

AI Engineering Services Limited

NTA, NSCBI Airport, Kolkata-700052.

Internal Tender Ref. No.: KOL-PUR/AIESL/NS/140-25

Date: 11/06/2025

Tender for Annual Contract of installation, maintenance and repair of electrical fittings and fixtures including operation and maintenance of LT and HT electrical substations (6KV/11KV) of AI Engineering Service Ltd. and it's Sister Concerns, Kolkata.

The Tender document consists of the following:

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DISCLAIMER

- a) 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 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.
- b) 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 "Bids") 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.
- c) Each Bidder should conduct its own due diligence, investigations & analyses and should check the accuracy, adequacy, correctness, reliability & completeness of the assumption, assessment & information contained in this Tender and shall obtain independent advice from appropriate sources, at no cost to AIESL.
- d) 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.
- e) 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.
- f) AIESL in its absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information, assessment or assumption contained in this Tender, from time to time till the close date of the Tender.
- g) The Tender does not imply that AIESL is bound to select a Bidder or to appoint the Successful Bidder and AIESL reserves the right to reject all or any of the Bids or annul the tender process, without assigning any reason whatsoever at any time or abandon the procurement of Equipment and Services.
- h) 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.

SN	PARTICULARS	DETAIESLS
01.	Name of the Work	Tender for Annual Contract of installation, maintenance and repair of electrical fittings and fixtures including operation and maintenance of LT and HT electrical substations (6KV/11KV) of AI Engineering Service Ltd. and it's Sister Concerns, Kolkata.
02.	Estimated Cost	Rs. 1,22,70,835.00
03.	Earnest Money Deposit	Rs. 2,50,000.00
04.	Security Deposit	5% of Contract Value
05.	Availability of bidding documents	Can be downloaded from <u>www.aiesl.in</u> and available in GeM portal
06.	Tender document Fee	NIL
07.	Last date, Time and place for receipt of bids	As per GeM notifications, Bids will be accepted through GeM portal only.
08.	Validity of the Offer	One Hundred Eighty (180) days from the last date of submission of Bid.

Bid Details Summary

1. Introduction:

AI Engineering Service Limited (AIESL), a Govt. of India undertaking company engaged in aviation MRO (Maintenance, Repair and Overhaul) business; invites Tenders, under Two Bid System i.e. Technical Bid and Financial Bid, from recognized and registered firm / company engaged in the field of electrical installation and maintenance, having a minimum experience of 03 (Three) years in work related to subject requirement, to provide the subject service at AIESL & AIASL (AI Airport Services Limited) a sister concern of AIESL under the ministry of Civil Aviation (MoCA). Intending service providers fulfilling eligibility criteria as detailed in the Tender Document may apply as per the prescribed Tender Document through GeM.

2. The Tender

- a) Bidders must read the complete '**Tender Document**'. Bidders must go through the complete Tender Document for details before submission of their Bids.
- <u>Availability of the Tender Document</u>: The Tender Document shall be published in the Government E-Marketplace (GeM) Portal of Govt. of India. It shall be available also in AIESL website <u>www.aiesl.in</u> as mentioned on GeM Portal.
- c) <u>Clarifications</u>: The Prospective Bidders may post their query regarding the Tender Document (if any) in GeM Portal. For pre-bid meeting and site visit, Bidders are to contact through email <u>surajitroy.1989@aiesl.in</u> and <u>arvind.p@aiesl.in</u>.

Further, all intending Bidders are advised to visit all work centers, LT and HT electrical substations(6KV) of AIESL, at NTA, Dum Dum, Kolkata to assess the quantum of work.

3. Eligibility Criteria for Participation in this Tender:

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfill the 'Eligibility' criteria. Bidders should meet the eligibility criteria as on the last date of bid submission and should continue to meet these till the award of the contract. Bidder shall be required to fulfill the eligibility criteria as defined in <u>Annexure-I.</u>

4. Submission of Bids:

- a) Bids must be uploaded by the Bidders on GeM portal before the deadline set for submission of bid as mentioned on GeM Portal. Bidders must comply with the conditions of the GeM Portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
- b) Bidder must submit the bid complete in all respect, in the absence of which bid may be rejected. Hard copy of the Tender documents shall not be accepted.

5. Bid Opening

Bids received shall be opened online at the specified date and time mentioned on GeM portal.

6. INSTRUCTIONS TO BIDDERS

Annexures / Forms (To be filled, signed, and uploaded by Bidders): Please relate the following Annexures / forms to the corresponding Sections:

- I. ELIGIBILITY CRITERIA FOR THE BIDDERS
- II. SCOPE OF WORK
- III. TECHNICAL-BID FORM
- IV. EXPERIENCE DETAILS
- V. BIDDER'S CHECKLIST
- VI. FORMAT FOR SUBMISSION OF UNDERTAKINGS
- VII. NON-DISCLOSURE AGREEMENT FROM THE BIDDER
- VIII. BID SECURITY DECLARATION FORM
- IX. PRICE-BID FORM

Note: Annexure VII: Non-Disclosure Agreement to be submitted by the successful bidder.

7. Purchase Preference Policies of the Government

AIESL reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

- a. Bidders from Micro and/ or Small Enterprises (**MSEs**) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- b. Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20/212014-PPD dated 25.07.2016 and subsequent clarifications.

8. Bid Prices

a. Price Bid (Annexure IX)

- 1) Bidders are to quote value of each line item on GeM portal in Price Bid uploaded by AIESL. In case of any discrepancy between rates mentioned in figures and words, the later shall prevail.
- 2) Bidders shall fill in their rates other than zero value. Bid will be liable to be rejected if bidder has filled Rs. 0 (zero) for any line item.
- 3) The quoted price shall be considered to include all relevant financial implications.

9. Downloading the Tender Document; Corrigenda and Clarifications

a. Downloading the Tender Document

The Tender Document shall be published on GeM Portal and be available also on AIESL website <u>www.aiesl.in</u> for download. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

b. Corrigenda/ Addenda to Tender Document :

Before the deadline for submitting bids, the AIESL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same Page manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda / addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the GeM Portal/AIESL website for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, AIESL may suitably extend the deadline for the bid submission, as necessary. After AIESL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

c. Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document / site visit request through GeM Portal, provided the queries are raised at least 72 hours prior to final submission time of bid. The response to the clarifications (if any) shall be shared on the GeM portal. Any modification of the Tender Document that may become necessary in view of response given to the clarification; shall be made by AIESL through issue of Addendum/ Corrigendum.

10. Rejection of Bids (Technical-Bid & Price-Bid):

The Technical & Price-Bids received in response to this Tender will be rejected, without evaluation, on the following grounds:

- a) If the Technical-Bid and / or the Price-Bid (only of technically qualified Bidders) has been received after due date and time.
- b) If the Technical-Bid and / or the Price-Bid have been received by email.
- c) If the Technical-Bid and / or the Price-Bid have been received unsigned / incomplete.
- d) If the Technical-Bid and / or the Price-Bid have not been received.

- e) Price Bid received along with Technical Bid.
- f) If the price bid is attached with the technical bid or if any type of price quote has been given in the technical bid.
- g) Tenders, not accompanying required information and documents are liable to be rejected. Any request for subsequent submission of any information / documents may not be entertained. However, AIESL can ask for information / documentation from the Bidders.
- h) Conditional Bids (Technical / Price-Bid) would not be accepted and shall be rejected.
- i) Bids not filled in the manner and as per formats, shall be rejected.
- j) Bids not fulfilling the Eligibility criteria as specified in the Tender shall be rejected during technical evaluation.
- k) In case both the Tender Forms, i.e. Part-A (Technical Bid) & Part-B (Price Bid of only technically qualified Bidders) not received in required format.
- 1) If the Bids are submitted in different names.
- m) Ineligible Bids shall not be entertained, and the decision of AIESL in this regard would be final. No correspondence in the regard will be entertained.
- n) If EMD not submitted(if applicable).
- o) Proprietorship Firm / Partnership Firm / Company under same management cannot submit more than one bid. Violation of this condition will result in rejection of the tender.

11. Evaluation of Bids:

a. Technical-Bids:

The Technical-Bids would be opened first & evaluated for compliance of 'Eligibility Criteria' as specified in the Tender.

If deemed necessary, AIESL may seek clarifications on any aspect related to the Tender from the Bidder. AIESL reserves the right, at its sole discretion to seek whatever information, documents etc. from the Bidder as it may consider necessary for the purpose of evaluation of the Technical Bids. During the process of the evaluation of Technical Bids, no queries shall be entertained from the bidders with regard to the status of the evaluation.

b. Price-Bids:

"Price Bid" shall comprise the Price Schedule considering all financially relevant details, including Taxes and Duties as per Financial Bid Proforma.

The Price-Bids of only technically suitable Bidders, who qualify the 'Eligibility Criteria' of the Tender, would be opened on a later date.

c. Bid Validity

- 1. Price Offered by the Bidder should be valid for **180** days from the date of opening of the Technical Bid for consideration of AIESL.
- 2. A bid valid for a shorter period shall be rejected as non-responsive.
- d. If required, before the expiry of the original time limit, the AIESL may request the bidders to extend the validity period for a specified additional period. The request and the bidder's responses shall be made in writing or electronically or as per GeM portal. A bidder may agree to or reject the request. A bidder who has agreed to the AIESL's request for extension of bid validity, in no case, shall be permitted to modify his bid.

- e. It will be imperative for each Tenderer to fully acquaint himself with the local conditions and factors, which may have an effect on the execution of the Contract and/or the cost and submit bid accordingly.
- f. During the process of the evaluation of Bids, no queries shall be entertained from the Bidders with regard to the status of the Bids.

g. Extension of closing date / due date / time of Tender:

The date / time for submission of Bids and opening of Technical-Bids, may be extended at any time, at the sole discretion of AIESL.

12. Other terms & Conditions:

a) Rates :

i) Rates are to be quoted as per format of Price Bid enclosed as Annexure-'IX', considering Scope of work mentioned under Annexure-II.

ii) The Rate(s) quoted should be: **Inclusive of:**

All Government Taxes and Levies (except applicable GST and AAI Royalty / Levies for working in restricted area of NSCBI Airport, Kolkata), capital cost, all costs related to deployment of manpower, all costs pertaining to substitution on account of absenteeism of manpower, all costs on account of requirement of personnel during time -off, all costs on account of requirement of personnel during weekly off, cost on account of transportation charges, cost on account of provision of all tools / tackles, costs on account of provision for name badges, costs on account of payments pertaining to mandatory / statutory compliances costs on account of provision of mobile phone with connection, costs on account of AEP (Aerodrome Entry Permit) Charges and all other incidental and related charges in connection with providing subject service not mentioned herein.

And exclusive of:

Applicable GST and Airport Authority of India (AAI) Royalty for restricted area of NSCBIAirport.

- iii) Applicable GST (%) pertaining to rendering of such service is to be mentioned separately and will be paid by AIESL as per prevalent rules.
- iv) The applicable Airport Royalty pertaining to work in restricted area of Airport will be reimbursed by AIESL on actual subject to a maximum limit of 13% (if applicable) of the invoice value raised for job done at the corresponding Airport area against copy of proof of payment duly endorsed by the authorized signatory of the successful bidder along with copy of invoice from the concerned agency. **No other charges shall be admissible.**
- v) Cost of deployment of Electrician for any additional job not mentioned in the Tender, if required, will be paid extra on the basis of Per Electrician / Per hour / per day, based on the rate quoted in the price bid and agreed to by AIESL and subject to certification by AIESLAuthority.
- vi) Any imposition of any new statutory Govt. Tax and Levy during subsistence of the contract, pertaining to rendering of such service will be charged to AIESL account. The successful bidder will have to provide proof of such applicability and payment to AIESL for incorporating necessary amendment in the contract and subsequent re-imbursement.
- vii) Rate Negotiation:

It is not the general practice of "AIESL" to carry out Post Tender Negotiations. Therefore, Tenderers 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.

- b) In case, if it is found at any stage, that, the information provided are not true, the Tender/LOI/LOA shall be cancelled and appropriate damages shall be claimed from the tenderer/party, besides forfeiture of EMD/Security deposit.
- c) In case L1 service provider backs out either before issue of Contract / Letter of Intent or subsequent to its issue the L1 service provider will be sent on Holiday for a minimum period of 03 (Three) years. In addition, its Earnest Money Deposit / Security Deposit will also be forfeited.

d) Earnest Money Deposit (EMD)

i) The Tenderer shall deposit along with the technical bid, an Earnest money of Rs.2,50,000.00 (Rupees Two Lacs fifty thousand only) through payment gateway method to the AIESL's bank account, details mentioned below and upload the proof of deposit along with the technical bid. The Earnest money deposit will be refunded to the Bidders whose offers have not been accepted. EMD amount, in respect of successful Tenderer(s), will be retained till the period, Security Deposit/ Performance Bank Guarantee will be received.

Process to follow for submission of Earnest Money Deposit as below:

- a) Visit AIESL website <u>www.aiesl.in</u>
- b) Choose "**Payment**" option at the below of the site screen
- c) Choose "**Vendor**" option
- d) Fill up relevant compulsory fields to proceed further for requisite EMD amount payment.
- e) Take screen shot/print out after successful payment made

ii) Tenders without the EMD shall be rejected.

iii)EMD will not carry any interest.

- iv)In case a tenderer 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.
- v) EMD of the Tenderers, who do not qualify in the 'Technical Bid', will be refunded to them within two months of the award of contract.
- vi)EMD in respect of the successful Tenderer can be adjusted against Security Deposit/ Performance Bank Guarantee.

e) Exemption from submission of Earnest Money Deposit (EMD):

As mentioned in Section 7(4) of Ministry of MSME's Notification No.S.02119 (E) dated 26th June, 2020 an enterprise registered with any other organization under the ministry of MSME shall register itself under Udyam Registration with effect from 01.07.2020. The <u>MSEs</u> registered under Udyam Registration are exempted from payment of Earnest Money Deposit (EMD). The MSME Certificate that is to be submitted by the vendor shall be of relevant current period, comprising of such similar nature of business as mentioned in Bid document.

f) **Price Preference:**

Since tender item cannot be split or divided, etc. the MSE quoting a price within the band L1 + 15 % may be awarded the complete / full contract subject to the condition that the MSE will supply the required services of installation, maintenance and repair

of electrical fittings and fixtures including operation and maintenance of LT and HT electrical substations for AIESL by bringing down their price to L1 price in a situation where L1 price is from a Party other than a MSE.

g) Validity to avail Exemption / preferences shall be available only if:

The MSEs registered for the particular trade / item for which the Tender is relevant, would be eligible for exemption/preference.

The registration certificate issued under Udyam Registration must be valid as on close date of the Tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.

The MSEs who have applied for new registration or applied for renewal of registration under Udyam Registration but have not obtained the valid certificate as on closing date of the Tender, are not eligible for exemption / preference.

j) GENERAL TERMS AND CONDITIONS (GTC)

- i. The "Bidder" / "Contractor"/ "Service Provider" and/or "Party", as used in the Tender document, shall mean the one who has signed the tender form and submitted the quotation in response to our tender notice.
- ii. The **"Successful Bidder"** as used in the Tender Document shall mean the one who has been declared as: a) Lowest Bidder, b) Whose tender is under consideration for issue of Letter of Intent (LOI) or Letter of Award (LOA), c) Received Letter of Intent and d) Awarded Contract for commencement / execution of services.
- iii. It is further clarified that any individual signing the tender or other documents in connection with the tender must certify whether he signs as:
 - a. A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
 - b. A **partner** of the firm if it is a partnership & must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the tender should be signed by all the Partners.
 - c. **Constituted attorney** of the firm, if it is a Company.
 - d. **Authorized signatory** of the firm. The letter of authority must be attached with the technical bid.
- iv. **Period of contract**: 3 (Three) years from the date of award of the contract. The initial Contract period will be of Three (03) Years, subject to satisfactory performance of the Service Provider on the discretion of AIESL. The continuity of the Contract shall depend on satisfactory performance of the Service Provider which shall be reviewed from time to time. The observations of AIESL on performance shall be unchallengeable and final. The validity of Contract comes to an end IPSO FACTO by efflux of time, unless or otherwise renewed / terminated.
- v. Bidder should not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/unethical/ anticompetitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition. To determine whether there has been an occurrence of act of conflict of interest, the decision by the Competent Authority, AIESL shall be final and binding.
- vi. The Technical-Bids shall be evaluated on the basis of details and documents provided by the Bidders for example Check List or other documents in support of Eligibility Criteria Annexure-I and Technical Bid, Annexure-III.

- vii. The Price-Bids of only technically qualified Bidders shall be opened at a later date. Intimation shall be sent to technically disqualified Bidders as per GeM.
- viii. Tenders should be filled in prescribed forms only and be duly signed and stamped.
 - ix. Technical-Bid prepared by the Bidder, shall contain all requisite information along with self-attested supporting documents to be uploaded as per details given in the **Annexure III** Technical-Bid.
 - x. All prices be clearly written / typed both in words and figures without any overwriting. Overwriting, if any, should be counter signed by the Bidder. In case of any discrepancy, the amount written in words shall be considered as final for the purpose of evaluation of the Price-Bid.
 - xi. Bidders are advised to study the Tender document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications.
- xii. Bids should be unconditional. In case of any condition, the Bid shall be treated as disqualified and shall be rejected.
- xiii. The Tender and resultant Contract is CONFIDENTIAL and anything contained in this document, shall not be disclosed in any manner, whatsoever. The undue publicity by the Bidder regarding confidential process of the Tender may result in the rejection of their Bid / Contract.

h) Acceptance and Execution of Contract:

- i) The Successful Bidder has to convey acceptance of LOI/LOA/Contract within 05(Five) days from the date of issuance of the same.
- ii) The successful Bidder has to execute the contract within 15 (Fifteen) days from the date of issuance of LOI/LOA/ Contract by commencing the services.
- iii) In case the successful Bidder is unable to commence the complete services as per work scope as detailed in Annexure-II within 15 (Fifteen) days from the date of issuance of LOI /LOA/ Contract, AIESL, shall be intimated the reasons for the same.
- iv)In case the reasons for delay of commencement of the services are not convincing, AIESL shall have a right to cancel the LOI /LOA/ Contract and shall be free to make alternate arrangements and the successful Bidder will be sent on Holiday for a minimum period of 03(Three) years. In addition its Security Deposit would also be forfeited.

i) Scope of Work and Location for rendering services:

- i. Scope of work including Technical requirement for installation, maintenance and repair of electrical fittings and fixtures including operation and maintenance of LT and HT electrical substations (6KV) of AI ESL, Kolkata as detailed in Annexure-'II'.
- ii. Location for rendering services as detailed in Annexure 'II'.
- iii. The timing for Electrician deployment is given in Annexure II. However, the timings as mentioned in Annexure-II are indicative and in case the jobs to be carried out under this contract require deployment of any other personnel during any other period including in the night, the successful Bidder shall accordingly arrange to deploy the personnel at additional cost on per person / hourly /daily basis based on the rate quoted in the price bid and agreed to by AIESL asper the requirement indicated by the authorized official of AIESL.
- j) **BID SECURITY DECLARATION**: The Bid Security declaration form attached as

Annexure-VIII should be duly filled up and submitted along with the tender in the Technical Bid.

k) UNDERTAKINGS by the Successful Bidder:

The Tenderer has to give following undertakings and shall abide by it if the Tenderer become successful and contract is awarded to him :

- i) I/we have gone through and understood the General Terms & Conditions, Eligibility Criteria & Scope of Work and Specifications governing the tender and shall abide by all of them.
- ii) I/We will provide services as per requirement of AIESL and as per scope of work of the tender.
- iii) The Bidder must give an undertaking along with the Technical Bid that in case LOI / LOA/Contract is awarded by AIESL, the bidder shall be solely responsible to adhere to and comply with the provisions of all statutory compliances / regulations wherever applicable for offering the subject service to AIESL & its sister concerns and / or applicable to his employees, whether directly engaged or otherwise and shall keep AIESL & its sister concerns and any other agency carrying out works on behalf of AIESL & its sister concerns indemnified and harmless against any and all costs, consequences, litigations, damages, penalties, risks and proceedings that may arise on account of any violation of or non- compliance with any provision of any of the statutory compliances / regulations by the bidder, his agents, servants or any other persons acting or claiming to act on his behalf. AI ESL or its sister concerns shall not be responsible for any such statutory compliances / regulations which the bidder has to comply. In case the bidder fails to comply with any statutory / taxation liability under appropriate law as applicable to them, their personnel deployed for AIESL / AIESL sister concern job and / or the services rendered and as a result thereof AI ESL / AIESL sister concern is put to any loss / obligation monetary or otherwise, AI ESL or its sister concerns shall be entitled to get itself reimbursed out of the outstanding bills or the Security Deposit of the bidder to the extent of the loss or obligation in monetary terms. In case the amount available through outstanding bills and / or the Security Deposit is not sufficient for such reimbursement, the successful bidder has to pay the deficient amount to AI ESL on demand.
- iv) The Bidder must give an undertaking that the complete work of "Installation, maintenance and repair of electrical fittings and fixtures including operation and maintenance of LT and HT electrical substations (6KV) of AI ESL, Kolkata" as per the Work Scope and at the locations detailed under Annexure-II as given in the Tender shall be made effective / operational as per details provided under Clause no.-h,(ii), page-10 of General Terms and Conditions.
- v) The Bidder must give an undertaking that, he / they do not have any relation with an Employee of AIESL or its sister concerns and is likely to benefit them during the Award /implementation of the LOI /LOA/ Contract. He / they also indemnify that any subsequent detection of direct or indirect beneficiary of any application / award of any contract to any employee of the organization may result in disqualification/ termination as the case may be. AIESL or its sister concerns will have the sole discretion to do so and such cases cannot be referred for arbitration.
- vi) The Bidder must give an undertaking that they shall keep AIESL & its sister concerns harmless and indemnified against any cost, consequences, litigations, penalties or proceedings arising out of any violation of any law whether State or Central that may for the time being be in force, or of any law, rule or regulation of any local or municipal authority, as well as against acts of negligence, theft, fraud, dishonesty or any other act of omission or commission whether intentional or otherwise, committed by the successful bidder, his agents, servants or any other persons acting or claiming to act on his behalf.
- vii) The Bidder must give an undertaking that they shall, at their own risk and cost, ensure

that the personnel deployed by them for the job under this contract are insured against all attendant risks that may be associated with the job. AIESL & its sister concerns shall not be responsible in any manner for any injury to their personnel engaged in the AIESL / AIESL sister concern premises or for the loss or damage of any material belonging to them placed within the premises of AIESL / AIESL sister concerns.

viii) The Bidder must give an undertaking that their firm/company is not registered in the name of AIESL or its sister concerns' employee / in the name of such partner or his / her family member as owner / proprietor.

Note:

Self-attested copy of documentary proof as required above must be furnished along with Technical bid and in case the required information and documents with the Technical bid are not furnished, the tender is liable to be rejected.

- ix) The technical suitability of Bidder and award of work would be subject to compliance of the eligibility criteria & undertakings and the LOI / Contract would be withdrawn, if these requirements are not fulfilled.
 - x) Bidder shall give the official mailing Address, Telephone No., E-mail to which all correspondences shall be sent by AIESL. If address is changed, the same shall be intimated / notified to AIESL immediately.
 - xi) Wherever deemed necessary, AIESL may seek clarifications on any aspect from the Bidder.
 - xii) Any notice by one Party to the other pursuant to the Contract, shall be sent in writing to the address specified for that purpose in the Contract.
 - xiii) That employees deployed for AIESL/ AIESL's sister concern's duty shall be the employees of the service provider and none of them shall claim employment in AIESL / AI ESL's sister concern. The responsibility of discipline/conduct of the employees in all respects shall be solely on the service provider. AIESL / AI ESL's sister concern will, in no way, be responsible for violation of any rules/regulations/ instructions of the concerned agencies and/or for any loss or damage caused by the workmen deployed by the service provider and any such loss or damage will be compensated/borne by the service provider.
 - xiv) Contract Labour (Regulation & Abolition) Act License: That all the provisions of the contract Labour (Regulation and Abolition) Act 1970 and rules made there under shall be complied with by the successful Tenderer, if the same are/become applicable to these services and in case contract is awarded to them. The successful Tenderer shall obtain applicable licenses / Registrations at their own cost and initiative from concerned authorities within 15 days of receipt of LOI / LOA/Contract (wherever applicable).
 - xv) **ESI & PF registrations**: Must have valid ESI & PF Registration at the time of application of the tender, which must be submitted along with Technical Bid. ESI & PF Registration must be validated during the contractual period.
 - xvi) **Verifications of Licenses/Registrations**: That the registrations and licenses under all the applicable local and central taxes and laws and to be specified separately under each applicable Tax/Law/Act. (i.e. Goods and Service Tax / Provident Fund Act / Establishment Act /Income Tax Act, etc.) shall be produced for verification / checking of AIESL or to the third party authorized by AIESL / Law abiding agencies of Govt. of India.
 - xvii) Tenderers have to obtain clearance from Bureau of Civil Aviation Security (BCAS) / respective Airport Authority (AAI) for rendering the services inside the Airports at their own cost and confirm within 15 days from issuance of LOI/LOA that the process for obtaining such clearance has been initiated and evidence to be provided in this regard.
 - xviii) The Bidder would also provide an undertaking that the spot checks can be conducted by AIESL / AI ESL's sister concern /third party authorized by AIESL, anytime for verification of quality of work / antecedents / credentials, etc. The shortcomings found, if any, would be overcome by the Service Provider within seven days time, failing which AIESL shall be at liberty to impose penalty / cancel the Contract.
 - xix) That the information given in the Technical Bid Form (Annexure III) is true to the best of knowledge of the tenderer and nothing is concealed, and will be signed by the authorized

signatory of the tenderer's Co./Firm.

I) Sub-Contracting:

- a. The Service Provider shall not sub-Contract the work or any part thereof, to any other person, concern, firm or company.
- b. Sub-Contracting may lead to termination of the Contract with immediate effect without any liability on AIESL / AI ESL's sister concern and also without prejudice to any other rights which AIESL may have against the Service Provider under the Contract.

m) Payment of Bills:

- i) The successful bidder shall, by the seventh day of the following month, furnish his monthly GST compliant invoice (yearly rate quoted / agreed to be equally divided into 12 parts for the purpose) to the office of Engineering Facilities & Plant Maintenance (EF&PM), AIESL, for verification, certification and subsequent submission to the office of Executive-Finance, AIESL, NTA, Dum Dum, Kolkata for payment action. PAN, GST Registration Number of AIESL & Service Provider and HSN / SAC Code should be mentioned in each bill raised and the bill should clearly indicate the basic rate and the applicable taxes e.g. GST etc. separately.
- ii) AIESL shall pay monthly bills by an ECS / NEFT / RTGS clearance within **30** days of acceptance of the Bills by AIESL for the undisputed amount.
- iii) The payments shall be made after deduction of all applicable taxes including tax deduction at source (TDS).
- iv) Delay in payments on account of wrong billing / incomplete billing / late submission of the bills, etc. shall be the responsibility of the Service Provider.
- v) The Service provider shall provide a register to note daily attendance of their personnel which will be maintained in the office of EFPM.
- vi) In case AIESL is not able to claim input GST credit on account of any fault, omission or noncompliance by the Service Provider, the Service Provider shall take prompt corrective action to ensure that the AIESL is able to claim input GST credit. Till such corrective action is taken, the AIESL reserves the right to withhold the payments to the extent of GST credit. However, if the AIESL is not able to claim input GST (In spite of the corrective actions takenby the vendor), then the AIESL shall reserve the right to permanently withhold payment to the extent of GST.

n) Security Deposit (SD):

The successful Tenderer will deposit 5% of the total contract value after adjusting the amount of EMD, as Security Deposit with AIESL through payment gateway method to the AIESL's bank account. Detailed steps for SD/PG amount submission are mentioned under **clause no.-12, d) page-8** and upload the proof of deposit, within 2 (Two) weeks of issue of LOI / LOA to ensure satisfactory performance of the Contract. Alternatively, Bank Guarantee (BG) from a Scheduled Bank, in lieu of the said amount, will be accepted as Security Deposit. The validity of the SD / BG will be till 60 days of scheduled completion of all obligations under the contract.

In case, SD is not deposited by the Contractor in time, the same amount would be adjusted from the initials bills.

In case of breach of Contract OR violation of any terms of the Contract, the SD may be forfeited.

The SD shall not bear any interest. The cost of submission of SD or execution of BG would be borne by the successful tenderer.

Security Deposit will be refunded 60 days after successful completion of all the contractual obligations by the successful Tenderer, subject to, however, deduction of penalties, if any, that may be leviable under the terms of the contract.

o) Recovery of Sum Due:

- i) Whenever under the Contract, any sum is recoverable from the Service Provider, AIESL shall be entitled to recover such a sum by appropriating in part OR fullfrom the SD already deposited by the Service Provider.
- ii) In the event of the said SD being insufficient, the balance OR the total amount recoverable, as the case may be, shall be deducted from any sum due to the Service Provider. Should this amount also be insufficient to cover the amount recoverable, the Service Provider shall pay to AIESL, the balance amount, if any, within **15 days** of the demand by AIESL.
- iii) If any amount due to AIESL is so set off from the SD, the Service Provider shall have to make good the said amount of the SD equal to the original value immediately and in any case, not later than 15 days of intimation sent by AIESL.
- p) Selection of the party for awarding the contract will be at the sole discretion of AIESL, and such selection will be final and binding. AIESL authorities reserve the right to inspect the premises / infrastructure of the bidder and to verify the documents submitted along with the bid in original and in case of any deficiency found either during the inspection or during the verification of the documents, the bid of the concerned party is liable to be rejected.
- **q**) The successful bidder and / or his supervisor shall take instructions with regard to day-to-day work from the responsible officer of EF&PM, AIESL.
- **r**) Any personnel deployed in the night or after the close of office hours or on Sundays / Holidays will report to the Security section of AIESL at NTA before commencing the work and will keep the Security section of AIESL informed of their where about and exact location in the AIESL premises.
- s) The successful Bidder will provide one mobile telephone with connection to the personnel deployed in the night / morning & afternoon shift and to the Supervisor deployed in the normalworking hours. The cost of the mobile phone(s) along with connection will be borne by the successful Bidder only.
- t) All tools & tackles required for carrying out day-to-day jobs are to be arranged by the successful Bidder at his cost and no assistance shall be sought from AIESL /any of AIESL'sister concerns in this regard.
- **u**) All electrical connections and installations must be done as per I.E. Rule and for any violation in this regard the successful bidder shall be held solely responsible.

13. Compliance of Safety and Security Regulations:

a. The successful bidder shall at his own cost and initiative obtain Photo Identity Cards Aerodrome Entry Permit (AEP) from the Bureau of Civil Aviation Security (BCAS) / AirportsAuthority of India (AAI) for his personnel deployed for AIESL job under this contract, to enable them to enter the Restricted Area of NSCBI Airport. For obtaining Entry Permit / AEP, a Security Training is mandatory as per BCAS / AAI rules. For arranging such training and for facilitating issuance of Entry Permit / AEP for their personnel the successful Bidder has to contact the **Office of Regional Security Officer (RSO), Security Department, AIESL, NTA, Dum Dum , Kolkata 700052. DIB clearance is mandatory for obtaining** Entry Permit / AEP and has to be arranged by the successful Bidder at their own cost and effort.

- b. The successful bidder shall also obtain entry permit(s) from **Office of Regional Security Officer (RSO), Security Department, AIESL, NTA, Dum Dum, Kolkata 700052** for his personnel to enter non-restricted areas of AIESL / AIESL sister concerns' premises and ensure that his personnel display their entry permits / Photo Identity Cards issued by AIESL Security office at all times while deployed in the AI ESL premises and/or the Operational areas.
- c. The successful bidder should obtain the requisite approval from Airport Authority of India (AAI) and Bureau of Civil Aviation Security (BCAS), Government of India before commencement of the work, as it has been made mandatory for any agency carrying out functions in the restricted areas of Indian Airport.
- d. The successful bidder shall ensure that all the safety and security regulations of AIESL, BCAS, AAI or any other agency associated with Airports activity are strictly adhered to and complied with by personnel deployed.
- e. Any violation of security regulations and indulging in illegal activities by their personnel will beat the cost/ risk of successful bidder.
- f. The successful bidder should ensure verification of character and antecedents of their personnel by Police before deployment, since Airport is "restricted area".
- g. The successful Bidder will have to submit to Security In-charge, AIESL, NTA, DumDum, Kolkata a letter of authority mentioning the Name, Staff No., Designation, Contact No., together with two passport size photographs of their service personnel who will carry out operation and maintenance service for records. Any change shall be informed to Security In-charge, AIESL, NTA, Dum Dum, Kolkata in writing within a week.
- h. The personnel so deployed must be in possession of photo identity cards provided by the successful bidder under their signatures, company's name and seal apart from PIC / AEP issued by BCAS / AAI for Airport entry to be shown if and when demanded by AI Engineering Services Ltd. officials.
- i. The successful bidder shall have a system to issue / retrieve PIC / AEP to their employees while they report / leave the AIESL / Airport premises, so as to ensure that their employees do not misuse the PIC /AEP.
- j. The successful bidder shall have a system to surrender the expired / lapsed / terminated employees PIC / AEP to the issuing authority.
- k. The successful bidder shall ensure that his personnel do not cause hindrance to the activities of AIESL and that they are properly turn out and conduct themselves with decorum while interacting with AIESL Employees or other personnel inside the AIESL premises.
- 1. The successful bidder shall not deploy such personnel whose previous work was not found satisfactory in the opinion of the responsible Officer of EF&PM.
- m. The personnel deployed by the bidder for this service will not indulge in any illegal/Anti-Social/Anti national activities.
- n. AIESL shall not be responsible for any injury sustained by service provider personnel during the performance of AIESL duties and also for any damage or compensation due to any dispute between them. Any expenditure incurred by the AIESL to tackle any such situation arising out of the conduct of deployed personnel or otherwise shall be deducted from the bills / security deposit of service provider.
- o. The personnel, deployed for the subject contract should be in neat, clean & properly pressed attire at the cost of the successful bidder.

14. Compliance of Statutory Provisions:

i) The Successful Bidder shall be solely responsible to adhere to and comply with the provisions of all mandatory and statutory compliances / regulations wherever applicable for

offering the subject service to AIESL / AIESL's sister concerns and / or applicable to successful bidder's employees, whether directly engaged or otherwise and shall keep AIESL / AIESL's sister concerns and any other agency carrying out works on behalf of AIESL indemnified and harmless against any and all costs, consequences, litigations, damages, penalties, risks and proceedings that may arise on account of any violation of or noncompliance with any provision of any of the mandatory and / or statutory compliances / regulations by the bidder, his agents, servants or any other persons acting or claiming to act on his behalf. AIESL/AIESL's sister concerns shall not be responsible for any such mandatory and statutory compliances /regulations which the bidder has to comply. In case the successful bidder fails to comply with any statutory / taxation liability under appropriate law as applicable to them, their personnel deployed for AIESL job and / or the services rendered and / or as a result thereof AIESL / AIESL's sister concerns is put to any loss / obligation, monetary or otherwise, AIESL / AIESL's sister concerns shall be entitled to get itself reimbursed out of the outstanding bills or the Security Deposit of the successful bidder to the extent of the loss or obligation in monetary terms. In case the amount available through outstanding bills and / or the Security Deposit is not sufficient for such reimbursement, the successful bidder has to pay the deficient amount to AIESL on demand. AIESL reserves the right to scrutiny records of payment of PF / ESI by the contractor.

- ii) AIESL /AIESL's sister concerns shall not be responsible for payment of wages and / or any other emoluments including provident fund or E.S.I. to the personnel / workers of the successful bidder so deployed and it shall be the sole responsibility of the successful bidder to make payment to the said personnel /workers and the successful bidder shall at all-time keep AI Engineering Services Ltd. (AIESL) /AIESL's sister concerns indemnified against any claim from its personnel/workers in this regard.
- iii) The successful bidder shall also keep AIESL & AIESL's sister concerns harmless and indemnified against any cost, consequences, litigations, penalties or proceedings arising out of any violation of any law whether State or Central that may for the time being be in force, or of any law, rule or regulation of any local or municipal authority, as well as against acts of negligence, theft, fraud, dishonestly or any other act of omission or commission whether intentional or otherwise, committed by the successful bidder, his agents, servants or any other persons acting or claiming to act on his behalf.
- iv) Contractors are required to procure adequate numbers of Safety Shoes, Hand Gloves, Safety harness, helmets, etc. for their personnel duly approved by Sr. AGM(EF&PM) before commencement of work at his own cost.
- v) The successful bidder shall, at their own risk and cost, ensure that the personnel deployed by them for the job under this contract are insured against all attendant risks that may be associated with the job. The successful Bidder must ensure all safety and precautionary measures while carrying out the maintenance job by their personnel. AIESL / AIESL's sister concerns shall not be responsible in any manner for any injury to their (contractor) personnel engaged in the AIESL premises or for the loss or damage of any material belonging to them placed within theAIESL premises. Necessary insurance cover against any untoward incident / accident for all the personnel deployed by the contractor at AIESL premises is to be arranged by the contractor at his own cost within three months of deployment.
- vi) The contract would be between AI Engineering Services Ltd. (AIESL) and the successful bidder and not with any individual. Neither any part of the contract nor any share or interest therein shall in any manner or degree be transferred / assigned or sublet by the service provider directly or indirectly to any person, firm or company whatsoever.
- vii) The successful bidder shall be solely responsible for the acts and deeds of their personnel deployed by them for the job. AIESL / AIESL's sister concerns will, in no way, be

responsible for violation of any rules / regulations / instructions of the concerned agencies and/or for any loss or damage caused by his personnel to AIESL/ AIESL's sister concerns and / or third party and any such loss or damage shall have to be compensated / borne by them.

- viii) Successful Bidder must deploy their own Supervisor to monitor the work allotted to them on day-to-day basis. Supervision of personnel provided by the successful bidder shall be their responsibility. The successful bidder shall ensure the quality of the job performed by their personnel and in case of any complaint, the bidder shall have to replace the concerned personnel. AIESL shall have right to refuse entry of any such personnel.
- ix) As far as possible, the successful bidder will engage same manpower for the job defined in the work-scope so that there is continuity of work and the job quality does not suffer.
- x) The personnel deployed by the successful bidder shall under no circumstances be deemed to be in the employment of AIESL/AIESL's sister concerns. There would be no obligation whatsoever on the part of AIESL/AIESL's sister concerns to absorb any of the personnel deployed on contract. The service provider/ successful Bidder shall be solely responsible for the personnel employed by him under the Agreement (if awarded). The service provider/successful Bidder shall also be responsible for any theft, dishonesty or disobedience and for any offence whether criminal or social that may be committed by his employees, agents, and those acting or claiming to act on his behalf.
- xi) The successful Bidder shall indemnify AIESL / AIESL's sister concerns for any loss or damage to their property, equipment or personnel directly or indirectly arising out of or resulting from the negligence of the personnel deployed by the service provider. Any loss or damages caused to the AIESL / AIESL's sister concerns property, equipment and personnel due to their operation / maintenance job will be recovered from the pending bills / security deposit of the successful Bidder.

15. General Conditions:

- a. The bidder shall be personally responsible for any theft, dishonesty and/or disobedience / acts and deeds on the part of the employee(s) so provided by him to provide this service.
- b. The bidder shall be solely responsible in respect of any claim, damages or other liabilities arising out of any incident/accident involving the employees deployed by him.
- c. Damage caused if any and claims arising out of any damages caused by the bidder/his staff in the course of rendering this service will be solely at the cost and risk of the bidder. AIESL or its sister concerns will not accept any responsibility what-so-ever in this regard.
- d. The staff deployed by the bidder to execute this service shall under no circumstance be deemed to be in AIESL's employment.
- e. The Bidder shall not engage any person below 18 years of age.
- f. The Bidder shall be the employer for his workers and AIESL will not be held responsible fully or partially for any dispute that may arise between the bidder and his workers.
- g. All notices and instructions given by either party under this contract to the other shall be in writing. For all correspondences, local address of the bidder shall be mentioned.
- h. Neither any part of the contract nor any share or interest therein shall in any manner or degree be transferred/ assigned or sublet by the bidder directly or indirectly to any person, firm or corporation whatsoever.
- i. AIESL shall not be responsible to provide any canteen/ medical facility / rest room to the personnel deployed for AIESL duty by the tenderer.

16. Indemnification:

- i. The Tenderer shall indemnify AIESL against payment of penalty/third Party claims/damages/loss of property of AIESL, AAI, passengers or any other party/penalty due to mishandling/misbehavior/careless on the part of personnel provided by the successful tenderer. The tenderer shall also indemnify for any liability arising out of any accident / incident involving his staff and shall reimburse any loss or damage to AIESL / concerned party. In case, any such amount is not deposited /paid to the concerned party and if AIESL is directed by any court of Law or Govt. of India to bear any such expenses on behalf of the service provider, the same shall be deducted from his monthly Bills/Security Deposit/Future payments due to the service provider if not made good to AIESL.
- **ii.** The Tenderer shall also indemnify to AIESL for making good any claim/ penalty/loss or damages including costs thereof in respect of any breach or violation on any of the provisions of any law including labour laws governing the employee of the tenderer. In case of failure to make good above losses/expenses to AIESL, the same shall be deducted from the monthly bills/security deposit/future payments due to the tenderer.
- **iii.** The Service Provider shall have to give an undertaking in their technical bid and also to indemnify that all employees deployed for AIESL duty shall be their permanent employees and none of them shall claim employment in AIESL. The responsibility of discipline of the employee in case of any complaint from AIESL shall be solely that of the service provider.

17. **PENALTY**:

Prompt – Punctual – Efficient, Safe, Courteous and Quality service is the essence of this contract.

- a) In case the successful bidder having been notified, fails to take remedial action within 3 days, AIESL may take remedial action without any further notice, at the successful bidders risk & cost and proceed for termination of the contract in accordance with the clauses as detailed under **"Validity of Agreement"** without prejudice to any other rights which AIESL may have on the successful bidder under the service contract.
- b) Quality of work and punctuality of executing the same are the essence of the contract. In case of non-performance of any work required to be carried out or any portion thereof, or if the quality of work performed is found to be substandard on inspection, the successful bidder shall ensure that the same is carried out / rectified forthwith upon the same being pointed out to them. In case the work or any portion thereof is not carried out, or the defective work is not rectified, even after the same is pointed out to the successful bidder, a **penalty** amounting to **Rs.300/-** per occasion shall be recovered from the successful Bidder and the successful Bidder shall be liable to pay the same forthwith to AIESL. In addition, AIESL may have such work carried out/rectified by making alternate arrangements including from its own resources, and the successful Bidder shall be liable to pay to AIESL the actual cost of carrying out / rectifying such works.
- c) Non deployment of adequate Electricians for covering entire work-scope will attract a penalty amounting to Rs.1000/- per occasion and the same shall be recovered from the successful Bidder and the successful Bidder shall be liable to pay the same forth with to AIESL. In addition, AIESL may get the resultant work on account of such short fall carried out / rectified by making alternate arrangements including from its own resources, and the successful Bidder shall be liable to pay to AIESL the actual cost of carrying out / rectifying such works.
- d) AIESL reserves the right to add / supplement any further conditions deemed necessary / mandatory during the contractual period.
- e) In case services are found to be unsatisfactory or there is breach of any of the clause of terms and conditions, the contract is liable to be terminated at one month's notice.
- f) In the event of violation of any contractual or statutory obligations by the Service Provider, it shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against AIESL by any individual, agency or government authority due to acts of the Service Provider, the Service Provider shall be liable to make good/compensate such claims or damages to AIESL. As a result of the acts of the Service Provider, if AIESL is required to

pay any damages to any individual, agency or government authority, the Service Provider would be required to reimburse such amount to AIESL or AIESL reserves the right to recover such amount from the payment(s) due to the Service Provider while settling its bills.

- g) In case of failure to commence the service on the stipulated time/date as per the LOI/LOA issued, the EMD/SD will be liable to be forfeited at the discretion of AIESL.
- h) Penalties imposed for more than three occasions per month will be considered as irregularity on the part of contractor to execute this agreement and the decision taken by the EF&PM division, AIESL, Kolkata in this regard will be final and binding.
- i) In the event of any damage caused to the property of AIESL/Any other Airlines and or to the passenger/staff (the property of staff), either due to negligence or otherwise of/by the employees of the contractor, necessary recovery as determined by AIESL shall be made from the monthly bill/security deposit.

18. Interpretation:

In the event of any difference in the interpretation of any of the clauses of the LOI / Agreement / Contract or the Tender documents, the clarifications given by the Dy. General Manager (PPMM) or his representative/ TC members, AIESL, Kolkata shall be final and binding.

19. Exit / Termination Clause:

- i. The validity of the agreement comes to an end IPSO FACTO by efflux of time unless otherwise renewed / terminated / extended.
- ii. In the event of the successful tenderer failing to comply with any of the terms and conditions of the agreement, AIESL shall issue a notice of 30 days to the successful tenderer to rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate the agreement by providing 30 days written notice to the successful tenderer. The successful tenderer shall not have any right to dispute or question the judgment of AIESL with respect to unsatisfactory performance of the successful tenderer.
- iii. AIESL may, at any time, terminate the Contract with immediate effect by giving written notice to the successful tenderer, if the successful tenderer becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue, thereafter, to AIESL.
- iv. Either side can terminate the contract by giving three months' notice in writing. In such an event the terminated party shall have no right to claim any compensation/damage etc. from the terminating party on account of early termination. However the parties should duly comply with their respective obligations during the notice period and thereafter discharge the obligations arising out of the agreement till the termination.
- v. In case the successful tenderer discontinues operation without giving any notice, AIESL reserves the right to arrange the required operation as per scope of service from other agency and the difference in cost that may be incurred over and above the Contractual rate of the Service provider shall be realized and /or recovered from the Service provider apart from levying any other penalty/ forfeiting Security Deposit amount.
- vi. In case after price bid opening the overall lowest bidder (LQ1) is not awarded the job for any mistake committed by them in bidding or withdrawal of bid or varying any term in regard thereof, leading to re-tendering, such bidder shall be sent on holiday for a period of 03 (Three) years with the forfeiture of EMD / Security Deposit amount.
- vii. In case the bidder who has been evaluated by AI ESL as having offered the lowest bid in response to the Tender (LQ1) backs out either before issue of Letter of Intent / Contract or subsequent to its issue the LQ1 bidder will be sent on holiday as per laid down AIESL corporate policy / guidelines on case merit. In addition its EMD/ Security Deposit would be forfeited.

20. Relationship:

The relationship shall be on 'Principal to Principal Basis'. Nothing contained shall be construed or interpreted as constituting a partnership agency or joint venture or any association between the parties. Neither party shall have any right, power or authority to enter into any agreement or act in any manner on behalf of the other. Employees of Contractor / Service Provider shall not be

treated as employees of AIESL.

21. Arbitration:

Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Contract / Agreement or validity or the breach thereof, which despite best efforts cannot be amicably settled between the parties, shall be referred to "SCOPE FORUM OF CONCILIATION AND ARBITRATION – GOVT. OF INDIA" and the award made in pursuance, thereof shall be final and binding on the parties to the arbitration. The venue of arbitration shall be Kolkata and the arbitration proceedings shall be carried in English. The cost of the arbitration shall be borne by the parties as per the award of the sole arbitrator.

22. Jurisdiction :

The construction, interpretation, validity and performance of the Contract / Agreement shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between AIESL and Service Provider, whatsoever shall be subject to the Jurisdiction of Kolkata Courts only.

21. FORCE MAJEURE:

Neither Party hereto shall be liable for failure to perform or for delay in performing any of its obligations under the Contract other than those of billing and payment hereunder, if such failure or delay is caused or results from a condition or FORCE MAJEURE.

The term FORCE MAJEURE as used in this contract means Act of God, War, Revolt, Riot, Fire Tempest, flood, earthquake, lightning, direct or indirect Consequences of war (declared/undeclared), sabotage, hostilities, National Emergency, Civil Disturbances, Natural calamities, Pandemic / Epidemic, Commotion, Embargo (Blockage) or any law or Promulgation, ordinance or Executive order whether Central or State or Local or Municipal Authorities, Regulation or Breakage/ Leakage, Bursting or Freezing of Pipeline.

An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. The FM clause shall not excuse a party's non-performance entirely, but shall only suspend it for the duration of the FM. The service provider has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting AIESL only. In such a situation AIESL shall communicate with the service provider along similar lines as above for further necessary action.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side. Not-withstanding 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 penalty so long as the delay and/or failure of the service provider in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

Annexure-I

Eligibility Criteria

- 1. The Bidder must have **experience of three (03) years** in the field of electrical installation and maintenance and holding similar contract of Government /Corporate organizations during **last three (03) years immediately preceding the date of the Tender** and should provide documentary proof / reference along with the Technical Bid.
- 2. Bidder must possess appropriate and valid license issued for Electrical Contractor and should submit a copy of the same along with the Technical Bid.
- 3. Bidder must be registered with Corporation / Municipality / Panchayat. a copy of the same along with the Technical Bid.
- 4. The Bidder can be a Proprietorship, Partnership Firm, LLP etc. or a Company/agency registered

in India under the Indian Companies Act 1956/2013 as amended with their registered office in India for the last three years as on 31.03.2025.

- 6. The Bidder must be an income tax payee and should furnish PAN Registration No.
- 7. The Bidder must have GST registration, at the time of application of the Tender.
- 8. The Bidder shall submit self-attested copy of Income Tax return for FY-2021-22, FY-2022-23, and FY-2023-24.
- 9. The Bidder must be a firm/company engaged in the field of electrical installation and maintenance and having a minimum Annual Turnover of Rs.40,00,000.00 in each of the last three financial years i.e. 2021-22, 2022-2023 & 2023-2024. Copy of audited Balance sheet and Profit & Loss A/c duly certified by a Chartered Accountant and duly signed & stamped / sealed by the Proprietor / Director / authorized signatory must be submitted as proof of Turnover along with the Technical Bid. Alternatively, a Certificate from a Chartered Accountant certifying Annual Turnover of the bidder during the last three financial years, i.e. 2021-2022, 2022-2023 & 2023-2024 can also be submitted along with the Technical Bid.
- 10. Bidder must submit an undertaking on obtaining Security Clearance with Security Training Programme done from BCAS (Bureau of Civil Aviation Security) for all of their Personnel/Helpers/Staff.
- 11. Bidder must arrange for AEP (Aerodrome Entry Permit) for their Personnel/Helpers/Staff to be deployed for the AIESL Service at their own cost. In this regard, the bidder must submit an undertaking for fulfilment of the above condition.
- 12. The Bidder should have a working office in Kolkata for execution, monitoring/ supervision and management of the Contract and shall provide the phone no., email id. of a local responsible contact person who shall be available to visit the office and resolve the issues as and when required.

In case, the Bidder is not having a working office in Kolkata at the time of application of the Tender and in case, he/she turns out a Successful Bidder, then he/she has to open a working office in the city and shall provide the phone no., email id. of a local responsible contact person who shall be available to visit the office and resolve the issues as and when required, within 30 days of accepting of the LOA/ Contract.

13. The bidder's performance/experience, as per format at (Annexure-IV) for each work completed in last three years and in hand, should be certified by a responsible person from the certifying organization.

Note: Copies of the documents in support of each of the Eligibility conditions should be enclosed with the Technical Bid.

- 14. General instructions for the bidder before filling of Technical and Financial Bids:
- a) All the pages of the tender document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the terms and conditions of this tender.
- b) All the documents as mentioned must be submitted otherwise application will be treated as incomplete.
- c) An application without Earnest Money Deposit (EMD) will not be accepted and no correspondence shall be entertained thereafter. However, <u>MSEs</u> registered under Udyam Registration and Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are exempted from payment of Earnest Money Deposit (EMD).
- d) Bidders must visit the site prior to bid submission and for this purpose email is to be sent to email id <u>surajitroy.1989@aiesl.in</u> and <u>arvind.p@aiesl.in</u> for site visit.

Annexure-II

SCOPE OF WORK:

1. Job

ScopeA.

- a. To attend electrical fault at the locations mentioned herein as per requirement of individual Department / Section operating in those locations.
- b. To maintain and ensure serviceability / safety of all electrical panels, electrical connections and switch gears as per requirement and preventive inspection is to be carried out once in

a year after taking necessary permission to shut down power from concerned Department/ Section.

- c. To arrange clamping / socketing of cable during breakdown as per requirement.
- d. To replace / rectify lights, fans, calling bells, electrical power point, switch / switchboard, starter, street light, Hangar lights, MCB, MCCB, Bus Bar, Contact Relay etc. as per requirement of different Departments / Sections.
- e. To arrange cleaning of switch board, Fan, Light shed once in a year and to ensure their safe clamping / hanging arrangement.
- f. To ensure power supply to Deep Tube well at NTA and Hangar Area.
- g. To ensure power connection to welding machine / other electrical equipment of other contractors for carrying out their job if the same is advised by Supervising Manager of EFPM.
- h. Single phase / three phases wiring of commercial and industrial cable including laying of 650V / 1100V Multi-core XLPE / Armored cable through wall excluding underground cable.
- i. Maintenance and rectification/repairing of LT and HT Sub Station (6KV/11KV) including A.C.B., O.C.B., V.C.B., capacitor panel and other components (spares, if required, will be supplied by AIESL / AIESL's sister concerns). In case of job involving up-gradation or retrofitting the cost of labour and material will be borne by AIESL /AIESL sister concerns, as applicable.
- j. Some equipment / machineries / control circuits (e.g. Machineries & Panels of Pneumatic Complex, Static Frequency Converters etc.) of Engineering Department involves complex / sophisticated circuit and may require support / guidance / supervision of domain specific experts or of the OEMs for installation / maintenance / repairing. In such cases the successful vendor has to support such installation / maintenance / repairing work by providing Electrician to work under the supervision / guidance of experts / OEM as required.
- k. Dehydration of transformer oil of Qty. 4 (four) nos. transformers (2 X 2 MVA in non-restricted Area & 2 X 750 KVA in restricted area) once in a year with the arrangement of Dielectric test and acidity test. This job also includes trip check of circuit breakers including functionality check of Buchholz trips, winding trips and oil trips. The charges of acidity test will be reimbursed to the successful Bidder by AI ESL against submission of Test Report along with bills from approved laboratory on actual basis.
- 1. Day to day/periodic maintenance and keeping of record of the same for transformer, capacitor bank, battery voltage / condition, load parameters etc. The trip check of the Transformers, Breakers, Relays etc. are to be done once in a year and a report to that effect is to be submitted after the checks. Quarterly checking and maintenance of back-up power supply system (e.g. battery charger, battery condition etc.) for switchgear safety.
- m. Fixing and connection/maintenance of all types of SP / DP / T.P. / T.P.N. switches and starter switches, timer, relay etc.
- n. Repairing and maintenance of canteen electrical equipment i.e. geyser, water boilers, toaster and electric kettle etc.
- o. Check the condition of power supply wiring to various machines at machine shop and repair /replace if required.
- p. Regular maintenance of motors (except rewinding, machining jobs).
- q. Check and maintain the serviceability of electrical controls and switching action of variouselectrical hoists.
- r. Check and maintain the condition of power supply wiring to various ovens and repair / replace if required (spares to be provided by AIESL / AIESL sister concerns, as applicable).
- s. Power connection for various types of pressure switches installed in portable compressors.

- t. Any extension in electrical line, laying of cables in recess or surface or change of any fitting, equipment and replacement / repairing of accessories like switch, fuse, MCB, plug, condenser, choke, tube light, starter, heater main switch, MCB Box, Distribution Box, calling bell, battery charger, voltage stabilizer etc. are to be carried out as and when required. Job of laying, jointing or repairing of underground cables or of cables in trenches is excluded. Also, for surface level cables, the job of laying, jointing or repairing of cables is excluded as longas such jointing or repairing requires use of chemical jointing kit.
- u. Maintenance of Hangar lights, Hangar frontal focus lights.
- v. Daily checking of fire pump operation located near APU Module I, NTA.
- To ensure compliance of all relevant provisions of statutory Acts & Rules like Indian Electricity Rules, 1956, Indian Electricity Act, 2003, CEA Safety Regulations 2010 for the AIESL / AIESL sister concerns premises described in Annexure II. The Contractor will certify and submit a report to AIESL / AIESL sister concerns to effect the compliance of the above rules at the end of every year. Cost towards any additional jobs, which are not included in the scope of work mentioned in Annexure II, but required to be done for compliance of the provisions of the Electricity Acts & Rules, will be borne by AIESL / AIESL sister concerns separately subject to submission of relevant documental evidence
- j. Jobs mentioned at Sl. Nos. 6-10 of Annexure-IX as per requirement of AIESL.

Note: The successful bidder shall carry out joint inspection involving AIESL representative and submit list of material required to carry out the jobs.

<u>Warranty</u>: The successful bidder has to provide warranty for 1 year from the date of completion of the repairing jobs (Sl. No. 6-10 of Rate Sheet- on material supplied for the job and also on workmanship).

2. <u>Technical Requirement:</u>

- a. The contractor must arrange to **deploy sufficient** / **adequate number of personnel** (licensed Electricians capable for working on LT / HT Volt electrical lines) to carry **out the day- to-day job as detailed under work-scope within definite time frame.** One of the personneldeployed should hold Supervisory License and shall be designated as Supervisor. Such Supervisor should have appropriate LT and HT license from West Bengal licensing Board / National license and expertise of working in LT and HT substation. The personnel deployed should be sufficient / adequate in terms of taking care of the job as detailed under work-scope along with taking into account factors such as absenteeism, requirement of personnel during time-off, requirement of personnel during weekly off etc. The work should under no circumstances suffer on account of inadequate manpower deployment.
- b. The successful bidder should arrange for Aerodrome Entry Permit (A.E.P.) for all the personnel so deployed so that there is no shortage of manpower for working in restricted areas of NSCBI Airport.

The table depicted below details the Duty Timings (fixed), Duty Days (Fixed) and indicative deployment of manpower (for reference only)

Sl. No.	Duty Timings	Duty Days	Indicative No. of Electrician to be deployed including supervisor
1.	Morning Shift (0600 hrs.to 1400 hrs.)	On all 365 days a year	1(One)*
2.	General Shift (0900 hrs.to1650 hrs. from Monday to Saturday)	On every day except Sundays & AIESL declared Holidays	6 (Six)*

3.	Afternoon Shift (1400 hrs.to 2200 hrs.)	On all 365 days a year	1(One)*
4.	Night Shift (2200 hrs. to 0600 hrs.)	On all 365 days a year	1(One)*

*The indicative requirement & timings are not fixed and may be augmented, reduced, changed as the casemay be as directed by the AIESL authority. The monthly cost of the contract worked out corresponding to the rate mentioned at Sl. No. 1, Rate Sheet-1, Annexure- IX of this tender will be increased or decreased by 10 % (ten percent) per increase or decrease of Electrician compared to the total number of Electricians specified in the above-mentioned table under point no. 2 (b), Annexure-II of the tender/contract as per AIESL's requirement.

- Note:
- a. The duty timing and duty days mentioned above are as per the present requirement of AI Engineering Services Ltd. and AIESL reserves the right to change these duty timings and duty days to equivalent time and days as per AIESL's future requirement without changing the corresponding agreed contract rates.
- b. The personnel deployed by contractor are required to attend electrical breakdown at odd hours other than normal working hours within 2 hours from receiving a call from AIESL.
- c. In case of additional work not detailed in the tender the contractor has to arrange additional manpower on the basis of request from AI ESL authority within 2 hours from the time of intimation and payment for such additional manpower shall be on the basis of per electrician / per hour / per day rate as sought in the price bid and as agreed by AI ESL.
- d. All materials required for day-to-day maintenance / repair / installation job will be supplied by AIESL / AIESL sister concerns. However, if any material cannot be supplied by AIESL / AIESL sister concerns, the contractor may be advised to supply the material and to forward the bill for the same to AIESL / AIESL sister concerns. Before supply of the material, the contractor must possess a written order for supply of the material from the Officer concerned of EF&PM Section, or any other officer nominated by him in this regard.
- e. The contractor must possess valid appropriate electrical contractor license.
- f. The contractor has to ensure supply of adequate safety gears like hand gloves, safety shoes, safety harness, helmets to the personnel deployed by them.

3. Locations for rendering services:

I) Restricted Area: -

- a. All maintenance hangars of AIESL / AIESL sister concerns situated inside NSCBI Airport, Kolkata such as New Hangar Complex, H1 & H2 at Narayanpur.
- b. Hangar 18 & Hangar 20.
- c. AIESL / AIESL sister concerns' premises at both new and old Domestic and International terminal buildings, NSCBI Airport, Kolkata.
- d. AIESL / AIESL sister concerns' premises at Domestic & International Cargo Complex & Offices, NSCBI Airport, Kolkata.
- e. Any other AIESL / AIESL sister concerns' activity center situated inside NSCBI Airport, Kolkata .
- f. Any other locations where the maintenance and operation of electrical installations, fittings and fixture is required to be carried out as per requirement of AIESL/AIESL sister concerns'in case of shifting of the activity centers of AIESL/AIESL sister concerns' at NSCBI Airport, Kolkata.

II) Non-Restricted Area:

a. Offices of AIESL / AIESL sister concerns located at new metro building at NTA, NSCBI

Airport, Kolkata.

- b. GSD building including M.T. complex.
- c. Offices of Unions / Associations at NTA, NSCBI Airport, Kolkata.
- d. All are as of the AIESL's / AI ESL sister concerns' Stores and Accounts / MMD Building at NTA, NSCBI Airport, Kolkata.
- e. All Engineering Department activity centers located at NTA including Pneumatic Section.
- f. APU Building at NTA (Module 1 & Module 2).
- g. Streetlights and all electrical installations, fittings and fixture in the AIESL establishments at NTA.
- h. Any other locations where the maintenance and operation of electrical installations, fittings and fixture are required to be carried out as per requirement of AIESL / AIESL sister concerns in case of shifting of the activity centers of AIESL / AIESL sister concerns at NTA.

TECHNICAL-BID FORM

TECHNICALBID

Details to be submitted in this Technical Bid Form duly completed & signed with official seal and the same has to be uploaded in GEM portal for Submitting Tender Documents.

Note:

- 1) Self-Attested Documentary evidence with official seal, for each requirement (as the case maybe) as sought under the heading description in Technical Bid Format should be enclosed with this Technical Bid Form.
- Please note all the above Self-Attested Documentary evidence related and attached to this Technical Bid Form have to be serially numbered as page' of ' and mentioned in the column 4 of table below.

Sr. No.	Description	Furnish Information Here	Mention the page no. as indicated in the Note 2 above	Remarks
1.	Name of the Company			
2.	Nature of establishment (proprietary / partnership / company) Please enclose a copy of registration certificate			
3.	In case of proprietary / partnership / company please provide the names of theproprietor / partners / directors with full address / telephone nos.			
4.	 a) Full address of the Kolkata Office b) Telephone No. c) Mobile No. d) Fax No. e) Email Address f) Name of Contact person g)Name of 2nd Contact person 			
5.	The Bidder must be a firm/company engaged in the field of electrical installation and maintenance and having a minimum Annual Turnover of Rs.40,00,000.00 in each of the last three financial years i.e. 2021-2022, 2022-2023 & 2023-2024. Copy of audited Balance sheet and Profit & Loss A/c duly certified by a Chartered Accountant and duly signed & stamped / sealed by the Proprietor / Director / authorized signatory must be submitted as proof of Turnover along with the Technical Bid. Alternatively, a Certificate from a Chartered Accountant certifying Annual Turnover of the bidder during the last two financial years, i.e. 2022-2023 & 2023- 2024 can also be submitted along with the Technical Bid. <u>Note :</u> Start ups with valid DPIIT	FY : 2021-2022 2022-2023 & 2023-2024		
	certificate are exempted from submitting annual turn over certificate.			

Sr. No.	Description	Confirma tion	Mention the page no. as indicated in the Note 2 above	Furnish Information Here	Remarks
6.	Must have experience of three (03) years in the field of electrical installation and maintenance and holding similar contract of Government / Corporate organizations during last three (03) years immediately preceding the date of the Tender and should provide copies of valid agreements / orders in this regard along with the Technical Bid. <u>Note :</u> Start ups with valid DPIIT certificate are exempted from submitting experience certificate.	Yes/No		FY : 2021-2022 2022-2023 & 2023-last date of submission of bid	If answer is No Tender stands rejected
7.	Must have valid Trade license from Corporation / Municipality / Panchayat. Copy of the same to be enclosed.	Yes/No		Trade License No.	If answer is No without proper justification Tender stands rejected
8.	Must possess appropriate and valid license applicable for Electrical Contractor. (Copy of the same to be provided)	Yes/No		Electrical Contractor License No.	If answer is No Tender stands rejected
9.	PAN Registration (Copy of PAN Card to be enclosed.)	Yes/No		PAN	If answer is No Tender will be liable to be rejected
10.	Copy of Income Tax Returns for the last three financial years i.e., FY : 2021-2022, 2022-2023 & 2023-2024 to be enclosed	Yes/No		FY : 2021-2022 2022-2023 & 2023-2024	If answer is No Tender will be liable to be rejected
11.	Copy of GST Registration (Copy to be enclosed.)	Yes/No		GST Registration no.	If answer is No without proper justification Tender stands rejected
12	ESI and PF Registration Code	Yes / No		ESI Code: PF Code:	If answer is No Tender will be liable to be rejected
13	Details of Organizational setup & office manpower (Tech. & Non-Tech) details to be given separately for Kolkata & All India. No. of staff as well as category and qualification of respective personnel engaged by the service provider have to furnished. (Separate Sheet is to be enclosed for the above information)	Yes/No		Technical Non-technical	Any wrong declaration if detected later will render the Tender / Contract void
14	Has any Director / Partner / Proprietor been convicted.	Yes/No			If Yes, Tender willbe liable to be rejected. Any wrong declaration if detected later will render The Tender / Contract void

Sr. No.	Description	Confirmati on	Furnish Information Here	Remarks
15.	Whether any employee of AIESL / AIESL sister concerns' or his / her spouse is related to your company in anycapacity (if yes give details)	Yes/No		If Yes, Tender willbe liable to be rejected. Any wrong declaration if detected later will render The Tender / Contract void
16.	Whether any contract /LOI /LOA issued to the Bidder was terminated / rescinded due non- compliance of Terms & Conditions of the Tender /non-compliance of the provision of Statutory Labour laws / Criminal Offences in the past.	Yes/No		If Yes, Tender will be liable to be rejected. Any wrong declaration if detected later will render the Tender / Contract void
17.	Whether Bidder was black listed by anyGovernment agency.	Yes/No		If answer is "Yes" Tender stands rejected
18.	Bid Security Declaration submitted	Yes/No		If answer is "No" Tender will liable to be rejected
19	EMD (Wire Transfer) amount Rs.2,50,000.00 has been submitted. (Documentary proof to be submitted)	Yes/No		
20	Whether Certificate for unconditional acceptance of Tender terms and undertakings, enclosed as per format (Annexure-VI)	Yes/No		
21	Whether duly signed non-disclosure agreement enclosed (Annexure-VII)	Yes/No		
22	It is confirmed that we have the capability & capacity to provide the services as per terms of the Tender.	Yes/No		
23	It is confirmed that there is no hidden cost to AIESL except for the cost as per rates quoted in the Financial Bid Form.	Yes/No		
24	It is confirmed that we have carefully gone through, understood and hereby agree to abide by all the Terms & Conditions, Scope of work and Specifications governing the Tender.	Yes/No		
25	It is also confirmed that the quoted rates are valid for 180 days from the date of opening of the Technical - Bid.	Yes/No		
26	It is also confirmed that the information given in the Tender and documents attached are true and correct to the best of my knowledge and belief and nothing is concealed.	Yes/No		
27	Any other information which Bidder may like to furnish (Separate Sheet may beenclosed if required)			

Undertakings:

- It is hereby confirmed that I / We have gone through and understood the contents of the Tender Document and agree to unconditionally abide by all the Terms and Conditions, Work Scope, all specifications and all the undertakings detailed under Clause no-K, page-11.
- II) It is hereby confirmed that the undersigned is authorized to sign the tender document and the information given in the tender is true and correct to the best of my knowledge and belief and nothing material is concealed.
- III) It is confirmed that all the documents submitted along with Technical Bid are signed and stamped with Co. Seal.

Signature of Authorized signatory:	
Name & Designation:	
Co. Name & Seal:	
Date:	
Place:	

Annexure - IV

FORMAT FOR PROVIDING EXPERIENCE DETAILS

(TO BE ATTACHED WITH TECHNICAL-BID FORM)

1 Experience details (To be filled up by the Bidder):

SN	Contract Type	Name of Bidder Co.	Name of the contact person of co.	Name of client for whom providing services	Period of Contract (From – To) (Date)		Order / Contract Copy Provided or not	Satisfactory performance certificate provided or not
(I)	Electrical installation and maintenance Service	M/s			X	Rs.		
(II)		6	1.4					
(III)		11					1	

2 Important Notes for Bidders (to comply):

- (I) Experience details must be filled up in the above table and relevant documents must be uploaded.
- (II) Having different order copies in the same year cannot be counted as Three years' experience.
- (III) Order / Contract copy together with satisfactory performance certificate issued by the clients/ party(s), to be provided in support of Experience.
- (IV) Experience must be minimum of Three years, during which, the bidder must have executed at least 01 contract, each of minimum 01 year duration
- (V) If experience details are not filled in the above table and documents not provided as explained above, the Tender shall be liable for rejection.

Signature of Authorized signatory:

Name & Designation:

Co. Name & Seal:

Date:

Place:

Annexure - V

BIDDER'S CHECKLIST

(To be submitted as part of Technical-Bid on Company's Letter-head)

Bidder's Name	[Address and Contact Details]
Bidder's Reference No.	Date

Note to Bidders: This check-list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.

SN	Documents submitted, duly filled, signed	Status of submission (Indicated Yes / No/ NA)
01.	Whether Annexure III (Technical Bid Form) submitted in the prescribed format	
02.	Whether the letter of authority (original "Power of Attorney" in the name of person signing the Bid documents) submitted along with Technical Bid form (Annexure III) attached?	
03.	Self-attested copy of Registration certificates etc. of the	
03.	Company/Firm/Proprietorship firm (If Applicable)	
04.	Self-attested copy of PAN	
05.	Self-attested copy of GSTIN registration(s)	
06.	Whether Annexures III & V Duly filled, signed & stamped	
07.	Self-attested copy of MSME /Udyam registration	
08.	Self-attested copy of Start-up registration/ status	
09.	Whether all the documentary evidences as per Technical Bid	
09.	form are self-attested?	
10.	Documents relating to Bid Security	
12.	Documents/ contracts supporting the experience statement	
13.	Documents if any at the option of Bidder	

Signature of Authorized signatory :
Name & Designation:
Co. Name & Seal:
Date:
Place:

FORMAT FOR SUBMISSION OF UNDERTAKINGS

(TO BE ATTACHED WITH TECHNICAL-BID FORM)

То

DGM (E-PPMM) AI Engineering Services Ltd, NTA, NSCBI Airport Kolkata

Subject: Acceptance and signing of the undertakings related to the Tender.

The following undertakings as well as mentioned under Clauses 12,(k), paeges-11-13 are accepted and confirmed as under:

- 1 That we are not a competitor Airline / MRO OR subsidiary company of any Airline / MRO.
- 2 That we hereby give our un-conditional acceptance of all the terms and conditions including scope of work as given in the Tender.
- 3 That the rates quoted, are valid for **180 days** from the date of opening of the Technical Bids.
- 4 That we have the capability & capacity to provide the services as per terms of the Tender.
- 5 That we shall execute the order within **15 days** from the date of acceptance of the LOA.
- 6 That on acceptance of LOA, we shall sign the agreement of terms & conditions within 30 days' time or latest by submission of the first bill.
- 7 That payment term of **30** days is agreed.
- 8 That all the requisite, registrations and licenses under all the applicable local State and Central Taxes Law & Acts such as GST / Income Tax Act / Shop & Establishment Act / Insurance Act / Motor Vehicle Act, etc. as applicable from time to time, shall be adhered to and maintained up to date, as & if applicable, on such services. The same shall be produced for verification / checking of AIESL or to a third party authorized by AIESL / any Agency of Govt. of India.
- 9 That we would also provide an undertaking that the spot checks can be conducted by AIESL / third party authorized by AIESL, anytime for verification of quality of work / antecedents / credentials, etc. The shortcomings found, if any, would be overcome by the Service Provider within the given time, failing which AIESL shall be at liberty to impose penalty / cancel the Contract. Information given in the Tender and documents attached are true and correct to the best of my knowledge and belief and nothing material is concealed.
- 10 It is also confirmed that I am authorized to sign the Tender documents.

Signature of Authorized signatory:		
Name & Designation:		
Co. Name & Seal:		
Date:		
Place:		

Annexure - VII

NON-DISCLOSURE AGREEMENT FROM THE BIDDER

(This document is strictly private and confidential)

To DGM (E-PPMM) AI Engineering Services Ltd NSCBI Airport Kolkata-700052

Dear Sir,

Sub: Non-disclosure Agreement

We acknowledge that during the course of bidding for above referred Tender of AIESL, we shall have access to and be entrusted with Confidential Information (commercial, technical, operational, administrative, financial, marketing, business, OR intellectual property nature OR otherwise), whether oral or written, relating to AIESL and its business that is provided to us pursuant to this Agreement.

In consideration of AIESL giving access to us to the above premises and making confidential Information available to us, we agree to the terms set out below:

- 1. We shall treat all confidential Information as 'Strictly Private and confidential' and take all steps necessary to preserve such confidentiality.
- 2. We shall use the confidential Information solely for the preparation of our response to the above referred Tender and not for any other purpose whatsoever.
- 3. We shall not disclose any confidential Information to any other person or firm without the prior written consent of AIESL.
- 4. This agreement shall continue perpetually, unless and to the extent that AIESL may release it in writing.
- 5. We acknowledge that, failure OR delay by AIESL in exercising any right, power OR privilege under this agreement shall not operate as a waiver thereof and no single OR partial exercise thereof OR the exercise of any other right, power OR privilege under this agreement shall prevent any further exercise of the right or the remedy or the exercise of any other right or remedy.
- 6. We have read this agreement fully and hereby confirm our acceptance of its terms.

Yours sincerely,

Signature of Authorized Signatory: Name & Designation: Company/Firm/Proprietorship firm (Name & Seal):Date: Place:

Bid Security Declaration form (To be submitted on service provider's letter head)

To DGM (E-PPMM) AI Engineering Services Ltd NSCBI Airport Kolkata-700052

I/ we the undersigned, declare that:

 $\rm I/$ we understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I / We accept that I / We may be disqualified from bidding for any contract with you for a period of One year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I /We

- a) Have withdrawn / modified / amended, impairs or derogates from the tender, my / our Bid during the period of bid validity specified in the form Bid: or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail to execute the contract, if required, or (ii) fail to furnish the Performance Security, in accordance with the instructions to Bidders.

I / we understand this Bid Security Declaration shall cease to be valid if I am / We are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my / our Bid.

Signed :(insert signature of person whose name and capacity are shown)In the capacity of(insert legal capacity of person signing the Bid Securing Declaration)Name:(insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Date on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

PRICE-BID Format

(To be quoted on service provider's letter head)

SUBJECT: Tender for Annual Contract of installation, maintenance and repair of electrical fittings and fixtures including operation and maintenance of LT and HT electrical substations (6KV/11KV) of AI Engineering Service Ltd. and it's Sister Concerns, Kolkata.

Sl. No	DESCRIPTION	Unit	RATE (in Rs.)	
			(in words)	(in figure)
1.	Yearly rate (excluding spares) for	Per Year		
	installation, maintenance and repair of	(For 1 st Year)		
	electrical fittings and fixtures	N W		
	including operation and maintenance	Per Year		
	of LT and HT electrical substations	(For 2 nd Year)		
	(6KV) of AI Engineering Services Ltd.,	Per Year		
	Kolkata as per Scope of Work detailed	(For 3 rd Year)		
	under Annexure-II.			
	Note: The monthly cost of the contract			
	worked out corresponding to the rate mentioned at Sl. No. 1, Rate Sheet-1,			
	Annexure- IX of this tender will be			
	increased or decreased by 10 % (ten			
	percent) per increase or decrease of			
	Electrician compared to the total			
	number of Electricians specified in the			
	above-mentioned table under point no.			
	2 (b), Annexure-II of the			
	tender/contract as per AIESL's			
	requirement.			
	TOTAL FOR THREE YEARS			
2.	HSN / SAC Code / GST@	[©] %		
~	Consolidated			
3.	Total (Sl. No. 1+			
	Sl. No. 2)			
	Hourly rate for job to be done			
4.	outside the time schedule mentioned in			
	table2(b) of Page 24, for General	Per hour per		
	Shift bydeploying additional	Electrician		
	Electrician (perhead) in excess of the	(Rate only)		
	Electrician(s) deployed for shift			
	duties as mentioned			
	in table2(b) of Page24.			
5.	Daily rate for job to be done on			
	Sundays or on Holidays by deploying	Dondorrar		
	Lodditional Electrician (non bood) in	Per day per		
	additional Electrician (per head) in	Electrician		
	excess of the Electrician(s) deployed	Electrician		
	excess of the Electrician(s) deployed for shift duties as mentioned in table	Electrician (Rate only)		
	excess of the Electrician(s) deployed		Rate per unit	Amount

Rate Sheet - 1

				Quantity)
6.	<u>earth pits</u> and e	ommissioning of Plate arth strips at various and Hangar Area:	6 nos.	
	Plate welded and washer) with 65 mm ((duly fabricated for t meter with necessary providing masonry en	n x 600 mm x 5 mm G.I. bolted (Nut, Check-nut, G.I. Heavy duty earth pipe he arrangement) height 3 digging, surface finish and nclosure with cover plate, ware mesh, funnel and ete as required.		
	Providing salt and charcoal around earth plates			
	strip on surface or r	g of 50 mm x 5 mm G.I. ecess through 65 mm dia y pipe of Oriplast or	200 feet	
7.	Rewinding/repair Induction Motors	ing of various type of of different make		
	 wires from S ii) Rewinding new super en proper gau make. iii) Carrying varnishing a iv) Degreasing bearings and bearings if re v) Refitting of I vi) Carrying ou Test of Moto Material to be us relevant I.S. specif our approval. If the quality those are lias of cost. The tenderer must period of one yea handing over rewinding/repairing and materials. Shoo occurs during this should be rectified of cost 	and greasing the replacing the defective equired. Motor. t No load and Load ors. sed must conform to ications and subject to material are of inferior able to be replaced free give warranty for a ear from the date of of motors after g, for his workmanship ould any failure/defect is period, the same on priority basis at free		
	Rating in H.P.	Phase		
	0-0.5	Single/Three	25	
	0.51 - 01	Single/Three	25	

	1.1 – 1.5	Single	1		
	1.1 – 1.5	Three	1		
	1.51 - 2.0	Single	1		
	1.51 – 2.0	Three	1		
	2.1 - 2.5	Single	1		
	2.1 - 2.5	Three	1		
	2.51 - 3.0	Single	1		
	2.51 - 3.0	Three	1		
	3.1 – 3.5	Single	1		
	3.1 - 3.5	Three	1		
	3.51-4.0	Single	1		
	3.51-4.0	Three	1		
	4.1-4.5	Single	1		
	4.1-4.5	Three	1		
	4.51-5.0	Single	1		
	4.51-5.0	Three	1		
	5.1-7.5	Single	1		
	5.1-7.5	Three	1		
	7.51-10	Single	1	<u> </u>	
	7.51-10	Three	1	<u> </u>	
8.	V.C.B. (6 KV, 630 required cleaning	issioning with testing of Amp) with supply of material. Servicing & ciated protection circuits.	1		

	Spares, if required, will be supplied by AIESL / AIESL sister concerns.		
9.	Overhauling, commissioning with testing of O.C.B. (400 Amp.) with filtration & dehydration of oil with supply of required cleaning material. Servicing & certification of associated protection circuits. Inspection & proper tightening of fasteners of bus bars. Spares & oil, if required, will be supplied by AIESL / AIESL sister concerns.	1	
10.	Overhauling, commissioning with testing of A.C.B. (800 – 3200 Amp,440 Volt) with supply of required cleaning material. Servicing & certification of associated protection circuits. Spares, if required, will be supplied by AIESL / AIESL sister concerns.	28	
11.	Total for Sl. nos. (6 to 10)		
12.	GST(%) and Amount HSN / SAC CODE		
13.	Consolidated Total (Sl. No 11 + Sl. No 12)		
14.	Grand total (Sl. No. 3 + Sl. No. 13)		

Note:

1) LQ1 will be calculated as per SL. No. 14 of above Rate Sheet.

2) The Rate(s) quoted in Rate Sheet above should be -Inclusive of:

All Government Taxes and Levies (except applicable GST and AAI Royalty / Levies for working in restricted area of NSCBI Airport), capital cost, all costs related to deployment of specified manpower, all costs pertaining to substitution on account of absenteeism of specified manpower, all costs on account of requirement of specified personnel during time-off, all costs on account of requirement of specified personnel during weekly off, cost on account of transportation charges, cost on account of provision of all tools /tackles, costs on account of provision for name badges, costs on account of payments pertaining to mandatory / statutory compliances, costs on account of provision of mobile phone with connection, costs on account AEP / PIC Charges and all other incidental and related charges in connection with providing subject service not mentioned herein.

And Exclusive of:

Applicable GST and Airport Authority of India (AAI) Royalty for restricted area of NSCBIAirport.

- 3) Applicable GST (%) pertaining to rendering of such service is to be mentioned separately and will be paid by AIESL /AIESL sister concerns as per prevalent rules.
- 4) The applicable Airport Royalty pertaining to work in restricted area of Airport(s) will be reimbursed by AIESL / AIESL sister concerns on actual subject to a maximum limit of

13% of the invoice value raised for job done at the corresponding Airport area against copy of proof of payment duly endorsed by the authorized signatory of the successful bidder along with copy of invoice from the concerned agency.

- 5) No other charges shall be admissible.
- 6) Cost of deployment of electrician for any additional job not mentioned in the Tender, if required, will be paid extra on the basis of Per Electrician / Per hour / per day at additional cost on hourly / daily basis based on the rate quoted in the price bid and agreed to by AI ESL and subject to certification by AIESL Authority.
- 7) Any imposition of any new statutory Govt. Tax and Levy during subsistence of the contract, pertaining to rendering of such service will be charged to AI ESL / AI ESL sister concerns account. The successful bidder will have to provide proof of such applicability and payment to AIESL / AIESL sister concerns for incorporating necessary amendment in the contract and subsequent re-imbursement.

8) Rate Negotiation:

It is not the general practice of "AIESL" to carry out Post Tender Negotiations. Therefore, Tenderers 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.

- 9) **Special Powers to "AIESL":** In case there are a tie between two selected bidders, AIESL shall have a right to ask both the bidders to offer a revised bid in GeM. The L-lout of these two shall be entitled to an award of the contract.
- 10) **Validity of Rates:** Rates finalized & agreed will remain firm during the Contract period of three years plus one year extendable.
- 11) In case, rate of GSTN 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.
- 12) The Price bid will be valid for 180 days from the date of opening of Technical Bids.
- 13) That the above rates quotes had been filled after considering all the factors and all the costs and consequences related to the work scope, terms, and conditions of the Tender/

IMPORTANT NOTE:

IF A BIDDER QUOTES NIL CHARGES / CONSIDERATION OVER AND ABOVE THE KNOWN MINIMUM CHARGES THAT ARE PAYABLE / APPLICABLE AS PER GOVERNMENT OR REGULATORY BODY, ETC. IN THE ABOVE FINANCIAL BID THEN THE BID WILL BE TREATED AS UNRESPONSIVE AND WILL NOT BE CONSIDERED.

Undertaking: I have carefully gone through and have understood and hereby agree to all the General Terms & Conditions, Work scope & specifications governing the tender and agree unconditionally to abide by / accept all the terms and conditions, entire work scope, all specifications and all undertakings included in this Tender Document. I hereby confirm that I am authorized to Sign the tender Documents.

Signature of Authorized signatory:
Name & Designation:
Company/Firm/Proprietorship firm (Name & Seal):
Date:
Place: