contractor shall provide complete test and tool kit and any other equipment required for carrying out the major maintenance of all the equipment.
11. It shall be the responsibility of the contractor to get the staff insured against any accident / damage while undertaking the major maintenance works.
12. Any damage / accident / incident shall be reported by the contractor to the Engineer In-charge at the earliest.

13. List of equipment to be covered under this part (11KV, Part-2), i.e. Annual Major Maintenance of 11KV Substation at IGI Airport, Tml-I, and Switchgears etc. at Avionics and A320 Hangars at Tml-II is provided below :

S.NO.	DESCRIPTION	QTY.
1.	Transformers: 750KVA, 11KV/415V, 3 Phase 50 c/s step down indoor type star delta connected, core type, oil immersed, naturally cooled transformers with tap changers (OLTC).	3 Nos. (Total)
2.	HT Panel (MOCB) 11KV with Breakers, Relays, meters, indicating lamps etc. (Two for incomers and three for outgoings).	5 Nos. (Total)
3.	ACBs (Avionics-14 Nos., A320 Hangar-2Nos., Tml.1-3Nos.)	19 Nos.
4.	Earth Pits (Avionics-14 Nos.,A320 Hangar-4Nos.,Tml.1-8Nos)	26 Nos.
5.	Protection Relays (Avionics-10 sets, A320 Hangar-2 sets, Tml.1-1 set)	13 Sets
6.	Amp. Meters, Volt Meters (Avionics-30 Nos.,A320 Hangar-4Nos.,Tml.1-8Nos)	42 Nos.
7.	Energy Meters	02 No.

AMC – Electrical Maintenance of AIESL (NR) Establishments at IGIA, Tr-1&2**SCOPE OF WORK – AEP Locations (EM, PART-1)**

The service provider shall provide services as per detailed work scope given below by ensuring the deployment of minimum two personnel during the entire period of contract. The electrician deputed should possess valid wireman's license and suitably trained and qualified for maintenance of Electrical Fittings and other equipment listed below for carrying out the work. The normal period of coverage will be from 0815 hrs. to 1615 hrs. on all working days excluding Sundays and holidays. However, in case there is a requirement of carrying out maintenance work of electrical fittings beyond normal period, the same shall be done by service provider at no extra cost to meet emergencies/exigencies. An emergency contact no. should be provided for the same.

The Electrician deputed shall have previous experience in similar jobs. Under no condition should a minor be deployed. The staff deployed shall be of good acceptable character. In case it is noticed that character, qualifications, experience etc. of the staff deployed is not upto the mark service provider shall be liable to suitably replace the same staff immediately, failing which AIESL reserves the right to terminate the contract and such decision shall be final & binding on you.

1. Electrical Maintenance

The staff deputed shall perform following functions :

- i. Monitor and ensure 3 phase electric supply through switchgear etc.
- ii. To attend electrical fault of the supply system and all electrical installations on daily basis and replacing the consumables like bulbs, LED fixtures, tube lights, HPMV/HPSV bulbs, chocks, igniters, flood lights, starters, light switches/sockets, power switches/sockets, capacitors, fuses or any other electrical items whenever required.
- iii. To maintain entire electrical installations (LT Panels, Main switches, Switchgears, Wiring etc.) of rooms/ cabins/halls/engineering hangars and terrace of building in good serviceable condition.
- iv. To carry out repairs/service/maintenance on electrical appliances like ceiling fans, pedestal fans, exhaust fans, geysers, boilers room heaters, electric kettles, heat convectors etc. whenever required. This also includes greasing/replacement of bearings/bushes etc., heating elements changing or any other work that may be required to do on these appliances for their upkeep.
- v. Annual measurement and certification of earth resistance of Earth Pits of various overhaul shops and hangars.
- vi. Carryout other related jobs as instructed by Engineer In-charge.
- vii. To coordinate with Manager Service Engineer (Foreman) for spares which may be required for electrical maintenance on day to day basis.

Note

- (a) Shifting of Light/Plug/Switches/Fans locating within same room and not involving major rewiring will be carried as maintenance work covered under the work scope (Extension/addition of light & power points is also included in the maintenance work).
- (b) Premises specified in this part of Scope of Work i.e. Annexure 3 are located at different distant places at Terminal 1 & Terminal 2, IGI Airport. Availability of maintenance staff during the general office hours commencing from 0815 hrs. to 1615 hrs. must be ensured in our Electrical Complaint Room of EF&PM to provide the services at distant locations.
- (c) All minor electrical snags like replacement of tubes, chokes, bulbs, switches, sockets, fans, flood lights etc. are to be carried out and rectified on the same day.
- (d) All major electrical snags like short circuits, breakage/replacement of wiring, main switches, main panel are to be rectified within two days. However, temporary electric supply shall be restored for essential requirements at the earliest.

- (e) The list of Engineering Buildings/Workshops covered under this part is given at point no.3 below. However, in case of any emergency situation, the service provider is required to provide services to other nearby locations too if so required at Tr-1&2 to meet operational requirements.
- (f) Light complaints/fire incidents must be attended immediately without any delay. In case of electrical faults, which require long time for rectification, temporary electric supply shall be restored for essential requirements at the earliest.
- (g) 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 manpower deployed by you including third party, besides the penalty to be imposed in case of unsatisfactory performance.
- (h) Any damage/accident/incident is to be reported by service provider to the Engineer Incharge at the earliest.
- (i) Service Provider shall abide by Safety precautions laid down by AIESL from time to time.
- (j) Service Provider shall keep necessary books of accounts and other documents for purpose of above condition and shall allow inspection by authorized representative of AIESL and shall supply such information/ documents on demand.

2. Materials

- i. Maintenance in all cases includes labour only. Any material or spares required shall be supplied by AIESL.
- ii. AIESL will arrange for replacement or rewinding of electric motors, underground cable joints etc.
- iii. The service provider will keep the electrician well equipped with all the necessary tools and instruments like drill machines, meggers, earth resistance meters, multimeters or any other tools, instrument or support equipment like ladder etc. required for maintenance purpose. The instrument which are required to be used for checking the earth pit/resistance results must be have a valid calibration certificate as per standard calibration norms.

3. List of Engineering Buildings/Workshops at IGI Airport (Tr-1&2) to be covered under this part

- i. AIESL's A320 Major Maintenance (MM) Hangars and their Annexes / ancillary buildings housing offices of Engineering DGMs- (E-MM), Foreman MM, Restrooms, Toilets, Compressor Rooms, Fabrication shops, Engineering Facilities & Plant Maintenance etc at IGI Airport Terminal- 2.
- ii. Aircraft Parking Bays in front of A320MM Hangers, including Hi-Mast Lights/Run-up Bay (Blast fencing) Lights and ancillary buildings at IGI Airport Terminal- 2.
- iii. Hangar no. 2, 3 & 4 and their Annexes housing workshops & offices of B737/A320 Engineering (Major Maintenance) at IGI Airport Terminal- 1.
- iv. Engineering Facilities & Plant Maintenance Hangar at IGI Airport Terminal- 1.

Note

- i. Parking areas, passages, Terrace, lobbies, annexes etc. attached to the workshops/buildings mentioned above are included in the Maintenance Contract.
- ii. Locations of offices mentioned above can be changed. Maintenance contract will cover their new locations as well.

4. List of Equipment – Electrical Fittings at IGI Airport (Tr-1 &2) installed at the premises mentioned at 3 above.

S.No.	Description	Qty.
1	Tube Light	3500
2.	Fans (Ceiling, Pedestal, Exhaust, etc.)	648
3.	Electrical Points (Power, Lights)	875
4.	Air Shower, Air Curtain etc.	07
5.	Geyser, Heat Convector	35
6.	Lights (Street, Mercury, Fire Proof, High Mast, Run Up bay, Flood)	447
7.	Table Lamps	20
8.	Earth Points	9
9.	Switch Boards, Lead Boards, Extension Boards, Distribution box etc.	LOT



AMC - Electrical Maintenance of AIESL (NR) Establishments at IGIA, Tr-1&2

SCOPE OF WORK – Non AEP Locations (EM, PART-2)

The service provider shall provide services as per detailed work scope given below by ensuring the deployment of minimum two personnel during the entire period of contract. The electrician deputed should possess valid wireman's license and suitably trained and qualified for maintenance of Electrical Fittings and other equipment listed below for carrying out the work. The normal period of coverage will be from 0815 hrs. to 1615 hrs. on all working days excluding Sundays and holidays. However, in case there is a requirement of carrying out maintenance work of electrical fittings beyond normal period, the same shall be done by service provider at no extra cost to meet emergencies/exigencies. An emergency contact no. should be provided for the same.

The Electrician deputed shall have previous experience in similar jobs. Under no condition should a minor be deployed. The staff deployed shall be of good acceptable character. In case it is noticed that character, qualifications, experience etc. of the staff deployed is not upto the mark service provider shall be liable to suitably replace the same staff immediately, failing which AIESL reserves the right to terminate the contract and such decision shall be final & binding on you.

1. Electrical Maintenance

The staff deputed shall perform following functions :

- i. Monitor and ensure 3 phase electric supply through switchgear etc.
- ii. To attend electrical fault of the supply system and all electrical installations on daily basis and replacing the consumables like bulbs, LED fixtures, tube lights, HPMV/HPSV bulbs, chocks, igniters, flood lights, starters, light switches/sockets, power switches/sockets, capacitors, fuses or any other electrical items whenever required.
- iii. To maintain entire electrical installations (LT Panels, Main switches, Switchgears, Wiring etc.) of rooms/cabins/halls/engineering hangars and terrace of building in good serviceable condition.
- iv. To carry out repairs/service/maintenance on electrical appliances like ceiling fans, pedestal fans, exhaust fans, geysers, boilers room heaters, electric kettles, heat convectors etc. whenever required. This also includes greasing/replacement of bearings/bushes etc., heating elements changing or any other work that may be required to do on these appliances for their upkeep.
- v. Annual measurement and certification of earth resistance of Earth Pits of various overhaul shops and hangars.
- vi. Carryout other related jobs as instructed by Engineer In-charge.
- vii. To coordinate with Manager Service Engineer (Foreman) for spares which may be required for electrical maintenance on day to day basis.

Note

1. Shifting of Light/Plug/Switches/Fans locating within same room and not involving major rewiring will be carried as maintenance work covered under the work scope (Extension/addition of light & power points is also included in the maintenance work).
2. Premises specified in this part of Scope of Work i.e. Annexure 4 are located at different distant places at Terminal 1 & Terminal 2, IGI Airport. Availability of maintenance staff during the general office hours commencing from 0815 hrs. to 1615 hrs. must be ensured in our Electrical Complaint Room of EF&PM to provide the services at distant locations.
3. All minor electrical snags like replacement of tubes, chokes, bulbs, switches, sockets, fans, flood lights etc. are to be carried out and rectified on the same day.

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4. All major electrical snags like short circuits, breakage/replacement of wiring, main switches, main panel are to be rectified within two days. However, temporary electric supply shall be restored for essential requirements at the earliest.
5. The list of Engineering Buildings/Workshops covered under this part is given at point no.3 below. However, in case of any emergency situation, the service provider is required to provide services to other nearby locations too if so required at Tr-1&2 to meet operational requirements.
6. Light complaints/fire incidents must be attended immediately without any delay. In case of electrical faults, which requires long time for rectification, temporary electric supply shall be restored for essential requirements at the earliest.
7. 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 manpower deployed by you including third party, besides the penalty to be imposed in case of unsatisfactory performance.
8. Any damage/accident/incident is to be reported by service provider to the Engineer In-charge at the earliest.
9. Service Provider shall abide by Safety precautions laid down by AIESL from time to time.
10. Service Provider shall keep necessary books of accounts and other documents for purpose of above condition and shall allow inspection by authorized representative of AIESL and shall supply such information/ documents on demand.

2. Materials

- i. Maintenance in all cases includes labour only. Any material or spares required shall be supplied by AIESL.
- ii. AIESL will arrange for replacement or rewinding of electric motors, underground cable joints etc.
- iii. The service provider will keep the electrician well equipped with all the necessary tools and instruments like drill machines, meggers, earth resistance meters, multimeters or any other tools, instrument or support equipment like ladder etc. required for maintenance purpose. The instrument which are required to be used for checking the earth pit/resistance results must be have a valid calibration certificate as per standard calibration norms.

3. List of Engineering Buildings/Workshops at IGI Airport (Tr-1 &2) to be covered under this part

- i. Engineering offices at IGI Airport Terminal 1.
- ii. Tyre Bay, Fire Fighting Pump Room and Water / Sewage Pump rooms, various shops and offices at Avionics Complex, IGI Airport Terminal- 2.
- iii. New ATEC Shop at Avionics Complex , IGI Airport Terminal -2.

Note

- i) Parking areas, passages, Terrace, lobbies annex etc. attached to the workshops/buildings mentioned above are included in the Maintenance Contract.
- ii) Locations of offices mentioned above can be changed. Maintenance contract will cover their new locations as well.

4. List of Equipment – Electrical Fittings at IGI Airport (Tr-1 &2) installed at the premises mentioned at 3 above.

S.No.	Description	Qty.
1	Tube Light	1600
2.	Fans (Ceiling, Pedestal, Exhaust, etc.)	217
3.	Electrical Points (Power, Lights)	828
4.	Air Shower, Air Curtain etc.	15
5.	Geyser, Heat Convector	45
6.	Lights (Street, Mercury, Fire Proof, High Mast, Run Up bay, Flood)	93
7.	Table Lamps	35
8.	Earth Points	22
9.	Switch Boards, Lead Boards, Extension Boards, Distribution box etc.	LOT

AMC for (1) Operation & Routine Maintenance of 11 KV Substation at IGI Airport, Terminal – 1 (Part-1 & Part-2), (2) Electrical Maintenance of AIESL Establishments at IGI Airport, Terminal – 1 & 2 (Part-1 & Part-2) New Delhi

Technical Terms & Conditions

1. It is advisable for the Bidder to visit the site to apprise himself about the work requirement and site conditions prior to bidding. This is to ensure smooth and uninterrupted operation of electrical system at all sites covered in the contract during entire period of contract. He may contact O/o Dy. GM (EF&PM) or his authorized representative at 011-25656625/25656180 in this regard.
2. The Service Provider shall abide by all safety regulations laid down by AIESL from time to time and shall not follow any unsafe practices.
3. The service provider shall also provide another staff in case any of his staff positioned at site goes on leave/weekly off.
4. The service provider should agree to depute staff capable of reading, writing and understanding Hindi & English language. Revision of Rates during Contract period due to increase in minimum wages of staff is not applicable in this case. Since this contract is for providing services and not for engagement of manpower.
5. Supervision: Supervision of personnel provided by the Bidder shall be his responsibility. Therefore, Bidder must deploy his own Supervisor to monitor the work allotted to them on regular basis.
6. The Service Provider shall undertake that they shall arrange/obtain necessary security clearance at their own cost from Police authorities and entry permit from BCAS/AAI/DIAL for staff required to work at all operational areas.
7. Airport Entry Permits: On award of Contract, the Bidder/Service Provider will arrange Airport Entry Permits (AEP) for its/his/her personnel at their own cost from BCAS/DIAL. It shall be the sole responsibility of the Bidder/Service Provider to ensure all time availability of these entry passes to its/his/her personnel during the entire period of contract in order to have un-interrupted services for the areas requiring AEPs. AIESL will only recommend issuance of Airport Entry Permits.
8. The Service Provider shall pay the monthly salary to the staff as per minimum Wages Act by the 7th of each month. He shall also pay bonus to the staff as and when due, as per applicable laws.
9. The staff deputed by service provider for the contract should not smoke in the non-smoking areas. If found doing so, disciplinary action will be taken and any damages to the equipment because of negligence shall be rectified at the cost of service provider.
10. The contractor shall at all times comply with all Acts/Laws/Rules/Regulations and notifications including amendments regulating or relating to labour matters including any Laws relating to Contract Labour, employee welfare, occupational health and safety, sanitation, garbage disposal and environmental management. The contractor shall pay their employees' wages which shall not be less than those prescribed under the Minimum Wages Act, 1948, Factories Act, 1948, Payment of Wages Act, 1965, or under any other Statute / Rules / Regulations as may be applicable from time to time. The contractor shall comply with all requirements of Contract Labour (Regulation and Abolition) Act, 1970, Bombay Labour Welfare Act, 1956, the Employees state Insurance Act, 1948, the Fatal Accident Act and all other statutory labour laws, regulations applicable from time to time. In particular, the contractor shall at his cost, obtain the required license under the Contract Labour (R&A) Act, 1970 before commencement of the job. The contractor shall also ensure that he and the persons deployed by him for the contract with AI Engineering Services Limited should adhere to all

rules and regulations and operating procedures to be followed in Airports/Aerodromes or in the operational areas, including all regulations, rules and guidelines laid down by DGCA, DIAL & BCAS.

11.

The contractor shall keep necessary books of accounts and other documents for purpose of above condition and shall allow inspection by authorized representative of the corporation and shall supply such information / documents on demand.

12.

Revision of Rates during Contract period due to increase in minimum wages of staff is not applicable in this case. Since this contract is for providing services and not for engagement of manpower.

13.

The contractor shall indemnify AI Engineering Services Limited against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him including third party, besides the penalty to be imposed in case of unsatisfactory performance. Any damage / accident / incident is to be reported by the contractor to the Engineer Incharge at the earliest.

14. All risks of loss or of damage to property and of personal injury and death, which arise during and in consequence of the performance of the contract are the responsibility of the Service Provider.

15. The Service Provider shall also ensure that he and the persons deployed by him for the contract with AIESL should adhere to all rules and regulations and operating procedures to be followed in Airports/Aerodromes or in the operational areas, including all regulations, rules and guidelines laid down by DGCA, AAI & BCAS.

16. The Service Provider shall be solely responsible for any damage to the property of AIESL whether accidental or deliberate, caused by him, his agent and servants.

17. The Service Provider shall not transfer or assign or sublet any part of the service once agreed or any share or interest herein in any manner or degree directly or indirectly, to any person firm or company whatsoever.

18. The Service Provider shall be personally responsible for any theft, dishonestly and/or disobedience and discourteous behavior on the part of the employees/supervisors so provided by him to provide this services.

19. The Service Provider shall make his own arrangements and at his cost, for the engagement of all staff and labour, local or other and for their payment, housing, feeding, transport, medical and all related expenses.

20. Personnel engaged by the Service Provider must be properly attired for achieving a smart turnout and to meet the standards necessary for the job. They shall also be courteous to the employees of AIESL and other persons with whom they come in contact, in their interactions. Service Provider shall provide the names & contact details (address, phone no. etc.) of the personnel engaged for the contract along with their qualification & trainings related to the job.

21. The Service Provider shall arrange to carry out, at his own cost, the verification by the Police Authorities of the character and antecedents of the personnel engaged by him for the job and ensure that no persons whose character and antecedents have not been so verified, shall be engaged for the job. Notwithstanding the same however, any person whose engagement is objected to by AIESL shall be promptly replaced by the service provider.

22. The Bidder shall ensure the quality of work performed by its personnel and in case of any complaint against a particular person; the Bidder shall have to replace such personnel. In case of non-compliance of this condition, "AIESL", shall have right to refuse entry of any such personnel.

23. As far as possible, the Bidder shall engage same manpower for the work defined in the work scope so that there is continuity of work and the quality of work does not suffer. Also, the Bidder should provide uniform to his personnel at his own cost. They will also ensure that the persons wear the uniform and keep it neat, clean and tidy.
24. Arbitration: Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be settled by mutual consultation, if the dispute remains unresolved after a period of 90 days from the date when the mutual consultation has started, the matter shall be referred for settlement to 'SCOPE FORUM OF CONCILIATION AND ARBITRATION', Govt. of India and the award made in pursuance thereof shall be binding on the parties.
25. Interpretation: In the event of any difference in the interpretation of any of the clauses of the service agreement, the clarification given by GM. (Engg), NR shall be final and binding.



TECHNICAL ELIGIBILITY CRITERIA (Documentary proof to be attached)

S.No.	PRE-QUALIFICATION CRITERIA	Complied - Yes/No
1	The Bidder must visit the site and assess the work & get acquainted with the site conditions before bidding. The interested parties may contact authorized representative of the O/o DGM (EF&PM), NR to discuss scope and quantum of work. (Mandatory)	
2	The Bidder must have an experience of minimum THREE(3) years (after 01/01/2019 up to the date of opening of the tender) in Operation & Maintenance of HT (High Tension) Electrical Establishments Copies of relevant supporting documents i.e., Work Orders / contracts for the contracts executed in support of proof thereof duly self attested must be enclosed. (Mandatory).	
3	Bidder must have a Valid Electrical Contractor/Supervisory License issued by Govt. of Delhi for authorization to work in DELHI/NCR for Electrical Work.(copy of the above License duly self attested should be enclosed as proof of above). (Mandatory).	
4	The Bidder must have working office in municipal limits of DELHI/NCR, in his name, as on date of the submission of the tender. Self attested copy of lease agreement / Electricity bill/property tax receipt/telephone bill or RC of commercially registered vehicle bearing the address of working office in Municipal limits of DELHI / NCR must be enclosed. (Mandatory).	
5	Possession of PAN, ESI, PF is must at the time of submission of tender. Self attested document confirming registration of ESI, PF & GST (REG-06 certificate) must be enclosed. (Mandatory).	
6	The Bidder must have a minimum turnover of Rs. 17 Lakh for the Financial Year 2019-20, 2020-21 and 2021-22. Copy of Audited Balance Sheet and P&L A/C of the Financial Year 2019-20, 2020-21 and 2021-22 duly signed by the Proprietor/Director should be enclosed as a proof of above.(Mandatory).	
7	The Bidder must be an income tax payee and should furnish PAN / GIR No. Self attested copy(s) of income tax return for the Financial Years 2019-20, 2020-21 and 2021-22 be enclosed with Technical Bid. (Mandatory).	
8	Along with Tech. Bid, the Bidder must deposit EMD @ ₹ 54,000/- by way of valid DD/PO/ Banker's Cheque drawn in favor of the AI Engineering Services Ltd. payable at Delhi. Firms having valid registration with MSME are eligible for EMD exemption. Copy of Valid MSME registration certificate must be provided by the Bidder seeking exemption of EMD. (Mandatory).	

9	The Bidder must have valid BCAS Security Programme for working in AEP areas at Airport. A self attested copy of valid BCAS Security Programme must be enclosed with Technical Bid. (Mandatory)				
10	Details of EMD submitted vide DD / Pay Order /Banker's Cheque/ RTGS / NEFT / Net Banking				
11	If eligible for EMD Exemption, then please attach copy of currently valid NSIC Registration certificate and provide details as under:				
	NSIC Reg. No.	Date of Issue	Valid up to	Value & Capacity Limits	Items Covered under NSIC Certificate
Note: If the NSIC certificate does not cover the tendered item, then the vendor must submit EMD along with the Technical Bid failing which their bids will be disqualified. EMD exemption / NSIC certificate will be considered only for manufacturer and NOT for dealers / distributors.					
12	Payment Term 60 days				

Technical Bid Evaluation:

- A.** The technical bids shall be evaluated on the basis of details and documents provided by the Bidder in Envelope (i) Technical Bid – Part A containing documents in support of Eligibility Criteria.
- B.** Upon scrutiny of the technical bid and supporting documents including the Undertaking attached, and the Earnest Money Deposit, as required in Envelope (i) Technical Bid – Part A for Eligibility Criteria, a shortlist of Bidder who are found to meet the Eligibility Criteria shall be declared.

UNDER TAKINGS: (To be agreed and signed by the Bidder)

S.No.	Undertaking:
01	Confirmed that all the applicable provisions of the Contract Labour (Regulation and Abolition) Act 1970 and rules made there under shall be complied with. In particular, if the said Act is applicable to us, we shall obtain the required licenses under the Contract Labour (Regulation & Abolition) Act 1970 from the concerned Labour Authorities within 15 days of obtaining LOI/ Agreement as the case may be at our own cost and initiative and deposit a copy with AI Engineering Services Ltd. at the time of commencement of the work.
02	Confirmed that the complete Work of Operation & Routine Maintenance of 11 KV Substation & Electrical Maintenance of Engineering Establishments as per the Work Scope (Annexure 1 to 4) given in the Tender Enquiry shall be operational within 30 days from the date of acceptance of Letter Of Intent (LOI).
03	Confirmed that the registrations and licenses under all the applicable local and central taxes and laws and to be specified separately under each applicable tax/law/Act (i.e. GST Work Contract Act/Provident Fund Act/ESI Act/Income Tax Act/Shop & Establishment Act etc) shall be produced for verification/checking of AI Engineering Services Ltd. / to a third party authorized by AI Engineering Services Ltd./ agencies of Govt. of India.
04	Confirmed that the requisite work as per enclosed Work Scope (Annexure 1 to Annexure 4) would be completed to the satisfaction of AI Engineering Services Ltd.
05	Confirmed that on the spot surprise checks could be conducted by AI Engineering Services Ltd/third party authorized by AI Engineering Services Ltd., anytime and shortcomings are to be overcome and penalized.
06	Confirmed that Period Of Contract – Two Year, extendable by One year at same rates, terms & conditions based on satisfactory performance and at sole discretion of AIESL.

- I have carefully gone through and have understood and hereby agree to abide by all the General Terms & Conditions, Work scope and Specifications governing the tender.
- I hereby confirm that I am authorized to sign the tender document and the information given in the tender is true and correct to the best of my knowledge and belief and nothing material is concealed.
- All the pages of the Technical Bid are signed and any corrections are duly countersigned.

Date: _____

Name & Designation: _____

Signature _____

Place: _____

Co. Name & Seal: _____

TECHNICAL BID FORM

Bidders are required to submit this form duly filled & signed.

To
 GM PPMM,
 AI Engineering Services Ltd.
New Avionics Complex,
 IGI Airport T2,
 New Delhi – 110037.

Tender Enquiry Ref. No: **AIESL/PPMM/DEL/23-24/RFP/**

Dated:

We are pleased to submit our Technical Bid in response to the RFP No. AIESL/PPMM/DEL/23-24/RFP/

1.	Name of Contract		Tender for: AMC for (1) Operation & Routine Maintenance of 11 KV Substation at IGI Airport, Terminal – 1 (Part-1 & Part-2), (2) Electrical Maintenance of AIESL Establishments at IGI Airport, Terminal – 1 & 2 (Part-1 & Part-2) New Delhi		
2.	Name of the Company / Establishment				
3.	Full Address of Registered Office				
4.	Telephone No./ Mobile Tel No				
5.	Email Address				
6.	Name and Phone no. of Contact Person				
7.	Nature of company(Whether Proprietorship Firm/Partnership Firm / Limited Company / Corporation / Any Other (Specify) (Encl. Proof)				
8.	Particulars of Registration-Issued in the name of the Bidder	Yes/No	If Yes, give following details		
			Number	Date of Issue	Valid up to
A.	PF Registration Self-attested copy attached				
B.	ESI Registration Self-attested copy attached				
C.	PAN NO Self-attested copy attached				

D.	GST (REG-06) Registration Self-attested copy attached				
E.	BCAS clearance certificate with validity for auxiliary services on the day of submission of the bid.				
9a	Three (3) years experience in the field of “Operation & Maintenance of HT (High Tension) Electrical Establishments” (on or after 01.01.2019 up to the date of opening of tender)				
9b	Valid Electrical Contractor/Supervisory License issued by Govt. of Delhi for authorization to work in DELHI/NCR for Electrical Work.				
9c	Copy of relevant supporting document(s)/ contract(s) etc. , as a proof of experience required at 9a above, duly self-attested, enclosed				

10 a. Annual Turnover for Financial Year (2019-20, 2020-21 and 2021-22.) (Min. average Rs. 17 lakhs): _____

10 b. Audited Copy of Balance Sheets & P&L account for previous Financial Year (2019-20, 2020-21 and 2021-22 duly signed by the Proprietor/Director enclosed. :YES / NO

10 c. Self-attested copy of IT return for the following Financial Years enclosed:

2019-2020	: YES / NO
2020-2021	: YES / NO
2021-2022	: YES / NO

11. Earnest Money Deposit Details / Valid MSME Certificate (HVAC):

Amount _____ Name of Bank _____

Demand Draft No & Date _____

Rs. 54,000/- _____

12 a. Has any Director/Partner/Proprietor been convicted any time by court ? : YES/NO
(if Yes, furnish details)

12 b. Has your company been blacklisted by any agency of the airport or elsewhere? : YES/NO
(if Yes, give details)

13. Details of relevant supporting document(s)/ contract(s) etc justifying 3 years’ experience in the field of “Operation & Maintenance of HT (High Tension) Electrical Establishments”. (A separate sheet may be enclosed for these details together with a copy of contract(s)/ relevant supporting document(s)).

SN	Type of Contract(s)/ relevant supporting document(s) etc	Name & Address Airlines / Organizations Served	Period of Contract (From..... to)	Annual Value Of Contract
i.				
ii.				
iii.				
iv.				

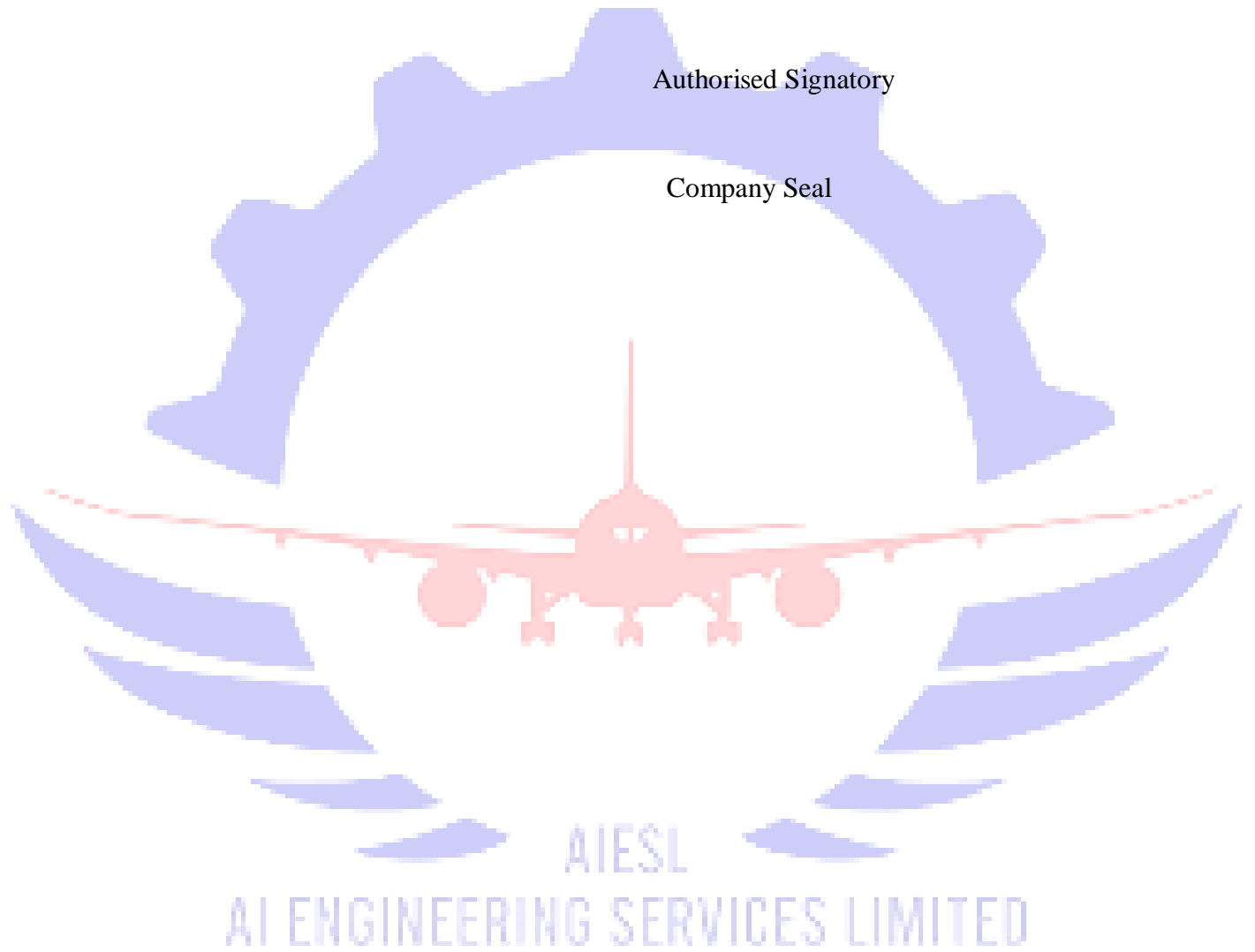
14. Any Other information which Bidder may like to furnish (separate sheet may be enclosed if required.)

15. CHECK SHEET: Following Documents must be attached with Technical Bid (Annexure-8).

		Yes	No
1.	EMD Rs. Rs. 54,000/- (Rupees Fifty Four Thousand only) DD/Pay order		
2.	Self-Attested copies of:-		
	A PF Registration		
	B ESI Registration		
	C PAN No.		
	D GST (REG-06) Registration		
	E BCAS clearance certificate		
3.	Audited Copy of Balance Sheets & P&L account for previous Financial Year (2019-20, 2020-21 and 2021-22 duly signed by the Proprietor/Director.		
4.	Self-Attested Copy(s) of Income Tax Return for the Financial Years(2019-20, 2020-21 and 2021-22)		
5.	Copy of relevant supporting document(s)/ contract(s) etc. , as a proof of 3 years’ experience (on or after 01.01.2019 up to the date of opening of tender), duly self-attested		
6.	Valid Electrical Contractor/Supervisory License issued by Govt. of Delhi for authorization to work in DELHI/NCR for Electrical Work.(copy of the above License duly self attested should be enclosed as proof of above).		
7.	Valid BCAS Security Programme for working in AEP areas at Airport.		
8.	List of other Organisations where similar services are provided currently with Tel No.& contact person		

9.	Confirmed that PERIOD OF CONTRACT- Two Years, extendable by One year depending upon sole discretion of AI Engineering Services Ltd., at same rates, terms & conditions.		
10.	The Bidder has visited the site and assess the job before offering price quotes (Certificate of site visit – Annexure 14).		

NOTE: In order to qualify for evaluation of the Financial Bid, the Bidder has to comply with all the requirements listed.



PRICE BID FORM

SCHEDULE OF WORK & CHARGES PERIOD OF CONTRACT –

Two Year, extendable by One year depending upon sole discretion of AI Engineering Services Limited at same rates, terms & conditions.

“AMC for (1) Operation & Routine Maintenance of 11 KV Substation at IGI Airport, Terminal – 1 (Part-1 & Part-2), (2) Electrical Maintenance of AIESL Establishments at IGI Airport, Terminal – 1 & 2 (Part-1 & Part-2) New Delhi” as per

1. SCOPE OF WORK (11 KV, PART-1) - Operation & Routine Maintenance of 11 KV Substation
2. SCOPE OF WORK (11 KV, PART-2) - Annual Major Maintenance of 11 KV Substation & Switchgears
3. SCOPE OF WORK - AEP Locations (EM, PART-1) - Electrical Maintenance of AIESL (NR) Establishments
4. SCOPE OF WORK – Non AEP Locations (EM, PART-2) - Electrical Maintenance of AIESL (NR) Establishments

The rates of various jobs may be quoted as below:-

A. AMC – Operation & Routine Maintenance of 11 KV Substation at IGI Airport, Tr-1 as per Annexure 1

DESCRIPTION	MONTHLY CHARGES (Rs)	GST	MONTHLY CHARGES (Incl. GST)
AMC – Operation & Routine Maintenance of 11 KV Substation at IGI Airport, Tr-1 as per Annexure 1 SCOPE OF WORK (11 KV, PART-1)			
(A) Annual Charges = Monthly Charges x12	Rs.		

B. “AMC for Annual Major Maintenance of 11 KV Substation & Switchgears at IGI Airport, Tr-1&2” as per Annexure 2

Maintenance to be carried out as per Annexure 2 of SCOPE OF WORK (11 KV, PART-2)

S. N	DESCRIPTION OF JOB (i)	NO. OF UNITS (ii)	UNIT RATES (iii) (Rs)	Total Annual Expenditure (iv) = (ii)x(iii) (Rupees)	GST Amount (v)	Total Amount Including GST (vi)=(iv)+(v)
1.	Testing and Analysis of Transformer / OLTC Oil (As per Govt. approved Lab charges)	3 Samples	/Sample			
2.	Dehydration/Filtration of oil (Transformer/Tap Changer/MOCB etc.)	1920 Ltrs	/Ltr			
3.	Topping up of Oil	200 Ltrs	/Ltr			
4.	Servicing of MOCBs / ACBs (including checking of protection circuits, Repair of Control wiring of HT / LT panels, Repairing of Operating Mechanism of MOCBs / ACBs, cleaning of Bus Bar chambers, CT, PT and cable end chambers, checking tightness of control and power cables)	24 Units	/Unit			
5.	Testing / Calibration of Protection Relay sets	13Sets	/Set			
6.	Servicing / Repairing / Testing of Tap Changers (OLTC) including servicing cleaning / repairing of operating mechanism, contact points and checking of control circuits for operation in auto and manual modes)	3 Units	/Unit			
7.	Revival / Testing of Earthing Pit	26 Units	/Unit			
8.	Calibration of Amp./ Volt Meters	42 Units	/Unit			
9.	Repairing of Protection Relays	01 Units	/Unit			
10.	Repairing of leakages of oil from Transformers / OLTC	01 Units	/Unit			
11.	Grand Total of Annual Expenditure					

C. “AMC for Electrical Maintenance of AIESL (NR) Establishments at IGIA, Tr-1&2” as per Annexure 3

DESCRIPTION	MONTHLY CHARGES (Rs)	GST	MONTHLY CHARGES (Incl. GST)
“AMC for Electrical Maintenance of AIESL (NR) Establishments at IGIA, Tr-1&2” as per Annexure 3 SCOPE OF WORK - AEP Locations (EM, PART-1)			
(C) Annual Charges = Monthly Charges x12	Rs.		

D. “AMC for Electrical Maintenance of AIESL (NR) Establishments at IGIA, Tr-1&2” as per Annexure 4

DESCRIPTION	MONTHLY CHARGES (Rs)	GST	MONTHLY CHARGES (Incl. GST)
“AMC for Electrical Maintenance of AIESL (NR) Establishments at IGIA, Tr-1&2” as per Annexure 4 SCOPE OF WORK – Non AEP Locations (EM, PART-2)			
(D) Annual Charges = Monthly Charges x12	Rs.		

	BASIC AMOUNT, (without GST) A+B+C+D (Rs)	GST (RS)	TOTAL AMOUNT (Including GST), (RS)
E. SUM TOTAL OF ANNUAL CHARGES (IN FIGURES)			
SUM TOTAL OF ANNUAL CHARGES, WITHOUT GST (IN words)	RS.		

NOTE:

1. Cost of spares consumed are excluded and charges to be invoiced as per actuals.
2. Transformer Oil Testing to be carried out by Govt. approved agencies.
3. Royalty(Revenue Share)/Additional Charges levied by DIAL/Airports Authority, if any, are also excluded and shall be reimbursed for the services provided as per “Scope of Works at Annexures 1, 2 & 3”only on production of receipt as proof of payment.

The L-1 Tender would be decided based on the lowest total cost to AI Engineering Services Limited

- i.** (sum of Total A,B, C & D)
- ii.** The Bidder should fill up all fields of the table above.
- iii.** Taxes must be clearly indicated with the percentage thereof.
- iv.** Conditional Discount, if any will not be considered for deciding L-1 Bidder.
- v.** The benefit of reduction in Government Levies, if any, arising during the term of the contract if awarded would be passed on to AI Engineering Services Limited.
- vi.** The Basic quoted price and other terms and conditions will remain firm during the contractual period. However incase of any increase in Government levies, during the contractual period same will be granted on submission of proof for the same.

Authorised Signatory

Company Seal



FORMAT OF AUTHORIZATION LETTER FOR ATTENDING BID OPENING

(On Bidder’s Letter Head)

To

The GM (E-PPMM),
 A320 Avionics Complex,
 AI Engineering Services Ltd.
 IGIA Terminal-2, New Delhi 110037.

Sub: Authorization for attending bid opening

Tender No:

Subject:

The following persons(s) are hereby authorized to attend the bid opening for the Tender mentioned above on our behalf.

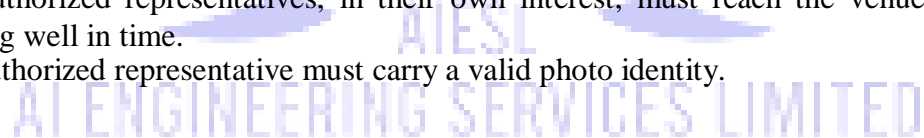
S.. No.	Name	Email ID	Contact No.	Signature
1.				
2.				

Authorised Signatory Signature

Name & Designation _____
With SEAL

Note:

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



UNDER TAKINGS/CERTIFICATION:

To,
The Dy.GM (E-PPMM)
A320 Avionics Complex,
AI Engineering Services Ltd.
IGIA Terminal-2, NewDelhi 110037.

It is certified that:

- A. There are no hidden costs to AIESL over and above as quoted in the tender.
- B. We agree to hold the quoted prices firm till completion of supplies against the Contract.
- C. We agree to extend to AIESL the benefit of reduction in statutory duties, taxes, levies, etc., if notified by the Govt. of India, during the period of validity of the Purchase Order.
- D. We have carefully gone through and have understood and hereby agree to unconditionally abide by all the General Terms & Conditions, Product Details and Specifications governing the tender.
- E. The financial bid will be valid for a minimum period of 120 days from the date of opening of Technical Bid.
- F. All the pages of Technical are being signed and stamped.
- G. I hereby confirm that I am authorized to sign the tender document and the information given in the tender is true and correct to the best of my knowledge and belief and nothing material is concealed.

Name & Designation

Signature

Date :

Place:

Company Seal

SECURITY DEPOSIT FORM

(To be submitted by successful Bidder after receipt of Letter of Acceptance)

To

The GM (E-PPMM)
A320 Avionics Complex,
AI Engineering Services Ltd.
IGIA Terminal-2, New Delhi
110037.

I/We, the undersigned declare that:

After having been qualified for award of Contract and vide Para 18 of the captioned tender, we will deposit equivalent sum of 5% (Five percent) of the total value of the Contract towards interest free Security Deposit, within 2 weeks of receipt of the Contract.

The Security Deposit will be paid by way of Account Payee Demand Draft, Banker's Cheque, Bank Guarantee (BG) issued from any commercial bank, Fixed Deposit Receipt from any Commercial bank, in favor of AI Engineering services Limited (AIESL), payable at Delhi.

Name & Designation

Signature

Date :

Place:

Company Seal

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract(s) for “(1) Operation & Routine Maintenance of 11 KV Substation at IGI Airport, Terminal – 1 (Part-1 & Part-2), (2) Electrical Maintenance of AIESL Establishments at IGI Airport, Terminal – 1 & 2 (Part-1 & Part-2) New Delhi” to AIESL”. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

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

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

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption in their dealings with AI Engineering Services Ltd. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of

bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any

other Company in any country conforming to the corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

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

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

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

Section 8 – Independent External Monitor/Monitors

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

from the parties that they act in a specific manner, refrain from action or tolerate action.

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

Section 9 –Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 3 years after the last payment under the contract, and for all other Bidders 12 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Board of AI Engineering Services Ltd.

Section 10 - Other provisions

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

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor) (Office Seal)

Place :

Date :

Witness 1:

(Name & Address) :

Witness 2:

(Name & Address) :

CERTIFICATE OF SITE VISIT

(To be filled by Bidder)

To,

DGM (EF&PM),NR
A320 Avionics Complex,
AI Engineering Services Ltd.
IGIA Terminal-2, New Delhi-10037.

Subject: Authorization for site visit at AIESL.

I/we, _____ representative of M/S
-----have visited the site and understood the scope of work and terms & conditions
detained in the tender.

Authorized Signatory Signature
Name & Designation _____

(With company seal)

To be filled by AIESL:

This is to certify that M/s _____ have visited the site for assessment of
the work as per scope of work.

Authorized Signatory

Company Seal

Date of visit

~~~ **END OF DOCUMENT** ~~~