

# GEM/2024/B/5653932

#### AI ENGINEERING SERVICES LIMITED

# MRO TRV, NEAR KSEB, CHACKAI, TRIVANDRUM, KERALA 695007

SUB: Tender for work contract for Housekeeping, Upkeep & Maintenance of AIESL surroundings & Premises, Chackai, Thiruvananthapuram, Kerala.

# (I) INTRODUCTION

Al Engineering Services Limited, a company incorporated under Companies Act 1956, having it's registered office at 2nd Floor, CRA Building, Safdarjung Airport, New Delhi 110003(hereinafter referred as "AIESL"), invites sealed/closed bids under two bid system from eligible bidders (hereinafter referred to as "Bidder(s)") meeting the Technical Bid Evaluation Criteria mentioned at SECTION B & C of the Tender and also complying with terms and conditions of the subject Tender Award of work contract for Housekeeping, Upkeep & Maintenance of AIESL surroundings & Premises, Chackai, Thiruvananthapuram, Kerala.

# (II) PURPOSE OF THE TENDER

AIESL, a public-sector undertaking for the maintenance of various types of aircraft. AIESL is inviting quotes for Tender for award of work contract for Housekeeping, Upkeep & Maintenance of AIESL surroundings & Premises, Chackai, Thiruvananthapuram, Kerala from Service Providers (herein after referred to as SP) which is defined as Service Provider having previous experience in this field) to quote for these services in 2 bid tendering process viz. technical bid as per Section C and Price Bid Section-D as per BoQ, and/or if any additional task desired by the regulatory authorities, the same should be complied with by the Service Provider at no additional cost.

#### **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 RFQ is not an offer by AI Engineering Services Ltd., but an invitation to potential Service provider/organization for submission of their interest for providing services as mentioned in terms and conditions section of this tender document.

This Tender is not an agreement and is neither an offer by Al 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.

Al Engineering Services Ltd. to make no representation or warranty and shall have no liability to any person, including any 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.

Al 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 between duly authorized officers of AI Engineering Services Ltd. and the Bidder.

CAUTION: While every care has been taken to ensure that the contents of this Tender are accurate and up to date till date, the entities are advised to check the precise current provisions of extant law and other applicable instruction from the original sources. In case of any conflict between the provisions stipulated in this Tender and in the original sources. Such as GFR or the prevailing laws, the provisions contained in the extant law and the original instructions shall prevail.



# (III) NOTICE FOR INVITING TENDER

Tender No. & Name of the Tender	AIESL/TRV-MRO/MMD/24-162 Dated 26.11.2024 "Tender for award of work contract for Housekeeping, Upkeep & Maintenance of AIESL surroundings & Premises, Chackai, Thiruvananthapuram, Kerala"
Pre-Bid Meeting Details	Refer GeM portal
Last date of receipt of queries from the prospective Bidders through mail, mail ID:	Through GeM portal
Last date/ time for submission of Bids documents through GeM portal ("Due Date/ Time")	Through GeM Portal.
Submission of Bids	Through GeM portal
Date and Time of Opening of Bids	Through GeM portal
Place of Opening of Bids	GeM
Extension of Due Date/Time	The Due Date / Time of submission and opening of Bids may be extended at any time, at the sole discretion of AIESL and shall be Notified on <u>GeM.</u> No separate press advertisement will be issued by AIESL regarding extension of Bid opening date and Due Date/Time.
Earnest Money Deposit (EMD)	INR 88000/-
Address of Communication for any clarifications.	mmd.trv@aiesl.in Ph. 0471-2787126



#### **SECTION A**

#### **General Terms and Conditions:**

# 1) Terms and Conditions governing the Bid:

- i. Al Engineering Services Limited (herein after referred to as "AIESL", invites Bids on GeM portal (under two bid system) from eligible Bidders meeting the Bid evaluation criteria specified in this Tender, for obtaining the Services as mentioned in Section B.
- ii. The Technical and Price Bid Criteria which the Bidder should satisfy for the purpose of the Tender has been mentioned in Section B, C and Section D respectively, hereto.
- iii. The tender is non-split able or non-dividable by the service provider.

# 2) <u>Definitions</u>:

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

- a. The term 'AIESL', shall mean "AI Engineering Services Limited", a company incorporated under Companies Act 1956.
- b. The term "Bidder" shall mean the entity who has submitted the Bid through GeM portal for this Tender through its authorized signatory.
- c. The term "Contract" shall mean the agreement entered between AIESL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- d. The term "Days" shall mean the working days of AIESL.
- e. The term "Services" shall mean the services to be provided by the Successful Bidder as mentioned in the Tender.
- f. The term "Successful Bidder" or the "Service Provider" (SP) shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- g. The term "L-1" means Bidder with lowest quote, and "L-2" means Bidder with the second lowest quote.

# 3) SUBMISSION OF BIDS:

- i. Bidders must ensure online submission of the Technical Bid and the Price Bid proposals, clearly mentioning the Tender number and Bid type (Technical Bid or Price Bid).
- ii. PART I: This shall be named "Technical Bid".
- iii. No Price Bid related information shall be mentioned in the Technical Bid.
- iv. PART II: This shall be named "Price Bid" and shall comprise of Bill of Quantity and Price.

# ❖ Technical Bid:

The Technical Bid as per format at Section C must be submitted separately through GeM portal **before the last date specified in GeM**, along with the requisite proof of submission of EMD / Bid Security Declaration Form (duly filled and signed) in place of EMD as the case may be. The Bidders must furnish the Technical Bid along with scanned copies of 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.



# ❖ Price Bid:

- Price bid should be submitted strictly as per Format of Price Bid Section D through GeM portal.
- If for some reason, the Bid Due Date/Time or the Bid opening date is declared a holiday, then the Bid Due Date/Time or the Bid opening date will automatically stand extended to the same timings of the next working day. In the event of the receipt of the Bid after the Due Date/Time, the Bid shall be rejected. AIESL reserves the right to reject any Bid in part or full or annul the Tender process without assigning any reasons.
- iii. The prices in the Price Bid must be clearly typed both in words and figures without any error.
- iv. Bidders are advised to study the Tender carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the tender with full understanding of its implications.
- The issue of this Tender does not imply that AIESL is bound to select a Bidder. Notwithstanding anything contained in this Tender, AIESL reserves the right to reject any Bid and to annul the Bidding process and/or reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof. If AIESL rejects or annuls all the Bids, it may, at its sole discretion, invite all eligible Bidders to submit fresh Bids hereafter.
- 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 their Bid. All such costs and expenses will remain with the Bidder and AIESL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this Tender process
- No bidder shall submit more than one Bid against this Tender. In case more than one bid is received only the last submitted bid would be considered.
- viii. Bids prepared by the Bidder shall contain all requisite information along with self- attested supporting documents as per details provided in the Technical Bid.
- ix. The Price Bid of only those Bidders who are found technically suitable during technical evaluation would be opened.
- x. If for some reason, the Bid opening or submission date is declared a holiday, then the Bid submission/opening date will automatically stand extended to the same time of the next working day.
- xi. AIESL reserves the right to accept or reject any or all Bids as well as to cancel the Tender, without assigning any reason or without any liability, whatsoever.
- If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail, and the total shall be corrected.

# **OPENING OF BIDS**

1) On the date of opening of Tender only the Technical Bids will be opened. Price Bids of only those Bidder(s) who are qualified after the evaluation of the Technical Bids will be opened. Intimation will

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be sent to those Bidders who qualify after the evaluation of the technical Bids. No correspondence in this regard will be entertained.

- 2) If in the price quoted in the Price Bid, there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- 3) GST Noncompliance: In case the AIESL is not able to claim input GST credit on account of any fault, omission or noncompliance by vendor, The Vendor shall take prompt corrective action to ensure that 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 corrective action taken by vendor), then the AIESL shall reserve the right to permanently withhold payment to the extent of GST and additional interest at the rate of 18% or any other rate prescribed under the GST laws subjected to all undisputed outstanding invoices are cleared.

# 4) AMENDMENTS AND EXTENSIONS

Amendments and Extensions, if any, to this Tender will be hosted on the GeM portal & website of AIESL at <a href="www.aiesl.in">www.aiesl.in</a>. The Bidders are, therefore, advised to visit GeM and AIESL's website regularly till the date of closing of the Tender. In case there is change in Service Details/ Requirement / Terms & Conditions after release of the Tender but before its Due Date/Time, the Bidders who have submitted their Bids shall have an option to re-submit their Bids, if they choose to do so, within the extension period as may be specified by AIESL. For avoidance of doubt, it is hereby clarified that the last Bid submitted by the Bidder will be considered as the final Bid.

## 5) TENDER FEE:

The Tender is available for down-loading on free of cost basis from e Tender section of AIESL website www.aiesl.in There is no fee for the Tender Documents.

# 6) VALIDITY OF BID, PRICES, GOVT. DUTIES / LEVIES ETC.

- The price quoted by the Bidders shall be valid for a period of 120 (One Hundred Twenty) days from the date of Technical Bid opening. Any Bid whose validity is less than 120 (One Hundred Twenty) days shall be summarily rejected.
- The service quantum to be available could vary more than or less than 25% from that as indicated in the Tender to accommodate fluctuations in demand during the contract period. The Bidder must maintain final contractual price during the entire Contract Period.
- The price offered/agreed should remain firm till the completion of the Contract and subject to the terms of the Tender/Contract.
- No request for increase in prices shall be entertained during the Contract Period, except on account
- of increase in GST or any other Government levy, if imposed by the Govt. of India or airport operator charges, provided the Successful Bidder submits a proof of payment for such increase to AIESL.
- The Bidders should commit to pass on the benefit to AIESL of reduction in statutory taxes, etc., by the Government, during the period of Contract.
- During the Contract Period, there won't be any hike or increase from the quoted prices for the service.

Note - The Tenderer may visit the site (mandatory). For site visit, Tenderer may please contact Mr. Marikumar, In charge, EFD, <a href="mailto:marikumar@aiesl.in">mari.kumar@aiesl.in</a>, efd.trv@aiesl.in / 0471-2787111/126

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# 7) REJECTION OF BIDS (TECHNICAL BID & PRICE BID):

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

- a) In case both the Technical Bid & the Price Bid is not received through GEM portal.
- b) Technical Bid and/or the Price Bid has been received after Due Date/ Time of the tender submission.
- c) If only the Technical Bid has been received and the Price Bid has not been received, and vice versa.
- d) If the Bid has been submitted without EMD or without declaration as per the eligibility,
- e) If any Price Bid or price information is mentioned in the Technical Bid.
- f) If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or the submitted copies are illegible or the material unexplained and/or Bids not received as per the desired formats & Bidding instructions.
- g) In case of any variation, in the documents / data submitted by the Bidder in support of the Technical Bid and in comparison, with the original documents during technical evaluation, the Bids of such Bidder would be out-rightly rejected / disqualified during technical evaluation of Tender and EMD would be forfeited.
- h) If the price indicated in the Price Bid is Conditional.
- i) If the Price Bid is not submitted in the format as described in Section 'D' in the Tender.
- j) In case the Bidder being an MSE unit as specified at Clause 13 of Section A, fails to submit a copy of the relevant MSE certificate and the required Bid Security Declaration Form along with the technical bid.
- k) If the Bid has been received without the undertaking of acceptance of all terms & conditions.
- I) The above list is only illustrative and there can be other relevant grounds of rejection of Bids.
- m) If scanned copies of tender documents duly signed & stamped, towards acceptance of all terms & conditions of tender, are not attached.
- n) Technical Bid and Price Bid should be uploaded separately on the GEM portal.
- o) Bidder does not have registered office in kerala or not giving undertaking to obtain the same within one month of award

# 8) AIESL's Rights & Discretions

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

i. Suspend and/or cancel the Bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms and conditions relating thereto.

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- ii. Consult with any Bidder to receive clarification or further information.
- iii. retain any information and/or evidence submitted to the AIESL by, on behalf of, and/ or in relation to any Bidder; and/ or
- iv. Independently verify, disqualify, reject and/or accept all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- v. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the AIESL, its employees, agents and advisers, from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or infuture.

# 9) MODIFICATION OF BIDS

- i. The Bidder(s) can modify or withdraw their Bid(s) within the validity period in GeM portal as per the norms.
- ii. In case of withdrawal of the Bid, the Bidder is required to withdraw as per GeM procedures.
- iii. No Bid shall be modified after the Due Date/Time for submission of Bids.
- iv. Withdrawal/modification of Bid, during the time mentioned above, shall result in the forfeiture of the EMD submitted by the Bidder.

# 10) EARNEST MONEY DEPOSIT (EMD):

- a) EMD amount is Rs. 88000/-
- b) Bidders should make on line payment of Rs: 88000/- (Eighty Eight thousand Only) towards EMD through NEFT / RTGS / UPI in

Banker Name: State Bank of India Account no.: 33029526378 IFSC

Code: SBIN0000691
Transaction ID no.:

- c) The Bidder should mention the Tender number along with his full name and address in the Remarks of EMD.
- d) If the Bidder is a MSE unit and claims exemption from submission of EMD as per Page No:8, in such an event the Bidder must submit a copy of the relevant MSE certificate at the address mentioned in the tender along with the submission of the Technical Bid, for their Bid to be considered as per the Tender.
- e) EMD in any other mode other than what is specified above will not be accepted.
- f) EMDwill not carry any interest.
- g) EMD of unsuccessful Bidders will be refunded without any interest within 45 days of award of the Contract in favor of the successful bidder.
- h) EMD of the Successful Bidder will be returned without any interest, after receipt of a Bank Guarantee or DD as Security Deposit against the Contract.

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- i) EMD of a Bidder will be forfeited if the Bidder withdraws or amends its Bid after the due date, impairs or derogates from the Tender in any respect, or declines to accept or honor the Contract if awarded in his favor within the Bid validity period. If the Successful Bidder fails to furnish Security Deposit within the specified period, its EMD is liable to be forfeited.
- j) AIESL reserves the right to reject / not consider the Bid if it has been received without EMD or proof of submission/details thereof or the EMD has been submitted in a mode other than as specified above, or a valid proof of exemption from submission of EMD has not been provided.

# 11) CONDITIONS RELATED TO THE WELFARE OF LABOURS:

- a) The Service provider has to remit PF/ESI/Insurance as per the existing Government guidelines.
- b) The Service provider has to produce the PF Registration Code for his workers as per the Government rules while submitting the first bill. The first bill will be processed only on production of the above code. For subsequent bills, the PF/ESI remittance challan for the engaged Labour has to be submitted for bill processing.
- c) AIESL will not be liable for any medical attention, injury / loss of life of the persons engaged by the Service provider during the work inside the AI ESL premises as per the contract. A suitable insurance coverage (ESI / Group Insurance) for the employees shall be arranged by the service provider at his own cost from the first day of operation, towards medical treatment and compensation of any loss/ in-capacitance of their employees arising out of accident etc., as per legal provisions.
- d) The Service provider shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss or otherwise terminate their services at any time. The Service provider shall be solely responsible for any claim arising out of employment or termination of employment of his employees and for statutory payments.
- e) The Service provider shall employ such staff who are medically fit and above the age of 20 & Below 45 Yrs only. The company has the right to direct the Service provider to remove from the premises such of his staff who may be Technically, physically, or medically found to be unfit.
- f) The Wage and Attendance Registers should be produced to AIESL every month. The Service provider has to disburse the salary/wages for their workmen only through Bank. The relevant Bank statement/proof for Bank payment should be produced along with PF and ESI and challans to Welfare Section every month.
- g) The Service provider should be fully aware of safety measures and observe all safety precautions during work. The Service provider should also make his own arrangements to provide requisite safety devices to the workers (Safety Shoes, protective devices etc..), based on the nature of work. Any accident/incident occurring to his workers in Company's premises should be reported in writing by the Service provider to authorities concerned immediately. The Service Provider shall be fully responsible for any accident/incident for his workers.
- h) Minimum Bonus, as applicable shall be paid by the Service provider to his employees as per the Payment of Bonus Act 1965.

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# 12) SECURITY DEPOSIT / PERFORMANCE GUARANTEE:

- i. The bidder who qualifies for award of Contract will have to deposit with AI Engineering services Limited 5% (Five percent) of the total value of the Contract towards interest free Security deposit, within 2 weeks of receipt of the Contract and or before commencement of work. The Security Deposit is to 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.
- ii. In case of submission of Security Deposit by Bank Guarantee, it may please be noted that the original BG must be forwarded by the Bank directly to AIESL through registered AD (Acknowledgement) as per the detailed procedure which will be advised to the Successful Bidder. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the successful bidder.
- iii. Security Deposit if provided by way of Bank Guarantee shall be furnished on non-judicial stamp paper of appropriate value and in the prescribed format.
- iv. The Security Deposit / Bank Guarantee will be refunded / returned without interest three month after successful completion of the tendered contract after adjusting for damages, if any, that may be imposed under the terms of the Contract.
- v. Validity of the SD / BG would be till 60 days after the scheduled completion of all obligations under the Purchase Order / Contract agreement/ successful completion of the contract period.
- vi. Security Deposit (SD) is mandatory for the successful MSE Units also.
- vii. In case of MSE Bidder, the Security Deposit can be deposited on yearly basis, renewable every year.
- viii. In case, Security Deposit is not deposited as per the terms of the Tender and the Contract, before the commencement of the Services, the bills presented by the Successful Bidder shall not be processed for payment till the time the Security Deposit is deposited by the Successful Bidder. In the event the Security Deposit is not deposited by the Successful Bidder within 45 days from the date of award of the Contract, AIESL reserves the right to terminate the Contract and re-issue a fresh tender for providing the Services under the Contract at the sole risk and cost of the Service Provider.
- ix. In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / Bank Guarantee be invoked.
- x. Such Security Deposit shall not bear any interest and shall be refunded without interest only on successful completion of the Contract and upon fulfillment of all Contractual obligations after warranty period of the Contract.

# 13) PRICE NEGOTIATION

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

#### 14) EVALUATION PROCESS FOR TECHNICAL BID (STAGE 1)

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- i. The Technical Bids would be first evaluated for compliance. During the evaluation, AIESL reserves the right at its sole discretion to seek whatever information, documents etc. from the Bidder as it may consider necessary for the purpose of evaluation of the Bids.
- ii. In the event the Bidder fails to provide any information or documents sought by AIESL, the Bid of the said Bidder shall be rejected by AIESL. No correspondence in this regard will be entertained
- iii. The Bidders who qualify as per the Technical Bid evaluation criteria as mentioned under Section B and C, and other requirements of the Tender would be considered for next stage of Tender process, and they would be duly intimated by email.
- iv. AIESL authorities may visit the vendor premises or conduct video call with the bidders to understand their work place, office upkeep and to verify the records.

# 15) EVALUATION PROCESS FOR PRICE BID (STAGE 2):

- i. The Price Bids of only those Bidders who qualify under the Criteria as specified in section B and C and comply with the other Tender requirements would be opened. The date and time of opening of the Price Bids would be intimated in advance to the Bidders who get qualified in the Technical Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.
- ii. Price Bids should be submitted strictly as per the format given in Section 'D' in the tender hereto. The detailed procedure / method of quoting and criteria for evaluation of the Price Bids has been provided in Section D.

# 16) AWARD OF CONTRACT/AGREEMENT, ACCEPTANCE, COMMENCEMENT / EXECUTION

The award of Contract shall be subject to fulfillment (in addition to eligibility criteria and the Undertakings as provided under the Tender) of following conditions by the Bidder:

- i. The Successful Bidder must convey acceptance of Letter of Award (LOA) within 5 days of receipt of the same and provide their bank details with a cancelled cheque.
- ii. The Successful Bidder shall complete the Contract within 15 days of acceptance of LOA. The cost towards the preparation, negotiation and execution of the Contract shall be borne by the Successful Bidder.
- iii. Please note that this is a service contract and not a manpower contract and the SP will be solely responsible for payment of wages, compliance of applicable labour laws, payment of employee related statutory dues, settlement of disputes with their employees etc. with respect to the employees/service personnel deployed by the SP.

# 17) FRAUDULENT PRACTICES:

AIESL requires that Bidders observe the highest standard of ethics during the Bidding process and execution of contracts. In pursuance of this, AIESL defines, for the purposes of this provision, the terms set forth as follows:

- a) "Corrupt practice" means the offering, giving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- **b) "Fraudulent practice"** means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the AIESL and includes collusive practice among Bidders



(prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive AIESL of the benefits of free and open competition.

- c) If a bidder is found indulging in corrupt/fraudulent practices, AIESL;
- i) Shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract.
- ii. Shall declare a Bidder ineligible and blacklist such Bidder, either indefinitely or for a stated period if it at any time, AIESL determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
- iii. Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent / corrupt practices during the currency of the Contract.
- iv. Bid Security Declaration will be applicable, or Security deposit shall be forfeited, as the case may be in addition to the above-mentioned remedies which AIESL shall have.

# 18) SUB-CONTRACTING:

The successful bidder shall not sub-contract the work or any part thereof, to any other person, concern, firm or company. Sub-contracting will result in termination of the contract with immediate effect without any liability on "AIESL" and also without prejudice to any other rights which "AIESL" may have against the Bidder under the Contract. The Service Provider shall not transfer or assign or sub-let any part of the service or any share of interest in any manner or degree, directly or indirectly, to any third party whatsoever.

# 19) CONTRACT MANAGEMENT:

Purchase order will be released through GeM

# 20) ERRANT BIDDERS:

In case after Price Bid opening, the L-1 Bidder is not awarded the Tender for reason solely attributable to such L-1 Bidder, for reasons as mentioned in this Tender, thereof leading to retendering, AIESL shall apply clause 9 of the Declarations submitted by such Bidder and such Bidders shall be debarred for a period up to 01(one) year from participation in the next tender for the subject services as well as against any tender enquiry for any service sought by AIESL and its sister concerns at all locations. AIESL further reserves the right to blacklist the Bidder for a period up to 3 (three) years.

#### 21) JURISDICTION:

Any Dispute whatsoever arising out of this Tender shall be subject to the exclusive jurisdiction of the courts of Delhi only.

# 22) OTHER CONDITIONS:

- (i) The accident /incident liability during the course of work is the sole responsibility of SP, and insurance of the personnel will be under the purview of the SP alone
- (ii) The SP should ensure the safe disposal of the debris and scrap / garbage generated during the execution of said work away from the premises.

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#### 23) ZERO DEVIATION

Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions. This is a zero deviation Tender, and no deviation shall be permitted.

# 24) **SUBMISSION OF INVOICE**:

Original invoice along with commissioning certificate duly certified by end user for satisfactory performance to be submitted to MMD, AIESL, Trivandrum for payment purpose as given in the Purchase Order.

The invoice shall be submitted to:

AIESL MRO TRV

Material Management Division (MMD), Hangar Unit, TRV – MRO, Opposite KSEB, Chackai, Trivandrum Kerala – 695007

# 25) PAYMENT TERMS:

- Payment will be made within 60 days from the date of completion of installation and commissioning (or) original invoice, whichever is later. However, if a Successful Bidder is a MSE Unit, then the payment will be made within 45 days from the date of receipt of the item, completion of installation and commissioning (or) original invoice for payment, whichever is later as per the laid down govt. guidelines for MSE bidders
- Only single payment will be made. No part payment will be done.
- Payment will be made through ECS mode (or) by Cheque
- The invoices should be submitted as per agreed tender terms & conditions clearly with the breakup along with the supporting documents, failing which may result in delays for payment process until the SP submits the clear and relevant supporting documents.
- Successful bidder is required to submit duly verified Bank Mandate form along with copy of relevant cheque leaf, duly cancelled to enable Accounts to make payment through ECS., NEFT etc on the day of acceptance of LOI by SP.
- TDS shall be deducted by AIESL from the payments, as per the applicable laws.

# 26) FALL IN PRICE CLAUSE:

The successful bidder should pass on any benefits arising due to lower taxation or change in input cost by virtue of some exemption by government or for any reasons during the contract/order.

# 27) INDEMNIFICATION:

- i. The Service Provider shall indemnify AIESL against all liability arising out of any claim, penalty, loss damages or costs actually paid, suffered or incurred by AIESL pursuant to any injury or death to any person or by reasons of any damage to any property belonging to AIESL caused by the Service Provider's personnel deployed for the Services. 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 Service Provider, without prejudice to the other rights available to AIESL under any applicable law.
- ii. The Successful Bidder shall indemnify AIESL from all liability arising out of any claim, /Penalty, / loss or damages, including costs (including counsel fees and reasonable legal cost) thereof, arising out of any breach or violation by the Successful Bidder of any provisions of any law, including but not limited to the intellectual property rights whether in India or any other country and labor laws governing the employees of the Successful Bidder.

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iii. The Successful Bidder shall be responsible for any destruction/theft or damage to AIESL property and/or illness, injury, including death that may be suffered by its own employees, contractors, or other representatives for whom it is in law responsible.

# 28) CONFIDENTIALITY:

The Parties (i.e., the Service Provider and AIESL) shall at all times keep confidential, all information acquired in consequence of this proposal, except for information which they may be entitled or bound to disclose under compulsion of law or were requested by regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.

# 29) TERMINATION:

The Contract may be terminated in the following circumstances:

- i. The Contract shall expire 3 (Three) years from the date of execution of the Contract unless renewed or Warranty period whichever is higher.
- ii. In case of unsatisfactory performance or breach of any of the clauses of the contract, AIESL shall issue a notice of 07 days to the Service Provider to rectify the breach and improve the Performance failing which AIESL shall be at liberty to terminate this Contract by providing 07 days written notice to the Service Provider. In such case, the Service Provider shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account.
- iii. In the event of breach of confidentiality, the Contract can be terminated by AIESL with a notice period of 15 days.
- iv. Either Party may terminate the Contract, in the event the Force Majeure Event subsists for a period of more than 90 days.
- v. The Parties shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the Contract till the termination.

# 30) EXIT / TERMINATION OF CONTRACT:

- i. Notwithstanding the above, AIESL shall also be at liberty to terminate the Contract for any reason including change in situation/circumstances, etc. by providing a 30-day prior written notice to the Service Provider. The Service Provider shall also be at liberty to terminate this Contract by providing AIESL with a 30-day prior written notice. In such an event, the terminated party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.
- ii. In case the Service Provider fails to complete the work as per the contract, they will be debarred from participating in the immediate next tender of similar nature.

#### 31) CLAIMS FOR DAMAGES



- AIESL shall promptly notify the Service Provider of any claims / deficiency on the part of the Service
   Provider arising under / out of the Contract.
- In case the Service Provider, having been notified by AIESL, fails to take remedial action within the stipulated time as advised, AIESL may take a remedial action without any further notice, at the Service Provider's sole risk and cost. AIESL shall also levy damages /terminate the Contract without prejudice to any other rights which AIESL may have under the Contract or under any applicable laws.

# 32) FORCE MAJEURE

Neither the Service Provider nor AIESL (collectively "Parties" and individually "Party") shall be in breach of any obligation under the Contract if it is unable to perform that obligation in whole or part by reason of occurrence of Force Majeure Event.

Force Majeure Event means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity, or events such as a war, strike, riots). The affected Party shall give immediate notice in writing of occurrence of a Force Majeure Event as soon as it occurs (in any case not later than 5 days of information about the occurrence of such an event becoming known to such Party) and shall thereafter keep the other Party informed of the continuation or termination of such event as soon as possible (and in any event within three (3) days of the continuation or termination of such event).

Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall use its best reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force Majeure and shall reasonably allocate its available resources, giving priority to its obligations under the Contract.

The Party so affected shall take all reasonable steps to remedy the failure and reasonably allocate its available resources, giving priority to perform its obligations under the Contract and to keep the other Party informed of the steps being taken to mitigate the effects of an event of force majeure.

If the performance in whole or in part or any obligation under the Contract is prevented or delayed by any reason of subsistence of a Force Majeure Event for a period exceeding 90 (Ninety) days, either Party may at its option terminate the Contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the Contract for delay or breach of Contract, the Service Provider would not be liable for imposition of any such damages so long as the delay and/or failure of the Service Provider in fulfilling its obligations under the Contract solely attributable to the occurrence of a Force Majeure Event.

# 33) RESOLUTION OF DISPUTES AND ARBITRATION:

Any dispute or difference, whatsoever, arising out of this service agreement shall be referred to the sole arbitration of the General Manager (Engineering)/ CMM, AIESL, Trivandrum or the person appointed by him whose decision shall be final and binding on the parties.

# 34) NOTICES



Any notice by one Party to the other pursuant to the Contract, shall be sent in writing to the address specified for that purpose in the Contract.

# 35) **INTERPRETATION:**

In the event of any difference in the interpretation of any of the clauses of the Contract, the clarification given by AIESL, Trivandrum shall be final and binding.

# 36) EXPENSES

Each Party shall bear its own costs and expenses (including legal expenses) associated with the preparation, negotiation and execution of this Contract and any other relevant documents.

# 37) **SEVERABILITY**

If any clause, section, or provision of this Contract is found to be invalid, illegal, or unenforceable, by the provisions of the applicable law, such invalidity, illegality, or unenforceability shall not render the remaining clauses, sections, or provisions hereof invalid, illegal, or unenforceable. In such a case, the Parties shall mutually agree and amend this Contract as appropriate, seeking to achieve the minimum extent necessary to make this Contract, legal valid and enforceable.

## 38) PENALITY

- a) In case, AIESL finds the services of one or more personnel unsatisfactory, or the personnel so deployed indulging in any activity other than fulfilling their obligations under the Contract of the Service Provider, the same shall be communicated in writing to the Service Provider by AIESL. The Service Provider shall replace such personnel without any delay, but not later than seven (7) days, failing which, such personnel shall not be allowed to enter AIESL Premises & it shall be treated as absenteeism. This shall invite the penalty of Rs.500 per person per day.
- b) In case of failure on the part of the Service Provider to comply with the conditions mentioned in scope of the work, AIESL reserves the right to levy penalties as per the policies If cleanliness is not observed up to the satisfaction of the User Department, a penalty will be imposed on the Service Provider depending on the objective criteria and an amount of Rs 1000 per Day, (No of Default days) will be charged as the penalty.
- c) In case of any staff / employees of the service provider is found under the influence of alcohol / in toxicants penalty shall be levied without prejudice to the above penalty clauses, AIESL reserves the right to take all the remedial actions provided under the law in case of non- fulfillment of contractual obligations by the Service Provider.
- d) Hygienic, prompt, punctual, efficient, safe and courteous services are the essence of this contract, lapses due to service provider will be viewed seriously and penalties will be imposed on the service provider. If the adequate manpower as demanded by the work, is not provided for the service, prorate deduction will be levied apart from the penalty as above.
- e) Category of penalty and exponential increase in penalty for repeated default will be decided by General Manager (Engineering), AIESL, Thiruvananthapuram or the Officer so authorized by him and decision taken accordingly will be final and binding.

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# 39) SPECIFIC TERMS AND CONDITIONS:

- 1. The Service provider shall also conform the standard of services as per the scope of work, up to the satisfaction of the Concerned Department and other authorities.
- 2. During the Term of the contract, request for increase in contractual amount will not be entertained for any reason.
- 3. The Service provider shall be solely responsible to comply with all govt. statutory norms, Acts, Laws, Rules and Regulations, as may be applicable from time to time in respect of providing the Housekeeping and Gardening services shall pay all taxes, debts and or levies as may be levied by the appropriate Government/Local Bodies and other authorities in this regard. The Service provider shall indemnify AI Engineering Services Limited, against all claims loss, damage and cost thereof, in case of any breach of any of the Acts, Laws, Rules and Regulations, as may be agreed to between the parties.
- 4. AI Engineering Services Limited shall not be liable for debts, liabilities or losses, incurred by the service provider.
- 5. Copy of purchase invoices for materials procured to be submitted or emailed to Assistant Manager Personnel, for quality control.
- 6. The AIESL designated official has the right to check the quality and reject any materials which are substandard. The contractor is allowed use the recommended chemicals/ cleaning agent/ materials/ machinery.
- 7. Al Engineering Services Limited shall be at liberty to carry out regular and/or surprise inspection of the service and other facilities of the service provider at any time during the currency of the contract either by the Competent Authority and/or any Authorized Representative.
- 8. The Service Provider shall keep and maintain a complaint book easily accessible to the staff members of AIESL and its Subsidiaries, for recording their complaints and shall be kept open for inspection by the Competent Authority or the designated officials.
- 9. The Service provider shall not display any advertisement or sign boards.
- 10. Service Provider must have held License issued by Regional Labour Commissioner (C) concerned, if he is/was carrying out similar work in any other establishment on contract basis and was deploying 20 or more than 20 workmen. On award of this Contract, he should obtain and produce Labour License issued by Regional Labour Commissioner (C) concerned within 15 days or before commencement of work whichever is earlier.
- 11. The Service Provider will deploy Personnel with adequate experience required to run the housekeeping and gardening services as per the Scope of Works.
- 12. The Service Provider should provide Supervisors during DAY SHIFT to ensure proper



performance of the job and to coordinate with designated officials of AI Engineering Services Limited and furnish statements related to deployment of Personnel to the representative of AI Engineering Services Limited as and when called for. The Supervisor so provided shall have mobile number to communicate with AIESL officials.

- 13. The Service Provider will be solely responsible for complying with various labour laws as applicable from time to time in respect of persons so engaged by them and for any breach or violation of any or all of the provisions of the labour laws as applicable from time to time.
- 14. Service Provider are required to declare if they have any on-going legal disputes with any government agencies such as Income Tax, EOW etc. Suppression / Misrepresentation of such facts whenever it comes to light would invite disqualification and AIESL reserves the right to take appropriate action as deemed fit including discontinuing business dealings with the party.
- 15. Health Certificate of Service provider workers- Shall not employ any workers with contagious diseases or any illness that can affect others. Health certificate of the workers should be produced from a Doctor/Agency specified by AIESL every 6 months and at the time of newly joining. The workers should be vaccinated as per Government Covid-19 Regulations.
- 16. The Service Provider should engage suitable/trained personnel. AIESL is not entering into manpower contract, and therefore, Number of persons are not restricted in the housekeeping and gardening contract; However, the quality of work should not suffer for want of manpower.
- 17. The Service Provider will be provided with water, electricity and room for keeping the equipment and consumable, on free of cost during the contract period.
- 18. The Service Provider shall be solely responsible to ensure that adequate number of personnel is deployed for the above housekeeping and gardening services. Any housekeeping work not amounting to specialized plumbing and/or repair work in the ladies toilets shall be done by deputing lady personnel only.
- 19. The Service Provider shall be solely responsible to obtain the necessary materials required to undertake the housekeeping jobs mentioned above. No additional costs for the procurement of materials will be paid by AIESL.
- 20. The materials shall be from Standard Manufacturers and confirming to ISI/BIS/ISO standards as applicable.
- 21. AIESL reserves the right to add/supplement any further conditions deemed necessary during the currency of the Contract to ensure safety and security of the premises.
- 22. Any item or article belonging to or appearing to belong to AIESL or its employees, or its customers, that is found by the Service Provider or his employees during working shall be forthwith handed over to the Designated Official of AIESL / respective user department and acknowledgment for receipt of such articles should be obtained from them.

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- 23. The Supervisor deployed by the Service Provider shall inform the Designated Official of AIESL before leaving the work place after completion of work and shall not leave without prior permission.
- 24. Arrangement for conveyance, food & other such amenities required for the personnel deployed by the Service Provider shall be the sole responsibility of the Service Provider.

# 40) PRICE PREFERENCE

MSE / MII units registered with NSIC and having Udyam Certificate under its Single Point registration scheme or with Directorate General of Supply and Disposal (DGS&D) are entitled to price preference up to 15% over the offer of Large scale sector and 5% over the offer of Public sector undertaking, provided the offer under consideration are otherwise clear for acceptance in all respects.

The MSE for the tendered item and quoting price within a price band of L1+15% may be awarded provided the MSE agrees to bring down their price to L1 in a situation where L1 price is from a party other than an MSE.

MSE not registered for the particular trade for which the tender is relevant, would not be eligible for exemption or preference. The registration certificate issued under Udyam registration 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. MSEs who have applied for the registration or the renewal of registration under Udyam but have not obtained a valid certificate as on close date of tender, are not eligible for exemption or preference.

# Purchase preference to MII

To encourage Make in India and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, department of promotion of industry and internal trade (DPIIT), ministry of Commerce and Industry, Govt of India, issued Public procurement (Preference to make in India) Order 2017. The order is issued pursuant to rule 153 (iii) of GFR 2017.

# 41) AMENDMENT

No amendment, modification, variation, or waiver of any provision of this Contract shall be binding or effective unless the same has been made in writing and signed by a duly authorized representative of each of the Parties hereto.

# 42) GOVERNING LAW



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

# 43) OTHER TERMS & CONDITIONS:

- i. It is further clarified that any Bidder signing the Bid and other documents in connection with the Tender must certify whether he signs as:
- a) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
- b) A partner of the firm if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender should be signed by all the Partners. Constituted attorney of the firm if it is a Company.
- c) Authorized signatory of the firm
- ii. Issue / submission of Bid form does not necessarily mean that the Bidder is an eligible Bidder.
- iii. Bidder is advised to quote strictly as per terms and conditions of the Tender and not to stipulate any deviation / exceptions.
- iv. Our Tender closes on the Due Date/ Time specified in Tender. Bidders must submit their Bids well in time before the scheduled close date and time of the Tender to avoid any last-minute glitches such as postal or courier problems or for any other reasons.
- v. AIESL will not entertain last moment request for extension of Due Date/ Time and reserves the right to accept or reject such request for extension at its sole discretion.
- vi. The Due Date/Time of Tender may be extended at any time prior to the date of closing of Tender. The closing date of submission of Bids may be extended at any time including after the scheduled date of closing, at the sole discretion of AIESL.
- vii. AIESL reserves the right to close the Tender / reject any /all Bids at any stage of Tender at its sole discretion, without any additional cost to AIESL.
- viii. AIESL reserves the right not to consider the Bid of any Bidder, blacklist the Bidder for a period up to 3 years, if it is determined / noticed at any stage during the Tender process or after Contract Period that the Bidder has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive practice to Bid / obtain the Contract. This will also have an impact on other Contracts / POs, the Bidder may have with AIESL where to AIESL reserves the right to take appropriate actions as deemed fit, in AIESL sole discretion.
- ix. AIESL reserves the right to reject/not consider at its sole prerogative the Bids of such Bidders who have been involved in any litigation with AIESL in the last 5 years / ongoing litigation or arbitration with AIESL or have been blacklisted/ debarred by any PSU, Govt. bodies.
- x. Bidders are required to declare if they have any ongoing legal disputes with any government agencies such as Income Tax, EOW etc. In the event of any Suppression/ Misrepresentation of such facts AIESL reserves the right, at its sole discretion, to take appropriate action as deemed fit including but not limited to disqualification of the Bidder and termination of the Contract
- xi. Any clarifications sought by AIESL with respect to the Bids submitted by the Bidders will be considered as a part of the Bid and AIESL reserves the right to seek clarifications at any stage of the Tendering process.
- xii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

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- xiii. All relevant documents required related to the Services to be provided under this Tender are to be submitted by the Bidders at their owncost.
- xiv. Bids should be unconditional. Conditional Bids would not be accepted and are liable to be rejected.
- xv. The terms of the Tender and the Contract are CONFIDENTIAL, and anything contained in the tender shall not be disclosed by the Bidders to any third party in any manner, whatsoever.
- xvi. Bidder shall give the official mailing address, email, and phone numbers to which all correspondences shall be sent by AIESL. Also, in the event the address of the Bidder is changed, the same shall be intimated to AIESL immediately by the Bidder.
- xvii. AIESL reserves the right to annul the Tender process and reject any or all the Bids at any time prior to the award of Contract without incurring any liability to the Bidder(s) or without any obligation to inform the Bidder(s) of the grounds of such annulment/rejection. AIESL further reserves the right to add/delete/modify any one or more of the terms and conditions contained in the Tender or any of the agreements proposed to be entered into by AIESL with the Successful Bidder.
- xviii. The Near Relatives of employees of AIESL office who is likely to benefit the Bidder during the award/implementation of Contract are prohibited from participation in this Tender. Near relatives are defined as:
- a. Members of Hindu undivided family.
- b. Their husband or wife
- c. Relatives in the manner as father, mother, son(s), son's wife, daughter(s), Daughter's husband, brother's wife, sister, and sister's husband.
- xix. The Bidder should quote the figures as well as in words the rates and amount in figures only as per the Price Bid format given in Section –D The language for filling Tender Documents shall be in English.
- xx. 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 Bidder, shall be taken correct as per the following:
- a. When the amount of any item is not worked out by the Bidder or it does not correspond to the rate written either in figure or in word, then the rate quoted by the Bidder in words shall be taken as correct.
- b. When the rate quoted by the Bidder in figures and in words tallies but the amount is not worked out correctly, rate quoted by the Bidder shall be taken as correct and not the amount.
- xxi. 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 and all amounts in figures as well as in words.

# 44) PARTICIPATION OF THE BIDDERS DURING OPENING OF BIDS

The Technical Bids shall be opened on GeM at the below mentioned address:

# AI ENGINEERING SERVICES LTD Material Management Department Opposite KSEB, Chackai, Trivandrum Kerala - 695007

# 45) AMENDMENTS / CLARIFICATIONS

Amendments, corrigendum, clarifications if any, and any extensions of the due date of opening of the Bids, as per the requirements of AIESL, will be intimated by hosting the notice on AIESL's website only.



# 46) NOTE:

- p) The Bidder may modify or withdraw their Bid after the Bid submission but prior to the date/time of opening of Bids subject to SOP for such activities in Gem, Last modified Bid by the Bidder shall be treated as the final Bid.
- q) No Bid shall be modified/withdrawn after the date/time of opening of Bids. Withdrawal of a Bid after the date/time of opening of Bids shall result in application of Bid Security Declaration For duly submitted by the bidder(s) in place of EMD.
- r) Bids of the Bidders who have sent such withdrawal notice in writing shall be returned on the day of opening of the Bids in a Sealed condition with note of acknowledgement to that effect from such
- s) Bidders.
- t) All the pages of the Bid must be mandatorily signed and stamped by the authorized signatory and enclosed along with the supporting documents as required in the Technical Bid.
- u) All documents in support of the Bid must be submitted in accordance with the checklist as per Check sheet attached in Section C of the Tender.
- v) The Bidders can download the Tender free of cost from Gem portal

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# **SECTION B:**

# **SCOPE OF WORK**

# **GENERAL DESCRIPTION OF WORK:**

SI Io	Location / Nature of Work	Frequency
_	Office / Conference Room / Work Shop / Stock Rooms at all buildings and its surroundings.	
	Sweeping of entire Office premises including passages, staircase and Pantry.	Daily Once – Morning before start of office
	Mopping of entire Office premises including passages, staircase and Pantry Floor with blended and balanced liquid detergent of good and standard quality / brand.	Daily Once - Morning before start of office
	Dusting chairs, tables, furniture, telephones, Venetian blinds, Computers etc.	Table & furniture — Daily  All electronic equipment - Twice in a week
	Room fresheners in all office area to be used daily in the morning. Room fresheners should be ISI mark or standard make.	Daily Once - Morning
	Vacuuming of Carpets, A/C grills, electrical fittings like Fans, Tube Lights, telephones, Venetian blinds or cleaning with disinfectant liquid.	Weekly Twice
	Cleaning and Wiping of Glass partitions / windows/glass doors with glass cleaner.	Weekly Twice
	Cleaning/Removal of wall stains in Ceiling and Common areas.	Twice - Weekly
	Removal of cobwebs on walls/Roof - inside and outside - cleaning of Glass Windows in Room and common area.	Twice - Weekly
	Removal of Waste thrash from dust bins and depositing at designated places duly filled in Polythene bags.	Twice Daily - Morning and Evening
	Washing and Wet mopping of toilet floors in all buildings with disinfectant.	Twice Daily
	Cleaning of toilets in all buildings - urinals, washbasin and water closets by applying disinfectant like Harpic etc.	Twice Daily
	Cleaning of sanitary fittings, glazed tiles, mirrors.	Weekly Twice
	Keeping naphthalene balls in urinals & wash basins.	As and when depleted
	Filling of liquid soap in dispensers in all toilets / wash basins.	As and when depleted
	Spraying of scented purifiers in toilets / wash rooms.	Twice Daily



	Cleaning of water coolers and water purifiers.	Weekly Twice
	Sweeping & Cleaning of terrace of all buildings.	Twice in a Month and During Monsoon season once in a week
	Cleaning of canteen floor.	Twice daily
	Washing/Cleaning of Canteen Kitchen including oil spills.	Twice a Week
	Spray of cockroach killer's standard make.	As required
2	Hangar Area	
	Cleaning & mopping of hangar floor.	Four time a Day with Machine & Manually where applicable.
	Deep Mopping of hangar floor, Cow web clearing of roof structures/Ducts / bird nets, cleaning of furniture/racks/windows & Door etc.	
	Cleaning of oil spills with saw dust.	As required
3	Apron / Tarmac Area	
	Cleaning of Tarmac area includes the gate railings.	Weekly Twice and as and when required.
	Cleaning of oil spills with saw dust.	As required
	Removal of debris, stones, nails, FOD etc.	As required
4	Power plant/sub station	
	Sweeping/Cleaning (To be carried out in the presence of our Technical Personnel only).	Daily - once
	Cleaning of Oil Spills with sawdust.	As required
5	Car/Scooter Sheds for Parking	Daily morning before parking.
	Sweeping/Cleaning of all the sheds in the premises including the partitions and roofs etc.	Daily once
	Removal of debris, stones, nails etc.	As required
ŝ	Office Surroundings	
	Cleaning outside surrounding areas i.e., in and around office, pathways, roads, drain lines etc.	Daily Once - Morning
	Cleaning of Gates at Premises: The main gates at two points are to be cleaned including the motorized gate at Airside entry.	Twice a Week



7	Removal/Upliftment of Garbage from premises	
	Removal and disposal of garbage from AIESL premises, Chakai, Thiruvananthapuram and dispose of through Govt. approved agency for all kind of waste. as per laid down norms of Govt. of Kerala.	Daily Once
8	Other Jobs	
	Cleaning & blockage removal of Sewer / Drainage Line / Storm water line. Water clogging/ pit filling to be removed.	As per requirement and Pre monsoon & Post Monsoon schedule)
	Cleaning of sumps and overhead water tanks (situated over buildings) with bleaching powder	Monthly Once
Scrapyard -cleaning	As Required	
	Lifting, carrying and disposing the dead birds, animals, rats, insects if found in and around the office building & Pest control program and equipment. Removal of Bird Nest / Beehive from Office building and premises.	As Required
	Cleaning of the top portion of CMRS room	As Required
	Shifting of the scrap items from each section to scrap yard in concurrence with the section head and MMD.	As required
	Gardening/ Watering at MRO Premises	Daily
	Wild vegetation growth including grass within the premises is to be removed using appropriated machinery.	Weekly Once/as per the requirements to ensure No Grass or Vegetation obstruct the view or been point out.

- **Note:** 1. In order to keep the EPU Floor the recommended cleaning chemicals/ Machinery to be used. (Non Caustic, Ph neutral, solvent free, Non-flammable, Does not contain Nonilphenolethoxylates, or other extragenic compound, Non corrosive to metal, compliance with all environmental regulation and EU detergent regulation)
  - 2. Adequate manpower should be employed along with the supervisor to ensure the standard of cleaning demanded by AIESL. In order to utilise the manpower/ Machinery effectively, cleaning of areas whose frequency is 'Daily', can be staggered. Half of the areas can be cleaned in the first half of the day. After cleaning those areas, the manpower may be deployed in the remaining areas in the second half of the day.
  - 3. All required chemicals, machinery, equipment, tools, ladder, Cleaning cloth & Products, Floor Cleaners, Toilet Cleaners, Air Freshener, waste disposal bags etc for cleaning activity will be within the scope of the selected vendor/ Agency.
  - 4.Disposal of the waste material including food waste, away from the AIESL premises through proper and Govt. approved disposal procedure to be done by the selected vender/Agency on regular basis.
  - 5. The wild vegetation clearance in building structure, wall and all area within the premises and the outside premises in the width of 1 meter from the perimeter wall.
  - 6. Watering, planting and maintenance of the garden in the allocated garden area.

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- 7. Any other cleaning requirements of the company arise at time. (Any other task of cleaning needed by the AIESL Office from time-to-time)
- 8 All activity of the cleaning to be the supervised by the supervising staff of agency and ensure all area are cleaned and maintained to the required standard of the AIESL MRO TRV.

	BUILD (	UP AREA OF AI ENGI	NEERING SERVICE	S LTD TRV	
SR. NO		LOCATION		AREA	
	AREA OF HANGAR 1 & 2		5646.00 sqm (60773.04 sqft)		
1	Hamana Ama		Ground Floor	513.88 sqm (5529.35 sqft)	
1	Hangar Area	Area of Building Inside Hangar	First Floor	96.07 sqm (1034.09 sqft	
			Portico	34.08 sqm (366.83 sqft)	
	Ground Floor		1693.80 Sqm (18231.91 sqft)		
		Portico		30.39 sqm (327.115 sqft)	
	Centre Annex Building	First Floor		1693.80 sqm (18231.911 sqft)	
2			AHU Room	215.36 sqm (2318.116 sqft)	
		Second Floor	Front Head Room	89.93 sqm (967.998 sqft)	
				48.65 sqm (523.66 sqft)	
3	COD Block			1242.12 sqm (13370.07 sqft)	
4	Energy Block			877.28 sqm (9442.96 sqft)	
5	Oil and Dope Store & Security			47.97 sqm (516.16 sqft)	
6	Scrap Yard			362.44 sqm (3901.27sqft)	
7	Connecting Corridor-1,2 & Toilets			71.64 sqm (770.846 sqft)	
8	Connecting Corridor 3			20.76 sqm (223.46 sqft)	
9	Parking Space		837.61 sqm (9012.6836 sqft)		



10	Ramp Area	11532 sqm (124129 sqft)
11	Gardening Area	1098 sqm (11818 sqft)
12	Vegetation clearing area (abundant area inside the premises and area in the front wall out side the premises)	11842 sqm (127466.23 sqft)

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# **SECTION-C**

# **TECHNICAL BID FORMAT**

1. Technical Bid Format to be submitted with Check list provided below in the tender document.

SI.	Qualifying Criteria		No
1.	Whether registered with the Registrar of Companies/Registrar of Firms in India. If so, mention number and date and enclose Registration Certificate copy		
2.	Turnover:  Have an average annual turnover of at least Rs.40 Lakhs of the estimated cost during the last 3 year i.e 2021-22, 2022-23, 2023-24 financial years.  Turnover for 2021-22:  Turnover for 2022-23:  Turnover for 2023-24:  Average Turnover of above said FY:  Copy of Certificate from CA and P&L to be Submitted.		
3.	Experience: As on date of submission of the tender, the bidder must have previous experience in said work. The tenderer will be qualified if they have complete similar nature of works during last Three years with any of the following conditions  • One single work of similar nature of at least 80% of estimated value of contract or  • two works of similar nature each of at least 50% of estimated value or  • three works of similar nature each of at least 40% estimated value of contract.  Details Copy of document to be submitted (completion certificate with final value)		
4.	Not Blacklisted / Debarred As on date of submission of the tender, is your company blacklisted / debarred from participating in new tenders by any Govt. /Govt. Agency / AIESL or their sister / subsidiary companies.		
5.	# Enclosed EMD Details Transaction No: Bank:		
6.	# If EMD is NOT enclosed, have you attached Supporting documents for Exemption?		
7.	Have valid Labour License (under Contract Labour Regulation & Abolition Act 1970) as on the date of submission of Bids		
8	PAN NO: ISSUE DT: VALID TILL:		
9	GIR NO: ISSUE DT: VALID TILL:		
10.	GST Registration No. with details:		
11.	Agreeing for the payment Term of 60 Days		

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12	Exemption for MSE shall be applicable on submission of MSE certificate (mandatory)	
13	IT Returns for 3 AY <b>2021-22, 2022-23, 2023-24 and if available AY 2024-25</b>	
14	Site Visit conducted	
15	Indemnity Bond	
16	Capability and Agreement to comply with Section B (scope of Work) of this document	
17	PF Registration	
18	ESI Registration	
19	Having registered office in Kerala or obtain same within one month of award of contract	

# <u>Undertaking: (To be agreed & signed by the Tenderer):</u>

It is confirmed that in case Contract / LOI is awarded by 'AIESL' to the successful tenderer, payment of all statutory obligations especially — Minimum Wages/ESI/PF/GST etc shall be the responsibility of the Service Provider. In case, WCT (Works Contract Tax) becomes applicable on these services any time during the contract period, the Service Provider shall obtain WCT registration if not obtained earlier and submit a copy to 'AIESL' within 90 days of receipt of intimation from 'AIESL'. (Applicable, in case the Tenderer is not having WCT registration at the time of application of the tender).

It is confirmed that the Contract for "Providing Skilled and unskilled staff at AIESL, MRO complex, Trivandrum" will be commenced within 15 days from the date of receipt of LOI (Letter of Intent)/Contract.

It is confirmed that 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 Act/Work Contract Act/Provident Fund Act/Income Tax Act/Shop & Establishment Act/ESI Act etc.) shall be produced for verification/checking by AI ESL or to a third party authorized by 'AIESL' / agencies of Govt. of India.

It is confirmed that the requisite works as per enclosed Scope of Work would be commenced and executed to the satisfaction of 'AIESL'.

It is confirmed that Financial Bids submitted are valid for a period of 90 days from the date of opening of the Technical Bids. AI ESL may extend this period if required.

It is confirmed to have carefully gone through, have understood and hereby agree to abide by all the Specific/General Terms & Conditions, Work scope and Specifications governing the tender.

It is confirmed that the information given in the tender is true and correct to the best of my knowledge and belief and nothing material is concealed and authorized to sign the tender document.

Date:			
Place:			
Signature			
Name		<del></del>	
Designation			
Co. Name & Sea	al		



	AIESL AI ENGINEERING SERVICES LIMITED
I/We have read and examined the Notice Inviting Tender, Annexure, Specifications Applicable, G Rules and Instructions, General Conditions of Contract, and all other documents referred to conditions of contract and all other contents in the tender document for the work and accept the and conditions of the tender in full conformity.	in the
Date:	
Place:	
SEAL & SIGNATURE OF THE VENDOR/CONTRACTOR	
SEAL & SIGNATURE OF THE VERDORY CONTRACTOR	
NOTE: Filled up Excel File of the table of Section C above to be provided with Technical Bid.	



# **SECTION D - PRICE BID FORMAT**

Particulars

SN

Grand Total including taxes will be considered as L1 value. Rate and amounts to be quoted in figures & words.

All inclusive rate per month (excluding GST / TAXES)

Name of work: Tender for award of work contract for Housekeeping, Upkeep & Maintenance of AIESL surroundings & Premises, Chackai, Thiruvananthapuram, Kerala.

1	Carrying out the housekeeping work as per the scope of work/ requirement shown in Section B by deploying appropriate local manpower and equipment including consumables at TRV-MRO, Trivandrum.	/		
	O TOTAL Amount (including GST) in W			
	rand Total should be the Total value nanges in GST rates will be considere			
Date: Name Design	ation Place:		Signature	



# **CERTIFICATION**

# Certified that:

- a) There are no hidden costs to AIESL Over and above that indicated above.
- b) Any changes (increase/decrease) in statutory taxes/levies, arising during the term of the contract, shall apply to this contract also.
- c) We have read, understood and accept all the terms and conditions of the Tender.
- d) Prices quoted above by us for material and services as quoted are compiled by us in our Price Bid.

**AUTHORISED SIGNATORY** 

**COMPANY SEAL** 

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# **UNDERTAKING FROM BIDDERS**

I / We
an Employee of AIESL or its subsidiaries and is likely to benefit us during the Award / implementation of the contract /PO.
I / We also indemnify that any subsequent detection of direct or indirect beneficiary of any application / award of any contract to any employee of the organization may result in disqualification / termination as the case may be. AIESL or its subsidiary will have the sole discretion to do so and such cases cannot be referred for arbitration.
SIGNATURE:
SEAL OF THE COMPANY:



# **INDEMNITY BOND**

THIS INDEMNITY BOND is executed on the	th Day of	2024,
Ву		
		having, it Registered Office
at		here in after referred to as
Service Provider (which expression shall unless it be	repugnant to the context	t to the meaning there of shall be
deemed to mean and include it successor and assigns	).	
Whereas	(name of t	he Service Provider) shall enter into
an agreement with M/s. AI Engineering Services	Limited, a Company I	hereinafter referred to as "AIESL"
incorporated in New Delhi under Companies Act,	1956 having, its Regd.	Office at II nd Floor, CRA Building,
Safdarjung Airport, New Delhi- 110003 (which expressing there of shall be deemed to mean and include		

And whereas the Service Provider by means of an agreement shall execute the **Tender for award of work** contract for Housekeeping, Upkeep & Maintenance of AIESL surroundings & Premises, Chackai, Thiruvananthapuram, Kerala.

- 1. Under this contract, the Service Provider agrees to undertake to keep AIESL indemnified against any claims /cost / damages and penalties in respect of breach of any Labor Laws both Central and State.
- 2. the Service Provider agrees to be responsible for ensuring the compliance of Labor 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 Act1936, Minimum Wages Act, 1938, Contract Labor (Regulations and Abolition) Act, 1970, 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 Labor 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.
- 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.
- 6. The Service Provider hereby indemnifies AIESL with regard to the service rendered on all the applicable laws, rules, regulations etc., as mandated by the Adani Airport Limited, Trivandrum / AAI (Airports Authority of India) and other applicable State / Central Government agencies during the contract period.
- 7. The Service Provider hereby indemnifies and agrees to keep the AIESL indemnified, during the period of the contract 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 and even thereafter, to make good any losses, payments, penalties incurred by the AIESL.
- 8. The Service Provider shall indemnity AIESL against payment of penalty, their Party claims, damages, loss of property of AIESL, Adani airport limited and/ or other party, due to mishandling, theft, damages due to rash driving, accidents, negligence, violation of any statutory laws and etc., by them and/ or the personnel deployed by the them. In case, any such claim amount is not deposited/ paid to AIESL or to the concerned personnel or agency then the same shall be deducted from their performance guarantee/ invoice payments. This shall also include legal cost involved.



- 9. The Service provider shall indemnify AIESL for any damage caused to AIESL employees, its property or loss to any third party resulting from failure of equipment within the warranty period. This shall cover all the compensation payable including legal charges due to any personnel injuries or fatalities.
- 10. The Service provider shall indemnify AI Engineering Services Limited and its subsidiaries, assigns, 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 Vigilance Case/s filed/to be filed by ESI authorities/PF Authorities and/or any other statutory body under various labour laws.

The Service Provider hereby indemnifies and agrees to keep the AIESL indemnified, against any clause elsewhere as referred to in this tender document no AIESL/TRV-MRO/MMD/24-162 DATED 26.11.2024

"Tender for award of work contract for Housekeeping, Upkeep & Maintenance of AIESL surroundings & Premises, Chackai, Thiruvananthapuram, Kerala." which specifies so.

Signed, Sealed & Delivered
Within the named
Through their Director / Proprietor / Representative.
Witness:
1.
2.

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# ACCEPTANCE LETTER TO OUR TERMS AND CONDITIONS ON BIDDER'S LETTER HEAD

To,

The General manager
Al Engineering Services Ltd
MRO – TRV
Chackai,

Trivandrum Sir,

It is certified that we have studied, understood and abide by the terms and conditions of this tender document no. AIESL/TRV-MRO/MMD/24-162 DT 26.11.2024 "Tender for award of work contract for Housekeeping, Upkeep & Maintenance of AIESL surroundings & Premises, Chackai, Thiruvananthapuram, Kerala." The Security Deposit will be refunded after any adjustments at the end of contract period. We agree to abide by the same unconditionally.

**AUTHORISED SIGNATORY** 

NAME: DESIGNATION: COMPANY SEAL

E-mail:

Tel. No.: Mobile:



# **CHARTERED ACCOUNTANT'S CERTIFICATION**

I, C.A (Name)	Membership Number	have verified the above details as per the	9
for this tender document n	o. AIESL/TRV-MRO/MMD/24-162 , Upkeep & Maintenance of	reby certify that the above statement is correct  2 DT 26.11.2024 "Tender for award of work  AIESL surroundings & Premises, Chackai,	
Signature of CA		& Seal	

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# **CHECK LIST: Please check if** Following Documents have been attached with Technical Bid



SI No	Description	Documents Required	Documents Attached (Tick)
1	Company Profile	Yes	
2	GST Registration Certificate	Yes	
3	Balance Sheet for the last financial year	Yes	
4	Income Tax PAN	Yes	
5	DD/Bankers Cheque of RS. 88000/- towards EMD	Yes	
6	Acceptance letter to our terms and conditions	Yes	
7	The Bidder should be ISO 9001 certified. Valid Certificate for this year to be enclosed.	Yes	
8	The Bidder should have previous Experience of similar nature works. Proof in this respect should be enclosed	Yes	
9	Purchase order of customers where similar projects has been implemented during the previous year.  Need to be enclosed along with full address, telephone numbers and fax nos. of customers	Yes	
10	All columns in Annexures should be filled in the tender document, all pages are to be Signed by the bidder and attached	Yes	
11	MSE certificate submitted to claim MSE ( mandatory)	Yes	

Authorized Signatory:	
Name of Signatory	
Designation of Signatory	
Seal of Company	
Place:	
Date:	

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# Performance Bank Guarantee / Security Deposit Form

To
The General manager
Al Engineering Services Ltd
MRO – TRV
Chackai, Trivandrum

Name & address of the Bank Branch

Reference this tender document no. AI/TRV-MRO/MMD/24-162 DT 26.11.2024 "Tender for award of work contract for Housekeeping, Upkeep & Maintenance of AIESL surroundings & Premises, Chackai, Thiruvananthapuram, Kerala.".
WHEREAS (Name and address of the bidder) (Hereinafter called "the service provider") has undertaken, in pursuance of contract no
ly (description of services) (herein after called "the contract").  AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.
AND WHEREAS we have agreed to give the service provider such a bank guarantee.
NOW THEREFORE, we
We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.
This guarantee shall be valid until the day of
(Signature of the authorized officer of the Bank)
Name and designation of the officer



# **SECURITY DEPOSIT DECLARATION FORM**

(To be printed on bidder's company letter head. Signed & duly stamped scanned copy to be submitted along with Technical Bid)

<u>Bid)</u>
То
The General manager
Al Engineering Services Ltd MRO – TRV
Chackai, Trivandrum
I/We, the undersigned declare that:
After qualifying for award of Contract for Tender No. AI/TRV-MRO/MMD/24-162 Dt 26.11.2024 for "Tender for award of work contract for Housekeeping, Upkeep & Maintenance of AIESL surroundings & Premises, Chackai, Thiruvananthapuram, Kerala." at AIESL. We will deposit 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 under LIEN with AIESL from any Commercial bank, in favor of AI Engineering services Limited (AIESL), payable at Trivandrum.
Authorized Signatory
Name of Signatory
Designation of Signatory
Seal of Company
Place:
Date:



# FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(to be submitted on Bidder's Company Letter Head duly signed and stamped)

То
The General manager  Al Engineering Services Ltd  MRO – TRV  Chackai, Trivandrum
I / We, the authorized signatory of M/s, participating in the subject tender No for the item / job of, do hereby declare the following:
1. That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
2. That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of AI Engineering Services Limited for minimum period of One year or up to 3 years from the date of committing such breach.
Authorized Signatory
Signature of Signatory
Name of Signatory
Seal of company
Place:
Date: