

NAME & ADDRESS OF THE AGENCY/CONTRACTOR:

M/s.....
Add:
.....
State:
Country:
Phone :
Email :

Issued by:

Executive Director
AI Engineering Services Ltd.
New Delhi-110037



**Tender For Horticulture Services for Avionics-Cum-JEOC Complex - Entire Campus Area,
Terminal 2, IGI Airport, New Delhi 110037**

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 instructions 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.

Tender Description

**Tender For Horticulture Services for Avionics-Cum-Jeoc Complex - Entire Campus Area,
Terminal 2, IGI Airport, New Delhi 110037**

The period of the contract would be **01 year**.

The Tender document can be down loaded from AIESL web site www.aiesl.in free of cost.

Tender should be submitted in GeM portal only.

Last date and Time for submission of Tender: Refer GEM Portal

Date and Time for opening of Techno-Commercial bids: Refer GEM Portal

Thanking you,

yours faithfully,

For AI ENGINEERING
SERVICES LTD

General Manager (Engineering)

New Delhi, INDIA



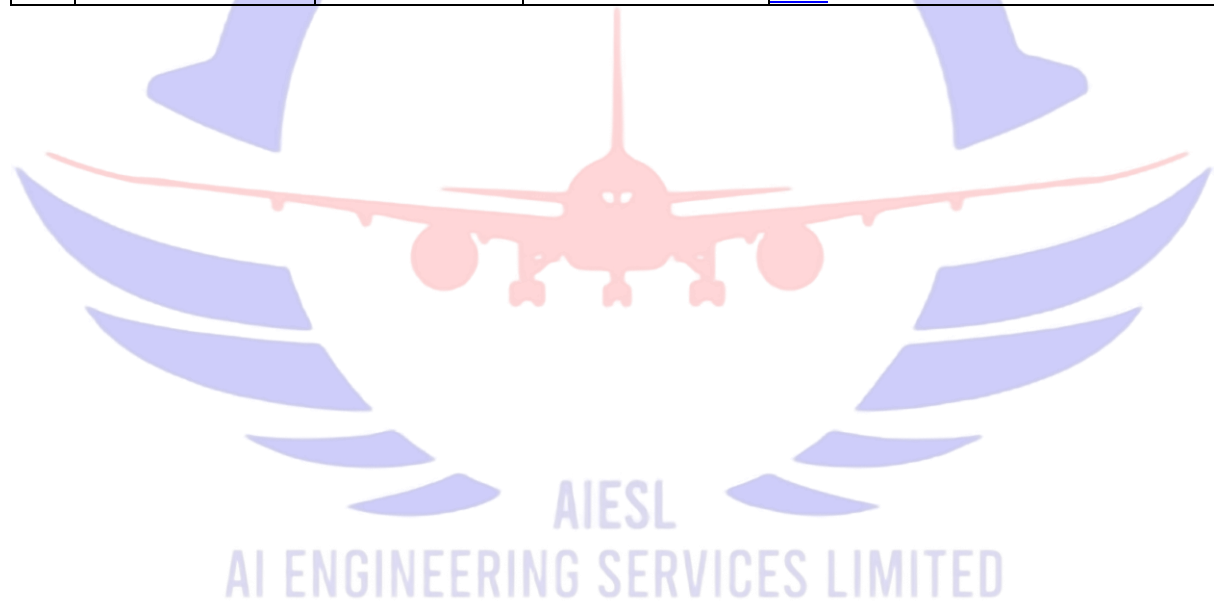
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1. Notice Inviting Tender (NIT)

S N	Brief Description of Goods/services	Estimated tender value	Earnest Money (INR)	Remarks
1	Horticulture Services for Avionics-Cum- JEOC Complex - Entire Campus Area, Terminal 2, IGI Airport, New Delhi 110037	Rs. 11,00,000/- (GST Exclusive)	₹ 22,000/- (Rupees Twenty-Two Thousand only)	EMD can be paid via RTGS/NEFT/IMPS to the following bank account details: Banker Name: State Bank of India Account no.: 33029526378 IFSC Code: SBIN0000691 Transection ID no.: Payment can also be released using link https://forms.eduqfix.com/aiengineering/add?formType=8489935188309188 .



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Tender Particulars

S/N	Criteria	Description
T1.1	Type of tender:	Single Stage Bid(s) System. Techno- Commercial Bids shall be opened on the same day, i.e., on the last date of tender submission. Tender bidding process shall be executed through GeM Portal.
T1.2	Selection Criteria	Least cost selection L1 (Refer to TEC)
T1.3	Date of issue of tender	Refer GEM Portal
T1.4	Contract Number:	Phone no: 011-25653263 (Direct) /011-25667826
T1.5	Closing date and time for submission of Bids	Refer GEM Portal
T1.6	Prebid Meeting	Refer GEM Portal
T1.7	Place of submission of Bid(s)	GeM Portal
T1.8	Opening of Technical Bid(s) (Part- I)	Refer GEM Portal
T1.9	Opening of financial Bid(s)	Intimations will be through GeM
T1.10	Officer to be contacted for clarifications/ help: For general queries related to tender document please contact:	E-mail: dgmppcnr@aiesl.in Tele: 011-25653263
T1.11	Authority in whose favour all tender related Price (Financial) instruments (online payment through ECS, RTGS/NEFT) are to be made.	Beneficiary Name : AI Engineering Services Limited, Delhi Bank Name : STATE BANK OF INDIA Branch : 11 Sansad Marg, New Delhi- 110001 A/c No : 33029526378 IFSC Code : SBIN0000691 Payable at : New Delhi Online Payment Link: https://forms.eduqfix.com/aiengineering/add?formType=8489935188309188
T1.12	All Price (Financial) Instruments to be payable at:	AI Engineering Services Limited, Delhi
T1.13	Authorization for Site Visit	ANNEXURE- 12
T1.14	Period of Contract	The contract period will be 01 years . The validity of the contract comes to an end IPSO FACTO by efflux of time unless or otherwise renewed/terminated.
T1.15	Payment Terms and Invoice Submission	Payment shall be released within 45 days from the date of receipt of the duly certified tax invoice subject. a) The service provider shall submit his monthly Tax

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		invoice mentioning GST Number of the Company and AI Engineering Services Ltd in duplicate, after certification from in-charge, AIESL (Will be informed later on after award of contract) towards the services rendered in the previous month along with the wage sheet, bank transfer details of wages, Attendance sheet, copies of ESI and PF Challans (ECR) of the respective month to the office of GM-Engg, AI Engineering Services Limited, A320 Complex, T-II, IGI Airport, New Delhi for scrutiny & processing of the Bills. Then HR will check for statutory compliances and submit the same invoices along with the satisfactory performance certificate for the same month to the O/o PPMM for further onward submission to Finance Section, A320 Complex, NR, New Delhi for certification and payment processing. b) The duly certified Monthly Bill shall be forwarded to the Chief Financial Officer, AI ENGINEERING SERVICES LTD., for payment action. AI ENGINEERING SERVICES LTD will make the payment every month by an account payee cheque/ electronic transfer such as NEFT/ECS/RTGS within 60 days of the submission of Bills for the undisputed amount. The Service Provider shall, along with his bills for the preceding month, submit the requisite proof of disbursement of wages as per Govt. Rules and proof of deduction and deposit of P.F. and ESIC etc. pertaining to the previous month to the workers engaged by him under the contract/ agreement with the AI ENGINEERING SERVICES LTD for the said job, as well as proof of payment of any other statutory dues to such workers, failing which the bills shall not be processed for payment. No advance payment shall be admissible in any case. Necessary deductions at source towards applicable taxes shall be done as per the rule applicable from time to time.
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2. Disclaimer

2.1	The information contained in this tender document (hereinafter referred to as the “Tender”) or and any information pertaining to the aforesaid subject matter provided subsequently to the applicants/bidders in any form by AIESL – AI Engineering Service Limited (hereinafter referred to as “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.
2.2	The purpose of this tender is to provide all bidders with the information that may be useful to them in the formulation of their proposals/bids (hereinafter referred to as “BID(S)”) in response to this tender. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AIESL do not purport to contain exhaustive /all the information on the aforesaid subject matter that each applicant may require for the purpose of submitting their bids.
2.3	Each bidder should, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this tender and shall obtain independent advice from appropriate sources at no cost to AIESL
2.4	The information provided in this tender 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.
2.5	AIESL also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance by any applicant/bidder upon the statements contained in this tender.
2.6	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, from time to time till the close date of the tender.
2.7	The tender does not imply that AIESL is bound to select a bidder or to appoint the selected bidder and AIESL reserves the right to reject all or any of the bids without assigning any reason whatsoever at any time.
2.8	The bidder shall bear all its costs associated with or relating to the preparation & submission of its 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 in bids. All such costs and expenses shall remain with the bidder and AIESL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation for submission of the bid, regardless of the conduct or outcome of the bid selection process as contained herein.

3. ABBREVIATIONS

S. No	Abbreviations	Full Form
1.	AMC	Annual Maintenance Contract
2.	BG	Bank Guarantee
3.	BIS	Bureau of Indian Standards
4.	CA	Competent Authority
5.	CPPP	Central Public Procurement Portal
6.	CVC	Central Vigilance Commission
7.	DFP	Delegation of Financial Power
8.	ECS	Electronic Clearing System
9.	EMD	Earnest Money deposit
10.	INR	Indian Rupees
11.	CUR	Currency
12.	TB	Technical Bid Form
13.	TEC	Technical Eligibility Criteria
14.	FM	Force Majeure
15.	GeM	Govt e-Marketplace
16.	GTC	General Terms & Conditions
17.	INR	Indian Rupees
18.	Part I	Technical Bid
19.	Part II	Price Bid
20.	NEFT	National Electronic Fund Transfer
21.	NIT	Notice Inviting Tender
22.	NSIC	National Small Industries Corporation
23.	OEM	Original Equipment Manufacturer
24.	PAC	Proprietary Article Certificate
25.	PBG	Performance Bank Guarantee
26.	PO	Purchase Order
27.	PQC	Prequalification Criteria
28.	PR	Purchase Requisition
29.	PVC	Price Variation Clause
30.	QAC	Quality Assurance Certificate
31.	RA	Reverse Auction
32.	RC	Rate Contract
33.	RFQ	Request for Quote
34.	RTGS	Real Time Gross Settlement
35.	SD	Security Deposits
36.	MSME	Micro, Small and Medium Enterprises
37.	ADF	Acceptable deferred Defect
39.	ITB	Instructions to Bidders

4. Introduction

AI Engineering Services Ltd (AIESL) a biggest DGCA (Directorate General of Civil Aviation) approved MRO Set up in India that can serve as a one-stop-shop for all engineering requirements at major Airports with pan India footprint i.e., Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata, Nagpur etc.

4.1 Vision & Mission

- To provide best in class and timely quality services to the customers by maintaining highest standards of regulatory and safety compliance.
- Maintaining all aircraft of the captive workload of the feet of Air India in a continuous state of airworthiness by the system of preventive and corrective maintenance to secure a high level of safety.
- Provide a “One Stop” solution to the customer.
- Faster Turn Around Time.
- To capture maximum Third-Party work from in and around India.
- To get DGCA approval under CAR 147 approval.
- To obtain FAA and EASA approval for all its establishment and facilities.
- Aggressive Marketing policy for more and more third-party work.
- It needs to Department centric so, every Departmental Heads need to be responsible for the deliverables to fulfill the overall vision.
- Continuous monitoring of Quality through quality audit etc.
- Constant endeavor to upgrade the services, delivering highest customer satisfaction in terms of Quality, Service and Cost effective and ensuring long term strategic relationship.
- All-out effort to be the world class MRO without compromising the quality standard.
- Updating and enhancing the capability through training of the personnel and equipment of latest technology.
- Multi skilling of the personnel through cross training to enhance the productivity.
- Optimizing operational cost.

4.2 Future Planning

The company is planning to improve revenue generation by way of providing MRO services pertaining to Existing Capabilities to third parties (through aggressive marketing) and acquiring new Capabilities. AIESL plans to acquire EASA Base Maintenance Capability to capture Aircraft Redelivery Business. It intends to expand on its MRO Services to the Defence sector such as DRDO/IAF/Indian Navy. To acquire EASA certifications for our Landing Gear overhaul Capability and CFM 56-5B Engine overhaul Capability, as also to upgrade ATEC Shop to service various components of A320 NEO Family Aircraft.

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5.General Terms & Conditions (GTC):

5.1	The bid shall be furnished under Single stage (Single Packet) bidding basis i.e., Techno-Commercial bids. AIESL invites interested bidders for Horticulture Services at Avionics-Cum-JEOC Complex - Entire Campus Area, Terminal 2, IGI Airport, New Delhi 110037
5.2	AIESL reserves the right to itself to postpone and/ or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.
5.3	Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions.
5.4	Vague and ambiguous replies and replies such as “Refer covering letter, conditions of Bid etc. shall be avoided. Such replies shall be deemed to be incomplete and may prevent the Bid from being considered by the AIESL.
5.5	The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in electronic form.
5.6	The Bid Specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the bidder, clarification may be sought from the Technical Member before submission of bids. Bidders are advised to accept all the conditions specified in the Bid document, to facilitate early finalization of bids. Separate set of commercial conditions (such as bidders’ standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to summarily rejection.
5.7	The bidder shall submit rate analysis/bifurcation of quoted price if so desired by the AIESL.
5.8	Soft Copy of Bids should be neatly filled / typed, all pages duly numbered, duly Signed and stamped on every page by an authorized Signatory of the bidder. Unsigned Bids will be rejected.
5.9	The rates quoted in the Price Bid should be clearly typed / written in figures and words free from over typing or over writing. The corrections, if any, must be authenticated by the full Signature of the person, who has Signed the bid
5.10	The Price bids should be in Indian Rupees (INR) for Domestic Bidder
5.11	Conditional discounts / credits, if any, shall not be given any consideration in the evaluation.
5.12	AIESL reserves the right to accept or reject, in whole or in part, any of the bids, without assigning any reason whatsoever at any stage
5.13	The Bids should be valid for acceptance by AIESL for a minimum period of 120 days from the date of opening of the technical bid.
5.14	All information related to the price quoted by the bidder should be given only in the Price bid format. The technical Bid should not contain any indication of the price. In case the price quoted is indicated in the technical Bid, the Bid will be rejected, without any reference to the Bidder. No further correspondence will be entertained in this regard.
5.15	Price bids of only those bidders who qualify based on evaluation of their technical bid would be opened and accordingly such bidders would be intimated.
5.16	The bid is to be submitted on GeM portal after careful study and examination of the tender document, and after obtaining a full understanding of the requirements. Bidders are therefore

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	advised to study the tender document carefully before submitting their bids. The submission of a bid will imply that the Bidder has read this tender, its terms & conditions and has fully understood the work scope, specifications, project execution and solution implementation requirements.
5.17	The Agreement for supply of unit would be signed between AIESL, and the bidder selected for award of the contract. The bidders must confirm their willingness to sign such Agreement containing the entire principal terms and conditions of this tender.
5.18	AIESL reserves the right of not awarding any contract to any of the Bidders.
5.19	The bidders should bear all the costs associated with the preparation and submission of their bids, including the costs incurred in presentations, demonstrations etc. for the purposes of evaluation of the bids by AIESL. AIESL will in no case be responsible or liable for such costs regardless of the conduct or outcome of the bidding process. AIESL would however be responsible for the cost on account of travel, accommodation etc. of its Evaluation Team if a decision is taken during the process of evaluation of the bids to make visits to client sites.
5.20	Determination of whether the bid complies with the tender requirements or not will be at the sole discretion of AIESL.
5.21	It will be the responsibility of the bidder to comply and pay all taxes/ levies/ duties in the country of origin as well as in India, as applicable for the entire contract.
5.22	The basic prices quoted in the Price bid must be exclusive of all applicable taxes, levies, and duties till the delivery of the complete solution to AIESL. The taxes, levies, and duties components applicable in India for all the items of Price bid format should be indicated clearly and separately in the Price Bid. In case, no taxes are applicable, it should be indicated as 'NIL' in the Price bid format.
5.23	In case the taxes, levies and duties are not mentioned separately, the bid shall be considered as inclusive of taxes.
5.24	Payment will be made through ECS (Electronic Clearance Service) / Wire transfer.
5.25	Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions.
5.26	Tender bid must be submitted in English languages only. All documents requested in the tender to be enclosed in English language only. Do not enclose any link for downloading of any document requested in the tender document.
5.27	Fall in price clause: The successful bidder should pass on any benefits arising due to lower taxation or change in input/raw material cost by virtue of some exemption by government or for any reasons after the bids have been submitted but prior to completion of the work.
5.28	Force Majeure Event i. 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. ii. 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, but not including seasonal rains) 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).

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	iii. 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. iv. 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. v. 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 repercussions on either side. vi. 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.
5.29	Resolution of Disputes and Arbitration. i. Any dispute arising between the Service Provider and AIESL(Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the Contract or the validity or breach thereof (the “Dispute”), shall first be settled by mutual consultation as per provisions of mediation act, 2023. If the Dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has, the same shall be settled and finally resolved by arbitration. ii. Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one (1) arbitrator each and the two (2) such appointed arbitrators shall in turn appoint the third (3rd) arbitrator as the presiding arbitrator. iii. The arbitration award passed under the arbitration shall be final and binding on the Parties. iv. The proceedings of the Arbitration shall be conducted in English language and place of arbitration shall be Delhi. v. Each Party shall bear their own cost with respect to such arbitration
5.3	Subcontracting i. The essence of the Tender is that there will be no subcontracting or delegation or outsourcing of any of Services to any third party without prior written approval of AIESL. However, if any sub-contracting is proposed by the Successful Bidder, such appointment / engagement of the sub-contractor shall be at the sole discretion of AIESL. Furthermore, the successful Bidder shall be responsible for all acts/omissions of such sub-contractor. ii. In event, the Contract is sub-contracted or assigned in violation of terms specified hereunder or the Contract, AIESL reserves the right to terminate the Contract and/ or take appropriate action against the Successful Bidder/ claim damages/ any other remedies for breach of the Tender/ Contract.
5.31	Recovery of Sums Due i. Whenever under the Contract any sum of money is recoverable from Bidder, AIESL shall be entitled to recover such sum from the bills. If the value of bills is not sufficient to recover the dues recoverable under the contract, the same will be recovered by invoking bank guarantee / security deposit held by AIESL. In the event of the said security deposit /Bank Guarantee being insufficient, the balance of total amount recoverable shall be deducted from any sum due to Bidder under this or any other contract with AIESL. ii. Should this amount be insufficient to cover the said full amount recoverable, Bidder shall

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	pay to AIESL on demand the balance amount within 14 days of the demand along with the interest as per applicable SBI lending rate from the due date specified in the demand notice. iii. If any amount due to AIESL is so set off against the said security deposit, the Service Provider shall have to make good, the said amount immediately but not later than 14 (fourteen) calendar days, to restore the Security Deposit to its original value. Non- restoration of such Security Deposit will be treated as event of default, leading to right of AIESL to take appropriate remedial action, including termination. iv. In addition to the above, AIESL reserves the right to deduct from the Successful Bidder's invoice, amounts attributable to loss or damage caused to AIESL -employees / cargo / equipment / machinery / building or any other property of AIESL or any damage caused to any third party by negligence or due to reasons attributable to the Successful Bidder including its employees.
5.32	Intellectual Property i. The Successful Bidder warrants that in providing the Services under the Contract, it shall not infringe the intellectual property including without limitation trademark, copyright design, right patent or etc. of AIESL and / or of any third party and agrees to defend, hold harmless and indemnify AIESL against any losses, damages, claims, costs, expenses etc. suffered by AIESL arising from any such infringement of any intellectual property. ii. The intellectual property produced by the Successful Bidder during or in relation to the Services under the Contract shall belong to AIESL absolutely. iii. AIESL reserves the right for injunctive relief to prevent the breach of any it's or third parties' intellectual property rights. iv. If the use of the Services is preliminarily or permanently enjoined because of a finding of infringement or the likelihood of infringement of the Successful Bidder's intellectual property, the Successful Bidder shall, at its sole cost and expense, and at its option: - procure for AIESL the right to continue using the Services; or - modify the Services so that it becomes non -infringing; or - refund to AIESL the money paid by AIESL for the enjoined part or parts of the Services.
5.33	Assignment During the Term of the Contract, the Successful Bidder shall not assign any of its rights or duties under the Contract without prior written consent of AIESL. Any assignment or transfer in violation of this Clause shall result in termination by AIESL with damages to the Successful Bidder.
5.34	Non-Waiver Failure of AIESL to enforce any of the terms & conditions incorporated in the Tender / Contract, or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify the Successful Bidder in the event of breach, or the acceptance of or payment of any Services hereunder shall not release the Successful Bidder and shall not be deemed a waiver of any right of AIESL to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such Services regardless of when such Services have been delivered nor shall any purported verbal modification or revision of the order by AIESL act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of any condition of the Tender and Contract by AIESL shall not be considered as a continuous waiver or waiver for other condition by AIESL.
5.35	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 purpose so this provision, the terms set forth be low as follows: I. "Corrupt practice" means the offering, giving, or soliciting of anything of value to influence

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	the action of a public official in the procurement process or in contract execution. II. "Fraudulent practice" means a misrepresentation of facts to influence a procurement process, or the execution of a contract deemed to be detrimental to 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. · 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. · Shall declare a Bidder ineligible and blacklist such Bidder, either indefinitely or for a stated period if at any time, AIESL determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract. · Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent / corrupt practices during the currency of the Contract. · EMD or Security deposit shall be forfeited in addition to the above-mentioned remedies which AIESL shall have taken.
5.36	Conflict of Interests i. SP not to Benefit from Commissions, Discounts, etc. The payment to SP under this Contract shall constitute the SP's sole remuneration in connection with this Contract or the services. The SP shall not accept, for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services in the discharge of their obligations hereunder. ii. Prohibition of Conflicting Activities Neither the SP nor the Personnel shall engage, either directly or indirectly, in any business or professional activities conflicting to the Services assigned to them under this Contract.
5.37	Confidentiality i. The Bidder / Successful Bidder shall always keep confidential, all information acquired in consequence of this Tender, including (without limitation) the any / all data concerning the technology, software & programs, technical processes, business processes, procedures, personal data, business affairs, AIESL customer financial affairs of AIESL (hereinafter referred to as "Confidential Information"). Confidential information shall also include information that is designated as 'confidential' or which by its nature is clearly confidential. ii. The Bidder / Successful Bidder shall not disclose the Confidential Information to any other third party without the prior written consent of AIESL unless such disclosure is (a) required by law, decree, order or directive of a competent judicial / administrative / legislative authority (b) such Confidential Information is or becomes generally available to the public through no breach of such Bidder / Successful Bidder (c) was in the Bidder / Successful Bidder's possession prior to the time of receipt of it by such Bidder / Successful Bidder (d) Is developed independently by the Bidder / Successful Bidder or (e) is rightfully obtained by third party without breach of this Clause. iii. As such, the Bidder / Successful Bidder agrees to keep such Confidential Information as strictly confidential and shall disclose the same to their employees / professional advisers only on a 'need to know' basis. iv. The Bidder / Successful Bidder agree that any such information received by it shall be (1) protected and kept in strict confidence, using the same degree of care and safeguards as it uses to protect its own information of like importance, but in any case, no less than a reasonable degree of care (2) not to use Confidential Information for any purpose other than to carry out its respective obligations under this Tender. v. It is understood by the Bidder / Successful Bidder that the breach of provisions of this Clause or the provisions of confidentiality agreed by the parties under the Contract shall cause

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	irreparable harm and injury to AIESL for which monetary compensation may not be adequate. Therefore, in addition to the damages, AIESL shall be entitled to injunctive or other equitable relief against such Bidder / Successful Bidder or any other remedy under law or at equity. vi. The Successful Bidder shall be committed to respect privacy and to ensure lawful processing of personal data. The Successful Bidder shall be responsible, as a sole data controller, for its own processing of personal data pursuant to and / or in connection with the Contract.
5.38	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 (including but not limited to the Aircrafts) 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 Deposits / 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.
	a. The selected bidder shall indemnify, AIESL to discharge its obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provision Act, 1952, the Employees State Insurance (ESI Act, 1948), the Contract Labour (Regulation & Abolition) Act, 1970, the Inter-State Migrant workman (Regulation of Employment & Conditions of Service) Act, 1979, The Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, Bombay Labour Welfare Fund Act, 1953, the Workmen's Compensation Act 1923, and other relevant Acts, Rules & Regulations, instructions, etc. issued/ enforced from time to time. b. On commencement of the contract, the selected bidder shall continue to have valid PF and ESI Code Nos and records of individual employees, till the conclusion of the contract. c. The service provider shall deposit ESI and PF contributions (both employees' subscription and the employer's contribution) before its due date but not later than the 15th of the following month and submit the proof of same to AIESL. In case, the proof is not submitted, AIESL shall have a right to settle the bills by withholding the amount equal to the employee's subscription plus the employer's contribution. However, notwithstanding, the above requirement, the service provider shall be liable for penal action as deemed fit. d. The service provider shall submit to "AIESL", a statement showing deductions & deposit of ESI / PF contributions in respect of staff deployed for "AIESL" as and when demanded. e. AIESL shall not be responsible to provide any canteen, medical and / or transport facility to any personnel of the Bidder. f. AIESL shall not be responsible for any injury sustained by service provider's personnel during the performance of their duties and also any damage or compensation due to any

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	dispute between them. Any expenditure incurred by the AIESL to handle any such situation arising out of the conduct of deployed personnel or otherwise shall be deducted from the bills / security deposit of service provider. g. The Service provider has to be ensured that the disbursement of wages to his employees will be made through ECS only so as to ensure that not less than the prescribed minimum wages are paid, as notified from time to time by the Govt. of NCT Delhi in respect of each of the applicable category of employees. The wages should be paid on or before 7th of the month following.																		
5.39	Penalty Clause: A penalty of 0.5% per week or part thereof of the value of the undelivered portion of goods or services (excluding taxes and delivery charges) shall be levied for delays beyond the stipulated delivery period, up to a maximum of 10% of the undelivered PO value. Further penalty for non-performance has been summarized below: <table><tr><th>S. No.</th><th>Penalty Area</th><th>Amount (in Rs.)</th></tr><tr><td>1.</td><td>Non-Removal of Horticulture Waste</td><td>Rs. 2000 per occurrence</td></tr><tr><td>2.</td><td>Non Weeding of particular area of premises</td><td>Rs.500/-per area</td></tr><tr><td>3.</td><td>No trimming of plants/ trees</td><td>Rs. 2000/- per area/ Month</td></tr><tr><td>4.</td><td>Damage to AIESL assets or equipment's etc., caused by the contractors staff</td><td>Cost of assets will be levied as penalty</td></tr><tr><td>5.</td><td>Refusing or non-performance of the assigned work within the time limit</td><td>Rs. 150/- per occasion.</td></tr></table>	S. No.	Penalty Area	Amount (in Rs.)	1.	Non-Removal of Horticulture Waste	Rs. 2000 per occurrence	2.	Non Weeding of particular area of premises	Rs.500/-per area	3.	No trimming of plants/ trees	Rs. 2000/- per area/ Month	4.	Damage to AIESL assets or equipment's etc., caused by the contractors staff	Cost of assets will be levied as penalty	5.	Refusing or non-performance of the assigned work within the time limit	Rs. 150/- per occasion.
S. No.	Penalty Area	Amount (in Rs.)																	
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5.40	Termination / Exit clause of contract: The contract may be terminated under the following circumstances: a) In the event of unsatisfactory performance of the contract / deficiency of service by the successful Bidder, AIESL will have the right to terminate the engagement by giving one (1) month prior written notice without any liability to AIESL. b) If there is a change in AIESL’s requirement, AIESL will be entitled to terminate the engagement by giving three (3) months” advance notice in writing. In case of such termination, the financial obligation will be proportionate to the work completed by the selected bidder. c) In case of breach of contractual terms and conditions of the contract, AIESL shall be entitled to rescind the contract at any time without assigning any reason whatsoever and without any liability to AIESL. d) The bidder may also terminate the engagement by giving 03 months’ notice to AIESL																		

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5.41	Other terms & conditions 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 "Sole Proprietor" of the firm or constituted attorney of such sole proprietor. - 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. - Authorized signatory of the firm - Issue / submission of Bid form does not necessarily mean that the Bidder is an eligible Bidder. - Bidder is advised to quote strictly as per terms and conditions of the Tender and not to stipulate any deviation / exceptions. - 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. - 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. - 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. - 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. - 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. - 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. - 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. - 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 - 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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	- All relevant documents required related to the Services to be provided under this Tender are to be submitted by the Bidders at their own cost. - Bids should be unconditional. Conditional Bids would not be accepted and are liable to be rejected. - 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. - 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. - 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. - 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: - Members of Hindu undivided family. - Their husband or wife - Relatives in the manner as father, mother, son(s), son's wife, daughter(s), - Daughter's husband, brothers, brother's wife, sister, and sister's husband
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6) Instructions to Bidders (ITB)

6.1	Any queries relating to the tender document and the terms and conditions contained therein should seek representation on GeM portal. For site visit refer following address: O/o DGM Engineering-Production Planning & Material Management, AI Engineering Services Limited (AIESL) IGIA Terminal-2, New Delhi 110037 India. Site Visit Timing 10:00 till 12:00 Hrs and 14:00 hrs to 15:30hrs Monday to Friday only.	
6.2	Clarification of Bidding Documents: Bidders may seek clarification on the bidding documents by emailing the contact person listed in the ITB, at least 7 days before the bid opening. AIESL will respond to queries received up to 48 hours before bid opening but is not obligated to reply to any received later. Requesting clarification does not warrant an extension of the bid submission deadline.	
6.3	Validity of bid, prices, govt. duties / levies etc. - The price quoted by the Bidders shall be valid for a period of 120 days from the date of Technical Bid opening. Any Bid whose validity is less than 120 days shall be summarily rejected. - The actual quantum of services required during the contract period may vary by up to ±25% from the quantities indicated in the tender, in order to accommodate fluctuations in demand. The bidder shall maintain the final quoted contractual price unchanged for the entire duration of the contract, irrespective of such variations. 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, provided the Service Provider 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.	
6.4	Bid Submission: Bidders must ensure bids are submitted on GeM in Single stage (Single Packet) bid system i.e., techno-commercial bids will be opened at once.	
6.5	PART-I	The Technical Bid should follow the prescribed format and mention the due date and time. Proof of EMD submission (online only) is mandatory. All documents must be signed by the authorized signatory and sealed on every page, as per the Tender terms.
6.6	PART-II	The Price Bid must be submitted strictly in the prescribed format through the GeM portal, with prices clearly typed in both words and figures without errors. Bidders must thoroughly study the Tender before submission, which implies full understanding of its terms. The Bid should include all required information and self-attested supporting documents as specified in the Technical Bid. In case of discrepancies, subtotals will prevail over totals, and unit prices over total prices.
6.7	REJECTION OF BIDS	Bids are liable for rejection under the following conditions: - Submission without EMD. - EMD exemption claimed using MSE certificates not matching the similar

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		category i.e., Horticulture Services. - Bids not signed and stamped by the authorized signatory. - Submission of conditional bids (technical or price). - Incomplete or blank bids, or bids not submitted in the prescribed format. - Non-fulfilment of pre-qualification criteria as specified in the tender. - Bids are liable to be rejected if the technical and commercial documents are not submitted in the prescribed format and sequence. - Failure to respond to GeM clarifications within the stipulated time - Site visit certificate is not submitted
6.8	Pre-Bid meeting	The Pre-Bid meeting aims to clarify issues and answer bidder queries. Bidders should email their questions by the deadline mentioned in the Notice Inviting Tender to dgmppcnr@aiesl.in. Responses, including those post-meeting, will be shared with all participants without revealing the source. Any changes to the tender documents resulting from the meeting will be issued by Addendum/Corrigendum on AIESL's website, no separate press notice will be published. Bidders are responsible for checking the portal regularly for updates. Attendance at the Pre-Bid meeting is optional and not a disqualification criterion. Interested bidders must inform AIESL (aieslpurchase.nr@aiesl.in) one day in advance, with details of their single authorized representative, who must carry an authorization letter and ID card. AIESL will consider bidder inputs but is not obligated to accept them; final decisions rest solely with AIESL.
6.9	Opening of Bids	On the scheduled date of tender opening, the Technical-Commercial Bids (Single Packet) will be opened. The technical bid of the L1 (lowest quoted) bidder will be examined first, and if found technically qualified, the order will be awarded to the L1 bidder. In case the L1 bidder is technically disqualified, the technical bids of subsequent lowest bidders will be evaluated in sequence until a technically qualified bidder is found, to whom the order will be awarded. No correspondence in this regard shall be entertained. In the event of any discrepancy between the unit price and the total price quoted in the Price Bid, the unit price shall prevail and the total price will be corrected accordingly.

AIESL
AI ENGINEERING SERVICES LIMITED

7. Commercial Terms and Conditions:

7.1	Earnest Money Deposit (Attach soft copy on Part I) i. An Earnest Money Deposit (EMD) of ₹ 22,000/- (Rupees Twenty-Two Thousand only) must be submitted along with technical bid. ii. If Non MSE, Domestic Bidder must submit EMD in Electronic form (online Mode only). iii. International Bidder must submit EMD via wire transfer mode only Refer NIT Table No 1., Also enclose Soft copy of transaction of wire transfer. iv. Domestic Bidders seeking exemption from EMD shall enclose soft copy of MSE (Financial Year 2023-2024) certificate to claim exemption. v. Bids received without EMD shall be rejected. vi. In case a Bidder withdraws his bid during the process of evaluation of tender or fails or refuses to accept the contract if awarded in his favor, the Earnest Money Deposit will be forfeited. vii. Bids which fails qualify in the 'Technical Bid' will be refunded to them up to 30days after opening of Technical Bid. viii. Banker Name: State Bank of India Account no.: 33029526378 IFSC Code: SBIN0000691 Transection ID no.: Payment can also be released using link https://forms.eduqfix.com/aiengineering/add?formType=8489935188309188
7.2	Exemptions / Preference to MSE Units: As per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.12 by Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSEs must be registered with any of the following to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012. i. District Industries Centers (DIC) ii. Khadi and Village Industries Commission (KVIC) iii. Khadi and Village Industries Board iv. Coir Board v. National Small Industries Corporation (NSIC) vi. Directorate of Handicraft and Handloom Any other body specified by Ministry of MSME (Udyog Aadhaar). Note: In alignment with Government policies promoting the participation of Micro and Small Enterprises (MSEs), the following relaxations have been incorporated into the tender document: 1. MSEs are exempted from the requirement of submitting the EMD as per applicable guidelines. 2. As per Department of Expenditure Office Memorandum No. F.20/2/2014-PPD (Pt.) dated 25th July 2016, the following relaxations are applicable to eligible MSEs: a) The MSE bidder must have a minimum of two years i.e., a total of 24 months of experience in providing Horticulture Services (cultivation, management, and maintenance of plants, gardens, and green spaces and disposal of Horticulture waste)

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	(From 01/04/2020 to 31/03/2025), instead of the three years' requirement. b) 25% relaxation has been granted in the prior turnover requirement. Accordingly, the turnover threshold for MSE bidders is Rs. 2,47,000/- instead of Rs. 3,30,000/- (Rupees Three Lakhs Thirty Thousand only). c) Price Preference – As this is a service contract that cannot be divided and awarded in parts to multiple parties, any MSE quoting within L1 + 15% and agreeing to match the L1 price shall be considered for award of the entire tendered value Note: Exemption (1) and Relaxation (2- a, b) will not be considered if the MSE certificate pertains to an experience category other than that specified in the tender requirements i.e., Horticulture Services (cultivation, management, and maintenance of plants, gardens, and green spaces and disposal of Horticulture waste)				
7.3	MSEs participating in the tender must submit the certificate of registration obtained with any one of the above agencies (as per point no 7.2, above) indicating the details of the tendered item along with their bid.				
7.4	The MSEs registered with District Industries Centers must submit the Acknowledgement of Entrepreneur Memorandum (EM) Part-II along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.				
7.5	The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period. The registration must be valid for the category of services required.				
7.6	The MSEs, who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference. Additionally, EMD exemption will not be considered in case MSE certificate falls in other category than that specified in the tender requirements				
7.7	Exemption from submission of EMD – The MSEs registered with above mentioned agencies/bodies are exempted from payment of EMD.				
7.8	The Successful Bidder (MSE/MSME/Non MSME/ START UP FIRMS) will be required to submit the SD/PBG as applicable on the Contract value. Note: Above policy of extending benefits is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.				
7.9	Startup firms possessing a valid Certificate of Recognition issued by the Department for Promotion of Industry and Internal Trade (DPIIT) shall be eligible for relaxation in turnover and prior experience requirements, as per applicable government guidelines. The relaxations are as follows: - Turnover Requirement: Relaxed by 25%. DPIIT-recognized startups shall be required to have a minimum average annual turnover of Rs. 2,47,000/- instead of Rs. 3,30,000/-. - Experience Requirement: Relaxed to 2 years instead of the standard 3 years (From 01/04/2020 to 31/03/2025). To avail of these relaxations, eligible bidders must upload a valid DPIIT registration certificate along with the tender documents on the GeM Portal.				
7.10	OEMs, having annual turnover of Rs. 500 Crore and above and having profit in last three years out of five years are exempted from submission of EMD.				
7.11	Security	Deposit	/	Performance	Bank Guarantee

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	i. A Security deposit (SD) @ 5 % of the contract value, or a Performance Bank Guarantee (PBG) for the same amount would be required to be submitted by the successful Bidder (whether OEM, Non- MSE, MSE or Startup) within 15 Days from the date of award of contract/PO/LOA. The SD / PBG is for meeting the project commitments till the end of the contract period. The SD / PBG would be refunded / returned within two months of successful completion of contract period subject to adjustment for penalties, if any, on account of deficiencies in performance as per the terms of the contract. ii. It is to be noted that the costs involved in furnishing of the PBG / SD are to be borne by the bidder who has been awarded the contract and the same is to be included in the Price bid.
7.12	Billing Terms: i. The 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. ii. TDS shall be deducted by AIESL from the payment made against these invoices, as per the applicable laws. Billing To & Shipping Address: Deputy General Manager Production Planning & Material Management Northern Region, New Avionics Complex, IGIA Terminal 2, New Delhi 110037. Landmark Gate No.6 Cargo, New Custom House. PAN No.AAFCA9618L GSTIN 07AAFCA9618L2Z9 Ph. No. 011-25667714/7825
8.00	Period of Contract: 1 year.
9.00	Payment Terms: Payment shall be released within 45 days from the date of receipt of the duly certified tax invoice subject to satisfactory performance.
10.00	The successful bidder shall ensure that monthly invoices are certified by the user department or his/her nominee prior to submission to PPMM for payment processing.
10.10	Conditions related to the welfare of labours: 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. <u>Service Provider's Obligation (Must)</u> Service provider shall ensure the level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract. Service provider shall attend to emergency works in time. No extra payment will be made for working on odd hours for emergency works. Service provider will be required to submit list of the manpower being deployed with photo ID, address proof, police verification certificate and educational qualifications before deputing the workers. The service provider shall be solely responsible for the credentials/

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	acts of his staff /workers The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the manpower deployed. e) In an event that, for any reason, the manpower provided change their contact number during the tenure of the contract then service provider will immediately notify the buyer of the above change. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulation & Abolition) Central Rules, 1971 and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner. g) Service Provider shall produce to the Buyer the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel. h) Service Provider shall cover all its personnel under the relevant laws of EPF, Labor, ESIC etc. Proof of the same should be submitted by the Service Provider. i) Service Provider shall submit a copy of wages sheet in PPMM office showing monthly wages paid to its personnel. j) Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard. k) Service Provider shall also provide at its own cost all benefits statutory or otherwise to its deployed personnel and the Buyer shall not have any liability whatsoever on this account. l) Service provider shall employ only manpower who has completed eighteen years of age. m) The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider. n) The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer. o) The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness. p) Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties. q) In an event that service provider fails to deliver or fails to carry out tasks as per schedule due to absence of personnel or any other reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar manpower for which agreement is entered into, without any extra charges. Failure to do so will evoke penalty then buyer shall have right to recover damages as per the provisions of the contract.
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	r) The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of personnel so provided by him s) The working hours and days of the manpower will be as per the existing applicable rules of the respective Central/State Government organizations. However, they have to work on holidays/public holidays, if necessary and required based on demand of work. t) The Service Provider must ensure timely payment of monthly salaries and all statutory entitlements to deployed manpower in compliance with the applicable laws and then submit the monthly bill along with documentary proofs (Invoice, Attendance Sheet, Salaries Payment Proof, etc.) for release of the payment from the Buyer. Minimum Bonus, as applicable shall be paid by the Service provider to his employees as per the Payment of Bonus Act 1965.
10.20	<u>Additional Conditions -</u> It will be imperative for each Bidder to fully acquaint himself with the local conditions and factors, which may have an effect on the performance of the resultant Contract and/or the cost. The Bidder should have a working office in municipal limits of Delhi/NCR as on date of submission of the Tender. Bidders shall give the official mailing address, email, and Phone numbers to which all correspondences shall be sent by 'AIESL'. Also, if the address is changed, the same shall be intimated to 'AIESL' immediately. In case the working offices in municipal limits of Delhi/NCR as on date is not available, the Service Provider to submit an undertaking that a working office will be opened within 30 days of award of LOA. When deemed necessary, "AIESL" may seek clarifications on any aspect from the Bidder. "AIESL" reserves the right to accept OR reject any/ OR all bids partially and in full OR annul the Tender process and reject any OR all the bids at any time before the award of Contract without incurring any liability to the affected Bidder(s)/Bidder(s) OR without any obligation to inform the affected Bidder(S)/Bidder (s) on the grounds of such annulment/rejection.
10.30	UNDERTAKINGS BY THE SELECTED BIDDER: (a) All the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and rules made thereunder shall be complied with if the same applies to the successful Bidder. The Bidder must give an undertaking that all the registrations under statutory provisions such as Provident Fund Act /ESI Act/Bombay welfare labour Fund Act etc. as applicable to the manpower shall be obtained, if applicable at the initiative and the cost of the bidder. (c) The Bidder must give an undertaking that all the requisite, registrations and licenses under all the applicable local state and central taxes and laws and to be specified separately under each applicable Tax/law/Act (i.e. GSTN / Income Tax Act / Shop & Establishment Act, etc.) shall be produced for verification/checking of "AI Engineering Services Limited" or to a third party authorized by 'AIESL' / Agencies of Govt. of India. i. The Bidder would also provide an undertaking that on-the-spot checks can be conducted by "AIESL" / third party authorized by "AIESL", anytime for verification of the quality of work/antecedents / credentials and shortcomings are to be overcome within the given time failing which "AIESL" shall be at liberty to

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	impose the penalty. ii. For Execution of Contract. The Bidder must give an undertaking that the execution of the work shall be done as per the Work Scope of the Tender, within 30 days from the date of acceptance of the LOI. iii. For Prequalification Criteria: The Technical qualification of the Bidder and award of work would be subject to compliance of the Eligibility Criteria, Terms, and conditions & Undertakings as specified in the Tender and the LOI/ contract would be withdrawn if these requirements are not fulfilled.
10.40	<u>PAYMENT OF MONTHLY WAGES</u> The Bidder shall distribute wages for the previous month to his personnel so deployed for the Work, not later than 7th of following calendar month through ECS only as to ensure that the prescribed minimum wages are paid for the applicable category of his employees. Deduction/Deposit of ESI/PF is compulsory and a proof of the same should be kept for verification by Personnel Department or any other third-party including Government agencies. “AI Engineering Services Limited.” shall not be responsible for payment of wages and or any other emoluments to the personnel/workers of the Bidder so deployed and it shall be the sole responsibility of the Bidder to make payment to the said personnel/workers in time and the Bidder shall at all time keep “AIESL.” indemnified against any claim from its personnel/workers in this regard. All records, documents under various statutory provisions including ESI/PF/Disbursement of monthly Wages etc. shall be maintained by the Bidder and shall be open for inspection by an authorized representative of AI Engineering Services Limited/third party authorized by AIESL and Government Agencies.
10.50	<u>APPLICABLE RATES & VALIDITY:</u> a) Rates to be quoted in INR as per the format given in the Price Bid Form Part B only. Any deviation in format OR if rates quoted are conditional, the same shall be out rightly rejected. b) Inclusions: The rates offered /finalized/agreed by the Bidder shall be inclusive of manpower cost, provision for employees’ Name Badges, AEP, ID Cards, Uniform including high visibility jackets, substitution, , Supervisor/ Supervision cost, contract management fee, etc., all statutory payments like ESI/PF and Govt. Taxes / levies. c) Exclusions: The GST on applicable rates is excluded. This would be paid/reimbursed, if applicable, together with the monthly bills as applicable from time to time. d) Statutory Payment i.e., Bonus shall be paid by the successful bidder to its employees as per Bonus Act 1965. e) Rate Negotiation: It is not the general practice of “AIESL” to carry out Post Tender Negotiations. Therefore, Bidders are advised in their interest to submit their best quotes in response to this Tender. “AIESL”, however, reserves the right to carry out negotiations after evaluation of Price bids in exceptional cases with the L-1 bidder. f) Special Powers to “AIESL”: In case there is a tie between two selected bidders, AIESL shall have a right to ask both the bidders to offer a revised bid in a sealed envelope. The L-1 out of these two shall be entitled to an award of the contract. g) Validity of Rates: Rates finalized & agreed will be valid for the contract period of one year.

	Revision of Rates during contract period: I. No request shall be entertained for an increase of Rates during the validity of the Contract and extensions, if any, under any circumstances except for Govt. Levy/Taxes/ Minimum wages and ESI & PF on increased Minimum Wages. II. Revision due to increase in Govt. Taxes/ levy: In case, rate of GST is revised after the opening of Tender/issue of contract OR if any new Tax is introduced after starting of the contract, the same shall be payable to the selected bidder at new rates. III. Revision due to Increase in Minimum wages. In case the rates of minimum wages are increased by the Govt. of NCT of Delhi, the selected Bidder/Service Provider shall be allowed to claim the increased wages from the effective date as mentioned in such Notification by providing the proof of payment of the increased minimum wages to the respective workers engaged by the selected Bidder/Service Provider in proportion to the man-days reflected along with the names of the concerned workers/supervisor. The reimbursement towards payment of ESI and PF contributions made by the selected Bidder/Service Provider in the same manner, after submitting the proof of payment i.e. copies of ESI and PF Challans/ECR for the corresponding period. The increase/decrease in minimum wages, if any, will be applicable only after opening of the Price Bid. IV. However, in case, the rates of minimum wages are decreased by the Govt. of NCT of Delhi, AI Engineering Services Ltd. shall recover the excess payment concerning the minimum wages if payment of the same has already been done to the Service Provider. V. The rates finalized & agreed to will remain firm during the Contract period and for an extended period, if any. No request shall be entertained for an increase in Monthly Charges for Contract Management during the validity of the contract and extensions, if any, under any circumstances. VI. The increase towards Minimum wages would be limited to the minimum number of workers as defined in Work-Scope or the monthly man-days actually deployed for the subject work as verified from the certified wage sheets for the preceding six months submitted by the Bidder/service provider, whichever is less. Any payment over and above made by the service provider shall not be reimbursed by AIESL.
10.60	Grievance Redressal Mechanism a) "Any supplier, contractor, or consultant that claims to have suffered or is likely to suffer loss or injury as a result of a decision/ action/ omission of the Procurement Entity may make an application for its review within a period of Five (5) days from its date (as applicable), to Dy GM-PPMM, specifying the ground(s) and the relevant clauses of the tender documents. Unsuccessful Bidders may seek de-briefing regarding the rejection of their bid, in writing or electronically, within Five (5) days of the declaration of techno-commercial or financial evaluation results." b) Only directly affected and participating bidders can raise a grievance. c) Grievances can be raised only for the stage in which the bidder is eligible: After pre-qualification: Only pre-qualified bidders may raise issues about technical/financial bids. After technical evaluation: Only technically qualified bidders may raise issues about financial bids

**Tender For Horticulture Services for Avionics-Cum-JEOC Complex - Entire Campus Area,
Terminal 2, IGI Airport, New Delhi 110037**

Annexure-1

TECHNICAL BID FORM

1	Name of Contract	Tender For Horticulture Services for Avionics-Cum-JEOC Complex - Entire Campus Area, Terminal 2, IGI Airport, New Delhi 110037
2	Name of the Company (Proprietor/ Partner/ Pvt. Limited Company/ Public Ltd. Co./ Corporation)/Any Other (please specify)	M/s
2.1	Whether the bidder is a startup, if yes provide the following details: a) Year of establishment b) Certificate No. c) Category	
3.	Company Details	
3.1	Full Address of Registered Office. Whether having a working office in municipal limits of Delhi/NCR as on date of submission of the Tender (A documentary proof thereof, i. e. self-attested copy of lease agreement / electricity bill/ telephone bill may be enclosed). In case the working offices in municipal limits of Delhi/NCR as on date is not available, the Service Provider to submit an undertaking that a working office will be opened within 30 days of award of LOI.	
3.2	Telephone No. Mobile Tel No E-mail ID Contact Person	
4.	EMD Details	
4.1	Whether EMD of ₹ 22,000/- (Rupees Twenty Two Thousand only) enclosed (MANDATORY).	DD No. : _____ Date : _____ Bank : _____

**Tender For Horticulture Services for Avionics-Cum-JEOC Complex - Entire Campus Area,
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		Amount : _____												
4.2	Whether eligible for EMD exemption. If yes, copy of relevant and valid exemption certificate to be enclosed. - Exemption will not be considered if the MSE certificate pertains to a category other than that specified in the tender requirements. (MANDATORY) - MSE (Micro or Small Enterprise) must submit a valid MSE certificate for the Financial Year 2023–2024. (MANDATORY)	Yes/No Reg. No. : _____ Reg. Date : _____ Regn. Valid upto : _____ Issuing authority : _____												
5.	Particulars of Registration-Issued in the name of the tenderer	Yes/No If Yes, give following details <table border="1"> <thead> <tr> <th>Number</th> <th>Date of Issue/ Opening</th> </tr> </thead> <tbody> <tr> <td>6.</td> <td>GST Registration No.-Self attested copy enclosed (MANDATORY)</td> </tr> <tr> <td>7.</td> <td>PAN registration No. – Self attested copy enclosed (MANDATORY)</td> </tr> <tr> <td>8.</td> <td>ESIC registration No. – Self attested copy enclosed (MANDATORY)</td> </tr> <tr> <td>9.</td> <td>PF registration No. – Self attested copy enclosed (MANDATORY)</td> </tr> <tr> <td>10.</td> <td>Startup firm applying for exemption must possess a valid registration certificate (DPIIT) (Mandatory).</td> </tr> </tbody> </table>	Number	Date of Issue/ Opening	6.	GST Registration No.-Self attested copy enclosed (MANDATORY)	7.	PAN registration No. – Self attested copy enclosed (MANDATORY)	8.	ESIC registration No. – Self attested copy enclosed (MANDATORY)	9.	PF registration No. – Self attested copy enclosed (MANDATORY)	10.	Startup firm applying for exemption must possess a valid registration certificate (DPIIT) (Mandatory) .
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9.	PF registration No. – Self attested copy enclosed (MANDATORY)													
10.	Startup firm applying for exemption must possess a valid registration certificate (DPIIT) (Mandatory) .													
11.	a) The bidder must have a minimum of three (3) years of experience (i.e., a cumulative total of 36 months) in providing similar services during the period from 01/04/2020 to 31/03/2025 to Central/State Government/ PSUs/ Nationalized Banks/ Reputed Organizations. Services rendered with list of such Central/State/ PSUs/ Nationalized Banks/ Reputed Organizations with duration of service shall be furnished. (MANDATORY). b) The bidder must have successfully executed and completed similar horticulture services during the period from 01/04/2020 to 31/03/2025, meeting any one of the following criteria: i. Three (3) similar works, each costing not less than ₹4,40,000/- (Mandatory) OR ii. Two (2) similar works, each costing not less than ₹5,50,000/-	Yes/No												

**Tender For Horticulture Services for Avionics-Cum-JEOC Complex - Entire Campus Area,
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	(Mandatory) OR iii. One (1) similar work costing not less than ₹8,80,000/- (Mandatory) Note: Similar work shall mean works of “Horticulture Services for cultivation, management, and maintenance of plants, gardens, and green spaces and disposal of Horticulture waste. (Mandatory)	
12.	Copies of relevant work orders/ PO's/ Contracts along with work completion certificates are enclosed. (Mandatory)	Yes/No
	Whether Self attested copies of Income Tax returns for the financial years i.e. 2021-22, 2022-2023 & 2023-24 are enclosed (MANDATORY). Financial Year 2021-22, 2022-23 2023-24	Yes/No Yes/No Yes/No
13.	Whether Tenderer having average Annual Turnover of Rs. 3,30,000/- (Rupees Three Lakhs Thirty Thousand only) or above for financial year 2021-22, 2022-23 & 2023-24. (MANDATORY)	Yes/No
14.	A CA Certified Turnover certificate for F.Y. 2021-22, 2022-23 & 2023-24 in support to be enclosed separately. (MANDATORY)	Yes/No
15.	Self-attested Copies of Balance sheet and Profit & Loss A/c for F.Y. 2021-22, 2022-23 & 2023-24 in support to be enclosed separately. (MANDATORY) In case the Balance sheet & P & L a/c are not audited, a CA certificate certifying the turnover for F.Y. 2021-22, 2022-23 & 2023-24 is required in addition to the balance sheet & P&L A/c for the same financial years. (MANDATORY) Financial Year 2021-22 2022-23 2023-24	Yes/No Yes/No Yes/No
16.	Has any Company or Director/Partner/Proprietor been convicted any time by court of law? (If yes, give details).	Yes/No
17.	Has your Company or Director/Owner/Partner/Employee been blacklisted by any agency of the airport or elsewhere (If yes, give details).	Yes/No
18.	Is any Company or Director/Owner/Partner/Employee on your payroll belonging to 'AIESL' (if yes, give details)	Yes/No

**Tender For Horticulture Services for Avionics-Cum-JEOC Complex - Entire Campus Area,
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19.	The tenderer has visited the site and assess the job before offering price quotes. A site visit certificate issued by user department must be enclosed (MANDATORY)	Yes/No
20.	The bidder must clearly mention the HSN (Harmonized System of Nomenclature) Code applicable to the service being offered in the tender document.	Yes/No
21.	Labour License under the Contract Labour (Regulation & Abolition) Act, 1970 , for deploying workers at the site. (MANDATORY)	Yes/No

Details of relevant supporting document(s)/ contract(s) etc. justifying experience in the field of **Horticulture Services** (cultivation, management, and maintenance of plants, gardens, and green spaces and disposal of Horticulture waste) (From 01/04/2020 to 31/03/2025). **(A separate sheet may be enclosed for these details together with a copy of contract(s)/ relevant supporting document(s))**

S.No	Type of Contract(s)/ relevant supporting document(s) etc	Name & Address Organisations Served	Period of Contract (From..... to)	Annual Value of Contract
I				
II				
III				
IV				
V				

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

(Signature and Name of Service Provider with Stamp)

**Tender For Horticulture Services for Avionics-Cum-JEOC Complex - Entire Campus Area,
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Annexure-2

CHECK SHEET

Following Documents must be attached with Technical Bid Form

		Yes	No
1.	EMD ₹ 22,000/- (Rupees Twenty-Two Thousand only) / Valid MSE Certificate (Financial Year 2023-2024) (Mandatory)		
2.	Self-Attested copies of:-		
	A) PAN No. (Mandatory)		
	B) GST Registration (Mandatory)		
	C) ESIC Registration (Mandatory)		
	D) PF Registration (Mandatory)		
3.	Copy of Balance Sheet and P & L account for the Financial Year (2021-22, 2022-23 and 2023-24) signed by Proprietor/Director/Partner. In case the bidder submits unaudited Balance Sheet and Profit & Loss Account, a Turnover Certificate issued by a Chartered Accountant must be enclosed. (Mandatory)		
4.	Labour License under the Contract Labour (Regulation & Abolition) Act, 1970 , for deploying workers at the site. (MANDATORY)		
5.	Whether having a working office in municipal limits of Delhi/NCR as on date of submission of the Tender (A documentary proof thereof, i. e. self-attested copy of lease agreement / electricity bill/ telephone bill may be enclosed). In case the working offices in municipal limits of Delhi/NCR as on date is not available, the Service Provider to submit an undertaking that a working office will be opened within 30 days of award of LOI. (Mandatory)		
6.	Self-Attested Copy(s) of Income Tax Return for the Financial Years (2021-22, 2022-23 and 2023-24) (Mandatory)		
7.	Copy of relevant supporting documents i.e., Purchase Order/ Copy of Contract, Work Completion Certificate etc., as a proof of experience duly self-attested (Mandatory)		
8.	Startup firms recognized by the Department of Industry and Internal Trade (DPIIT) must submit a valid registration certificate (Mandatory)		
9.	List of other Organizations where similar services - Horticulture Services are provided currently with Tel No.& contact person		
10.	The tenderer has visited the site and assessed the job before offering price quotes. A site visit certificate issued by user department must be enclosed (MANDATORY)		
11.	Self-Attested Copy(s) of Income Tax Return for the Financial Years (2021-22, 2022-23 and 2023-24) (Mandatory)		
12.	Whether rates quoted as per format for Fin Bid Form Part B. (Mandatory)		

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

Authorized Signatory

Company Seal

Annexure 3

Technical Eligibility Criteria

ELIGIBILITY CRITERIA: The interested tenderer must fulfil the following eligibility criteria on the date of application. The bids prepared by the tenderer shall contain all requisite information along with supporting documents as required in the technical bid format:

- 1) **Site Visit:** - The tenderer must physically visit the site and check the existing installation / Operation before quoting rates at AIESL, New Avionics Complex, IGI Airport, Terminal – 2, New Delhi – 110037. Site visit certificate issued by user department must be enclosed. **(MANDATORY)**
- 2) The bidder must have a minimum of three (3) years of experience (i.e., a cumulative total of 36 months) in providing similar services during the period from 01/04/2020 to 31/03/2025 to Central/State Government/ PSUs/ Nationalized Banks/ Reputed Organizations. Services rendered with list of such Central/State/ PSUs/ Nationalized Banks/ Reputed Organizations with duration of service shall be furnished. **(MANDATORY)**.
- 3) The bidder must have successfully executed and completed similar horticulture services during the period from 01/04/2020 to 31/03/2025, meeting any one of the following criteria:
 - i. Three (3) similar works, each costing not less than ₹4,40,000/- **(Mandatory)**
 - OR
 - ii. Two (2) similar works, each costing not less than ₹5,50,000/- **(Mandatory)**
 - OR
 - iii. One (1) similar work costing not less than ₹8,80,000/- **(Mandatory)**

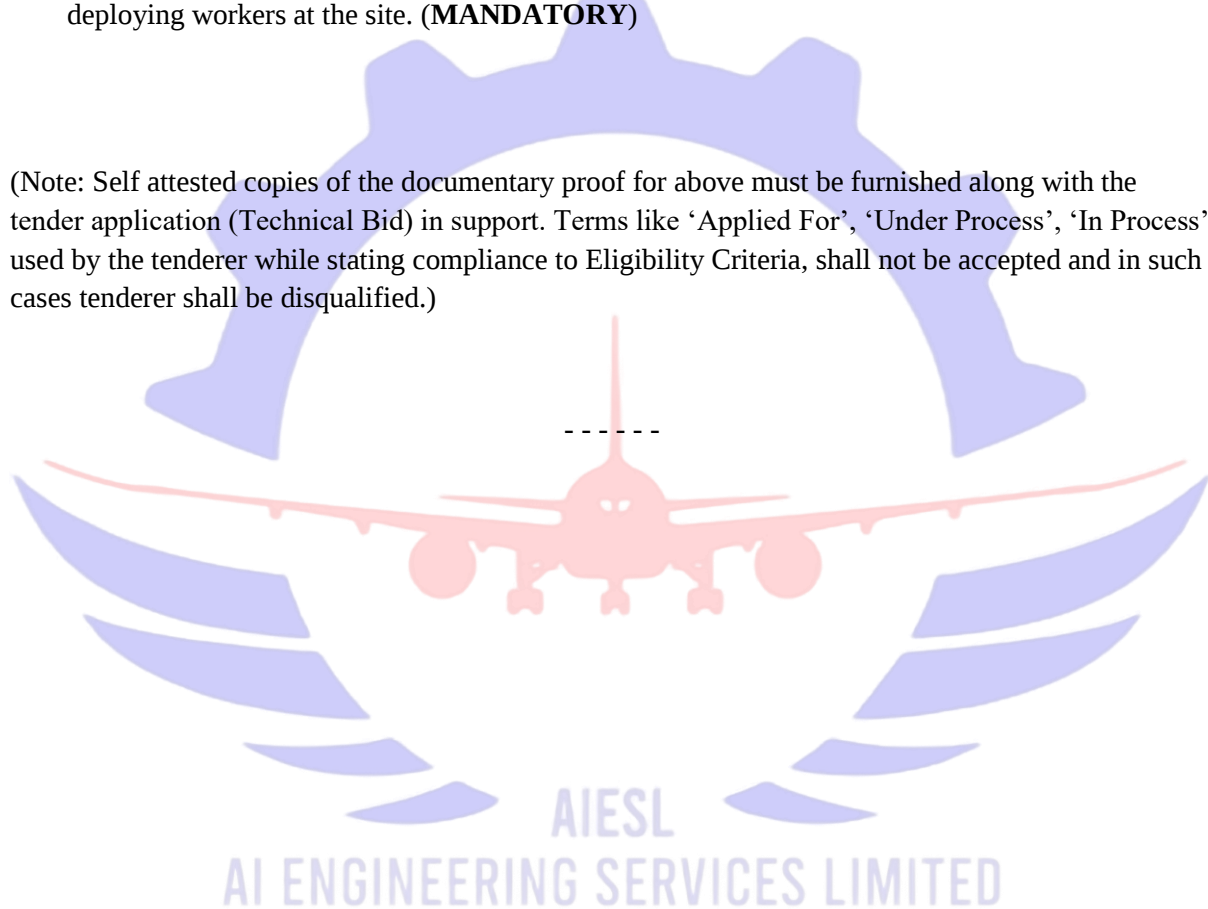
Note: Similar work shall mean works of “Horticulture Services for cultivation, management, and maintenance of plants, gardens, and green spaces and disposal of Horticulture waste. **(Mandatory)**

- 4) Earnest Money Deposit Details / Valid MSE Certificate **(Financial Year 2023-2024) (MANDATORY)**.
- 5) The tenderer must be in possession of PAN, GST at the time of application of tender. Self-attested document confirming your registration for GST certificate must be enclosed **(MANDATORY)**.
- 6) The tenderer must be in possession of ESIC and PF at the time of application of tender. Self-attested document confirming your registration for ESIC and PF certificate must be enclosed **(MANDATORY)**.
- 7) The tenderer must be an income tax payee and should furnish self-attested copy of Income Tax Return for the financial years i.e., 2021-22, 2022-23 and 2023-24. **(MANDATORY)**.
- 8) Whether Tenderer having **average Annual Turnover of Rs. 3,30,000/- (Rupees Three Lakhs Thirty Thousand only)** or above for each financial year 2021-22, 2022-23 & 2023-24. **(MANDATORY)**

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- 9) A CA certified turnover certificate for F.Y. 2021-22, 2022-23 & 2023-24 must be submitted by the bidder. **(MANDATORY)**
- 10) Self-attested Copies of **Balance sheet** and **Profit & Loss** A/c for F.Y. 2021-22, 2022-23 & 2023-24 in support to be enclosed separately. **(MANDATORY)**
- 11) In case the Balance sheet & P & L a/c are not audited, a CA certificate certifying the turnover for F.Y. 2021-22, 2022-23 & 2023-24 is required in addition to the balance sheet & P&L A/c for the same financial years. **(MANDATORY)**
- 12) MSE's (Micro or Small Enterprise) must submit a valid MSE certificate for the Financial Year 2023-2024. **(MANDATORY)**
- 13) The bidder must clearly mention the HSN (Harmonized System of Nomenclature) Code applicable to the service being offered in the tender document.
- 14) **Labour License** under the **Contract Labour (Regulation & Abolition) Act, 1970**, for deploying workers at the site. **(MANDATORY)**

(Note: Self attested copies of the documentary proof for above must be furnished along with the tender application (Technical Bid) in support. Terms like 'Applied For', 'Under Process', 'In Process' used by the tenderer while stating compliance to Eligibility Criteria, shall not be accepted and in such cases tenderer shall be disqualified.)



Annexure- 4

SCOPE OF WORK

Horticultural services encompass a wide range of plant related activities, including landscaping, garden maintenance and specialized areas like tree care. The cover the cultivation, maintenance and enhancement of plants both for ornamental and practical purposes.

The contractor shall attend to all the works as per scope of the work mentioned under each head of works i.e., Landscaping & Garden Design, Plant Care & maintenance and Disposal of Horticulture waste material

Here's detailed look at the services included:

1. Landscaping and Garden Design:

(i) Landscape Design and Planning

The Contractor shall perform the following activities

- a. Daily watering
- b. Weed removing
- c. Trimming & pruning
- d. Lawn mowing
- e. Hedges cutting etc.
- f. Shrubs cutting
- g. Cleaning garden areas
- h. Applying fertilizer or compost manure / vermiculture manure alternate month or as and when required. Applying pesticides like insecticide and fungicide alternate months or as and when required.

(ii) Plant Selection: Choosing plants that thrive in the local climate and soil conditions, ensuring a balanced and visually appealing garden.

(iii) Garden Design: Developing themed gardens, such as cottage gardens Japanese gardens or modern minimalist gardens.

2. Plant Care & Maintenance

- (i) Overall maintenance of all green area in a very presentable condition in order to give a beautiful look to the campus, all works pertaining to horticulture like daily watering, cleaning, weed removing, trimming & pruning, shaping of hedges /plants, soil mulching, lawn mowing, hedges cutting, shrubs cutting, etc.
- (ii) Cutting/trimming of trees, within norms of local/civic authorities and proper maintenance thereof, with periodical spraying of pesticide, etc.
- (iii) Removing unwanted grass, plants, etc. from the sides of the roads adjoining the gardens.
- (iv) Plantation of new plants and trees in the gardens, flower pots, and by the sides of roads.

- (v) Maintaining shrubs, trees, ground, covers, shade loving foliages and creepers : Hoeing the ground, removing and disposing weeds/ wild growth from the surroundings, watering, cutting, pruning, removing old leaves and unwanted growth measuring, applying anti-termite chemicals and insecticides, fumigating as and when required, replacing worn out creeper supports, renovating barren strips of hedges, shrubbery etc. all complete.
- (vi) Irrigation: Daily adequate watering of gardens, lawns, pot plants, plants/ trees, etc. with hose pipe or sprinkler system in different areas should be done regularly. Contractor will make his own arrangement of the irrigation system like hosepipes, etc. in adequate quantities.
3. **Disposal of Horticulture waste material:** Collection handing segregation transportation and disposal of waste.
- (i) Stacking & disposing off/ remove the trimmed branches and other related waste of the plants immediately by making own arrangements at the cost of the contractor.
- (ii) Removing fallen leaves, twigs and other miscellaneous refuse from the road and other paved/ unpaved lawns & disposing off the same on agreed frequency outside premises.

General Conditions

- (i) Contractor shall deploy requisite combination of semi-skilled / unskilled gardeners daily from 8:15 am to 4:15 pm on a weekly six days basis during the entire contract period for maintenance of the above said works.
- (ii) Site Visit and Initial Maintenance Requirements:

All prospective bidders must visit the site to assess the existing condition of the premises prior to submitting their bids. A site visit certificate (Annexure- 13) certified by user section must be subkittedd along with the tender document.

It should be the responsibility of the successful bidder to deploy adequate manpower and resources immediately after the award of the contract to carry out the following initial maintenance activities within one (1) month from the date of contract release:

- Trimming of trees
- Removal of weeds
- Trimming, pruning, and shaping of hedges/plants
- Lawn mowing
- Cutting of hedges and shrubs

Upon completion of the initial maintenance and restoration of the premises, the contractor shall ensure daily upkeep and operations by deploying minimum required manpower on a 6 days per week basis, as per the site's requirements and as directed by the designated authority.

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- (iii) The area to be maintained is approximately 13,500 sq. m, however, a site visit to assess the actual area and site conditions is mandatory.
- (iv) The bidder must clearly mention the HSN (Harmonized System of Nomenclature) Code applicable to the service being offered in the tender document.
- (v) **Labour License** under the **Contract Labour (Regulation & Abolition) Act, 1970**, for deploying workers at the site.
- (vi) Wages of the staff deployed should not be less than as that mentioned in Minimum Wage Act applicable to the respective category/experience, as on date. The ESI, PF, gratuity, bonus etc., labor law, and other rules & norms requirements as found required for contracts of this nature should be met. The same details shall be submitted along with a tender bid.
- (vii) Safety aspects in work places have to be followed as per relevant standards & codes. Any accident or damage to death will be treated as negligence & it is purely the responsibility of the contractor. Safety of all the staff under this contract is the sole responsibility of the contractor.
- (viii) All tools and machinery required for routine works, preventive maintenance etc., shall be provided by the contractor.
- (ix) Any damage caused to any equipment or items available at the office premises due to negligence of the contractor's work force shall be entirely on the contractor, the amount so involved on this account shall be deducted from the payment due to the contractor.

Exclusion from Scope of Services of Contractor

- (i) Material storage area
- (ii) Water;
- (iii) Electricity.
- (iv) AIESL may require plants and flowers, as well as pesticides and fertilizers, to be supplied by the successful bidder. These items shall be provided only after obtaining prior approval from AIESL and shall be invoiced separately based on actual consumption and prevailing market rates

Penalty Clause :

Operation & maintenance of Horticulture and Landscaping work on all days is very essential and critical.

Hence all the work routine, servicing, breakdown maintenance has to be carried out in accordance with all standards and statutory norms with minimum time and maximum accuracy to ensure maximum availability. Failure in meeting the above requirements will attract the 'fine' clause as below.

If the contractor fails to comply with the tender conditions, penalty would be levied on the following basis:

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Penalty Clause Area Wise:

S. No.	Penalty Area	Amount (in Rs.)
1.	Non-Removal of Horticulture Waste	Rs. 2000 per occurrence
2.	Non Weeding of particular area of premises	Rs.500/-per area
3.	No trimming of plants/ trees	Rs. 2000/- per area/ Month
4.	Damage to AIESL assets or equipment's etc., caused by the contractors staff	Cost of assets will be levied as penalty
5.	Refusing or non-performance of the assigned work within the time limit	Rs. 150/- per occasion.

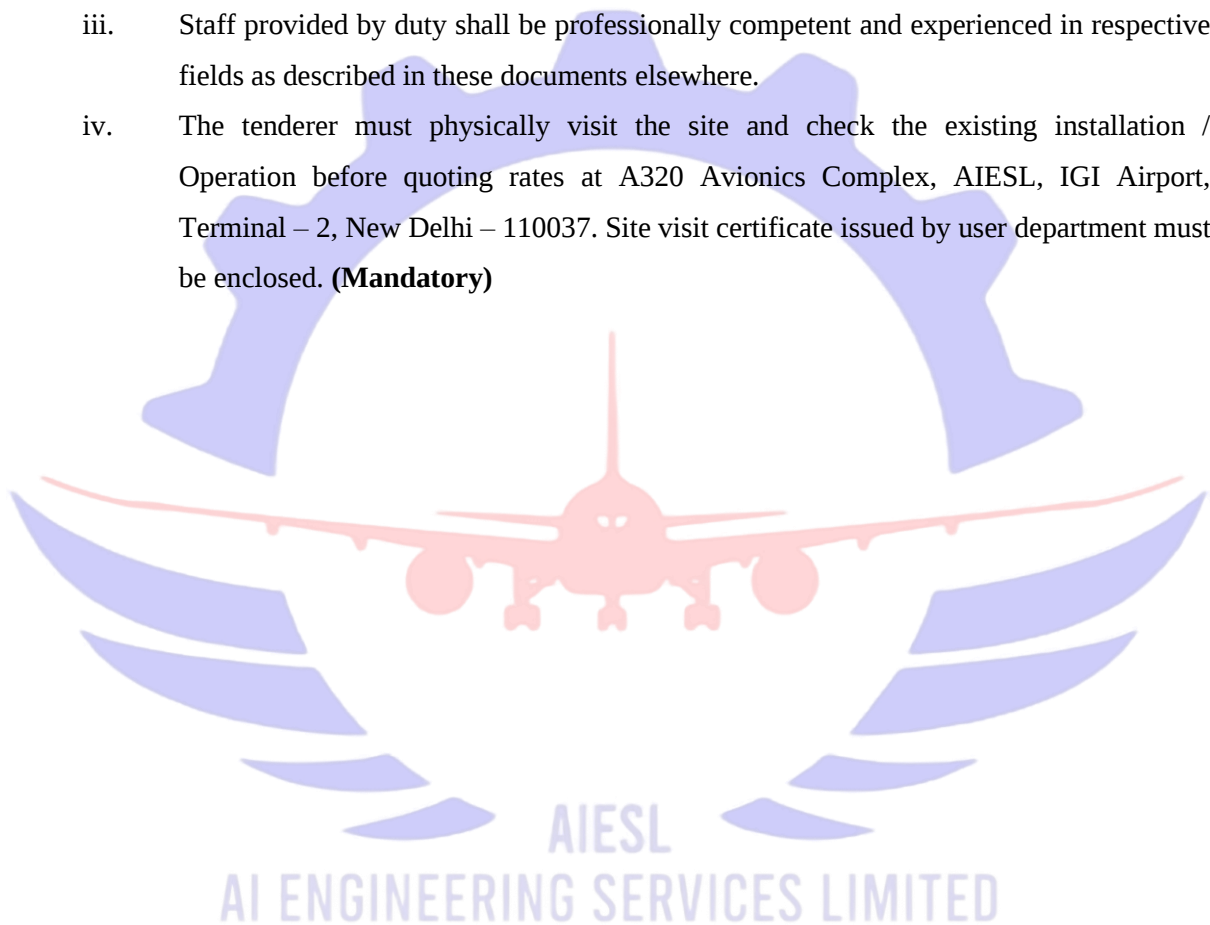
DOCUMENTS TO BE SUBMITTED TO HR-AIESL

S/N	Document Type	Scheduled Date	Periodicity	Remarks
1	PF/ Code ESI	On Award of Contract	One time/ as and when required by AIESL	
3	Labour Licence	To be obtained immediately from Labour Authorities in case of engagement of 20 or more contract workers	One time/ on renewal of License/ as and when required by AIESL	
4	Bio Data form with proper ID proof, AADHAAR, Police Verification/Passport & Latest two Photographs	To be submitted for all employees immediately on award of contract and as and when new employees are engaged	One time/as And when required AIESL	Required for providing ID cards to enable entry into AIESL premises and for record Purpose
5	Wage Register	To be submitted along with monthly bills.	Monthly	To be endorsed by the Service Provider and AIESL authorized executive
6	PF/ ESI remittance Challans	To be submitted along with monthly bills.	Monthly	
7	Wage Disbursement/Payment details (Bank Statement)	To be submitted along with monthly bills.	Monthly	

Annexure 5

TECHNICAL TERMS & CONDITIONS

- i. Any loss of material or damage to equipment due to negligence during the work shall be recovered from the contractor.
- ii. AIESL shall not be responsible for any injury sustained to the contractor's personnel during the work at site.
- iii. Staff provided by duty shall be professionally competent and experienced in respective fields as described in these documents elsewhere.
- iv. The tenderer must physically visit the site and check the existing installation / Operation before quoting rates at A320 Avionics Complex, AIESL, IGI Airport, Terminal – 2, New Delhi – 110037. Site visit certificate issued by user department must be enclosed. **(Mandatory)**



**Tender For Horticulture Services for Avionics-Cum-JEOC Complex - Entire Campus Area,
Terminal 2, IGI Airport, New Delhi 110037**

Annexure 6

Price Bid

To,
GM (Engineering),
New Avionics Complex,
AI Engineering Services Limited,
IGI AIRPORT T2 Delhi.
India-110037.

**Sub: Tender- Horticulture Services for Avionics-Cum-Jeoc Complex - Entire Campus Area,
Terminal 2, IGI Airport, New Delhi 110037**

COMMERCIAL PRICE BID FORM

SCHEDULE OF WORK & CHARGES

PERIOD OF CONTRACT – 1 Year

Horticulture Services for Avionics-Cum-Jeoc Complex - Entire Campus Area

DESCRIPTION	MONTHLY CHARGES (Rs)	GST	MONTHLY CHARGES (Incl. GST)
Horticulture Services for Avionics-Cum-Jeoc Complex - Entire Campus Area			
Annual Charges (Rs.)= Monthly Charges x12 (Including GST)	Rs.		
Annual Charges in words (Including GST)			

Authorised Signatory

**Tender For Horticulture Services for Avionics-Cum-JEOC Complex - Entire Campus Area,
Terminal 2, IGI Airport, New Delhi 110037**

Company
Seal

Terms & Condition governing the Price Bid

1.	The Price Bid of only of those Bidder(s), who are found to be meeting the Technical eligibility criteria as well as tech. bid format responsive for the subject Works shall be opened thereafter. The date of opening of the Price Bid shall be notified separately to the entire eligible & techno-commercial responsive Bidder. Bidder(s) can view Bid opening event in person or over online call at their end.
2.	The Price Bids of Bidder(s), who are not considered eligible and tech bid format responsive, shall not be opened. The decision of AIESL will be final and binding in this regard.
3.	The Price Bids of only those Bidders who qualify under the Criteria and comply with the other Tender requirements would be considered for Price bid evaluation.
4.	Price Bids should be submitted strictly as per the prescribed format only without any other conditions. Conditional price bids shall not be accepted.
5.	All the prices will be in Indian Rupees (in words and figures). In case of discrepancy, the amount in word will prevail.
6.	In case of discrepancy in the unit price and the total price, the unit prices shall be taken to arrive at L-1.
7.	No adjustment of the price quoted in the Price Proposal shall be made on account of any variations in costs of supply & services, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. No clauses for price fluctuations due to fluctuation of the Indian currency against any of foreign currency will be accepted during the period of the contract.
8.	The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the Tech Bid Opening and the contract. A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as nonresponsive.
9.	Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (zero) in all such fields.
10.	It is mandatory to provide the break-up of all components in the format as specified. The Price bid should include the unit price and proposed number of units for each component provided in the Price Bid.
11.	It is mandatory to capture all taxes including duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder and should be mentioned separately.
12.	The bid amount shall be inclusive of packing, forwarding, transportation, insurance, delivery, unloading of Equipment charges and any other charges as applicable.
13.	All costs incurred due to delay of any sort, shall be borne by the Bidder.
14.	AIESL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.
15.	AIESL reserves the right to ask the Bidder to submit analysis of rate and data sheet for the rates quoted in the Price bid by the bidder including break-up of price quoted.
16.	If the price for any of the service is not explicitly quoted in the price bid or mentioned as zero, it is assumed that the price for that element is absorbed in some other service element for which a price has been quoted and AIESL has the right to source services for which no price was quoted or quoted as zero at no additional price.

Tender For Horticulture Services for Avionics-Cum-JEOC Complex - Entire Campus Area, Terminal 2, IGI Airport, New Delhi 110037

17.	If taxes or any other applicable charges are not indicated explicitly, they are assumed to be bundled within the prices quoted and unbundling of these charges will not be entertained either during evaluation or while signing the contract.
18.	Bidder must submit Price proposal in the format as prescribed. Any deviation proposed by the bidder will make the bid liable to be rejected.
19.	The costs quoted should be individually classified under “Recurring” and “Non-Recurring”. All such costs would be considered for evaluation of the price bids.
20.	It will be the responsibility of the bidder to comply and pay all taxes / levies / duties in the country of origin as well as in India, as applicable for the entire contract.
21.	The prices quoted in the commercial bid must be exclusive of all applicable taxes and duties. The taxes and duties components applicable in the country of origin of the Bidder as well as that applicable in India for all the items of commercial bid format should be indicated clearly and separately in the Commercial Bid. In case, no taxes are applicable, it should be indicated as ‘NIL’ or ‘Zero’ in the commercial bid format.
22.	Withholding tax (applicable to foreign bidders) and TDS (applicable to Indian bidders) shall be deducted by AIESL on all payments, as per applicable Government of India rules & regulations.
23.	Any increase in taxes / levies / duties in subsequent years will be reimbursed by AIESL on submission of proof of payment by the bidder. Similarly, in case of any reduction in the taxes / levies / duties from the present level, the benefit will be passed on to AIESL.
24.	In case, any new taxes/ levies/ duties are introduced in future by the Government in the country of origin or in India during the period of the contract, the same shall be reimbursed to the bidder by AIESL on submission of proof of such payments.
25.	Unconditional discounts and credits, if any, would be adjusted in the total bid price for price comparison.
26.	Conditional discounts and credits, if any offered in the Price bid, will not be considered for price comparison.
27.	Representations, if any, for modifications to the price quoted in the Price bids will not be entertained after opening of the Tender.
28.	AIESL will award the PO/LOA to the Bidder who has offered the lowest evaluated Bid price criteria, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Bid evaluation and eligibility criteria; (b) determined substantive responsive.
29.	AIESL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed of the same by AIESL unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific, or economic interest of the state or lead to incitement of an offence.

(Must enclose with TB part- I)

Annexure 7

DECLARATION

(to be given on Company's Letter Head)

(If not attached / Noncompliance will lead to disqualification)

To
G.M. (Engineering)
AI Engineering Services Limited, Delhi,
New Avionics Complex, IGI Airport, T2, Delhi
India- 110037

Sub: Declaration

Ref: Tender No.:

.....

I/We..... hereby confirm that our Firm/Company/Group/Group
Company has not been black listed / debarred by AIESL or any of the State Government or Central
Government of India and its subsidiary.

Place:

Signature of Bidder.....

Date:

Name

Designation

Seal/Stamp

**Tender For Horticulture Services for Avionics-Cum-JEOC Complex - Entire Campus Area,
Terminal 2, IGI Airport, New Delhi 110037**

(Must enclose with TB part- I)

Annexure 8

UNDERTAKING

(from bidder (On Bidders Letterhead))

(If not attached / Noncompliance will lead to disqualification)

To
G.M. (Engineering)
AI Engineering Services Limited, Delhi,
New Avionics Complex, IGI Airport, T2, Delhi
India- 110037

Sub: Undertaking

Sir,

Having examined the bidding documents, I/we undersigned, offer to supply, and deliver **Horticulture Services for Avionics-Cum-Jeoc Complex - Entire Campus Area, Terminal 2, IGI Airport, New Delhi 110037** in conformity with the said bidding documents as per the prices given in the price Bid(s). We undertake, if our Bid(s) is accepted, to commence and complete the delivery of services specified in the tender from the date of receipt of PO/LOA.

I/We agree to abide by this Bid(s) for a period of 120 days from the opening of Technical Bid(s) (Part- I). It shall remain binding upon us and may be accepted at any time before the expiration of that period, until a formal LOA is prepared and executed, this Bid(s), together with your written acceptance thereof, shall constitute a binding contract between us

Place:

Signature of Bidder.....

Date:

Name

Designation

Seal/Stamp

(Must enclose with TB part- I)

Annexure 9

Chartered Accountant's Certification for Turnover (To be given on company letterhead)

(If not attached / Non-compliance will lead to disqualification)

I, C.A (Name) _____ membership number _____

Have verified the P&L account, balance sheet, Income details as per the documents /records

Submitted for verification and hereby certify that the Turnover of

M/s. _____ (the Bidder's name) for the last three years
for services as mentioned below:

1) FY 2021-22

2) FY 2022-23

3) FY 2023-24

Date:

Signature of C.A &

Place

Seal

AIESL
AI ENGINEERING SERVICES LIMITED

**Tender For Horticulture Services for Avionics-Cum-JEOC Complex - Entire Campus Area,
Terminal 2, IGI Airport, New Delhi 110037**

(To be Provided by Successful Bidder before LOA)

Annexure 10

PERFORMANCE BANK GUARANTEE /SECURITY DEPOSIT FORM

To
G.M. (Engineering)
AI Engineering Services Limited, Delhi,
New Avionics Complex, IGI Airport, T2, Delhi
India- 110037

Sub: Performance Bank Guarantee /Security Deposit Form

Whereas (Name and address of the bidder) (Hereinafter called “the service provider”) has undertaken, in pursuance of contract no..... datedto provide **Horticulture Services for Avionics-Cum-Jeoc Complex - Entire Campus Area, Terminal 2, IGI Airport, New Delhi 110037** (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 Bank, hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum, or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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 2025.

(Signature of the authorized officer of the Bank)

**Name & Designation of the Officer
Name & Address of the Bank Branch**

(Must enclose with TB part- I)

Annexure 11

ACCEPTANCE OF TERMS AND CONDITIONS

(To be printed on bidder's company letter head and submitted along with Technical Bid(s) (Part- I))

To
G.M. (Engineering)
AI Engineering Services Limited, Delhi,
New Avionics Complex, IGI Airport, T2, Delhi
India- 110037

Sub: Acceptance of Terms and Conditions

- 1) I/We have carefully gone through and have understood and hereby agree to unconditionally abide by all the terms and conditions, required work scope/services details governing the Tender.
- 2) I/we hereby confirm that I/we are authorized to sign Bid(s) documents and the information given in the Tender is true and correct to the best of my/our knowledge and belief and nothing material is concealed.
- 3) Rates quoted by us in the Price Bid(s) Format will remain firm for a period of 120 days from the date of opening of the Technical Bid(s) (Part- I).
- 4) We confirm that the prices/ rates and taxes as quoted by us in the Price Bid(s) are final and no additional Cost shall be applicable to AIESL. We also confirm that there is no hidden cost to AIESL over and above those indicated in the Price Bid(s) format.
- 5) In case AIESL decides to place contract on us, we agree to maintain our quoted rates firm till completion of the Contract.
- 6) We confirm that the benefit of reduction in Statutory Taxes/Levies, if any arising during the Contract Period, if awarded in our favor would be passed on to AIESL wherever applicable.
- 7) I/we confirm that /we do not have any relative who is an employee of AIESL or its subsidiaries and is likely to benefit us during the Award/implementation of the Contract.
- 8) 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. AIESL will have the sole discretion to do so, and such cases cannot be referred for arbitration.

Place:

Signature of Bidder.....

Date:

Name

Designation

Seal/Stamp

**Tender For Horticulture Services for Avionics-Cum-JEOC Complex - Entire Campus Area,
Terminal 2, IGI Airport, New Delhi 110037**

(Must enclose with TB part- I)

Annexure 12

LETTER OF AUTHORIZATION FOR SITE VISIT

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

To
Executive- HR, NR
AI Engineering Services Limited, Delhi,
New Avionics Complex, IGI Airport, T2, Delhi
India- 110037
Subject: Letter of Authorization for site visit.

The following person(s) are hereby authorized to visit the site at the address:

Executive- HR, NR
AIESL NR, A320 NAC, IGIA T2, New Delhi India 110037

Sr. No	Name	E-mail ID	Contact No.	Signature
1)				
2)				

Place:
Date:

Signature of Bidder.....
Name
Designation

Seal/Stamp

Place:
Date:

Signature of AIESL user department.....
Name
Designation

Seal/Stamp

Note:

- The authorized representatives must carry a valid photo identity.
- Site visit Timing: 10:00 till 12:00 Hrs and 14:00 hrs to 15:30hrs Monday to Friday only

**Tender For Horticulture Services for Avionics-Cum-JEOC Complex - Entire Campus Area,
Terminal 2, IGI Airport, New Delhi 110037**

(Must enclose with TB part- I)

Annexure 13

SECURITY DEPOSIT DECLARATION FORM

(To be submitted in Bidder's Company Letter Head duly signed and stamped)

To

D.G.M. (PPMM)
AI Engineering Services Limited, Delhi,
New Avionics Complex, IGI Airport, T2, Delhi
India- 110037

Sub: Security Deposit Declaration Form

I/We, the undersigned declare that:

After qualifying for award of Contract for Tender No.for **“Horticulture Services for Avionics-Cum-Jeoc Complex - Entire Campus Area, Terminal 2, IGI Airport, New Delhi 110037** for a period of 01 Years. We will deposit 5% (Five percent) of the total value of the Contract towards interest free Security deposit, within two weeks of receipt of the Contract/LoA).

The Security Deposit will be paid by online mode through ECS (NEFT / RTGS) as per details below:

Beneficiary Name	AI Engineering Services Limited, Delhi
Bank Name	State Bank of India (Main Branch)
Branch	11 Sansad Marg, New Delhi- 110001
A/c No	33029526378
IFSC Code	SBIN0000691
Payble at	New Delhi

Place:

Signature of Bidder.....

Date:

Name

Designation

Seal/Stamp

-----End of Document-----