

**COVERING LETTER**

**Subject: Tender for Carrying out Repairs and Renovation of Toilets at Hangar 2, 3rd floor & Hangar 3, 4th floor and in parts/ patches at AIESL, Engineering premises, OAP, Santacruz (East), Mumbai-400029.**

- a) AI Engineering Services Limited (AIESL), Old Airport, Santacruz (E), Mumbai-400029 invites on line bids through GeM portal from authorized firms/contractors for Carrying out Repairs and Renovation of Toilets at Hangar 2, 3rd floor & Hangar 3, 4th floor and in parts/ patches at AIESL, Engineering premises, OAP, Santacruz (East), Mumbai-400029.
- b) **Description:** Tender for Carrying out Repairs and Renovation of Toilets at Hangar 2, 3rd floor & Hangar 3, 4th floor and in parts/ patches at AIESL, Engineering premises, OAP, Santacruz (East), Mumbai-400029.
- c) **Total approximate Value of the contract:** INR 4.89 Lakhs (All inclusive).
- d) **Job/Work Location:**
- Hangar 2, 3rd floor & Hangar 3, 4th floor and in parts/ patches at AIESL Engineering Premises, OAP, Santacruz (East) Mumbai-400029.
- e) **Earnest Money Deposit:** Not Applicable

**❖ DISCLAIMER**

- ✓ The information contained in this tender document or / and any information pertaining to the aforesaid subject matter provided subsequently to the applicants / bidders in any form by AIESL, shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AIESL, prior to award of the Tender.
- ✓ The purpose of this tender document is to provide all bidders with the information that may be useful to them in the formulation of their proposals / bids in response to this tender document. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AIESL, do not purport to contain all / exhaustive information on the aforesaid subject matter that each applicant may require for the purposes of submitting their bids.
- ✓ The assumptions, assessments, statements and information contained in this tender document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this tender document and shall obtain independent advice from appropriate sources at no cost to AIESL.
- ✓ The information provided in this tender document to the applicants is on a wide range of matters, some of which depend 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.

**Tender No.: AIESL/MMD/EFD/PFD/01-05/296****DATE: 02.06.2025**

- ✓ 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 document.
- ✓ AIESL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender document, from time to time till close date of tender.
- ✓ The tender document does not imply that AIESL is bound to select a bidder or to appoint the selected bidder, as the case may be, and AIESL, reserves the right to reject all or any of the proposals without assigning any reason whatsoever at any time. The bidder shall bear any and all its costs associated with or relating to the preparation & submission of its proposal / bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIESL or any other costs incurred in connection with or relating to its proposals. All such costs and expenses shall remain with the bidder and AIESL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation for submission of the proposal, regardless of the conduct or outcome of the bid selection process as contained herein.

❖ **General Terms and Conditions**

- ✓ 'AIESL' as used in the Tender document means 'AI Engineering Services Limited'.
- ✓ "Contract" means the agreement entered into between the Purchase and the Contractor, as recorded in the contract form signed by the parties including all annexure thereto and appendices therein.
- ✓ "Tenderer" or Seller" or "Bidder" means as used in the Tender document, is one who has submitted the quotation in response to our tender document. It also means the individual or firm or company, who are manufacturers and suppliers, on whom the order for work is placed and shall be deemed to include their approved successors, heirs, executors and administrators, holding company/Group/Group Companies, Conglomerate as the case may be.
- ✓ It is further clarified that any individual signing the tender or other documents in connection with the tender must certify whether he signs as:
  - i) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
  - ii) A partner of the firm if it is a partnership must have authority to refer to arbitration and 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.
  - iii) Constituted attorney of the firm, if it is a Company.
  - iv) Authorized signatory of the firm.
- ✓ **ONE BID PER BIDDER:**

A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- ✓ A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:
  - a) they have controlling partner (s) in common; or
  - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

**Tender No.: AIESL/MMD/EFD/PFD/01-05/296****DATE: 02.06.2025**

- c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. Bidders are required to submit a confirmation for no conflict of interest with other bidders. Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

✓ Alternative Bids shall not be considered.

✓ Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details. & DIN Nos. and corresponding documents.

**In case of Partnership / LLP:** Bidder must submit copy of Partnership /LLP Deed.

**In case of Public / Limited Company:** Bidder must submit copy of Share Holding details of all shareholders.

✓ It is the responsibility of the participating Bidder(s) to assess the relationship as mentioned above. In case any undertaking/declaration given by a Bidder(s) in this regard is found to be false, this would be a sufficient ground for rejection of Bid(s) /termination of contract and also initiation of further action as per Corrupt/Fraudulent/ Collusive / Coercive Practice.

#### ❖ **Standard Terms & Conditions:**

✓ AIESL reserves the right to close the tender / reject any / all offers at any stage of tender at its sole discretion.

✓ AIESL reserves the right not to consider the bid of any Bidder, blacklist the Bidder for 3 (three) years, if it is determined / noticed at any stage during the tendering process or after release of Contract that the said Bidder has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive practice in order to bid / obtain the Contract. This will also have an impact on other Contracts / POs, the Bidder may have with AIESL where AIESL reserves the right to take appropriate action as deemed fit.

✓ AIESL reserves the right to reject / not consider at its sole discretion the bids of such bidders who have been involved in any litigation with AIESL in the last 3 years and / or are at present involved in any ongoing litigation or arbitration proceedings against AIESL. Further, those bidders who have records of

poor performance during the last 3 (three) years, as on the date of submission of the bid, such as abandoning the work, rescinding of the contract for which the reasons are attributable to the non-performance of the Bidder or its constituents, inordinate delays in completion and/or have a consistent history of litigation / arbitration awarded against the Bidder or any of its constituents or financial failure due to bankruptcy etc. are liable to be disqualified.

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



**Tender No.: AIESL/MMD/EFD/PFD/01-05/296**

**DATE: 02.06.2025**

- ✓ AIESL reserves the right to reject / not consider at its sole discretion the bids of such bidders have been blacklisted / debarred by any PSU, government bodies in India.
- ✓ Bidders are required to declare if they have any ongoing legal disputes with any government agencies such as Income Tax, EOW etc. Suppression / Misrepresentation of such facts whenever it comes to light would invite disqualification and AIESL reserves the right to take appropriate action as deemed fit including discontinuing business dealings with the party.

## ❖ SPECIAL CONDITIONS:

- ✓ The location of work is Hangar/Apron areas, at Old Airport. The area is highly security sensitive and contractor will be required to obtain entry pass from our Security dept.
- ✓ A qualified and responsible supervisor will always remain present at site, when the work is being carried out. He will ensure compliance of standard safety precautions and use of safety equipment.
- ✓ Equipment which are in fit to use and serviceable condition only shall be provided to AIESL. It will be the contractor's sole responsibility to attend break down of equipment, if any, during the operation.
- ✓ Safety of the contractor's personnel / equipment shall be responsibility of the contractor.

## ❖ TENDER PROCEDURE

- ✓ This tender is strictly a **Two Bid Tender** i.e. Technical Bid and Price Bid. **Both the bids are to be submitted through GeM portal. No other mode of submission will be acceptable.**
- ✓ The close / due date for submission of bids may be extended at any time, including after the scheduled date of closing, at the sole discretion of AIESL.
- ✓ Amendments or extension of the close / due date, if any, to this tender will be informed via GeM portal.
- ✓ In their own interest, bidders are advised to submit bids, well before the close date / time of tender in order to avoid any last moment glitches. AIESL may not entertain any request for extension of close date and time and reserves the right to accept or reject any such request at its sole discretion.
- ✓ The bidder or their authorized representatives (maximum two) would only be permitted to attend the pre-bid meeting, if any.

## ❖ For any clarification, please contact the following official.

### For Technical Query:

Mr. Nilesh Ambre, Civil Engineer, Email: [nilesh.ambre@aiesl.in](mailto:nilesh.ambre@aiesl.in), Mobile: 9969830007

### For Commercial Query:

Mr. Arghyadeep Bhattacharjee, Executive-MM, Email: [arghyadeep.b@aiesl.in](mailto:arghyadeep.b@aiesl.in), Mobile: 7278757581

**❖ Submission of BIDS:****Technical Bid:**

- ✓ Bidders are advised to study carefully the Terms & Conditions as given in this tender document and submit their **technical bid** accordingly.
- ✓ Bidders are required to download all the documents. Wherever applicable the documents are to be duly filled-in with the required details. The filled-in documents along with supporting documents, if any, need to be uploaded on **GeM portal** for technical evaluation purpose. **Uploading of required Documents is mandatory. The documents should not mention any rates / prices. else bidder will be disqualified during technical evaluation.**
- ✓ Bidders are **required to give their acceptance of the terms and conditions as per Documents.** Any deviation from the terms and conditions must be clearly spelt out in the Technical Bid.
- ✓ Any other deviation in the specifications or tender's terms and conditions must be communicated to the concerned buyer / user for acceptance of the same, prior to submission of the bid depending on the merit of the case. AIESL reserves the right to accept or reject the deviation. In case, the deviation is accepted, the tender document will be amended accordingly. The bidder should submit their bid in line with the tender document only or else the same would be liable for rejection.
- ✓ AIESL reserves the right to change this date of opening at its own discretion.
- ✓ **All the supporting documents, as specified in the tender documents that are required** for compliance of bid must be submitted with the technical bid.
- ✓ AIESL reserves the right to call for the original copies of the attached / submitted documents in the technical bid for verification purpose during the evaluation stage. The Technical Bids would be evaluated for compliance in accordance with the tender document. The User Department of AIESL reserves the right at its sole discretion to seek clarification for shortcomings in information/documents from the bidders as deemed necessary for the purpose of evaluation of the bids.

**❖ Price Bid:**

- ✓ Bidders are required to **quote for the entire tendered quantity.**
- ✓ AIESL will not accept inclusion of any additional costs, if requested for, after closing of the tender.
- ✓ Submission of incorrect or incomplete information or with arithmetical errors in compilation of the data would be at the bidder's sole risk. The decision of AIESL in such cases would be final and binding.

**❖ Validity of Quotation, Prices, Govt. Taxes / GST**

- ✓ The price offered / agreed should remain firm till completion of the contract.
- ✓ No request for increase in price shall be entertained during this period except on account of increase in GST or any other Government levy, if imposed by the Govt. of India. Proof of payment for such increase is to be submitted to AIESL by the successful Bidder.
- ✓ The Bidders should commit to pass on the benefit to AIESL of reduction in statutory taxes, etc. by the Government, during the period of validity of the Contract.

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



Tender No.: AIESL/MMD/EFD/PFD/01-05/296

DATE: 02.06.2025

- ✓ During the contract period, if for any reason there is a downward revision in prices, the successful bidder will be responsible for passing on the benefits to AIESL.
- ✓ Increase in Govt. Taxes / GST etc. or any new levies, if imposed by the Govt. of India / State Govt. / Local Bodies, during the contract period will be borne by AIESL, if requested for, by the Successful Bidder/s. However, such request will be considered only if it is substantiated with copies of valid documentary proof of the same and **only if the bidder/s has quoted their rate giving the break-up of Govt. Taxes / GST in their price bid.**

## ❖ AMENDMENTS / EXTENSIONS:

- ✓ AIESL reserves the right to, amend any part / terms and conditions of the tender / extend the due date at its sole discretion.
- ✓ Amendments and clarifications, if any, to this tender will be hosted on the GeM Portal & NIT will be published on website of AI ENGINEERING SERVICES LIMITED. AIESL will not intimate the tenderers individually of the same. The tenderers are, therefore, advised to visit GeM portal / AIESL website regularly till the date of closing of the tender. The last amendment, if any, will be hosted a minimum of seven days before the closing date of the tender.
- ✓ Amendments, corrigendum, if any, and any extensions of the due date of opening of the Bids, as per the requirements of AIESL, will be uploaded in GeM.

## ❖ REJECTION OF BIDS: The submitted Bid will be rejected on the following grounds:

- ✓ Tenders received without required information and relevant documents as per the eligibility criteria, are liable to be rejected. However, AIESL reserves the right at its sole discretion to seek whatever information, documents etc. from the bidders as it may consider necessary for the purpose of the technical evaluation.
- ✓ In case of any variation, in the documents / data declaration submitted by the Bidder in support of the Technical Bid with the original documents, the Bids of such Bidder would be out-rightly rejected and would be disqualified during Technical Bid evaluation of Tender.
- ✓ Conditional Bids are liable for rejection. Decision of AIESL in such case shall be final and binding.

## ❖ Benefits / Preference for Micro & Small Enterprises (MSEs)/MII's: As per GeM policies.

## ❖ Earnest Money Deposit (EMD)/Bid Security: Not Applicable.

## ❖ Security Deposit / Performance Bank Guarantee:

- ✓ The Bidder/s who qualifies for award of Contract will have to deposit with AIESL 10 % (Ten percent) of the total value of the Contract, as Security Deposit (SD) within 5 days of notification of notification of acceptance of bid and communication of contract. This SD will be free of interest. In case, the SD is not deposited in time, the bills shall not be processed for payment till the SD is paid.
- ✓ The Applicable Security Deposit / Performance Bank Guarantee must be submitted by means of Cheque/DD/NEFT in favour of AI ENGINEERING SERVICES LIMITED, Account No. – 00600310007523, IFSC Code – HDFC 0000060), payable at MUMBAI.



# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



**Tender No.: AIESL/MMD/EFD/PFD/01-05/296**

**DATE: 02.06.2025**

- ✓ In addition to existing specified form (i.e. Cheque/DD/NEFT) mentioned in tender documents for submission of Security Deposit/ Performance Bank Guarantee, the successful bidder can also submit the Security Deposit/ Performance Bank Guarantee through online AIESL Payment Gateway i.e <https://forms.eduqfix.com/aiengineering/add>
- ✓ The SD is applicable to all bidders including MSME's.
- ✓ In case of submission of Security Deposit/Performance guarantee is to be paid by way of Account Payee Demand Draft, banker's Cheque, ECS, Bank Guarantee issued from any Commercial Bank, Fixed Deposit Receipt from any Commercial Bank for an equivalent amount in favour of AI Engineering Services Limited and payable at Mumbai.
- ✓ It may please be noted that the original BG has to be forwarded by the Bank directly to AIESL through registered AD 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/s.
- ✓ In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / bank guarantee be invoked.
- ✓ 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 penalties, if any, that may be imposed under the terms of the Contract.
- ✓ Validity of the BG would be for an additional period of 60 days after the scheduled completion of all obligations under the Contract.

❖ **EVALUATION CRITERIA:**

✓ **Technical Bids:**

- ✓ The Technical Bids would be first evaluated for compliance. 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.

✓ **Price Bids:**

- ✓ The Price Bids of only those bidders who qualify as per the requirements of Technical Bid would be opened.

❖ **Inspection Clause:**

- ✓ Inspection of bidders' facilities at the time of evaluation of the Technical Bids: AIESL reserves the right to inspect at its cost the production facility / facilities of the bidders in order to assess their infrastructure and capability to produce and deliver in accordance with the work schedule as indicated in this tender. The decision of AIESL in such case shall be final and binding.
- ✓ Inspection of the facility of the bidder who has been awarded the Contract / Purchase Order: AIESL further reserves the right to inspect the work location/office facility of the bidder, who has been awarded

**Tender No.: AIESL/MMD/EFD/PFD/01-05/296****DATE: 02.06.2025**

the Contract / Purchase Order, in order to confirm consistency of quality of the items as produced for AIESL.

❖ **Other Terms & Conditions:**

✓ **Force Majeure:**

✓ The Bidder / Successful Bidder /AIESL (herein referred to as Party / Parties) shall not be liable for, nor be in default by reason of any failure or delay in discharge of its obligations under this Tender / Contract, where such failure or delay is caused by any act, including but not limited to any act of God, action or inaction of government authorities, fire, flood, gales, storm, lightning, earthquake, explosions or other catastrophes, accidents, weather, power failure or shortage of power, riot, war (declared or undeclared), warlike operations, act of terrorism, boycott, embargo, rebellions, sabotage, epidemics, quarantines, lock out, restrictions on travel based on travel advisories of any governmental entity, unavailability of the usual means of transportation, hostilities, revolution, civil commotion or public disorder or any other cause beyond its control.

✓ The Party encountering and affected by such causes and event shall inform the other in writing immediately of such an occurrence event and shall use its best reasonable efforts to minimize the economic and other effects and rectify as soon as possible any harm or delay created thereby shall reasonably allocate its available resources, giving priority to their obligations under this Contract.

✓ For the avoidance of any doubt, it is clarified that, payment obligations of AIESL shall be excused due to an event of Force Majeure.

✓ **Interpretation:** In the event of any difference in the interpretation of any of the clauses of the Contract / Purchase Order / Agreement and / or the Tender documents, the clarification given by General Manager (SS), AIESL shall be final and binding.

✓ **Arbitration:** Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall

first be resolved amicably by mutual consultation. If an amicable settlement is not forthcoming and dispute is not resolved within 21(Twenty-One) days, from the date when mutual consultation started, recourse may be taken to settlement of disputes through arbitration as per the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties.

❖ **JURISDICTION:** -The court of Mumbai only will have jurisdiction to deal with and decide upon any legal dispute what so ever arising out of this tender.

❖ **Quality inspection and Rejection after release of contract / Purchase Order:**

QUALITY ASSURANCE – Wherever applicable, successful bidder/s should ensure that Quality of the work/job is as per specifications. Not meeting the specification / parameter / quality and or deficient in any other respect would cause rejection at the time of inspection and material will be returned to the vendor at their cost.

Date:  
Place:

Bidder Signature:  
Name & Designation:  
Company Name & Seal:



# AI ENGINEERING SERVICES LIMITED



MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029

Tender No.: AIESL/MMD/EFD/PFD/01-05/296

DATE: 02.06.2025

## PRE-QUALIFICATION CRITERIA - COMPLIANCE STATEMENT

Bidders who fulfil the following eligibility criteria, requirements, and submit documentary proof thereof along with the Technical Bid, will only be eligible for evaluation of the technical bids. Bidders are required to indicate the compliance status for each of eligibility criteria by stating Yes or No. The documentary evidences as required be attached with this Annexure duly page numbered in sequence of the criteria. "NO" to any one of the criteria will result in disqualification of the bid as these are mandatory eligibility criteria.

| Sr. No. | Eligibility Criteria   | Compliance (Yes / No) | Remarks |
|---------|--|-----------------------|---------|
| 1       | Whether Bidder is a Proprietorship/Partnership Firm, LLP Etc./Company registered in India under the Indian Companies ACT 1956 OR Indian Companies Act 2013 for last 3 years as on 31 <sup>st</sup> March, 2024. Self-attested copy of Registration Certificate to be enclosed.   |                       |         |
| 2       | <p>The bidder must have successfully completed similar work <b>over the last three years i.e. the current financial year and the last three financial years:</b> -</p> <ul style="list-style-type: none"><li>• Three similar completed service each costing not less than amount equal to 40% (forty percent) of the estimated cost.<br/><b>or</b></li><li>• Two similar completed services each costing not less than the amount equal to 50% (fifty percent) of the estimated cost.<br/><b>or</b></li><li>• One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.</li></ul> <p>Supporting document in form of purchase order or commissioning report along with performance certificate to be submitted.</p> |                       |         |
| 3       | <p>In case of ongoing works to be considered, the bidder must have received payment bills of 80% of the contract sum for the work/works executed last day of month previous to the one in which bids are invited.</p> <p>The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for- each of the works listed should be attached along with certificates duly signed by the Engineer-in Charge, not below the rank of an Executive Engineer or equivalent.</p>  |                       |         |
| 4       | Should be a Firm (Proprietorship or Partnership / Company / Registered Society etc.) and should be a Reputed Manufacturer/Reputed Marketer for the last 3 years. Self-attested copy(s) of proof of above like Current Shop & Establishment License with the name of the owner, date of registration of the Firm / Company / Organisation, complete address, nature of business /   |                       |         |

# AI ENGINEERING SERVICES LIMITED



MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029

Tender No.: AIESL/MMD/EFD/PFD/01-05/296

DATE: 02.06.2025

|    |   |  |  |
|----|---|--|--|
|    | items being traded, copies of Purchase Order(s) / Contracts) issued by any customer or any other valid document as a proof of above should be enclosed.   |  |  |
| 5  | EMD to be submitted along with Technical Bid (If Applicable).   |  |  |
| 6  | Minimum Average Annual turnover of the tenderer for last three preceding financial years should be Rs. 2 Lacs or above.<br>Copies of Certified Financial Statement for above mentioned period to be submitted. Proforma statement is not acceptable.  |  |  |
| 7  | Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have: <ul style="list-style-type: none"><li>▪ Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or</li><li>▪ Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.</li></ul> |  |  |
| 8  | Possession of PAN number is a must at the time of application of the tender. Self-attested copy of PAN Number should be enclosed. Additionally, self-attested copy of Income Tax Return of preceding 02 Financial years should also be enclosed.  |  |  |
| 9  | The bidder must possess GST Registration Number at the time of application of the tender. Self-attested copy of GST Reg. Number should be enclosed.<br>In case, the bidder does not possess the GST Registration Number, they need to give an undertaking that they will apply for and obtain the GST Registration Number, if the subject contract is placed on them by AIESL.  |  |  |
| 10 | Bidder should have not been black listed by any of Governments Authority or public Sector Undertaking (PSUs) in the last three years.   |  |  |
| 11 | Besides the above eligibility criteria, a team of AIESL Officials may also visit the Factory premises / production facility of the bidder to assess their infrastructure and capability as per AIESL's request.   |  |  |
| 12 | Tender document should be duly signed, stamped, and completed in all aspects (pages)  |  |  |

Date:  
Place:

Bidder Signature:  
Name & Designation:  
Company Name & Seal:

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



Tender No.: AIESL/MMD/EFD/PFD/01-05/296

DATE: 02.06.2025

## SCOPE & DESCRIPTION OF WORK

### 1. SCOPE & DESCRIPTION OF WORK IN BRIEF:

**Details of Work-Places:** AI ENGINEERING SERVICES LIMITED (AIESL), AIESL Engineering premises, OAP, Mumbai-400029.

### 2. The Scope of the works includes the following:

1. Removing and demolishing flooring, windows, doors and damaged plaster.
2. Carrying out repairs to internal plaster.
3. Carrying out repairs to damaged RCC structure.
4. Providing and laying soling.
5. Carrying out water proofing.
6. Providing and fixing wall tiles and flooring.
7. Providing and fixing WPC toilet doors and windows with granite framing.
8. Providing and fixing sanitary fittings and EWC's.
9. Providing and fixing CPVC, UPVC and PVC plumbing lines.
10. providing and fixing available partition.
11. Providing and applying OBD and SEP paint.
12. Carting away debris and other allied works.

**Note:** The scope of work includes providing and erecting scaffolding or providing cherry picker or other mechanical equipment as and where required and shall not be claimed extra. All the debris generated during the execution of work shall be cleared at regular interval to maintain clean working environment in the premises.

### Approved makes:

- ✓ Cement: ACC, Ambuja & equivalent make (Grade and type of cement: OPC- 53)
- ✓ Aluminum Section: Jindal or equivalent make.
- ✓ Polymer: Sunanda, BASF or equivalent make.
- ✓ Sanitary fittings: Cera, Parryware, Jaquar of equivalent make.
- ✓ Paint: Asian paints, Berger or equivalent make
- ✓ Wall tiles: 1st/Premium quality H&R Johnson", "Kajaria" or equivalent make.
- ✓ Water proofing Chemicals : Sunanda, Pidilite, Krishna Conchem or equivalent.
- ✓ WPC doors and door frames: Century Ply, Alstone Industries, Archidply Industries Limited.

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



**Tender No.: AIESL/MMD/EFD/PFD/01-05/296**

**DATE: 02.06.2025**

- ✓ Glass: Saint-Gobain India Pvt Ltd, Piramal Glass Pvt Ltd or equivalent make.
- ✓ PVC/CPVC fittings: Astral, prince or equivalent make.

### **3. Completion of work:**

- a) The subject work shall be completed within 02 months of issuing the work order.
- b) The Contractor must be capable to complete the entire work as per the specifications and scope of work mentioned.
- c) Work completion Certificate and Warranty Certificate.
- d) Contact details of personnel for maintenance / repair / warranty.

### **4. Nature of Work:**

Carrying out repairs and renovation of toilets at Hangar 2, 3<sup>rd</sup> floor & hangar 3, 4<sup>th</sup> floor and in parts/ patches at AIESL, Engineering premises, OAP, Santacruz (East), Mumbai-400029.

### **5. Site Conditions:**

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

### **5.6 Additional safety conditions:**

Where work is being carried out above areas where there is public access such as roads

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



**Tender No.: AIESL/MMD/EFD/PFD/01-05/296**

**DATE: 02.06.2025**

footpaths etc. particular care must be taken to ensure that no materials can fall from the working area.

Edge protection shall be provided at all leading edges or openings where workers or materials can fall more than two metres.

## **5.6.1 Use of Scaffolds**

- All scaffolds should be erected as and where required and dismantled by workmen who are thoroughly experienced in the erection and dismantling of scaffolding. scaffolds should be inspected by Safety officer or his representative at least every three days after erection and the results of inspections recorded and the records shall be kept available for checking as and when required by competent authority or his representative.
- "Fit to Use" tags in/with green colour shall be displayed on all scaffolds to show whether they are safe for use or not. All Safe for Use tags shall be signed by a senior site engineer from the contractor.
- All scaffolds shall be constructed of sound materials free from patent defect. The following measures shall be taken;
- The scaffold shall be constructed for the correct use (Light or Heavy Duty) securely fixed to existing structures or adequately buttressed.
- The use of barrels, boxes, loose tiles or other unsuitable material shall not be used as supports for working platforms.
- All working platforms shall be fully boarded.
- All working platforms shall be kept free of unnecessary obstruction or rubbish
- Secure ladder access shall be provided.
- Permit to work should be issued to the workers every day after visual inspection.
- Red/Green tag on scaffold structure must be provided by a competent person prior to use.
- If the scaffold construction is not in accordance with the approved method statement stop works order should be issued and that the scaffold should be immediately dismantled. This process should be accompanied by a full-time site supervisor to ensure that the scaffold is dismantled.

## **Use of Ladders:**

- All ladders shall be of sound construction and shall be free from patent defect.
- Ladders should be checked weekly and defective ladders shall be promptly and properly repaired or replaced.
- Ladders shall not be used as working platforms but may be used for work of short duration of up to thirty minutes.

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



**Tender No.: AIESL/MMD/EFD/PFD/01-05/296**

**DATE: 02.06.2025**

- Metal ladders shall not be used near or adjacent to overhead power lines unless they have been certified dead under a permit to work system.
- Ladders shall be secured at the top or footed at the bottom to prevent slippage;
- Shall not be used if any rung is missing;
- Shall not be used for any other purpose than to provide access;
- Shall be set at an angle of seventy-five degrees unless designed for vertical access.
- all vertical ladders shall be fitted with hoops to prevent falls.

## **Safety Harnesses / Fall Arresters:**

- Use of safety harnesses shall be considered wherever any work on height (2 meter or more) happening.
- Safety harnesses are used they should be of the full body double lanyard type and secure anchorage points shall be provided and used. Workers must be instructed in the proper use of harnesses.
- The Contractor shall ensure that no person engages in any activity, including organization, planning and supervision, in relation to work at height or work equipment for use in such work unless he is competent to do so or, if being trained, is being supervised by a competent person.
- The Contractor, in selecting work equipment for use in work at height, shall give collective protection measures priority over personal protection measures; and take account of:-
- The working conditions and the risks to the safety of persons at the place where the work equipment is to be used;
- In the case of work equipment for access and egress, the distance to be negotiated;
- The distance and consequences of a potential fall;
- The duration and frequency of use;
- The need for easy and timely evacuation and rescue in an emergency; and any additional risk posed by the use, installation or removal of that work equipment or by evacuation and rescue from it.

## **Requirements for collective safeguards for arresting falls:**

- Collective safeguard is a safety net or airbag or other collective safeguard for arresting falls.
- Safeguard shall be used only if
  - i) A risk assessment has demonstrated that the work activity can so far indents is reasonably practicable be performed safely while using it and without affecting its effectiveness;
  - ii) The use of other, safer work equipment is not reasonably practicable; and
  - iii) A sufficient number of available persons have received adequate training specific to the safeguard, including rescue procedures.



# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



**Tender No.: AIESL/MMD/EFD/PFD/01-05/296**

**DATE: 02.06.2025**

- iv) A safeguard shall be suitable and of sufficient strength to arrest safely the fall of any person who is liable to fall.
- v) A suitable, industry-standard approved safety net shall be installed with appropriate supports at the designated location before the commencement of work.

## **A. Safeguard shall**

- i) in the case of a safeguard which is designed to be attached, be securely attached to all the required anchors, and the anchors and the means of attachment thereto shall be suitable and of sufficient strength and stability for the purpose of safely supporting the foreseeable loading in arresting any fall and during any subsequent rescue;
- ii) In the case of an airbag, landing mat or similar safeguard, be stable; and
- iii) In the case of a safeguard, which distorts in arresting a fall, afford sufficient clearance.
- iv) Suitable and sufficient steps shall be taken to ensure, so far as practicable, that in the event of a fall by any person the safeguard does not itself cause injury to that person.

## **B. Requirements for personal fall protection systems**

- A personal fall protection system shall be used only if

A risk assessment has demonstrated that:

- i) The use of other safer work equipment is not reasonably practicable; and
- ii) The user and a sufficient number of available persons have received adequate training specific to the operations envisaged, including rescue procedures.

## **A personal fall protection system shall**

- Be suitable and of sufficient strength for the purposes for which it is being used having regard to the work being carried out and any Foreseeable loading;
- Where necessary, fit the user;
- Be correctly fitted;
- Be designed to minimize injury to the user and, where necessary, be adjusted to prevent the user falling or slipping from it, should a fall occur; and
- Be so designed, installed and used as to prevent unplanned or uncontrolled movement of the user.
- A personal fall protection system Suitable and sufficient steps shall be taken to prevent any person falling or slipping from a personal fall protection system.

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



Tender No.: AIESL/MMD/EFD/PFD/01-05/296

DATE: 02.06.2025

## SPECIAL TERMS & CONDITIONS:

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

### 8. The DLP shall be as below:

| Sr. No. | Description of work     | Defect Liability Period |
|---------|-------------------------|-------------------------|
| 1       | Repair works            | 01 year                 |
| 2       | Structural repair works | 01 year                 |

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



**Tender No.: AIESL/MMD/EFD/PFD/01-05/296**

**DATE: 02.06.2025**

|   |   |           |
|---|---|-----------|
| 3 | Waterproofing/Roofing works                   | 5 years   |
| 4 | Painting work                                 | 01 year   |
| 5 | Clearing wild Growth and carting away debris. | 06 Months |

## 9. EXECUTION OF JOB:

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

## 10. SUBCONTRACTING:

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

## 11. COMPLIANCE OF LABOUR LAW:

- i) The Bidder shall be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to his employees. The Bidder shall duly comply with all Central and State Acts, laws including Contract Labour (Regulation and Abolition) Act, 1970 or other statutory rules, regulations, bye laws as applicable or which might be applicable.

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



**Tender No.: AIESL/MMD/EFD/PFD/01-05/296**

**DATE: 02.06.2025**

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

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



**Tender No.: AIESL/MMD/EFD/PFD/01-05/296**

**DATE: 02.06.2025**

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

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



**Tender No.: AIESL/MMD/EFD/PFD/01-05/296**

**DATE: 02.06.2025**

Compensation Act 1923 and Minimum Wages Act 1945, Employer Liability Act 1938 are being followed by the said Bidder in strict compliance thereof. The Bidder shall ensure that all returns that are required to be submitted under the applicable labour laws shall be submitted from time to time.

- xiii)** All payments shall be made to the workmen deployed by Service Provider on a monthly basis. Attendance register incorporating all details of attendance in respect of the workmen deployed by them is to be maintained. The Bidder shall ensure that the disbursement of wages to the persons deployed /engaged by them shall be made on or before the 7th of following month.
- xiv)** The Bidder shall strictly ensure that Minimum Wages as stipulated by the appropriate Government is paid each month to the workmen deployed by them. The Bidder shall issue salary slips to each of the workmen engaged by them every month in respect of the wages paid. The Bidder shall ensure that the workmen deployed by them are granted a paid weekly off. This shall be a mandatory compliance.
- xv)** The Bidder shall not engage any workmen below the age of 18 years. The Bidder shall produce age proof in respect of the workmen deployed by them, if required by AIESL.

## **10. RECOVERY OF SUM DUE:**

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



# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



**Tender No.: AIESL/MMD/EFD/PFD/01-05/296**

**DATE: 02.06.2025**

## **11. INDEMNITY:**

- i) The Successful Bidder shall indemnify AIESL against the payment of penalty/third party claims/damages/loss of property of AIESL, due to the negligence on part of the Successful Bidder and/or its employees.
- ii) The Successful Bidder shall also indemnify AIESL for making good any claim/penalty/loss or damages, including costs (including counsel fees and legal cost) thereof in respect of any breacher violation of any provisions of any law, including labour laws governing the employees of the Successful Bidder. In case of any failure to make good the above/any losses/expenses to AIESL, the same shall be deducted from the amounts to be paid to Successful Bidder, as per the bills raised, or may be deducted from the security deposit or from any payments to be made to the Successful Bidder under the Contract. Reasonable opportunity will be provided to the bidders to present the case.
- iii) It is hereby clarified that the Successful Bidder shall be solely liable for accidents, injuries, death and/or damages caused to any individuals and/or property of AIESL and/or any third party, due to gross negligence of its employees, during performance of their duties under the Contract and shall indemnify, AIESL and/or its employees, from costs or liabilities, arising therefrom (including reasonable counsel fees and legal cost).
- iv) The Successful Bidder shall be liable to keep AIESL indemnified against any claim or claims whatsoever and any liabilities, that may arise on account of the Successful Bidders failure to comply or adhere with any statutory obligations, legislations, regarding the laws governing intellectual property rights whether in India or any other country as applicable. AIESL shall make bidder aware of the claim and be entitled to deduct any amounts to make good the losses/expenses incurred by AIESL on account of such claims or liabilities. The decision of AIESL as to the amounts to be deducted shall be final and binding on the Successful Bidder. Reasonable opportunity will be provided to the bidders to present the case.
- v) The Bidder shall indemnify and hold AIESL harmless from and against any liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Implementation Partner or its personnel and from any illegal use of any tool or software by the Implementation Partner. Indemnification shall be limited to direct claims, fines, penalties, only when Bidder is solely and directly attributable to it. Bidder would defend at its own cost.

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



**Tender No.: AIESL/MMD/EFD/PFD/01-05/296**

**DATE: 02.06.2025**

## **12. COMPLIANCE OF SECURITY REGULATIONS:**

- i)** The successful bidder shall be solely responsible for all the safety and security regulations of AIESL, MIAL, AAI or any other agency associated with airports activity and shall ensure its strict adherence and compliance by personnel deployed by them.
- ii)** Any violation of security regulations and indulging in illegal activities including but not limited to smuggling / theft. by successful bidder's personnel shall be at the cost / risk of successful bidder and shall be liable for all the legal consequences thereof.
- iii)** The successful bidder shall ensure a prior verification of character and antecedents of its personnel from local Police before deployment AIESL being declared as "Security sensitive area". Every employee's photograph, copy of Police verification of character and antecedents and successful bidder undertaking to be furnished to AIESL's Security Department, before its deployment for rendering the services.
- iv)** The successful bidder shall provide at its own cost the proper uniforms (bearing company name and logo) of distinct color for the personnel deployed for performing the services for ease of identification.
- v)** The personnel so deployed must be in possession of photo identity cards provided by the successful bidder under its signatures; company's name and sell which must be produced when demanded by AIESL officials.
- vi)** Any lapse noticed on the part of any employee of successful bidder involved in the pilferage /malpractices shall be inquired into by AIESL Security / other officials and suitable action including legal proceedings shall be initiated for breach of contractual liability along with applicable penal provisions of various laws.
- vii)** The successful bidder shall take responsibility for good conduct of its employees in AIESL / airport premises. If any of the successful bidder's employee is involved in any theft / pilferage of property. AIESL reserves the right to impose penalty on the successful bidder apart from AIESL right to take appropriate legal action.
- viii)** The successful bidder shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies /Legal Authorities including Airports Authority of India/MIAL from time to time, with regards the provisions of services.

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



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**Tender No.: AIESL/MMD/EFD/PFD/01-05/296**

**DATE: 02.06.2025**

- ix)** The successful bidder shall provide to AIESL all personal details (name, fathers name, age, permanent address & present address) along with passport size photograph, of its employees, and proof of age and educational qualifications who shall be working under this contract.
  
- x)** The successful bidder has to obtain height permits and fire permits on everyday basis till the work is completed. The bidder has to arrange for mechanical equipment like cherry picker cranes at their own expenses to carry out subject work and no additional charges shall be claimed separately.

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



**Tender No.: AIESL/MMD/EFD/PFD/01-05/296**

**DATE: 02.06.2025**

## INDEMNITY BOND

THIS INDEMNITY BOND is executed on this \_\_\_\_\_ Day of \_\_\_\_\_ 2025, by hereinafter referred to as having, its registered Office at Service Provider (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successor and assigns).

Whereas (.name of the Service Provider) shall enter into an agreement with M / s. AIESL, a Company hereinafter referred to as "AIESL" incorporated in New Delhi under Companies Act, 1956 having, its Headquarters at AI Engineering Services Ltd (AIESL), OAP, KALINA, SANTACRUZ EAST, MUMBAI-400029 (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successors and assigns).

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

In terms of section II, clause 7 of the terms and conditions specified in the Tender Document Tender No.: AIESL/MMD/EFD/PFD/01-05/296 dated 02.06.2025, the Service Provider agrees to undertake to keep AIESL indemnified against any claims, cost / damages and penalties in respect of breach of any Labour Laws both Central and State.

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

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



**Tender No.: AIESL/MMD/EFD/PFD/01-05/296**

**DATE: 02.06.2025**

3. It is further agreed that the Service Provider shall indemnify AIESL against any claim / s with regard to Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Contract Labour

(Regulations & Abolition) Act, Workmen Compensation Act, Bombay Labour Welfare Fund Act, any Acts / Laws prevailing during the validity of the contract applicable to the Service Provider and other emoluments / allowances payable to the workmen deployed by the Service Provider during the validity of the Contract. The Service Provider confirms that all records of payments including Wage Registers / Muster Roll/ Bank Clearance Statements / Overtime incurred penalties and advances if any in respect of the workmen engaged by the Service Provider shall be maintained and produced as and when required by the AIESL and I or any other third-party including Government Agencies / Authorities.

4. All payments shall be made to the workmen deployed by Service Provider on a monthly basis. Attendance register incorporating all details of attendance in respect of the workmen deployed by them is to be maintained. The Bidder shall ensure that the disbursement of wages to the persons deployed / engaged by them shall be made on or before the 7<sup>th</sup> of the following month. Payments are to be made each month in the presence of a nominated representative of the Management of the company. The signature of the nominated representative shall be obtained on the salary sheets, date of disbursement to be indicated and official stamp to be affixed.
5. The Bidder shall strictly ensure that Minimum Wages as stipulated by the appropriate Government is paid each month to the workmen deployed by them. The Bidder shall issue salary slips to each of the workmen engaged by them every month in respect of the wages paid. The Bidder shall ensure that the workmen deployed by them are granted unpaid weekly off This shall be a mandatory compliance.
6. The Service Provider further confirms that necessary ESI / PF payments in respect of the workmen engaged by the Service Provider shall be made during the tenure of the contract within the time schedule as specified under the applicable Acts and further indemnifies AIESL against any claim / claims and liabilities arising out of the contract during the validity of the contract.
7. Security deposit as 10% of contract value will be deducted from each RA final bill payment or A bank guarantee for equal amount valid for Contract Period plus Defects Liability period is also acceptable in lieu of Deduction of Security Deposit.
8. The Service provider also confirms that the relevant records pertaining to half yearly returns in respect of ESI and Annual returns in respect of PF filed by the service provider shall be submitted to the AIESL from time to time. The Service Provider also undertakes to produce the relevant documents in respect of the various returns and the payments made during the tenure of the contract in respect of the workmen engaged by the Service Provider before any third party, Government Agency / Authority. The Service Provider also confirms that the Service Provider shall maintain all records relevant to the record of ESI / PF deductions / deposits made and shall produce the same before the AIESL as and when required and / or required by any third party, Government Agency / Authority.

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



**Tender No.: AIESL/MMD/EFD/PFD/01-05/296**

**DATE: 02.06.2025**

9. The Service Provider hereby indemnifies and agrees to keep the AIESL indemnified, during the period of the contract and even thereafter, to make good any losses, payments, penalties incurred by AIESL on account of non-compliance of whatsoever nature on the part of the Service Provider in the matter of all applicable legislations with regard to his employees deployed on contract awarded to them by the AIESL.
10. We indemnify AIESL and its subsidiaries against any claim from ESI Authorities / PF Authorities and / or any other statutory bodies under various labour laws relating to claim with regard to the workmen deployed by us. We further indemnify, AIESL and its subsidiaries against any losses that may accrue / occur on account of any vigilance case / s filed / to be filed by ESI Authorities / PF Authorities and I or any other statutory bodies under various labour laws.
11. The Service Provider hereby indemnifies and agrees to keep AIESL indemnified, against any clause elsewhere as referred to in this tender document No. \_dtd. \_ which specifies so.

Signed, Sealed & Delivered

Within the named\_\_\_\_\_

Witness: 1)

Through their Director / Proprietor / Representative

2)





## **ENGINEERING FACILITIES DIVISION**

**EFD/05-00/048**

**Date : 16/04/2025**

### **SAFETY NORMS**

The following norms are to be observed by the Contractor for the construction, installation, maintenance, repair, overhaul and erection jobs at the AIESL Premises.

As a part of the contract, contractor must satisfy the under mentioned safety requirement and must always ensure that these are followed without deviation:

Contractor should ensure in writing before starting job that their workers and Supervisor are trained and having adequate knowledge & experience of work and related safety precautions to follow.

Smoking is strictly prohibited in areas with combustibles or flammable and other areas where smoking are prohibited.

Any hot job (welding, soldering, gas, cutting etc.) however minor it may be or any job which involves open flame or using a hot source or temporary electrical connections shall not be done without prior hot work permission from Fire Officer-AIESL. Contractors are not permitted to carry out any hot work on holidays, Saturdays and Sundays or beyond AIESL normal working hours without AIESL-Supervision and prior permission in writing.

It is entirely contractor's responsibility to ensure that protective equipments such as safety belts, lifelines, helmets, Safety Shoes etc. depending on the jobs are issued & used by contract workmen. Contractor's supervisor shall be present at site all the time and ensure that these PPEs are used by workers. If contractor need any suggestion on the matter, contractor can approach EIC/Safety Officer-AIESL. Any lapse on matters of safety will be viewed seriously.

All equipment used to carry out work shall be rendered safe. No equipments such as ladders, tractors, cranes, etc. or welding sets or any tools which belong to the AIESL shall be used by contractor unless specifically mentioned in



writing in the terms of contract. Notwithstanding these it is obligatory on contractor's part, to verify the quality and safety aspects of such equipment, machinery or tools so that no injury or accident will occur when used in the expected manner. Any incident occurs during work, contractors are entirely responsible for it including compensation that may arise out of the incident.

Contractor must clearly bear in mind that a competent supervisor shall always be on site when contractor's men are at work. Lapse on this point shall be viewed seriously irrespective of occurrence of any incidents.

Contractor shall ensure that safety precautions expected of contractor's professional work are completely understood by contractor's supervisors and workers and that these are followed. Contractor shall also ensure that in every job that contractor must take cognizance of varying site conditions. Contractor's staff are completely knowledgeable about the hazards and dangers associated with the work for which due alertness and safe working methods shall be followed.

Site work is quite different from work in an organized workshop. Contractor shall bear this point in mind so that proper work methods to protect contractor's staff from any danger can be evolved.

Contractors are not permitted to carry out work within the premises of this AIESL which otherwise under conditions of contract are expected to be carried out in contractor's premises.

Contractor's materials which are flammable / combustible must under no circumstances be stored in any of our workshops or building or near aircraft. Contractor shall plan of temporary sheds so located that a fire in such a shed shall not involve any of the AIESL property. A Separate permission must be taken from Safety Officer-AIESL for it.

Supervisors and field staff may not be aware of the seriousness of consequences of going near aircraft under run-up. Contractors are responsible to see that out of curiosity and lack of awareness while going in a vehicle or otherwise people should not approach an aircraft under run-up.



### **Precautions During Welding**

The contractor must ensure that welding machine is equipped with an earthing cable without joints.

Electrical supply to be tapped from power source identified by MSE-AIESL & connections must be firm to eliminate sparking. Circuit must be protected by fuse.

There should be no flammable material nor any spillage of such material in the locations of work spot.

There should be no joint in the phase side conductor cables.

If the welding is to be carried out in the vicinity of aircraft, separating, distance should not be less than 150 feet.

Welding job should not be carried out directly above or below the aircraft in the hangar.

The welding work carried out in workshop should be under the personal supervision of Engineering Facilities Division Supervisor. He will ensure that welding work is carried out in safe location & all flammable material are removed from the site

The said Supervisor should inform the related workshop / Section Incharge (eg. COD, AOD etc.) that the welding job is being carried out.

The Contractor's staff must be appraised of the hazards of

- i) Being near to an engine under run-up and
- ii) Not following smoking restrictions.

The above should also be conveyed in writing to concerned contractor/supervisor before starting the job.



### **Additional Precautions & Instructions**

The Contractor should ensure to arrange due supervision to avoid accident and cause of accident.

The Contractor must be careful regarding "SAFETY FIRST" during working and in AIESL premises.

Each hot job that may be carried out particularly beyond office hours or on Holidays must have prior concurrence from a responsible authority of the rank of not below Technical Officer from (EFD).

The Contractor must ensure provision of adequate firefighting capacity to deal with at incident state itself, such provision should not be less than 2-gallon foam extinguishers properly maintained by them. The staff should know the uses of the above-mentioned fire extinguishers.

Jobs will be carried out only after obtaining a daily work permit from the AIESL.

#### **1. General:**

- a. All workers to wear helmets at the construction site. To be provided by the contractor.
- b. All workers to wear safety shoes. To be provided by the contractor.
- c. All workers to wear suitable clothing for the job required e.g. Welders to have leather aprons while welding and gloves to protect from the heat. To be provided by the contractor.
- d. All workers to be familiarised by the contractor the safe methods of operating and procedures in case of an emergency.
- e. All workers to attend a class to be held by the Safety Engineer-AIESL to familiarise the safety aspects on site.
- f. All scaffolding to be used should be of steel pipes and with adjustable clamps. To be provided by the contractor.



- g. All workers must be covered under the workmen compensations act. A suitable insurance policy to be taken and original copy to be kept with AIESL. All statutory regulations etc. to be observed by the contractor, and in case of any non-compliance the AIESL must be indemnified by the contractor.
- h. Where applicable, provident fund records to be kept at site.
- i. All wage records to be kept at site and payments to be as per the minimum wages act.
- j. Working in green field sites poses a problem of snake bites. Snakes' serums to be kept at site. Refrigeration will be provided by AIESL, if needed.
- k. Chipping etc, to be done wearing protective eyeglasses.
- l. Various types of fire extinguishers to be used depending upon the nature of fire are available with EFD Fire Section. Contractor has to ensure that they position at site, suitable fire extinguisher type listed below, depending on nature of work.
  - 1. 1 No. of soda acid type for wood/paper type fires.
  - 2. 1 No. of dry powder type fire extinguishers.
  - 3. 1 No. of CO2 type fire extinguishers.
  - 4. Two buckets of sand/water, preferably sand.
- m. All unsafe incidents and occurrences will be reported to the site engineer immediately.

**Working at heights:**

- a. Contractor has to ensure that only workers capable of scaling heights should be deputed to do the jobs.
- b. All scaffolding to be made of steel pipes and with adjustable steel clamps. This should be tested and certified by the site supervisor of the contractor and AIESL site supervisor/Engineer to confirm the same. If possible, use A crow make scaffolding.



- c. Bamboo/wooden ladders to be checked for missing rungs and the fitness of the ladder should be certified by the AIESL engineer at site/ Safety Officer.
- d. All ladders to be tied at the top end, to prevent the slipping of ladders.
- e. All workers at height to wear nylon safety belts, as approved by AIESL. The other end of the belt to be hooked to a structural member of the building.
- f. While working on sloping roofs, nylon nets to be provided below to catch falling objects.
- g. Men working heights, should be provided with holsters for keeping hand tools for easy retrieval and will leave both hands free for climbing.
- h. As far as possible, mechanise the upward movement of materials, so that head load can be avoided.
- i. Daily height work permit approved by Executive/AGM/DGM from AIESL be obtained for working at heights before beginning of work.

### **Electricals**

- a. All electrical equipment brought to site, should be checked by the factory/site electrical supervisory staff of the AIESL, for the suitability of the equipment and certified by them. These certificates should be prominently displayed on the equipment.
- b. All electrical equipment should have proper proper earthing.
- c. The distribution board to have an ELCB of 30 mA capacity to be provided for the hand tools circuits.
- d. All connections through the distribution board to be made with a plug and socket and no loose wires, with wooden splinters.
- e. All hand tools to be earthen.





- f. All welding equipment to be provided with a cutout switch. The welding cables should be of adequate length for the earthing of the job and usage of rods etc. is not permitted.
- g. All wires/cables to run only above ground level at a height of min. 2.5 m.
- h. All outdoor light fixtures left unattended for the night time work must be checked for water tightness.
- i. While working with operating equipment they should be disconnected electrically and the fuses to be handed over to the supervisor of AIESL for safe keeping.

**Vehicular traffic: (Applicable to vehicle owned by the contractor)**

- a. All vehicles delivering the goods must be driven by licenced driver.
  - b. Cleaners not to drive.
  - c. The vehicle must be in good condition.
  - d. Unsafe acts like carrying people on running boards etc should be avoided.
  - e. When outside vehicles come the contractor to ensure safe discharge of goods and send out immediately.
  - f. Wherever possible all heavy machinery and equipment to be unloaded using a crane, or a derrick.
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# AI ENGINEERING SERVICES LIMITED

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Tender No.: AIESL/MMD/EFD/PFD/01-05/296

DATE: 02.06.2025

## Bidders General Information

### BIDDER'S DETAILS:

| S. No. | Required Details   | To be filled by the Bidder |
|--------|--|----------------------------|
| 1      | Name of the Company  |                            |
| 2      | Status of the Bidder –<br>a) Whether a Firm (Proprietary, Partnership), Company, Corporation, Registered Society   |                            |
|        | b) If the Bidder is a partnership firm, then please state whether the signatory has the authority to refer to arbitration, any disputes concerning the business of the partnership agreement or a power of attorney.   |                            |
|        | c) If the Bidder is a Company incorporated under the Companies Act, 1956 / 2013, then the signatory should have the authority to submit the bid on behalf of the said Company and refer to arbitration disputes arising under this Tender and / or Contract by a power of attorney board resolution. |                            |
| 3      | Company office Address of the bidder   |                            |
| 4      | Name of the Contact Person<br>Designation<br>Telephone no. / Mobile no.<br>Email Address   |                            |
| 5      | GST registration number  |                            |
| 6      | PAN Card Number  |                            |
| 7      | Copy of valid certificate of registration with agencies / bodies as mentioned under the Clause 'Benefits / Preference for Micro & Small Enterprises (MSEs)' must be submitted.   |                            |
| 8      | Please specify the details of the registration certificate:  |                            |
|        | Registration Certificate No.   |                            |
|        | Date of Issue  |                            |
|        | Valid Up to  |                            |
|        | Item covered under Registration Certificate  |                            |
| 9      | Do you have any ongoing disputes with any Govt. or statutory agencies?<br>*  |                            |
| 10     | Is the bidder a MSE unit owned by a person belonging to Scheduled Caste or Scheduled Tribe   |                            |
| 11     | Relaxation to Start-up companies (whether MSME or Non-MSME) as per clause in tender terms will be given provided, they submit the 'Certificate of Recognition' as mentioned in tender document under heading "Exemption of EMD" in tender terms.   |                            |
|        | a) Are you a Start-up Company  |                            |
|        | b) If yes, Certificate of Recognition to be attached.  |                            |
| 12     | Any other relevant information   |                            |

(\*) – if yes, please provide details.

Date:

Place:

Bidder Signature:

Name & Designation:

Company Name & Seal:

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Tender No.: AIESL/MMD/EFD/PFD/01-05/296

DATE: 02.06.2025

## ❖ Payment Terms:

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

- No request for advance / pre-payment will be entertained.
- 90% of measured value of work shall be paid on satisfactory completion of work and submission of all required documents as per contract.
- 10% shall be retained as Security Deposit for Defects liability period. This amount can also be paid in lieu of a Bank Guarantee for same amount.
- Security deposit as 10% of billing amount will be deducted from each RA/ Final Bill. A bank guarantee for equal amount valid for Contract Period plus Defects Liability period is also acceptable in lieu of Deduction of Security Deposit.
- The Defects Liability period from the date of completion of work. AIESL will retain 10% of contract value as Security Deposit for this period. Contractor will carry out full repair or replacement for any defect / fault arising due to defective work or defective material during this period free of cost within 3 working days. The repaired / replaced items will carry additional warranty for 6 months.
- All interim and final bills will be submitted in duplicate along with 2 copies of duly signed Joint Measurement sheet for the work done.
- Payment will be made as per terms governed by GeM.
- TDS/ taxes shall be deducted by AIESL from payment made against these invoices, as per the applicable laws.

Date:  
Place:

Bidder Signature:  
Name & Designation:  
Company Name & Seal:

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Tender No.: AIESL/MMD/EFD/PFD/01-05/296

DATE: 02.06.2025

## ❖ **Penalty Clause:**

- If the supplier fails to supply the item/fails to complete the job within the time frame shall be liable to pay the liquidated damage (LD)/penalty charges at the rate 0.5 % per week or part thereof the value of the undelivered portation of the goods (Excluding taxes and delivery charges) subject to maximum of 10% of the value of the undelivered or delayed goods. This is to be recovered from the Security Deposit/ Performance Guarantee.
- There should normally be no system of waiver of LDs for delayed supplies in supply contracts and it may strictly be an exception rather than a rule. For an extension of the delivery date with waiver of LD, approval of the CA with consultation of associated Finance may be taken and justifications recorded.
- **Penalty for Substandard / defective Quality / Short supply:** At the time of delivery / acceptance of the item / 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 reject the entire lot and get the entire quantity replaced free of cost by the bidder. The service is acceptable as per the specification provided in the tender and subject to quality control of the user department

## ❖ **Termination and Exit Clause:**

- In case of unsatisfactory performance or breach of any of the clauses of this contract, AIESL would issue a notice of 30 days to the party to rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate this agreement by providing 30 days written notice to the party. The party shall not have any right to dispute or question the judgment of AIESL of the unsatisfactory performance of the party.
- Notwithstanding the above, AIESL shall also be at liberty to terminate this agreement for any reason including change in situation/circumstances, etc. by providing the party with 90 days written notice. The party shall also be at liberty to terminate this contract by providing AIESL with 90 days written notice. In such an event, the terminating 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.

Date:  
Place:

Bidder Signature:  
Name & Designation:  
Company Name & Seal: