

Tender Enquiry No. PFD/11/07/PROJ/2024-25

Date: 05th July 2024



NAME OF WORK: Invitation of Bids for Repairs/replacement of leaking/damaged roofing sheet of Hangar 4A at AIESL Engineering premises, OAP, Mumbai-400 029.

Pl. reply to:

**Properties & Facilities department,
AI ENGINEERING SERVICES LIMITED,
Old Airport Kalina,
Santa Cruz East Mumbai- 400029.**

Email: civil.pfd@aiesl.in, cc to: nilesh.ambre@aiesl.in, girish.hirlekar@aiesl.in

Contact number – 022-26263220

NAME:

.....

ADDRESS:

.....

.....

Signature of Bidder:



SECTION I

INVITATION TO TENDER

Sr No	Particulars	Detail
1	Name of the Work	Repairs/replacement of leaking/damaged roofing sheet of Hangar 4A at AIESL Engineering premises, OAP, Mumbai-400 029.
2	Estimated Cost	Rs. 44,46,000.00/-
3	Earnest Money Deposit	Rs. 90,000/-
4	Security Deposit	10% of Contract Order Value
5	Work Completion Period	03 month
6	Last Date of receipt of Pre-qualification application	As per GeM (Government E-Marketplace) portal only
7	Tender document Fee	NIL
8	Last date, Time and place for receipt of bids	Bids will be accepted through GeM only.
9	Availability of bidding documents	Can be downloaded from www.aiesl.in , Print advertisement and available on GeM Portal
10	Validity of the Offer	Ninety (90) days from the date of submission of Bid.

For Further details, prospective bidders may please contact: -

Mr. Girish Hirlekar, Executive-(PFD)

Mr. Nilesh C. Ambre, Civil Engineer- (PFD)

Email id: civil.pfd@aiesl.in, cc to: nilesh.ambre@aiesl.in, girish.hirlekar@aiesl.in

for any queries, please contact PFD office – 022-26263220

1.1 Tender shall be valid for a period of 90 days from the date of opening of the tender. Copies of the tender document can be obtained from GeM (Government e-Marketplace) portal or from the official website of AIESL, i.e. www.aiesl.in

1.2 Bids (Technical and Price) is to be submitted online through GeM Portal only

1.3. Part – I, Technical bid shall include:

- a) Payment details towards EMD.
- b) MSME/MII units registered with NSIC under its Single Point Registration scheme/ Public Sector Units/Central/State Government undertakings would be exempted from the submission of EMD.
- c) Technical Bid pages should be duly signed and stamped by the bidder.
- d) All the mandatory supporting documents asked for in the technical bid.
- e) Technical Bid should not contain any details of price bid. If the Price Bid details are found in technical bid, then the entire bid will be disqualified and neither the Technical Bid nor the price bid will be considered.

1.4. Part- II, Price bid shall include:

Signature of Bidder:

Tender Enquiry No. PFD/11/07/PROJ/2024-25

Date: 05th July 2024



Tender Enquiry No. PFD/11/07/PROJ/2024-25

Date: 05th July 2024



- a) Price quoted must be along with the bill of quantity as per schedule provided in BOQ
 - b) The price Bid pages should be signed and stamped by the bidder.
 - b) The price bid offer should be strictly in the in the format provided along with the bid document.
 - c) Bidder shall initial all corrections; sign all pages of the tender/Bid document and all the enclosures accompanying their bid document before submission.
- 1.5. Tech. Bid for Part-I will be opened first. – Payment of EMD or EMD Exemption certificate shall be scrutinized. Any technical clarifications, if required will be sought by AIESL.
- 1.6. Price bid (part – II) of all bidders, who qualify the technical bid, shall be opened on date as permitted by GeM portal, if no technical clarifications are required. Else, it will be opened on a later date after technical clarifications have been sought and received.
- 1.7 Bidder shall submit all clarifications/ Confirmation through GeM only within the specified time.
- 1.8 An authorize person, holding power of attorney shall sign the tender document.
- 1.9 Tender shall be filled in English and any altercations must be duly attested. Overwritten figures are not permitted.
- 1.10 Earnest Money of successful bidder will be adjusted in security deposit. Earnest money of unsuccessful bidder will be refunded within 30days from date of expiry of the validity of Bids. Earnest money will not bear any interest.
- 1.11 AIESL reserve the right to accept the tender in full or part or reject any or all without assigning any reason.

For, AI Engineering Services

Dy.GM - EFPM-WB
Old Airport, Mumbai

312

Signature of Bidder:

3 | Page

Signature of Bidder:



SECTION II DISCLAIMER

The information contained in this tender document (“Tender Document”) or and any information pertaining to the aforesaid subject matter provided subsequently to the applicants / bidders in any form by AIESL shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AIESL prior to award of the Tender.

The purpose of this Tender Document is to provide all bidders with the information that may be useful to mean the formulation of their proposals/bids in response to this tender document. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AIESL do not purport to contain all/exhaustive information on the aforesaid subject matter that each applicant may require for the purposes of submitting their bids.

The assumptions, assessments, statements and information contained in this tender document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct his own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this Tender Document and shall obtain independent advice from appropriate sources.

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

AIESL also accepts no liability of any nature whether resulting from negligence or otherwise however caused /arising from reliance of any applicant / bidder upon the statements contained in this Tender Document.

AIESL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender Document, from time to time till opening of the bids (technical and financial).

The tender document does not imply that AIESL is bound to select a bidder or to appoint the selected bidder, as the case may be, and AIESL reserves the right to reject all or any of the proposals without assigning any reason at any time.

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

*****_*****



1. COMERCIAL CONDITION:

- 1.1 The quoted rates must be inclusive of all costs towards labour, material, tools, equipment, instruments, access stands, lifting tackles, hardware, consumable, transport, insurance etc. required to complete the proposed work.
- 1.2 The 'PRICE Format' sheet of tender documents must be filled in properly and completely. Only attached AIESL formats will be used by bidders for filling in Bill of Quantities and Commercial details.
- 1.3 The payment will be made as per the joint measurement for the work actually completed at site and handed over to AIESL. No payment will be admissible for any excess or wastage.
- 1.4 The quantities mentioned in the BOQ are tentative and may vary depending on the site requirements. The contractor will not have any claim towards change in quantities. The contractor must take his own measurements before buying the material.
- 1.5 Contractor will not do any extra work leading to any extra payment, without permission of EIC. Any change in design, layout, scheme, tech specifications etc. must be duly approved in advance.
- 1.6 Workmen's compensation insurance policy shall be submitted before execution of work. In case of any loss to the individual property or assets of AIESL, the contractor is liable to pay the compensation to the individual and/or AIESL. The contractor will ensure the validity of Workmen's compensation Insurance Policy for the workers deployed at site.
- 1.7 The Defects Liability period (DLP) will be one year from the date of completion of work. AIESL will retain 10% of contract value as Security Deposit for this period. The contractor will attend all defects arising during this period at no extra cost. The response time will be next working days and the defects will be attended within maximum 5 working days. Alternately, this security deposit can be in form of a Bank Guarantee of equal amount for one year period. All interim and final bills will be submitted in 2 copies along with 2 copies of duly signed Joint Measurement sheet for the work done.
- 1.8 The clause for water supply & the sewerage charge as 0.65% and 0.35% respectively, making the total water + sewerage charges amounting to 1% of tender cost / Value of Work done shall be deducted from R.A. / Final Bill. Electrical charges for using electrical equipment's for carrying out general civil repair work will be 0.25% of tender cost and electrical charges for fabrication work will be 0.50% of tender cost.

1.9 The DLP shall be as below:

Sr. No.	Description of work	Defect Liability Period
1	Repair works	01 year
2	Structural repair works	01 year
3	Waterproofing/Roofing works	5 years
4	Painting work	01 year



2 VALIDITY:

- 2.1 Rates finalized and agreed shall remain firm during the full Contract period. No request shall be entertained for increase of rates during the validity of the Contract and extensions.
- 2.2 The subject work shall be completed within 03 months from the date of commencement of contract/ Issue of Work order.

3 SECURITY DEPOSIT/PERFORMANCE GUARANTEE

- 3.1 Security deposit as 10% of contract value will be deducted from the first interim payment. A bank guarantee for equal amount valid for Contract Period plus Defects Liability period is also acceptable in lieu of Deduction of Security Deposit. The standard Format of Bank guarantee is attached.
- 3.2 The Defects Liability period starts from the date of completion of work. AIESL will retain 10% of contract value as Security Deposit for this period. Contractor will carry out full repair or replacement for any defect / fault arising due to defective work or defective material during this period free of cost within 3 working days. The repaired / replaced items will carry additional warranty for 6 months.
- 3.3 In case of breach of Contract or violation of any terms of the Contract, the Security Deposit / Performance Guarantee shall be forfeited / bank guarantee be invoked.
- 3.4 Such Security Deposit / Performance Guarantee shall not bear any interest, and shall be refunded without interest only on successful completion of the awarded work and on fulfilling of all Contractual obligations after completion period i.e. DLP.
- 3.5 In case of Bank guarantee the validity shall be of full contract period plus DLP months and the same shall be returned after successful completion of the contract and on fulfilling of all Contractual obligations after the claim period i.e. DLP.
- 3.6 In case the EMD is converted and adjusted towards the security deposit, the differential component needs to be paid by the party prior to commencement of the job.

4 EXECUTION OF JOB:

- 4.1 The successful bidder has to convey acceptance of Contract in writing within 7 working days of receipt of LOI.
- 4.2 The successful bidder has to execute an agreement of Terms & Conditions of the contract on a non-judicial Stamp Paper of Rs. 200/- within 15 days of his acceptance of the LOI, which shall be duly notarized. The cost of the Stamp Paper and notarization shall be borne by the successful bidder of its own.
- 4.3 Following:
 - I. The successful bidder shall be required to commence the services within 15 days, after acceptance of the work Order.
- 4.4 The successful bidder must deploy at its own cost a supervisor to monitor the work allotted to its (Service Providers) employees/ staff to ensure smooth provision of services.
- 4.5 Any replacement / transfer of personnel deployed shall be informed to designated official of AIESL 15 days in advance & the new incumbent shall fulfil all the conditions listed herein.

5 SUBCONTRACTING:

During the currency of the contract the service provider shall not sub contract the job and the contract is not transferable/assignable.



6 UNDERTAKINGS:

The bidder shall provide the undertaking along with the acceptance of LOI as detailed below: -

- i. The successful bidder shall have the registrations and licenses under all the applicable local and central taxes / laws and to be specified separately under each applicable tax / law / Act (i.e. GST/Income Tax Act, etc.). The same shall be produced forthwith for verification / checking by AIESL or to a third party authorized by AIESL/agencies of Govt. of India.
- ii. The successful bidder shall have the requisite work permit as per contract work scope issued by the governing authorities.

7 COMPLIANCE OF LABOUR LAW

- i. The Bidder shall be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to his employees. The Bidder shall duly comply with all Central and State Acts, laws including Contract Labour (Regulation and Abolition) Act, 1970 or other statutory rules, regulations, bye laws as applicable or which might be applicable.
- ii. The Bidder shall at all times indemnify and keep indemnified AIESL against any /all claims under the Workmen's Compensation Act; Payment of Wages Act, Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s) or statutory amendments / modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury /death sustained by any worker or other personnel of the Bidder or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made there under, by any person whether in the employment of the Bidder or not, who provided or provides the said Services under this Agreement.
- iii. The Bidder shall undertake to comply with the applicable provision of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this Agreement. The Bidder shall further observe and comply with all Government Laws concerning employment of staff employed by the Bidder and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Bidder is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of Law.
- iv. The Bidder shall ensure that their firm is covered under the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act having its independent Code number. Thus, the bidder shall ensure that all the eligible employees are covered under these Acts.
- v. The Bidder while submitting bills to AIESL as above shall also render documentary evidence with an undertaking of the deposits of Provident Fund / ESI contributions made by the min respect of the workforce under consideration for payment of wages, failing which, the payment of the bill by the AIESL shall be withheld until such compliance. Copy of the format for details to be furnished is attached in Annexure XII.
- vi. At no stage of the Contract shall the employees of the Bidder be deemed to be employees of AIESL the Bidder shall be liable not only to pay wages to his employees but overtime, any compensation, notice pay, gratuity or bonus as payable and the Principal Employer shall not be held liable for any obligation of the Bidder. Further the Bidder shall be responsible for providing facilities such as canteen, transport and medical to his employees as it shall not be binding on AIESL to provide these facilities to the persons deployed by the Bidder. The Bidder shall make arrangements to provide proper and valid identity cards to the employees.



- vii. In case, while on duty and during the course of engagement in the work premises of AIESL under this Agreement, if any of the Bidder's workforce meet(s) with any injury indisposition due to the accident or other natural calamities, the Bidder shall ensure that immediate and adequate medical aid viz. First aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, the Bidder shall also be liable for meeting with statutory liabilities under the Employee's State Insurance Act, 1948.
- viii. The Bidder shall perform the work assignments to the best satisfaction of AIESL. In case of unsatisfactory performance, intimation shall be given in writing to the Bidder and AIESL reserves the right to cancel the Contract forthwith after due notice period. In that event the legal payments made to the workforce of the Bidder shall be fully recoverable from the Bidder from his Security deposit/outstanding bills.
- ix. The Service Provider shall maintain proper record/registers as required under the Contract Labour (Regulation and Abolition) Act 1970 or any other Acts, Rules and other relevant enactments thereon. The Records / Registers shall be produced for Verifications / Inspections as and when required by AIESL. AIESL reserves the right and power to check regarding statutory payments of Wages, ESI, EPF, GST, as considered necessary. The Bidder shall possess a valid license for the jobs being carried out. The said licenses and permission issued by statutory authorities shall be renewed from time to time and kept valid during the currency of the contract.
- x. The Service Provider shall be the employer of his personnel and AIESL shall not be held partially or fully responsible for any dispute that may arise between the Service Provider & his Personnel.
- xi. It shall be sole responsibility of the Service Provider to settle disputes if any, arising out of the engagement between the Service Provider and the personnel engaged by them. The management of AIESL shall not in any way be responsible, in the event, the personnel approaches to the competent authority, under any Labour Act or the Court, the entire expenses in this behalf shall be borne by the Service Provider. For any failure, the Service Provider shall alone be responsible for all action initiated by the Enforcing Agencies of the Government & others, including penalties imposed thereon and AIESL shall have no obligation towards them.
- xii. The Bidder hereby confirms that the said Bidder, have registered their firm / company with each and every authority under all applicable provisions of law, requiring registration and Bidder further confirms that all licenses required under each and every applicable provisions of law had been granted to the said Bidder and that the provisions of Contract Labour (Regulations and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Wages Act, 1936, Workmen's Compensation Act, 1923 and Minimum Wages Act, 1948, Employer Liability Act, 1938 are being followed by the said Bidder in strict compliance thereof. The Bidder shall ensure that all returns that are required to be submitted under the applicable labour laws shall be submitted from time to time.
- xiii. All payments shall be made to the workmen deployed by Service Provider on a monthly basis. Attendance register incorporating all details of attendance in respect of the workmen deployed by them is to be maintained. The Bidder shall ensure that the disbursement of wages to the persons deployed /engaged by them shall be made on or before the 7th of following month.
- xiv. The Bidder shall strictly ensure that Minimum Wages as stipulated by the appropriate Government is paid each month to the workmen deployed by them. The Bidder shall issue salary slips to each of the workmen engaged by them every month in respect of the wages paid. The Bidder shall ensure that the workmen deployed by them are granted a paid weekly off. This shall be a mandatory compliance.
- xv. The Bidder shall not engage any workmen below the age of 18 years. The Bidder shall produce age proof in respect of the workmen deployed by them, if required by AIESL.



8 INDEMNIFICATION

- a. The successful bidder shall indemnify AIESL against third party claims arising out of equipment malfunctioning / mishandling or acts and deeds on the part of service providers personnel deployed for the work. The successful bidder shall also indemnify to reimburse any loss or damage by its personnel to AIESL personnel or property including aircraft, machinery, equipment or buildings. In case, any such amount is not deposited / paid to AIESL, the same shall be deducted from Security Deposit / Bills / Future payments due to the successful bidder.
- b. In the event, AIESL pays or is made responsible to pay the compensation for/towards noncompliance of statutory and labour provisions / any other reason, the successful bidder shall indemnify and keep indemnified AIESL to the full compensation in this regard.
- c. In case of injury or loss of AIESL staff due to any act or deed of successful bidder's employee or due to an accident, the successful bidder shall arrange to pay AIESL employee or AIESL employee's legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful bidder. The legal costs shall also be borne and paid by the successful bidder.
- d. The Bidder shall indemnify against any clauses elsewhere as referred to in this tender document which specifies so.

9 CLAIMS FOR DAMAGE

- a. AIESL shall promptly notify the Bidder of any claims / deficiency on the part of the Bidder arising under /out of the Contract.
- b. In case the Bidder, having been notified by AIESL, fails to take remedial action within the stipulated time as advised, AIESL may take a remedial action without any further notice, at the Bidders risk and cost. AIESL shall also levy penalty / terminate the Contract without prejudice to any other rights which AIESL may have on the Bidder under the service Contract.

10 COMPLIANCE OF SECURITY REGULATIONS:

- a. The successful bidder shall be solely responsible for all the safety and security regulations of AIESL, MIAL, AAI or any other agency associated with airports activity and shall ensure its strict adherence and compliance by personnel deployed by them.
- b. Any violation of security regulations and indulging in illegal activities including but not limited to smuggling / theft by successful bidder's personnel shall be at the cost / risk of successful bidder and shall be liable for all the legal consequences thereof.
- c. The successful bidder shall ensure a prior verification of character and antecedents of its personnel from local Police before deployment, AIESL being declared as "Security sensitive area". Every employee's photograph, copy of Police verification of character and antecedents and successful bidder undertaking to be furnished to AIESL's Security Department, before its deployment for rendering the services.
- d. The successful bidder shall provide at its own cost the proper uniforms (bearing company name and logo) of distinct color for the personnel deployed for performing the services for ease of identification.
- e. The personnel so deployed must be in possession of photo identity cards provided by the successful bidder under its signatures; company's name and seal which must be produced when demanded by AIESL's officials.
- f. Any lapse noticed on the part of any employee of successful bidder involved in theft / pilferage / malpractices shall be inquired into by AIESL Security / other officials and suitable action including legal proceedings shall be initiated for breach of contractual liability along with applicable penal provisions of



various laws.

- g. The successful bidder shall take responsibility for good conduct of its employees in AIESL / airport premises. If any of the successful bidder's employee is involved in any theft / pilferage of property. AIESL reserves the right to impose penalty on the successful bidder apart from AIESL right to take appropriate legal action.
- h. The successful bidder shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies / Legal Authorities including Airports Authority of India/MIAL from time to time, with regards the provisions of services.
- i. The successful bidder shall provide to AIESL all personal details (name, fathers name, age, permanent address & present address) along with passport size photograph, of its employees, and proof of age and educational qualifications who shall be working under this contract.
- j. The successful bidder has to obtain height permits and fire permits on everyday basis till the work is completed. The bidder has to arrange for mechanical equipment like cherry picker cranes at their own expenses to carry out subject work and no additional charges shall be claimed separately.

**SECTION III****ANNEXURE & FORMATS**

Please submit the following certified documents as part of Technical Bid through GeM Portal only

Sr. No.	Particular
1	Company Profile
a)	Certificate of Incorporation
b)	Address Proof (Telephone /electricity bill)
c)	Shop Establishment Certificate
d)	Audited Balance Sheet and P&L account for the FY 2021-22, FY 2022-23, FY 2022-24 duly signed by Proprietor/Director (Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year should be at least 30% of the estimated cost.)
e)	IT Returns for the Financial Year 2021-22, 2022-23, 2023-2024.
2	Experience Profile
a)	Three similar completed works each of value not less than the value equal to 40% of estimated cost put to tender (Copies of Work orders or completion certificates to be attached). OR
b)	Two similar completed works each of value not less than the value equal to 50% of estimated cost put to tender (Copies of Work orders or completion certificates to be attached). OR
c)	One similar completed work of value equal and or not less than the 80% of estimated cost put to tender (Copies of Work orders or completion certificates to be attached).

Notes:

(A) The Bidder must submit documentary proof in support of each of the above conditions along with the techno commercial bid Part-I. Offer by the bidders who fail to submit the supporting documents or fail to qualify as per qualifying criteria will not be considered.

(B) Bidder, if so desires, may visit the site before submission of offer with prior appointment. Any clarification required, shall be raised on GeM portal or email to contact person given in tender enquiry.

(C) Conditional offers will not be accepted.

a) **INFORMATION FROM BIDDER:**i) **Basic Information About the Firm**

Sr. No	Description	Bidder Information
1	Name and Address of the firm	
	Telephone / Fax no.	
	Name of Contact person	
	Mobile No: of Contact person	
	E-Mail Id	
2	Type of organization (Proprietorships/partnership/ltd. Co. etc.) copy of relevant document to be enclosed	
3	Date of Incorporation/commencement of Business	
4	Experience as a prime contractor	
5	PAN	
6	GST No	
7	Education and Experience of Key Technical Staff	
8	Details of Govt Agency / Central public sector undertaking / Major Industry for which is your firm is empanelled.	

ii) **Financial Position**

Sr No	Description	2021-22 (In Lakhs)	2022-23 (In Lakhs)	2023-24 (In Lakhs)
1	Annual Turnover			
2	Net Profit			
3	Copy of Audited Financial Statements for past 3 Financial years (Enclosed)	Yes / No		
4	Copy of Income Tax returns for the past 3 Financial years (Enclosed)	Yes / No		



b) INDEMNITY:

1. The Successful Bidder shall indemnify AIESL against the payment of penalty/third party claims/damages/loss of property of AIESL, due to the negligence on part of the successful bidder and/or its employees.
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. Reasonable opportunity will be provided to the bidders to present the case.
3. 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 gross 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 reasonable counsel fees and legal cost).
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 Bidders 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 make bidder aware of the claim and be entitled to deduct any amounts to make good the 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. Reasonable opportunity will be provided to the bidder to present the case.
5. The Bidder shall indemnify and hold AIESL harmless from and against any/ all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of laws by the Implementation Partner or its personnel and from any illegal use of any tool or software by the Implementation Partner. Indemnification shall be limited to direct claims, fines, penalties, only when Bidder is solely and directly attributable to it. Bidder would defend at its own cost.

Tender Enquiry No. PFD/11/07/PROJ/2024-25

Date: 05th July 2024



c) ACCEPTANCE OF TERMS AND CONDITIONS

(ON THE OFFICIAL LETTERHEAD OF THE BIDDER)

I/We _____, hereby confirm that, I/We _____ have studied the entire Tender Enquiry Number _____ for supply of _____ (hereinafter referred to as "Tender Document").

I/We have understood all the Terms and Conditions of the Tender Document including all the Annexures, attached therewith and accept and agree to abide by all the Terms and Conditions of the Tender Document unconditionally. We confirm that, the prices/rates and taxes as quoted by us in our Price Bid are final and no other additional costs shall be applicable to AIESL. We confirm that, if we are awarded the Contract by AIESL, the benefit of reduction in statutory taxes/levies, if any arising during the Term of Contract, if awarded in our favor would be passed on to AIESL, whenever applicable.

SIGNATURE OF AUTHORISED SIGNATOR

COMMON SEAL OF THE BIDDER

(Name: _____) (Designation: _____)

Date: _____ Place: _____



SCOPE & DESCRIPTION OF WORK

1. SCOPE & DESCRIPTION OF WORK IN BRIEF:

Details of Work-Places:

AI ENGINEERING SERVICES LIMITED,

Hangar 4A

AIESL Engineering premises,

OAP, Mumbai-29.”

2. The Scope of the works includes the following:

- Replacing damaged/old/rusted Metallic sheets of Roof shed/cladding by Metallic sheet.
- Replacing damaged/old/rusted Metallic/ FRP sheets of Roof shed by Polycarbonate sheet.
- Providing Turbo ventilators.

Note: The scope of work includes providing and erecting scaffolding as and where required. All the debris generated during the execution of work shall be cleared at regular interval to maintain clean working environment in the premises.

Approved makes:

- ✓ Metallic sheet: Jindal, JSW or Tata BlueScope **-The bidder shall submit test report of the product before installation of Sheets.**
- ✓ Self-drilling screws: Tata Agrico, Hilti or equivalent make.

3. Completion of work:

- a) The subject work shall be completed within 3 months of issuing the work order.
- b) The Contractor must be capable to complete the entire work as per the specifications and scope of work mentioned.
- c) Work completion Certificate and Warranty Certificate.
- d) Contact details of personnel for maintenance / repair / warranty.

4. Nature of Work:

Roofing and cladding work of hangars at AIESL Engineering premises, OAP, Mumbai-29.”



5. Site Conditions:

- 5.1 The site for this work is in old airport at AIESL premises at KALINA SANTACRUZ EAST MUMBAI-400029 and it is a security sensitive area. The contractor will keep entry passes always valid and will employ safe practices at work.
- 5.2 Interested bidders must visit the Site, study the tender documents, take the actual measurements and fully clarify to understand the exact work content and note the site conditions before quoting. This proposed work is to be done in existing working area; hence contractor must understand the site constraints.
- 5.3 A qualified and responsible supervisor will always remain present at site, when the work is being carried out. He will ensure compliance of standard safety precautions and use of safety equipment.
- 5.4 Any damage caused during the execution of work, will be made good by the contractor on his own cost, else the cost of damages will be recovered from the payment due to contractor.
- 5.5 AIESL will provide adequate space for keeping the contract material, but it will be contractor's responsibility to ensure its security. The contractor will maintain the site clean and remove all waste / loose / unwanted items regularly.



1. PRE-QUALIFICATION CRITERIA (PQC):

A. Technical Capacity:

a) The bidder must have at least three years' experience (ending month of March prior to the bid opening) of providing similar type of services to Central/State Government/ PSUs/ Nationalised Banks/ Reputed Organisations. Services rendered with list of such Central/State/ PSUs/ Nationalized Banks with duration of service shall be furnished.

b) The bidder must have successfully executed/completed similar Services (definition of "Similar services" should be clearly defined), over the last three years i.e. the current financial year and the last three financial years: -

Three similar completed works each of value not less than the value equal to **40%** of estimated cost put to tender.

Or

Two similar completed works each of value not less than the value equal to **50%** of estimated cost put to tender.

Or

One similar completed work of value equal and or not less than the **80%** of estimated cost put to tender.

In case of ongoing works to be considered, the bidder must have received payment bills of 80% of the contract sum for the work/works executed lastday of month previous to the one in which bids are invited.

B. Financial Capacity:

Achieved an average annual financial turnover as certified by 'Chartered Accountant' (in all classes of civil engineering construction works only) equal to 30% of the estimated cost of work in last three (03) financial years immediately preceding the Financial Year in which bids are invited.

Note: The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be attached along with certificates duly signed by the Engineer-in Charge, not below the rank of an Executive Engineer or equivalent.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

**ENGINEERING DEPARTMENT
PROPERTIES & FACILITIES DIVISION**



Tender Enquiry No.: PFD/11/07/PROJ/2024-25 **Dtd:** 05-07-2024
ESTIMATED COST: 44,46,000.00/- all inclusive

BILL OF QUNATTITIES					
Name of work: Repairs/replacement of leaking/damaged roofing sheet of Hangar 4A, at AIESL Engineering premises, OAP, Mumbai - 400 029					
Sr.no.	Description of Item	Quantity	Unit	Rate	Amount
1	<p>Providing Supplying & fixing of colour coated Galvalume trapezoidal sheet or of any shape similar to that of existing profile sheet of JSW Radiance Steel SDP make for roofing and cladding. The Profile sheets shall be of 1000 mm -1020 mm effective cover width, 28-30mm rib height, spaced at 186mm-210mm centre with subtle square fluting in the pan. The end rib shall be designed for anti-capillary action, to avoid any seepage of water through the lateral overlap. The sheeting material shall be 0.5 mm Total coated Thickness (TCT), Hi-Strength steel with min. 550 MPa yield strength, metallic hot dip coated with AZ150 Aluminum-zinc alloy (55% Aluminium, 43.5% Zinc, 1.5% silicon) as per IS 15961. The colour coated sheet shall be pre- painted with advanced Super Durable polyester paint system (SDP), paint system of Nominal 20 microns top coat on exposed surface and 5-micron reverse polyester coat on back surface over 5-micron primer coat on both surfaces of approved color. The exposed paint system shall have stable inorganic pigments for better color performance conforming to IS15965 with appropriate ridge sheets of same quality fixed to the existing purlins with approved quality hot dip zinc coated self-drilling hexagonal washer head fasteners of No. 12-14 X 55mm long at every crest at each purlin and No. 10-12 X 20mm self drilling stitch screws of approx. Spacing 500 mm on side laps with approved metal washers all as per instructions of sheet manufacturer and EIC. The rate shall be including of providing scaffolding as and where required & dismantling the existing metallic & FRP roofing sheets of any size and thickness and stacking the removed/ damaged sheet at designated location as per instruction given by EIC or his representative.</p> <p>The bidder shall submit test report of the product before installation of Sheets.</p>	3,600.00	Sq.mt		
	Note : The width of the roof along the ridge shall be measured and nothing extra shall be paid for laps with ridge sheets, side laps, end laps and woks in patch etc. The rates shall include taking down the old damaged/corroded roofing sheet to ground level and stacking the same as directed.				
2	Providing and fixing wind driven Turbo ventilator fan of approved make of throat diameter 610 mm, with stainless steel top plate, aluminium vanes, roof profiled fibre base plate and other accessories etc. complete all as directed.	24.00	Nos.		
3	<p>Providing and fixing 2mm thick polycarbonate sheets of Makrolon or equivalent approved make and required profile to match with the existing hangar roofing, fixed with approved self-drilling fasteners etc. complete all as directed.</p> <p>Note: The plan length and width (without measurement of corugation or profile) of the sheet provided shall be measured for payment and works in patch .</p>	100.00	Sq.mt		
Total			Rs.		
Add GST @18%			Rs.		
Grand Total			Rs.		

I HAVE FULLY UNDERSTOOD THE SCOPE OF WORK & AGREE TO ABIDE BY GENERAL CONDITION OF COTRACT.

Date :
Place :

**NAME, SIGNATURE & ADDRESS OF THE
CONTRACTOR WITH SEAL**



PAYMENT TERMS:

All payments to the successful bidder by AIESL for the services rendered by it shall be subject to the following compliances: -

- a) 90% of measured value of work shall be paid on satisfactory completion of work and submission of all required documents as per contract.
- b) 10% shall be retained as Security Deposit for Defects liability period. This amount can also be paid in lieu of a Bank Guarantee for same amount.
- c) Security deposit as 10% of contract value will be deducted from the first interim payment. A bank guarantee for equal amount valid for Contract Period plus Defects Liability period is also acceptable in lieu of Deduction of Security Deposit. The standard Format of Bank guarantee can be collected from PFD Office.
- d) The Defects Liability period from the date of completion of work. AIESL will retain 10% of contract value as Security Deposit for this period. Contractor will carry out full repair or replacement for any defect / fault arising due to defective work or defective material during this period free of cost within 3 working days. The repaired / replaced items will carry additional warranty for 6 months.
- e) All interim and final bills will be submitted in duplicate along with 2 copies of duly signed Joint Measurement sheet for the work done.



1. PENALTY CLAUSE:

- a. If the successful bidder fails to commence the work within the time frame as mentioned in the work order / provide the work at any place, then no payment will be made to the party for that period. If successful bidder continues to fail to provide the work for more than one week at a stretch, besides deduction of the payment, the contractor shall be liable to pay the liquidated damage (LD)/penalty charges at the rate 0.5 % (half percent) of the total cost of the work in accordance with per week beyond such time frame subject to a maximum of 10% (Ten percent) of the total cost of work and **The EMD and Performance Security will be forfeited.**
- b. There should normally be no system of waiver of LDs for delayed in complete subject work it may strictly be an exception rather than a rule.

2. RECOVERY OF SUM DUE:

- a. As per the contract entered between AIESL and the successful bidder, if any sum of money is recoverable from the successful bidder, AIESL shall be entitled to recover such sum by appropriating in part or full from the Security Deposit already deposited by the successful bidder or from their outstanding bills.
- b. In the event of the Security Deposit being insufficient, the balance or the total amount recoverable, as the case may be, shall be deducted from any sum due to the successful bidder, under this, or any other contract between the successful bidder and AIESL. Also, shall this amount be insufficient to cover the said full amount recoverable, the successful bidder shall pay to AIESL the balance amount, if any, within 30 days of the demand made by AIESL.
- c. If any amount due to the successful bidder is so set off against the said Security Deposit, the successful bidder shall have to make good the said amount so set off to bring the Security Deposit to the original value immediately, and in any event, not later than 10days of the depletion of the original value.
- d. AIESL reserves the right to recover from the successful bidder's periodical payments, for any loss or damage caused to plant / equipment / machinery / building or any other property of AIESL by negligence or due to any other reason of successful bidder's employees, whatsoever.

3. TERMINATION OF AGREEMENT (EXIT CLAUSE): -

- a. AIESL may at any time terminate the Contract with immediate effect by giving written notice to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to AIESL.
- b. The Contract can be terminated with three months prior notice by both the parties at any time during the term of the Contract without assigning any reasons and liability on either side subject to continuity of the contract during the notice period without compromising the service to AIESL and payment as due to the service provider as governed by the terms and conditions of the tender.
- c. In case of failure of the successful bidder to carry out the services to the satisfaction/ requirement /standards of AIESL, AIESL shall be free to get the services by some other Agency / Party at its sole discretion but at the risk and cost of the terminated vendor.
- d. In case of breach of contract by the successful bidder, AIESL shall have a right to rescind the contract at any time without assigning any reasons & without any liability to AIESL. AIESL also reserves the right to claim from the successful bidder for any loss sustained due to unsatisfactory performance of the contract.



4. INTERPRETATION:

In the event of any difference in the interpretation of any of the clauses of the Service Contract /Agreement and / or the Tender documents, the clarification given by Executive-HR, AIESL, Mumbai, shall be final and binding.

5. RESOLUTIONS OF DISPUTES AND ARBITRATION:

Any dispute arising between the Bidders/Successful Bidder and AIESL, in respect of the construction, interpretation, application, meaning, scope, operation or effect of the Tender/Contractor the validity or breach thereof, shall first be settled by mutual consultation between the authorized representatives of the Parties. If the dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has started in writing, the matter shall be settled in the manner as mentioned below. In the event of any dispute, differences of any kind arising under this Agreement, the same shall be referred to a Sole Arbitrator to be appointed by the Bidder/Successful Bidder out of three (3) names suggested by AIESL within thirty(30) days from the receipt of such names by the Bidder/Successful Bidder. In the event that the Bidder/Successful Bidder do not appoint the sole arbitrator within the period of 30 (thirty) days as mentioned herein, AIESL shall appoint an arbitrator of its own choice. The award published by the Sole Arbitrator shall be final and binding on the Parties. The proceedings of the Arbitration shall be conducted in English language and place of hearing shall be Mumbai. The costs of the arbitration shall be borne as per the directions given under arbitral award.

6. JURISDICTIONS:

The construction, interpretation, validity and performance of this Contract / Agreement shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between AIESL and Bidder whatsoever shall be subject to the exclusive Jurisdiction of Mumbai Courts Only.

7. FORCE MAJEURE:

- a. Neither the Successful Bidder nor AIESL (herein referred Party/Parties) shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of an event of Force Majeure.
- b. An event of force majeure shall include, but shall not be limited to **acts of God, Nature, explosion, epidemics, riots, etc.,** or anything beyond the control of either Party.
In such case **the affected party shall give immediate notice in writing (in any case not later than 5 days of information about the occurrence of such an event becoming known to such Party)** and shall thereafter keep the other Party informed of the continuation or termination of such event as soon as possible (and in any event within three (3) days of the continuation or termination of such event).
- c. Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall use its best reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force Majeure and shall reasonably allocate its available resources, giving priority to its obligations under this Agreement.
- d. The party so affected shall take all reasonable steps to remedy the failure and reasonably allocate its available resources, giving priority to perform its obligations under the Contract and to keep the other Party informed of the steps being taken to mitigate the effects of an event of force majeure.

Tender Enquiry No. PFD/11/07/PROJ/2024-25

Date: 05th July 2024



- e. In the event of Force Majeure lasting for more than 30 (thirty) days, either Party may after mutual consultation with the each other, terminate the Contract.
- f. For the avoidance of any doubt, it is clarified that, payment obligations of AIESL shall be excused due to an event of force majeure.

Signature of Bidder:



b) INDEMNITY:

1. The Successful Bidder shall indemnify AIESL against the payment of penalty/third party claims/damages/loss of property of AIESL, due to the negligence on part of the Successful Bidder and/or its employees.
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. Reasonable opportunity will be provided to the bidders to present the case.
3. 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 gross 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 reasonable counsel fees and legal cost).
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 Bidders 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 make bidder aware of the claim and be entitled to deduct any amounts to make good the 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. Reasonable opportunity will be provided to the bidders to present the case.
5. The Bidder shall indemnify and hold AIESL harmless from and against any liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Implementation Partner or its personnel and from any illegal use of any tool or software by the Implementation Partner. Indemnification shall be limited to direct claims, fines, penalties, only when Bidder is solely and directly attributable to it. Bidder would defend at its own cost.



INDEMNITY BOND

THIS INDEMNITY BOND is executed on this _____ Day of _____ 2024, by _____ having, its registered Office at _____ hereinafter referred to as Service Provider (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successor and assigns).

Whereas (name of the Service Provider) shall enter into an agreement with M / s. AIESL, a Company hereinafter referred to as "AIESL" incorporated in New Delhi under Companies Act, 1956 having, its Headquarters at AI Engineering Services Ltd (AIESL), 2nd Floor, CRA Building, Safdarjung Airport Complex, New Delhi-110003 (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successors and assigns).

And whereas the Service Provider by means of an agreement shall complete the subject work at AIESL, Mumbai as per the annexure.

In terms of section II, clause 7 of the terms and conditions specified in the Tender Document PFD/11/07/PROJ/2024-25 dated 5th July 2024 the Service Provider agrees to undertake to keep AIESL indemnified against any claims / cost / damages and penalties in respect of breach of any Labour Laws both Central and State.

1. In terms of Clause 6 in annexure III of the terms and conditions specified in the Tender Document the Service Provider agrees to be responsible for ensuring the compliance of Labour Laws both Central and State especially, but not limited to Employees State Insurance Act, 1948 and Workmen's Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act, 1938, Contract Labour (Regulations and Abolition) Act, 1970, Employers' Liability Act, 1938, Maternity Benefit Act, 1961 and Bombay Labour Welfare Fund Act, 1953 as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and / or non-compliance of any other provisions of Labour Laws and shall indemnify AIESL against any claim / cost / remedies and penalties in respect of breach of any of the provisions of Laws in force.
2. It is further agreed that the Service Provider shall, within 07 days from the receipt of LOI (letter of intent), obtain Form-V from AIESL and arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority & deposit a copy with AIESL at the time of commencement of the job. In the event of the Service Provider not be covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, the Service Provider shall obtain a letter from the concerned labour authorities confirming the same.
3. It is further agreed that the Service Provider shall indemnify AIESL against any claim / s with regard to Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Contract Labour (Regulations & Abolition) Act, Workmen Compensation Act, Bombay Labour Welfare Fund Act, any Acts / Laws prevailing during the validity of the contract applicable to the Service Provider and other emoluments / allowances payable to the workmen deployed by the Service Provider during the validity of the Contract. The Service Provider confirms that all records of payments including Wage Registers / Muster Roll / Bank Clearance Statements / Overtime incurred penalties and advances if any in respect of the workmen engaged



by the Service Provider shall be maintained and produced as and when required by the AIESL and / or any other third-party including Government Agencies / Authorities.

4. All payments shall be made to the workmen deployed by Service Provider on a monthly basis. Attendance register incorporating all details of attendance in respect of the workmen deployed by them is to be maintained. The Bidder shall ensure that the disbursement of wages to the persons deployed / engaged by them shall be made on or before the 7th of the following month. Payments are to be made each month in the presence of a nominated representative of the Management of the company. The signature of the nominated representative shall be obtained on the salary sheets, date of disbursement to be indicated and official stamp to be affixed.
5. The Bidder shall strictly ensure that Minimum Wages as stipulated by the appropriate Government is paid each month to the workmen deployed by them. The Bidder shall issue salary slips to each of the workmen engaged by them every month in respect of the wages paid. The Bidder shall ensure that the workmen deployed by them are granted a paid weekly off. This shall be a mandatory compliance.
6. The Service Provider further confirms that necessary ESI / PF payments in respect of the workmen engaged by the Service Provider shall be made during the tenure of the contract within the time schedule as specified under the applicable Acts and further indemnifies AIESL against any claim / claims and liabilities arising out of the contract during the validity of the contract.
7. The Service provider also confirms that the relevant records pertaining to half yearly returns in respect of ESI and Annual returns in respect of PF filed by the service provider shall be submitted to the AIESL from time to time. The Service Provider also undertakes to produce the relevant documents in respect of the various returns and the payments made during the tenure of the contract in respect of the workmen engaged by the Service Provider before any third party, Government Agency / Authority. The Service Provider also confirms that the Service Provider shall maintain all records relevant to the record of ESI / PF deductions / deposits made and shall produce the same before the AIESL as and when required and / or required by any third party, Government Agency / Authority.
8. The Service Provider hereby indemnifies and agrees to keep the AIESL indemnified, during the period of the contract and even thereafter, to make good any losses, payments, penalties incurred by AIESL on account of non-compliance of whatsoever nature on the part of the Service Provider in the matter of all applicable legislations with regard to his employees deployed on contract awarded to them by the AIESL.
9. We indemnify AIESL and its subsidiaries against any claim from ESI Authorities / PF Authorities and / or any other statutory bodies under various labour laws relating to claim with regard to the workmen deployed by us. We further indemnify AIESL and its subsidiaries against any losses that may accrue / occur on account of any vigilance case / s filed / to be filed by ESI Authorities / PF Authorities and / or any other statutory bodies under various labour laws.
10. The Service Provider hereby indemnifies and agrees to keep AIESL indemnified, against any clause elsewhere as referred to in this tender document No. _____ dtd. _____ which specifies so.



Signed, Sealed & Delivered

Within the named _____

Witness: 1) _____

Through their Director / Proprietor / Representative

2) _____

c) BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

Date of issue :_(*)

Bank Guarantee No. (*)

Amount: (*)

To

AIESL, Registered office Address:

AI Engineering Services Ltd (AIESL), 2nd Floor, CRA Building, Safdarjung Airport Complex, New Delhi-110003

THIS DEED OF GUARANTEE is made on the (*) day of (*), 2023 at (*)

By

(*)Bank, having its head office at (*) (hereinafter called the “Bank” which expression unless shall include its successors and assigns) in favour of M/s. AI Engineering Services Ltd (AIESL) a company incorporated under the Companies Act, 1956, with having its registered office at AI Engineering Services Ltd (AIESL), 2nd Floor, CRA Building, Safdarjung Airport Complex, New Delhi-110003, (hereinafter referred to as “Beneficiary” which expression unless repugnant to the context hereto shall be deemed to include its assigns, in business, administrators and representatives).

THIS DEED WITNESSETH AS FOLLOWS:

WHEREAS (name and address of the Successful Bidder) having its registered office at (*) (hereinafter called "the Successful Bidder" which expression shall unless repugnant to the context hereto shall be deemed to include its permitted assigns, in business, administrators and representatives) in pursuance of Tender Ref. No. (*) dated (*) (hereinafter referred to as the “Tender”) has been awarded the contract no. Dated to supply (services of Fare Audit) herein after called "the Contract")



AND WHEREAS it has been stipulated by the Beneficiary in the said Tender that the Successful Bidder shall

furnish from a (*) bank a irrevocable Security Deposit (SD)/ Performance Bank Guarantee (PBG) @ 10% (Ten Percent) Of The Total Contract Value Within Two (2) Weeks From The date Of awardOf Contract;

Thus we, the Bank have agreed to give the Successful Bidder such a bank guarantee for an amount of(*) being the amount equal to 10% (Ten Percent) of the total Contract value towards Security Deposit / Performance Bank Guarantee (PBG) in favor of you, the Beneficiary.

In consideration thereof, we, the Bank, hereby at the request of the Successful Bidder, expressly, irrevocably and unconditionally guarantee the due performance of the Contract by the Service provider and undertake and guarantee to pay you (the Beneficiary) on written demand without demur and protestand without reference to the Service provider an amount not exceeding Rs.(*) /- (Rupees*) against any loss or damage caused to you (the Beneficiary) by reason of any breach by the said Successful Bidder. Your (the Beneficiary's) demand shall be conclusive evidence to us (the Bank) as regards the amount due and payable by the Bank under this Guarantee.

We further agree that the Guarantee herein contained shall remain in full force and effect during the period as mentioned herein and that it shall continue to be enforceable till all the claims of the Beneficiaryunder or by virtue of the said Contract have been fully paid and its have been fully and properly carried out by the said Successful Bidder and accordingly discharges the guarantee.

This guarantee shall not be revoked without the express consent of the Beneficiary and shall not be affected by the Beneficiary granting to the Successful Bidder any waiver, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in the Beneficiary or any right which the Beneficiary may have against the Successful Bidder and to exercise the same in any manner at any time either to forebear or to enforce any covenant contained or implied in the said Contract or any other course or remedy or security available to the Beneficiary, and our Bank shall not be released from its obligations under this guarantee by the Beneficiary exercising any of its rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commissions on the part of the Beneficiary or any other indulgence shown by the Beneficiary or by any other matter or thing whatsoever which under law would, but for this provision, have the effectof relieving our Bank from its obligation under this Guarantee.

The Bank, undertakes to pay to the Beneficiary, so demanded notwithstanding any dispute raised by the Service provider in any suit or proceeding pending before any arbitral tribunal or court relating thereto, the liability of the Bank under this Guarantee being absolute and unequivocal.

The Bank further agrees that, no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the contract documents which may be made between the Beneficiary and the Service provider shall in any way release the Bank from any liability under this Guarantee and we hereby waive notice of any such change, addition or modification.

We further state that, the Bank shall not be released from its obligations hereunder, except upon receiptby the Beneficiary of the entire amount due and payable under the terms of this Guarantee and/or any amendment (s) thereto and on the expiry of this Guarantee, within the period as mentioned herein below.

That's, the Bank hereby agrees that this Guarantee shall be binding on it and on its successors and permitted

Date: 05th July 2024



assigns and that this Guarantee not be affected by any change in the constitution of our bank or of the Successful Bidder or for any other reason whatsoever.

That's, the Bank further confirms that, this Guarantee has been issued with due observance and compliance of the appropriate laws in force in (*).

That's, the Bank shall be liable to pay the amount mentioned herein or any part thereof under this Guarantee only and the said amount shall be payable to the Beneficiary, upon the Beneficiary making a mere demand in writing. Such payment shall be made within 72 (seventy-two) hours of receiving such a claim or demand notice by the Bank.

Notwithstanding anything contained herein above

- a) Our liability as guarantor under this guarantee is restricted to Rs.(*) /- (Rupees * only)
- b) This bank guarantee shall remain in force from (*) to (*)

We, the Bank, undertake not to revoke this guarantee during its currency.

In witness whereof of the Bank, through its authorized officers has set its hand and stamp on this day of _____.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the Officer

.....
Seal, name and address of the Bank and address of the Branch



d) **INTEGRITY PACT**

Between

AIESL hereinafter referred to as “**The Principal**”,

&

M/s. (NAME OF VENDOR) hereinafter referred to as “The Bidder/ Service provider”

PREAMBLE

The Principal intends to undertake procurement of services for

The Principal intends to award, under laid down organizational procedures, contract(s) for 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 Service provider(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 Principal mentioned above.

The IEM particulars appointed by AIESL are as below:

Name of IEM: Shri. _____ (Group-A)

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)/ Service provider(s)

1. The Bidder(s)/ Service provider(s) commit themselves to take all measures necessary to prevent corruption in their dealings with AIESL. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Service provider(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)/Service provider(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)/Service provider(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Service provider(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)/Service provider(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.
 - e. This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Service provider/Bidder and in the agreement entered into by the Principal with the Service provider/Bidder.
2. The Bidder(s)/Service provider(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)/Service provider(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)/Service provider(s) from the tender process or take action as per the procedure



mentioned in the “GeM portal”

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 Service provider liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.
3. The Service provider/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/Service providers/Subservice providers

1. The Bidder(s)/ Service provider(s) undertake(s) to demand from all Subservice providers 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, Service providers and Subservice providers.
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)/Service provider(s)/Subservice provider(s)

If the Principal obtains knowledge of conduct of a Bidder, Service provider or Subservice provider, or of an employee or a representative or an associate of a Bidder, Service provider or Subservice provider 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, AIESL.
3. The Bidder(s)/Service provider(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the Service provider.
4. The Service provider 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 Subservice providers. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Service provider(s)/ Subservice provider(s) with confidentiality.
5. 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 Service provider. The parties offer to the Monitor the option to participate in such meetings.
6. 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.
7. The Monitor will submit a written report to the Chairman, AIESL 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.
8. Monitor shall be entitled to compensation on the same terms as being extended to /provided to Independent Directors on the AIESL Board.
9. If the Monitor has reported to the Chairman AIESL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman AIESL 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.
10. The word “Monitor” would include both singular and plural.



Section 9: Other provisions.

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi Changes and supplements as well as termination notices need to be made in writing.
2. If the Service provider is a partnership or a consortium, this agreement must be signed by all partners or consortium partners and in case of a company by an authorized representative.
3. Should one or several provisions of this agreement turn out to be invalid; the remainder of this Pact remains valid. In such cases the parties will strive to come to an agreement to their original intention.

(For and on behalf of Principal)

(For and on behalf of Bidder / Service Provider)

Witness 1

Witness II

(Name and Address)

(Name and Address)