

DISCLAIMER



While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, or no responsibility or liability will be accepted by AI Engineering Services Ltd. (AIESL) or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFQ is not an offer by AI Engineering Services Ltd., but an invitation to potential Service provider/organization for submission of their interest for providing services as mentioned in terms and conditions section of this tender document.

This Tender is not an agreement and is neither an offer by AI Engineering Services Ltd. to the prospective bidder(s) or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and commercial offers pursuant to this Tender.

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

AI Engineering Services Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any or bidder upon the statements contained in this Tender. Any information/documents including information/documents pertaining to this Tender or subsequently provided to bidder(s) and/or successful bidder and information/ documents relating to the bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation is not subject to disclosure as public information/ documents.

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

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

(I) INTRODUCTION

AI Engineering Services Limited , a company incorporated under Companies Act 1956, having it's registered office at 2nd Floor, CRA Building, Safdarjung Airport, New Delhi 110003(hereinafter referred as "AIESL"), invites sealed/closed bids under two bid system from eligible bidders (hereinafter referred to as "**Bidder(s)**") meeting the Technical Bid Evaluation Criteria mentioned at **SECTION B and C** of the Tender and also complying with terms and conditions of the subject Tender, for **Supply of Articulated Boom lift for Trivandrum MRO.**

(II) PURPOSE OF THE TENDER

AIESL, a public-sector undertaking for the maintenance of various types of aircrafts. For the maintenance of high reached areas like Empennage, Vertical tail areas etc, Articulated Boom lift is required for the easy access on those areas. For this purpose, AIESL is inviting Service Providers (**herein after referred to as SP** which is defined as Service Provider having previous experience in the supply of Articulated Boom lifts) to quote for these services in 2 bid tendering process viz. technical bid and Price Bid as per Section-C.

(III) NOTICE FOR INVITING TENDER



Tender No. & Name of the Tender	AI/TRV-MRO/MMD/04-158 Dt 02.08.2024 “Supply of Articulated Boom Lift at Trivandrum MRO”
Pre-Bid Meeting Details	Refer GeM portal
Last date of receipt of queries from the prospective Bidders through mail, mail ID:	Through GeM portal
Last date/ time for submission of Bids documents through GeM portal (“ Due Date/Time ”)	Through GeM Portal.
Submission of Bids	Through GeM portal
Date and Time of Opening of Bids	Through GeM portal
Place of Opening of Bids	GeM
Extension of Due Date/Time	The Due Date / Time of submission and opening of Bids may be extended at any time, at the sole discretion of AIESL and shall be Notified on <u>GeM</u> No separate press advertisement will be issued by AIESL regarding extension of Bid opening date and Due Date/Time.
Earnest Money Deposit (EMD)	INR 1,60,000/-
Address of Communication for any clarifications.	avinash.shetty@aiesl.in , efd.trv@aiesl.in , mmd.trv@aiesl.in

SECTION A



General Terms and Conditions:

1) Terms and Conditions governing the Bid:

- i. AI Engineering Services Limited (herein after referred to as “**AIESL**”, invites Bids on GeM portal (under two bid system) from eligible Bidders meeting the Bid evaluation criteria specified in this Tender, for obtaining the Services as mentioned in Section B.
- ii. The Technical and Price Bid Criteria which the Bidder should satisfy for the purpose of the Tender has been mentioned in Section B, C and Section D respectively, hereto.

2) Definitions:

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

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

3) SUBMISSION OF BIDS:

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

❖ Technical Bid:

The Technical Bid as per format at Section C must be submitted separately through GeM portal **before the last date specified in GeM**, along with the requisite proof of submission of EMD / Bid Security Declaration Form (duly filled and signed) in place of EMD as the case may be. The Bidders must furnish the Technical Bid along with scanned copies of all attachments/documents/information and details sought / required through documentary evidence, duly signed by the authorized signatory of the Bidder(s) with company seal on all the pages of such documentary evidence and annexure submitted along with Technical Bid, as per the terms of the Tender.



❖ **Price Bid:**

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



OPENING OF BIDS

- i. On the date of opening of Tender only the Technical Bids will be opened. Price Bids of only those Bidder(s) who are qualified after the evaluation of the Technical Bids will be opened. Intimation will be sent to those Bidders who qualify after the evaluation of the technical Bids. No correspondence in this regard will be entertained.
- ii. If in the price quoted in the Price Bid, there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- iii. GST Noncompliance: In case the AIESL is not able to claim input GST credit on account of any fault, omission or noncompliance by vendor, The Vendor shall take prompt corrective action to ensure that AIESL is able to claim input GST credit. Till such corrective action is taken the AIESL reserves the right to withhold the payments to the extent of GST credit. However, if the AIESL is not able to claim input GST (in spite of corrective action taken by vendor), then the AIESL shall reserve the right to permanently withhold payment to the extent of GST and additional interest at the rate of 18% or any other rate prescribed under the GST laws subjected to all undisputed outstanding invoices are cleared.

4. AMENDMENTS AND EXTENSIONS

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

5. TENDER FEE:

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

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

- The price quoted by the Bidders shall be valid for a period of 120 (One Hundred Twenty) days from the date of Technical Bid opening. Any Bid whose validity is less than 120(One Hundred Twenty) days shall be summarily rejected.
- The price offered/agreed should remain firm till the completion of the Contract and subject to the terms of the Tender/Contract.
- No request for increase in prices shall be entertained during the Contract Period, except on account of increase in GST or any other Government levy, if imposed by the Govt. of India or airport operator charges, provided the Successful Bidder submits a proof of payment for such increase to AIESL.
- The Bidders should commit to pass on the benefit to AIESL of reduction in statutory taxes, etc., by the Government, during the period of Contract.
- During the Contract Period, if for any reason there is a downward revision in the prices, the successful Bidder shall pass on the benefits of the same to AIESL.

Note - The Tenderer may visit the site if required. For site visit, Tenderer may please contact **Mr. Marikumar, In charge, EFD, mari.kumar@aiesl.in / 0471-2787111/126**



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

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

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

8. AIESL's Rights & Discretions

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

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



9. MODIFICATION OF BIDS

- The Bidder(s) can modify or withdraw their Bid(s) before end date of bid in GeM portal as per the norms.
- In case of withdrawal of the Bid, the Bidder is required to withdraw as per procedure of GeM.
- No Bid shall be modified after the Due Date/Time for submission of Bids.
- Withdrawal/modification of Bid, during the time mentioned above, shall result in the forfeiture of the EMD submitted by the Bidder.

10. **EARNEST MONEY DEPOSIT (EMD):**

- a) EMD amount is Rs. 1,60,000/-
- b) Bidders should make on line payment of Rs: 1,60,000/- (One Lakh Sixty Thousand Rupees Only) towards EMD through NEFT / RTGS / UPI in
Banker Name: State Bank of India
Account no.: 33029526378
IFSC Code: SBIN0000691
Transaction ID no.:
- c) The Bidder should mention the Tender number along with his full name and address in the Remarks of EMD.
- d) If the Bidder is a MSE unit and claims exemption from submission of EMD as per Page No:8, in such an event the Bidder must submit a copy of the relevant MSE certificate at the address mentioned in the tender along with the submission of the Technical Bid, for their Bid to be considered as per the Tender.
- e) EMD in any other mode other than what is specified above will not be accepted.
- f) EMD will not carry any interest.
- g) EMD of unsuccessful Bidders will be refunded without any interest within 45 days from the award of the Contract to the successful bidder.
- h) EMD of the Successful Bidder will be returned without any interest, after receipt of a Bank Guarantee or DD as Security Deposit against the Contract.
- i) EMD of a Bidder will be forfeited if the Bidder withdraws or amends its Bid after the due date, impairs or derogates from the Tender in any respect, or declines to accept or honor the Contract if awarded in his favor within the Bid validity period. If the Successful Bidder fails to furnish Security Deposit within the specified period, its EMD is liable to be forfeited.
- j) AIESL reserves the right to reject / not consider the Bid if it has been received without EMD or proof of submission/details thereof or the EMD has been submitted in a mode other than as specified above, or a valid proof of exemption from submission of EMD has not been provided.

11. **EXEMPTION / PREFERENCE TO MSE UNITS:**

- As per Public Procurement Policy for Micro and Small Enterprises (MSEs)
- preference will be provided to MSEs as per the prevailing policy as formulated by Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSEs must be registered with any of the following to avail the benefits /

preference available vide Public Procurement Policy MSEs Order,2012

- (1) District Industries Centers (DIC)
- (2) Khadi and Village Industries Commission (KVIC)
- (3) Khadi and Village Industries Board
- (4) Coir Board
- (5) National Small Industries Corporation (NSIC)
- (6) Directorate of Handicraft and Handloom
- (7) Any other body specified by Ministry of MSME.
- (8) Udyog Aadhaar



- iii. MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the tendered item along with their bid.
- iv. The MSEs registered with District Industries Centers must submit the **Acknowledgement of Entrepreneur Memorandum (EM) Part-II** along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
- v. The Micro and Small Enterprises not registered for the trade/item for which this tender is relevant, would not be eligible for exemption / preference.
- vi. The registration certificate issued from any one of the above agencies must be valid as on close date of the tender.
- vii. The MSEs, who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
- viii. Exemption from submission of EMD–MSE units are exempted from EMD. Proof must be submitted.
- ix. Security Deposit- The Successful Bidder (MSE/Non-MSE) will be required to submit the Security Deposit as applicable on the Contract value. However, in case of MSE Bidders, the Security Deposit/Bank Guarantee can be submitted on yearly basis renewable every year.
- x. Price Preference- Since tender item cannot be split or divided, etc. the MSE quoting a price within the band L1 + 15 % may be awarded for full/complete supply of total tendered value to MSE. The MSE for the Tendered item and quoting price within a price band of L1 + 15 percent may be awarded for shall be allowed to supply of requirement by bringing down their price to L1 price in a situation where L1 price is from a Party other than a MSE.

The MSEs not registered for the particular trade / item for which the Tender is relevant, would not 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 registration or renewal of registration under Udyam Registration but have not obtained the valid certificate as on close date of the Tender, are not eligible for exemption / preference.

12. PRICE PREFERENCE TO MII:

To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017. The order is issued pursuant to Rule 153 of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order: -

- 'L1' means the lowest tender or lowest bid, or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local



supplier” may be above the L1 for the purpose of purchase preference. It has been fixed as 15 (Fifteen) percent.

- ‘Nodal Ministry’ means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- ‘Procuring entity’ means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
- ‘Works’ means all works as per Rule 130 of GFR- 2017 and will also include turn key works.
- It is mandatory for MII units (registered with NSIC) to agree to match the L1 price (quoted by large scale unit) on being given the benefit of up to 15 % price preference over the quotation of the large-scale unit.

Note: GEM ALLOWS PREFERENCE FOR L1+20%, but as per AIESL policy L1+15% will only be considered for price matching.

13. SECURITY DEPOSIT / PERFORMANCE GUARANTEE:

i. The bidder who qualifies for award of Contract will have to deposit with AI Engineering services Limited 5% (**Five percent**) of the total value of the Contract towards interest free Security deposit, within 2 weeks of receipt/award of the Contract and or before commencement of work. The Security Deposit is to be paid by way of Account Payee Demand Draft,/ Banker’s Cheque/ Bank Guarantee (BG) issued from any commercial bank, Fixed Deposit Receipt from any Commercial bank, in favor of ‘AI Engineering Services Limited’ (AIESL), **payable at Trivandrum**.

ii. In case of submission of Security Deposit by Bank Guarantee, it may please be noted that the original BG must be forwarded by the Bank directly to AIESL through registered AD (Acknowledgement) as per the detailed procedure which will be advised to the Successful Bidder. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the successful bidder.

iii. Security Deposit if provided by way of Bank Guarantee shall be furnished on non-judicial stamp paper of appropriate value and in the prescribed format.

iv. The Security Deposit / Bank Guarantee will be refunded / returned without interest within 60 days of successful completion of services/ against the Contract after adjusting for damages, if any, that may be imposed under the terms of the Contract.

v. Validity of the SD / BG would be till 60 days after the scheduled completion of all obligations under the Purchase Order / Contract.

vi. Security Deposit (SD) is mandatory for the successful **MSE Units** also.

vii. In case of MSE Bidder, the Security Deposit can be deposited on yearly basis, renewable every year.

viii. In case, Security Deposit is not deposited as per the terms of the Tender and the Contract, before the commencement of the Services, the bills presented by the Successful Bidder shall not be processed for payment till the time the Security Deposit is deposited by the Successful Bidder. In the event the Security Deposit is not deposited by the Successful Bidder within 45 days from the date of award of the Contract, AIESL reserves the right to terminate the Contract and re-issue a fresh tender for providing the Services under the Contract at the sole risk and cost of the Service Provider.

ix. In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / Bank Guarantee be invoked.

x. Such Security Deposit shall not bear any interest and shall be refunded without interest only on successful completion of the Contract and upon fulfillment of all Contractual obligations after a period of 60 days from the expiry of the Contract Period.



14. **PRICE NEGOTIATION**

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

15. **EVALUATION PROCESS FOR TECHNICAL BID (STAGE 1)**

- The Technical Bids would be first evaluated for compliance. During the evaluation, AIESL reserves the right at its sole discretion to seek whatever information, documents etc. from the Bidder as it may consider necessary for the purpose of evaluation of the Bids.
- In the event the Bidder fails to provide any information or documents sought by AIESL, the Bid of the said Bidder shall be rejected by AIESL. No correspondence in this regard will be entertained
- The Bidders who qualify as per the Technical Bid evaluation criteria as mentioned under Section B, C and D, and other requirements of the Tender would be considered for next stage of Tender process, and they would be duly intimated by email.

16. **EVALUATION PROCESS FOR PRICE BID (STAGE 2):**

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

17. **AWARD OF CONTRACT/AGREEMENT, ACCEPTANCE, COMMENCEMENT / EXECUTION**

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

- i. The Successful Bidder must convey acceptance of Letter of Award (LOA) within 7 days of receipt of the same and provide their bank details with a cancelled cheque.
- ii. The Successful Bidder must supply the item within the delivery period after Acceptance of LOA.

18. **FRAUDULENT PRACTICES:**

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

- **“Corrupt practice”** means the offering, giving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- **“Fraudulent practice”** means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the AIESL and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive AIESL of the benefits of free and open competition.



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

19. CONTRACT MANAGEMENT:

Purchase order will be released through GeM.

20. Penalty Clause: -

(i) Penalty for delayed deliveries: The tendered item is required for the purpose of AIESL's use. Timely delivery therefore, is of utmost importance. In case of delay in delivery, penalty for late delivery will be charged at the rate of 0.5 % per week after one month, of the value of the contract (excluding taxes and delivery charges) subject to a maximum of 10% of the value of the contract. In the event of continued delayed supply, AIESL reserves the right to cancel the contract and to take the appropriate necessary action in its interest.

(ii) Penalty for substandard/defective quality/short supply: At the time of delivery/acceptance of the items/goods if it is found that the items/goods so delivered are not as per the specifications given in the contract/purchase order then AIESL reserves the right to charge SP an amount for defective quality, subject to maximum of 10% of value of contract/order. AIESL may also order SP to make good the defects in quality by way of replacement/repair/corrections.

(iii) However, in case of exigencies where such items are required to be accepted in spite of deviations from the specifications of contract/PO, then depending on the extent and nature of the deviations, such consignments may be accepted at the sole discretion of AIESL, by imposing an appropriate penalty subject to maximum of 15% of the contract/ invoice value.

(iv) In case of any complaints on the quality issue at the time of use of the items/goods by AIESL, or any other stake holder of AIESL after acceptance of the delivery, then depending on the nature and the extent of the deficiency, AIESL reserve the right to impose an appropriate penalty on the total value of the lot supplied, subject to maximum of 15% on the invoice of the consignment/Lot

(v) In the event, supplies are found to be continuously deviated from the specification etc., AIESL reserve the right at its sole discretion to cancel the contract/Purchase order, and to withhold payments for such supplies that have not been accepted.

21. ERRANT BIDDERS:

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



22. JURISDICTION:

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

23. ZERO DEVIATION

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

24. SUBMISSION OF INVOICE:

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

The invoice shall be submitted to:

**AIESL TRV MRO, Material Management Department, TRV – MRO
Opposite KSEB,
Chackai, Trivandrum Kerala – 695007**

25. PAYMENT TERMS:

- Payment will be made **within 60 days** from the date of receipt of the item, completion of installation and commissioning (or) original invoice, whichever is later. However, if a Successful Bidder is a **MSE** Unit, then the payment will be made within **45 days** from the date of receipt of the item, completion of installation and commissioning (or) original invoice for payment, whichever is later as per the laid down govt. guidelines for MSME bidders
- Payment will be made through ECS mode (or) by Cheque
- It is clearly and specifically understood that storage charges incurred on account of delay in clearance of consignments on the pretext of delay in payment of bills by AIESL, will have to be borne by SP. The invoices should be submitted as per agreed tender terms & conditions clearly with the breakup along with the supporting documents, failing which may result in delays for payment process until the SP submits the clear and relevant supporting documents
- Successful bidder is required to submit duly verified Bank Mandate form along with copy of relevant cheque leaf, duly cancelled to enable Accounts department to make payment through ECS., NEFT etc.
- TDS & GST shall be deducted by AIESL from the payments, as per the applicable laws.

26. FALL IN PRICE CLAUSE:

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

27. INDEMNIFICATION:

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



employees of the Successful Bidder.

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

28. CONFIDENTIALITY:

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

29. TERMINATION:

The Contract may be terminated in the following circumstances:

- i. The Contract shall expire upon the expiry of the Contract Period i.e., 3 (Three) years from the date of execution of the Contract unless renewed or Warranty period whichever is higher.
- ii. In case of unsatisfactory performance or breach of any of the clauses of the contract, AIESL shall issue a notice of 30 days to the Service Provider to rectify the breach and improve the Performance failing which AIESL shall be at liberty to terminate this Contract by providing 30 days written notice to the Service Provider. In such case, the Service Provider shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account.
- iii. In the event of breach of confidentiality, the Contract can be terminated by AIESL with a notice period of 1 (one) month.
- iv. Either Party may terminate the Contract, in the event the Force Majeure Event subsists for a period of more than 90 days.
- v. The Parties shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the Contract till the termination.

30. EXIT / TERMINATION OF CONTRACT:

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

31. CLAIMS FOR DAMAGES

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



32. FORCE MAJEURE

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

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

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

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

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

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

33. RESOLUTION OF DISPUTES AND ARBITRATION:

i. Any dispute arising between the Service Provider and AIESL (Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the Contract or the validity or breach thereof (the “Dispute”), shall first be settled by mutual consultation between the authorized representatives of the Parties. If the Dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has, the same shall be settled and finally resolved by arbitration.

ii. Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one (1) arbitrator each and the two (2) such appointed arbitrators shall in turn appoint the third (3rd) arbitrator as the presiding arbitrator.

iii. The arbitration award passed under the arbitration shall be final and binding on the Parties.

iv. The proceedings of the Arbitration shall be conducted in English language and place of arbitration shall be Delhi.

v. Each Party shall bear their own cost with respect to such arbitration.



34. NOTICES

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

35. INTERPRETATION:

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

36. EXPENSES

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

37. SEVERABILITY

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

38. AMENDMENT

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

39. GOVERNING LAW

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

40. JURISDICTION

Any dispute arising out or in connection with the Contract shall be subject to the exclusive jurisdiction of the Courts of Delhi only.

41. OTHER TERMS & CONDITIONS:

- i. It is further clarified that any Bidder signing the Bid and other documents in connection with the Tender must certify whether he signs as:
 - a) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
 - b) A partner of the firm if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender should be signed by all the Partners. Constituted attorney of the firm if it is a Company.
 - c) Authorized signatory of the firm
- ii. Issue / submission of Bid form does not necessarily mean that the Bidder is an eligible Bidder.



- iii. Bidder is advised to quote strictly as per terms and conditions of the Tender and not to stipulate any deviation / exceptions.
- iv. Our Tender closes on the Due Date/ Time specified in Tender. Bidders must submit their Bids well in time before the scheduled close date and time of the Tender to avoid any last-minute glitches such as postal or courier problems or for any other reasons.
- v. AIESL will not entertain last moment request for extension of Due Date/ Time and reserves the right to accept or reject such request for extension at its sole discretion.
- vi. The Due Date/Time of Tender may be extended at any time prior to the date of closing of Tender. The closing date of submission of Bids may be extended at any time including after the scheduled date of closing, at the sole discretion of AIESL.
- vii. AIESL reserves the right to close the Tender / reject any /all Bids at any stage of Tender at its sole discretion, without any additional cost to AIESL
- viii. AIESL reserves the right not to consider the Bid of any Bidder, blacklist the Bidder for a period up to 3 years, if it is determined / noticed at any stage during the Tender process or after Contract Period that the Bidder has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive practice to Bid / obtain the Contract. This will also have an impact on other Contracts / POs, the Bidder may have with AIESL where to AIESL reserves the right to take appropriate actions as deemed fit, in AIESL sole discretion.
- ix. AIESL reserves the right to reject/not consider at its sole prerogative the Bids of such Bidders who have been involved in any litigation with AIESL in the last 5 years / ongoing litigation or arbitration with AIESL or have been blacklisted/ debarred by any PSU, Govt. bodies.
- x. Bidders are required to declare if they have any ongoing legal disputes with any government agencies such as Income Tax, EOW etc. In the event of any Suppression/ Misrepresentation of such facts AIESL reserves the right, at its sole discretion, to take appropriate action as deemed fit including but not limited to disqualification of the Bidder and termination of the Contract
- xi. Any clarifications sought by AIESL with respect to the Bids submitted by the Bidders will be considered as a part of the Bid and AIESL reserves the right to seek clarifications at any stage of the Tendering process.
- xii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- xiii. All relevant documents required related to the Services to be provided under this Tender are to be submitted by the Bidders at their own cost.
- xiv. Bids should be unconditional. Conditional Bids would not be accepted and are liable to be rejected.
- xv. The terms of the Tender and the Contract are CONFIDENTIAL, and anything contained in the tender shall not be disclosed by the Bidders to any third party in any manner, whatsoever.
- xvi. Bidder shall give the official mailing address, email, and phone numbers to which all correspondences shall be sent by AIESL. Also, in the event the address of the Bidder is changed, the same shall be intimated to AIESL immediately by the Bidder.
- xvii. AIESL reserves the right to annul the Tender process and reject any or all the Bids at any time prior to the award of Contract without incurring any liability to the Bidder(s) or without any obligation to inform the Bidder(s) of the grounds of such annulment/rejection. AIESL further reserves the right to add/delete/modify any one or more of the terms and conditions contained in the Tender or any of the agreements proposed to be entered into by AIESL with the Successful Bidder.
- xviii. The Near Relatives of employees of AIESL office who is likely to benefit the Bidder during the award/implementation of Contract are prohibited from participation in this Tender. Near relatives are



defined as:

- a. Members of Hindu undivided family.
 - b. Their husband or wife
 - c. Relatives in the manner as father, mother, son(s), son's wife, daughter(s), Daughter's husband, brothers, brother's wife, sister, and sister's husband
- xix. The Bidder should quote the figures as well as in words the rates and amount in figures only as per the Price Bid format given in Section –D The language for filling Tender Documents shall be in English.
- xx. When there is a difference between the rates in figures and in words in Price Bid, the rates which corresponds to, the amount worked out by the Bidder, shall be taken correct as per the following:
- a. When the amount of any item is not worked out by the Bidder or it does not correspond to the rate written either in figure or in word, then the rate quoted by the Bidder in words shall be taken as correct.
 - b. When the rate quoted by the Bidder in figures and in words tallies but the amount is not worked out correctly, rate quoted by the Bidder shall be taken as correct and not the amount.
- xxi. All rates shall be quoted on the proper form (i.e., the Price Bid format) of the Tender alone. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only. The total amounts should be written in figures only. In case of figures, the words Rs. or the rupee symbol should be written before the figures of rupees and words paise after the decimal figures, e.g., Rs.2.15p and in case of words, the word Rupees shall precede and the word "Paise" shall be written closely following the amount and it shall not be written in the next line.

42. AMENDMENTS / CLARIFICATIONS

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

43. Sub-Contracting:

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

44. NOTE:

- The Bidder may modify or withdraw their Bid after the Bid submission but prior to the date/time of opening of Bids subject to SOP for such activities in GeM, Last modified Bid by the Bidder shall be treated as the final Bid.
- No Bid shall be modified/withdrawn after the date/time of opening of Bids. Withdrawal of a Bid after the date/time of opening of Bids shall result in application of Bid Security Declaration Forbidden of duly submitted EMD.
- All the pages of the Bid must be mandatorily signed and stamped by the authorized signatory and enclosed along with the supporting documents as required in the Technical Bid.
- All documents in support of the Bid must be submitted in accordance with the checklist as per Check sheet attached in Section C of the Tender.
- The Bidders can download the Tender free of cost from GeM portal



SCOPE OF WORK:

SECTION B

TECHNICAL SPECIFICATION:

Supply of Articulated Boom lift for the maintenance of High reach areas of different types of Aircrafts.

Performance requirements

- Maximum Operating Height: At least 15 to 16 mtrs
- Horizontal Reach out: 8 mtrs
- Articulation: Almost 360 deg
- Automatic levelling Basket with rotation:180 deg
- Lift capacity:230 kg
- Electro-hydraulic operated.
- Equipment Maintenance Programs: Interface to give real access to key information about the machine status and daily maintenance operator.
- Self-Diagnosis: Daily Machine Maintenance, Performance Diagnosis
- Safety Cones holder
- Basket Plug (110 / 230 V)

Mobility

- Travel speed 4-5 km/h (walking speed)
- Cushion non marking tyre with solid wheels
- Battery control system with automatic cut-off protection
- Self-stabilized with pothole protection and parking brake.
- Zero Tail Swing - Working in tight quarters near rudder and fin area outdoor and even inside the hangar, a zero-tail swing Boom is required to avoid damage to the surrounding structure.
- Anti Entrapment feature
- Jib with both horizontal and vertical rotation.

Boom System

- Telescopic upper and lower boom of high strength steel, robust, lockable control panel with display function
- Self-levelling platform with hydraulic levelling system
- 230 V electrically operated with stand by power of re-chargeable Li-ion 48V battery & charger.

Safety standard

- Certification of CE-EN280, Incorporation of Emergency cut out system, Manual Emergency Lowering device, Overload sensor, Inclinator Motion cutout and alarm.

Stabilization

- Electro hydraulic stabilization with automatic levelling and ground pressure sensor system, wear resistance, anti-friction outrigger feet.

Size

- Platform size – less than 1.5 x 1 m
- Length – less than 7m
- Width – less than 2m

Accessories

- Safety Harness (Qty 2), Outrigger Pad, Sliding Pad, Track mat, 2 LED Head light, all protective covers and 230 V power outlet, eyelets for safety belts, tool tray in the basket.

Warranty

- Equipment: 3 Years
- Battery: 5 years

Delivery Period

- Within 10 - 12 weeks

Technical Evaluation Criteria

To be complied with the technical specifications provided above as minimum, higher side can also be accepted.

Equipment make & model with full technical specification and brochure to be attached.

Pre delivery inspection:

Online inspection will be carried out before delivery, the supplier has to arrange the online meeting

SECTION C



TECHNICAL BID FORMAT

1. Technical Bid Format submit with Check list as per page 28

Sl.	Qualifying Criteria	Yes	No
1.	Whether registered with the Registrar of Companies/Registrar of Firms in India. If so, mention number and date and enclose Registration Certificate copy	Yes	
2.	Turnover: Annual turnover of 40,00,000 relating to the same Service in the last 3 year i.e 2020-21, 2021-22, 2022-23 financial years. Turnover for 2020-21: _____ Turnover for 2021-22: _____ Turnover for 2022-23: _____ Copy of Certificate from CA and P&L account & Balance sheet to be Submitted. Turnover for 2023-24 (unaudited) to be also included: _____	Yes	
3.	Experience: As on date of submission of the tender, the bidder must have previous experience in the supply of Articulated Boom lifts, or similar type of equipment's The tenderer will be qualified if they have complete similar nature of works during last Three years - One single work of similar nature of at least 80% of estimated value of contract, or - two works of similar nature each of at least 50% of estimated value, or -- three works of similar nature each of at least 40% estimated value of contract. Details Copy of document to be submitted (completion certificate with final value)	Yes	
4.	Income Tax Returns: AY 2021-22, 2022-23,2023-24(Compulsory) ,2024-25 (if available)	Yes	
5.	Not Blacklisted / Debarred As on date of submission of the tender, is your company blacklisted / debarred from participating in new tenders by any Govt. /Govt. Agency /Aviation industry/ AIESL or their sister / subsidiary companies.	Yes	
6.	# If EMD is NOT enclosed, have you attached Supporting documents for Exemption?	Yes	
7.	PAN/ GIR NO. with details	Yes	
8.	Valid ISO 9001 Certificate	Yes	
9.	GST Registration No. with details	Yes	
10.	Agreeing for the payment Term of 60 Days	Yes	
11.	Exemption for MSE shall be applicable on submission of MSE certificate (must)	Yes	



Date: _____
Place: _____

Signature _____
Name _____
Designation _____
Co. Name & Seal _____

I/We have read and examined the Notice Inviting Tender, Annexure, Specifications Applicable, General Rules and Instructions, General Conditions of Contract, and all other documents referred to in the conditions of contract and all other contents in the tender document for the work and accept the terms and conditions of the tender in full conformity.

Date:

Place:

SEAL & SIGNATURE OF THE VENDOR/CONTRACTOR

NOTE: Filled up Excel File of the table of Section C above to be provided (uploaded) with Technical Bid.



2. SECTION D - Price Bid Format

Grand Total (L1) including taxes --> Billing as per final usage

SL NO	Description (Unit)	Qty	AMOUNT in Rs
1	Articulated Boom Lift	1	
NET TOTAL			
GST			
GRAND TOTAL			

Amount in Words: _____

❖ **Grand Total should be the Total value inclusive of all the charges.**

- **Changes in GST rates will be considered for settling the payment.**

Date: _____

Place: _____

Signature _____

Name _____

Designation _____

Co. Name & Seal _____



UNDERTAKING FROM BIDDERS

I / We.....confirm that I / we do not have any relative, who is an Employee of AIESL or its subsidiaries and is likely to benefit us during the Award / implementation of the contract /PO.

I / We also indemnify that any subsequent detection of direct or indirect beneficiary of any application / award of any contract to any employee of the organization may result in disqualification / termination as the case may be. AIESL or its subsidiary will have the sole discretion to do so and such cases cannot be referred for arbitration.

SIGNATURE:

SEAL OF THE COMPANY:



INDEMNITY BOND

THIS INDEMNITY BOND is executed on the ____th Day of ____2024,

By

_____ having, it Registered Office at _____ here in after referred to as Service Provider (which expression shall unless it be repugnant to the context to the meaning there of shall be deemed to mean and include it successor and assigns).

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

And whereas the Service Provider by means of an agreement shall execute the **Supply of Articulated Boom Lift at Trivandrum** in Kerala.

1. Under this contract, the Service Provider agrees to undertake to keep AIESL indemnified against any claims/cost / damages and penalties in respect of breach of any Labour Laws both Central and State.
2. The Service Provider agrees to be responsible for ensuring the compliance of Labour Laws both Central and State especially, but not limited to Employees State Insurance Act, 1948 and Workmen's Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act, 1938, Contract Labour (Regulations and Abolition) Act, 1970, time to time and further shall be solely responsible for any cost and consequences on account of any breach and / or non-compliance of any other provisions of Labour Laws and shall indemnify AIESL against any claim / cost / remedies and penalties in respect of breach of any of the provisions of Laws in force.
3. The Bidder shall strictly ensure that Minimum Wages as stipulated by the appropriate Government is paid each month to the workmen deployed by them.
4. The Service Provider hereby indemnifies and agrees to keep the AIESL indemnified, during the period of the contract on account of non-compliance of whatsoever nature on the part of the Service Provider in the matter of all applicable legislations with regard to his employees deployed on contract awarded to them by the AIESL and even thereafter, to make good any losses, payments, penalties incurred by the AIESL.
5. The Service Provider shall indemnify AIESL against payment of penalty, their Party claims, damages, loss of property of AIESL, Adani airport limited and/ or other party, due to mishandling, theft, damages due to rash driving, accidents, negligence, violation of any statutory laws and etc., by them and/ or the personnel deployed by the them. In case, any such claim amount is not deposited/ paid to AIESL or to the concerned personnel or agency then the same shall be deducted from their performance guarantee/ invoice payments. This shall also include legal cost involved.
6. The Service provider shall indemnify AIESL for any damage caused to AIESL employees, its property or loss to any third party resulting from failure of equipment within the warranty period. This shall cover all the compensation payable including legal charges due to any personnel injuries or fatalities
7. The Service provider shall indemnify AI Engineering Services Limited and its subsidiaries, assigns, against any claim from ESI Authorities / PF Authorities and / or any other statutory bodies under various labour laws relating to claim with regard to the workmen deployed by us. WE further indemnify AIESL and its subsidiaries against any losses that may accrue/occur on account of Vigilance Case/s filed/to be filed by ESI authorities/PF Authorities and/or any other statutory body under various labour laws.



The Service Provider hereby indemnifies and agrees to keep the AIESL indemnified, against any clause elsewhere as referred to in this tender document no **AI/TRV-MRO/MMD/04-158 Supply of Articulated Boom Lift at Trivandrum**” which specifies so.

Signed, Sealed & Delivered

Within the named _____

Through their Director /

Proprietor / Representative.

Witness:

- 1.
- 2.

ACCEPTANCE LETTER TO OUR TERMS AND CONDITIONS ON TENDERER'S LETTER HEAD CERTIFICATE



To,

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

Trivandrum Sir,

It is certified that we have studied and understood the terms and conditions of the tender for the **Supply of Articulated Boom Lift at Trivandrum MRO**. We agree to abide by the same, unconditionally during the warranty period (3 Year equipment and 5 year Battery).

AUTHORISED SIGNATORY

NAME: DESIGNATION: COMPANY SEAL

E-mail: Tel. No.: Mobile:



CHARTERED ACCOUNTANT'S CERTIFICATION

I, C.A (Name) ----- Membership Number-----have verified the above details as per the documents/records submitted for verification and hereby certify that the above statement is correct.

Signature of C.A ----- & Seal



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

Sl no	Description	Documents Required	Documents Attached
1	Company Profile	Yes	
2	GST Registration Certificate	Yes	
3	Copy of Audited Balance Sheet, P&L account for the last 3 financial year	Yes	
4	IT returns filed for last 3 years.	Yes	
5	Income Tax PAN Card	Yes	
6	Transaction details towards EMD Rs.1,60,000/-	Yes	
7	Acceptance letter to our terms and conditions	Yes	
8	The Bidder should be ISO 9001 certified. Valid Certificate for this year to be enclosed.	Yes	
9	The Bidder should have previous. Experience of similar nature works. Proof in this respect should be enclosed	Yes	
10	Purchase order of customers where similar projects has been implemented during the previous year. Need to be enclosed along with full address, telephone numbers and fax nos. of customers	Yes	
11	All columns in Annexures should be filled in the tender document, all pages are to be Signed by the bidder and attached	Yes	
12	All Products shall be manufactured in accordance with IS STANDARD	Yes	
13	Confirmation of product support for minimum of 3 years after warranty period.	Yes	

Authorized Signatory:

Name of Signatory _____

Designation of Signatory _____

Seal of Company

Place: _____

Date: _____



CERTIFICATION

Certified that:

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

AUTHORISED SIGNATORY

COMPANY SEAL



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

Performance Bank Guarantee /Security Deposit Form

WHEREAS (Name and address of the bidder) (Hereinafter called “the service provider”) has undertaken, in pursuance of contract no..... dated to supply (description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the service provider such a bank guarantee.

NOW THEREFORE, weBank, hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum, or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the day of2027

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Name & address of the Bank Branch



SECURITY DEPOSIT DECLARATION FORM

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

To

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

I/We, the undersigned declare that:

After qualifying for award of Contract for Tender No. **AI/TRV-MRO/MMD/04-158 for "Supply of Articulated Boom Lift at Trivandrum MRO"** with AIESL. We will deposit 5% **(Five percent)** of the total value of the Contract **towards interest free Security deposit**, within 2 weeks of receipt of the Contract.

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

Authorized Signatory

Name of Signatory _____

Designation of Signatory _____

Seal of Company

Place: _____

Date: _____



FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD
(to be submitted in Bidder's Company Letter Head duly signed and stamped)

To

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

I / We, the authorized signatory of M/s , participating in the
Subject tender No for the item / job of , do
hereby declare the following:

1. That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
2. That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of AI Engineering Services Limited for minimum period of One year or up to 3 years from the date of committing such breach.

Authorized Signatory

Signature of Signatory _____

Name of Signatory _____

Seal of company

Place: _____

Date: _____