



Tender Enquiry Ref. No: AIESL/DEL/PPMM/22-23/22186

To,

Office Address:

Dy. General Manager -Engineering,
Production Planning & Material Management,
A320 Avionics Complex, AI Engineering Services Limited,
IGIA Terminal-2, New Delhi 110037.India.
Tele: +91-11-25656068 (Direct)
+91-11-25667831
GST # 07AAFCA9618L2Z9
PAN # AAFCA9618L

TENDER NO. Ref No: AIESL/PPMM/DEL/22-23/22186 Date:- 15 Dec 2022

Tender inviting quotations : Tender for Repair/ Replacement of AHU's (03Nos) of Central air conditioning plant of Avionics complex, IGIA, T2, New Delhi"

Last Date of Bid Submission: 04 Jan 2023, 1430 Hrs

Pre-Bid Meeting: 21 Dec 2022 from 1400 Hrs to 1500 hrs.

Bid Opening: Intending bidders, who may wish to attend.

1. Opening Date: 04 Jan 2023

2. Opening Time: 1445 Hrs

3. Tender box no-1

The tender documents can be downloaded from the "AIESL" website: www.aiesl.in

From: -

NAME & ADDRESS OF THE AGENCY/BIDDER (With Stamp)

M/s.....

.....

.....

Phone :

Email :

For any queries you may contact on below mentioned email or Phone number

Mr. Sumit Aggarwal,

Dy. GM (EF&PM)

011-25656625/25667831

Email ID: aieslpurchase.nr@aiesl.in

sumit.aggarwal@aiesl.in

For AI Engineering Services Ltd

S/d

For ED , AIESL



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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 RFP is not an offer by AI Engineering Services Ltd., but an invitation. 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 by duly authorized officers of AI Engineering Services Ltd. and the Bidder.

The information is provided on the terms and conditions set out in this Tender.

This Tender is not an agreement and is neither an offer nor invitation 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 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 by duly authorized officers of AI Engineering Services Ltd. and the Bidder.



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Introduction

AI Engineering Services Ltd. has been incorporated under the Indian Companies Act 1956. AI Engineering Services Ltd. Limited is an Aviation MRO and fully owned Company of Government of India which provides maintenance, repair and related support for fleets of aircraft of Govt. organizations as well as commercial domestic and international airlines.

This RFQ is issued to invite proposals from reputed vendors with credible experience in Repair/ Replacement of AHU's of Central air conditioning plant of State/Central Government department, State/Central Govt. PSUs, hospitality industry or large public organizations in conformance of specifications given in the tender documents and distribute the same at various locations in India as per requirement and schedule.

AIESL invites sealed bids in a two-bid stage system i.e.

- 1- Technical Bid and
- 2- Price Bid.

The first stage of the bidding process shall involve the opening of the Technical bid Response and the second stage shall involve the opening of the Financial Bid Response after technical bid evaluation. Bidders shall submit their offer, in two separate sealed envelopes, as is required of the two bid tender system.

The first envelope should be super-scribed with the tender reference number and be marked as "**Technical Bid – Tender Enquiry Ref. No. AIESL/DEL/PPMM/22-23/22186 for Appointment of a Supplier for “Repair/ Replacement of AHU’s (03Nos) of Central air conditioning plant of Avionics complex, IGIA, T2” of AIESL**” and should contain only the technical details.

The second envelope should be super-scribed with the tender reference number and be marked as "**Price Bid - Tender Enquiry Ref. No. AIESL/DEL/PPMM/22-23/22186 dated 12.12.2022 for Appointment of a Supplier for Appointment of a Supplier for “Repair/ Replacement of AHU’s (03Nos) of Central air conditioning plant of Avionics complex, IGIA, T2” to AIESL, and should contain only the Price offer.**

The Bidders who have experience in providing similar Services and satisfy the eligibility criteria of Tender Document need only apply for this Tender.

OBJECTIVE

The purpose of this Tender document is to present the requirements of AIESL and to invite Technical and Price proposals under the two-bid tender process, from experienced, capable & reputed Vendors registered in India for **“Repair/ Replacement of AHU’s (03Nos) of Central air conditioning plant of Avionics complex, IGIA, T2, New Delhi” to AIESL.**

SUMMARY OF BIDDING INFORMATION

Sl.No	Particulars	Details
1.	Name of Work	Appointment of a Supplier for “Repair/ Replacement of AHU’s (03Nos) of Central air conditioning plant of Avionics complex, IGIA, T2”, New Delhi
2.	Tender Document Fee	Rs. 500/ INR
3.	Availability of Bidding Document	From 15.12.2022 on AIESL website : www.aiesl.in
4.	Time & date of pre-bid conference	From 1400 hrs to 1500 Hrs on 19 Dec 2022
5.	Last date and time for bid submission	1430 hrs of 04 Jan 2023
6.	Place of submission of bid	O/o Dy. General Manager – Engg. (PPMM) AI Engineering Services Limited Avionics Complex, IGI Airport New Delhi 110037 Contact No : +91 11-25656625/25667831 Tender drop Box No-01
7.	Date and Time of Technical Bid Opening	1445 hrs of 04.01.2023
8.	Validity of Bid	120 days from the closing date of submission of the Bid.
9.	Earnest Money Deposit	Rs 50,000 through bankers cheque/Draft in favour of AI Engineering Services Ltd. Ltd.
10.	Address of Communication	O/o Dy. General Manager – Engg. (PPMM) AI Engineering Services Limited Avionics Complex, IGI Airport New Delhi 110037 Contact No : +91 11 25656625/25667831

Note: Date and time for opening of the Price Bids of the technically qualified Bidders shall be intimated later. If any of the due dates specified above happens to be a holiday, then next workingday shall be the due date for the said purpose.

Bids will be opened in presence of the bidder / bidder’s representative who chooses to attend.

For further details regarding tender documents visit our website: www.aiesl.in

**Executive Director- Engg.
AI Engineering Services Ltd.**

GENERAL TERMS & CONDITIONS

AI Engineering Services Ltd. Limited reserves the right to accept or reject any/or all bids, annul the tender process and reject all 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 for its action. AI Engineering Services Ltd. also reserves the right to extend the validity period of the Tender due date and has right to re-issue the Tender without Bidders having right to object to such reissue.

1. Abbreviations, Definitions and instructions to Bidders:

- 1.1 AIESL - AI Engineering Services Limited
PAN - Permanent Account Number
GSTIN - Goods & Service Tax Identification Number
PQ - Pre-qualification
EMD - Earnest Money Deposit
MSME - Micro, Small & Medium Enterprises
LOI - Letter of Interest
SD - Security Deposit
ECS - Electronic Clearing Service
TDS - Tax Deducted at Source
MOQ - Minimum Order Quantity
- 1.2 In this Tender, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:
- 1.3 “Applicable Law” means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, and applicable to the Tender.
- 1.4 “Bid”/“Proposals” means the proposals submitted by the Bidder(s) in response to this Tender in accordance with the provisions hereof including, Technical Bid and Price Bid along with all other documents forming part and in support thereof.
- 1.5 “Bidders” means eligible entity who submits the Bid along with Earnest Money Deposit and Tender Fees under this Tender within the stipulated time for submission of Bids.
- 1.6 The term “Contract/Agreement” shall mean the agreement entered into between AIESL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- 1.7 “Successful Bidder” shall mean the Bidder whose technical bid and price bid has been accepted by AIESL and to whom a Letter of Acceptance is consequently issued by AIESL and the same has been accepted such Successful Bidder vide a letter.
- 1.8 Any other term(s), not defined herein above but defined elsewhere in this Tender shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

2. Bid Submission requirement, Tender Opening and the evaluation process:

- 2.1 Tender documents giving the Eligibility Criteria, detailed Specifications of the item required & other terms and conditions are available for down-loading on free of cost basis from AI Engineering Services Ltd. Limited website www.aiesl.in.
- 2.2 Bidder are requested to carefully examine the Tender Documents, Terms & Conditions of Assignment, Specifications and if there should be or appear to be any ambiguity therein, they should immediately liaise with AI Engineering Services Ltd. Limited for necessary clarification.
- 2.3 The Bids should be neatly presented, sign all pages of the tender document and all the enclosures accompanying the tender document before submission of the Bid.
- 2.4 The tender document must be serially numbered with page numbers marked on each page and signed by the bidder. The Bidder shall also sign with date, the last page of the Tender Document and stamped with company seal.
- 2.5 The Tender shall contain the name of the authorized signatory with designation, postal address, email address, Telephone No. and Fax No. for the Bid in connection with the Tender.
- 2.6 The Tender document shall include the documentary proofs for qualifying requirements.
- 2.7 The Bidders, or their authorized representatives (only one person), would be permitted to attend the opening of the tenders. The representative must carry a letter of authority from the authorized signatory, authorizing them to attend the tender opening, failing which they will not be permitted to participate in the tender opening process. The name(s) of the representative(s) must be directly sent to AIESL at least 3 (three) days before the date of opening of the tenders by e-mail or fax, as under e-mail to Mr. Alok Agarwal, Dy. Gen. Manager-Engg (PPMM) on dgmppcnr@aiesl.in , sumit.aggarwal@aiesl.in & aieslpurchase.nr@aiesl.in
- 2.8 AIESL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process. However, AIESL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing contained herein shall be taken or read as compelling or requiring the AIESL to respond to any question or to provide any clarification.
- 2.9 The complete bidding document shall be published on www.aiesl.in on 15 Dec 2022 for the purpose of downloading.
- 2.10 A successful bidder will be selected on the criteria described in this Tender.
- 2.11 Bidders are advised to study this Tender document carefully, before submitting their proposals, in response to the Tender Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this Tender document with full understanding of its terms, conditions and implications.



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3. Tender Fee

The tender document may be downloaded from our website “ www.aiesl.in” free of cost. While Rs. 500/- through **banker’s cheque/Draft** in favour of AI Engineering Services Ltd. Ltd has to be submitted as tender fee with technical bids.

4. Submission of Bids:

The Bidders should submit their Bids in a two-bid format

- (a) Technical Bid &
- (b) Price Bid as per following details:

❖ **Envelope– 1 (Technical Bid):**

The Envelope 1 containing the Technical Bid, must be submitted separately in a Sealed/closed envelope super scribing “**Technical Bid for Tender No: AIESL/DEL/PPMM/22-23/22186 Dated 15.12.2022 for Appointment of a Supplier for “Repair/ Replacement of AHU’s (03Nos) of Central air conditioning plant of Avionics complex, IGIA, T2, New Delhi”** along with the requisite proof of submission 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 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. The Bidder’s name, email ID / contact numbers (telephone and fax) of the Bidder’s contact person, and the item(s) for which the Bid has been submitted should also be mentioned on the Envelope-1.

❖ **Envelope– 2 (Price Bid):**

The duly filled and signed Price Bid, as per Annexure H, should be submitted separately in another Sealed/closed envelope super scribing **Price Bid “Tender No: AIESL/DEL/PPMM/22-23/22186, dated 15.12.2022 for Appointment of a Supplier for “Repair/ Replacement of AHU’s (03Nos) of Central air conditioning plant of Avionics complex, IGIA, T2, New Delhi” to AIESL.** The words “**Price Bid not to be opened with Technical Bid**” should also be super-scribed on the envelope. The Price Bid must be signed by the authorized signatory of the Bidder and company seal shall be duly affixed on each page. The name of the Bidder, mailing address, contact no., fax, e-mail-id, and the item(s) for which the Bid has been submitted should also be mentioned on Envelope-2.

❖ **Envelope 3 (Master Envelope):**

Both the above envelopes i.e. the **Technical Bid and Price Bid**, must further be enclosed in a **master envelope** which must also be in a Sealed/closed condition super scribing “**Tender No: AIESL/DEL/PPMM/22-23/22186, dated 15.12.2022 for Appointment of a Supplier for “Repair/ Replacement of AHU’s (03Nos) of Central air conditioning plant of Avionics complex, IGIA, T2, New Delhi”**”. The name, contact no., fax, e-mail-id and complete address of the Bidder must be mentioned on the Master Envelope and the same shall be addressed to

the O/o Dy. General Manager – E (PPMM), AI Engineering Services Limited, New Avionics Complex, IGI Airport, New Delhi 110037, Contact No: +91 11 25656625/25667831. The Sealed bid master envelope shall be submitted at the above address in person or by post / courier to reach on or before the Due Date/Time.

- 4.1 Prospective Bidders must submit both their technical bid and Price bid responses, in sealed condition by the due date and time. Please note the copy of the technical bid should be in the sealed “Technical bid” envelope and the copy of price bid should be in the sealed “Price Bid” envelope. No deviation of the above will be accepted.

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- 4.2. Bidders must submit the Pre-bid Qualification format and technical bid in hard copy as well as in soft copy– DVD / Pen drive in PDF format. If there is any discrepancy between the hard copy and the soft copy, the hard copy shall prevail. The price bid is to be submitted in hard copy only.
- 4.3 The Bidders should sign on all pages of the Technical Bid and the Price Bid. Further, all pages of the bid document shall be electronically numbered serially and stamped by the authorized signatory along with supporting documents as asked in the Technical Bid, as an index of submissions. The individual signing the Tender or other documents in connection with the Tender must certify the capacity in and/or authority in which they are signing the bid.
- 4.5 Bidders should submit a copy of their price bid response WITHOUT MENTION OF ANY PRICE WHETHER IN FIGURES OR WORDS (with price blanked) along with the Technical Bid.
- 4.6 The price bid should remain valid for acceptance for a minimum period of 120 (one hundred and twenty) days from the date of opening of the Technical Bids. However, the validity of the bid must be extended as required, upon request from AIESL to enable completion of the evaluation of the bids and finalization of the Successful Bidder.
- 4.7 AIESL reserves the right to accept/reject any/all bids. Further, incomplete bids are also liable to be rejected.

The Master Envelope should be sealed / closed, addressed and submitted at the following address on or before the closing date and time:

Dy. General Manager – Engineering (PPMM),
AI Engineering Services Ltd,
Avionics Complex
I.G.I. Airport,
New Delhi-110037, INDIA Tel: + 91 11 25656625/25667831
E-mail : dgmppcncr@aiesl.in
: aieslpurchase.nr@aiesl.in
: sumit.aggarwal@aiesl.in

- 4.8 Bidder's queries, if any, may be addressed to the officials of AIESL by e-mail ID given at 4.7 above:
- 4.9 AIESL reserves the right to award the contract(s) to one or more Bidders.
- 4.10 All bids must be delivered by the person / courier / post to the office of Dy. GM –Engg (PPMM), AI Engineering Services Ltd, Avionics Complex, IGI Airport, Terminal -2, Delhi-110037, on or before **1430 hrs of 04.01.2023**. The Technical Bids will be opened in the presence of the bidders at **1445 hrs of 04.01.2023**.
- 4.11 AIESL has the right to amend and/or re-issue the Tender document without the applicant(s)/bidder(s) having any right to object to such reissue.



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5 Pre-bid Meeting

Pre-Bid meeting is scheduled on 21.12.22. The interested bidders must visit the site on or before 21-12-2022 for assessment of work along with representatives of EF&PM and MMD.

Contact No : +91 11-25656625/25667831

6. Tender Opening:

- 6.1 On the date of opening of the technical bid only the technical bids would be opened, and the price bids would be kept in the custody of AIESL, duly countersigned by AIESL tender opening committee members.
- 6.2 Bidders, or their authorized representatives (only one person), would be permitted to attend the opening of the tenders. The representative must carry a letter of authority from the authorized signatory, authorizing them to attend the tender opening, failing which they will not be permitted to participate in the tender opening process. (Annexure-F)
- 6.2 The Price Bids of only those Bidders, who qualify in the Technical Bid evaluation, would be opened at a later date, which would be notified in advance to the successful Bidder.
- 6.3 The bids should be neatly presented. No overwriting or cutting/usage of white correction ink would be accepted in the Tender Document.
- 6.4 AIESL reserves the right to award the contract(s) to Successful Bidder as it may deem fit as per its operational requirements.

7. Grounds for Rejection of Bids

- i. In case the Price Bid and the Technical Bid are enclosed in the same envelope instead of in two separate sealed envelopes, AIESL will assume no responsibility for the misplacement or premature opening and such bids shall be rejected.
- ii. The Technical Bid should not contain any indication of the price. In case an indication of the price quoted is included in the Technical Bid, the quotation will be rejected without any reference to the Bidder. No correspondence will be entertained in this regard.
- iii. The bids should be neatly presented. Corrections, if any, should be duly authenticated with full signature of the authorized person who is signing the Tender, failing which the Tender is liable to be rejected.
- iv. All relevant supporting documents attached with the said bids must be duly signed by the Bidder. In case the bids are not accompanied by any and all supporting documents, the bid shall be liable to be rejected.
- v. Bids received without certificate of site visit for assessment of work shall be rejected.

The bids are liable to be rejected forthwith, i.e., without being evaluated, on the following grounds:

- vi. If the Tender has been received after the closing date / time of the tender.
- vii. If only the technical bid has been received and the price bid has not been received, and vice versa.
- viii. If the Tender has been received by email or fax or in any other manner as the one mentioned in the Tender, instead of in separate sealed / closed covers.
- ix. If the Tender has not been signed by the authorized signatory of the Bidder.
- x. If the technical bid has been received without EMD or the EMD has been submitted in a mode other than as specified in the Tender.
- xi. If the Tender is received without the signed integrity pact in the technical bid.



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- xii. If the bidder's response is not received in sealed condition and If the bids are not deposited in the tender box at the designated address as mentioned in the tender document.
- xiii. If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or submission of illegible copies or unexplained materials and/or bids not received as per the desired formats & bidding instructions.
- xiv. If the price bid indication has been provided in the technical bid response
- xv. If the bid response is not presented neatly and corrections if any are not duly authenticated with full authorised signatures of the person who has signed the bid document.
- xvi. If the bid has been received without the undertaking of acceptance of all terms & conditions.
- xvii. If the bid (technical/price) is incomplete.
- xviii. The above list is only illustrative and there can be other relevant grounds of rejection of bids.

8. Eligibility Criteria:

- 8.1 The bidder must have working office in municipal limits of DELHI/NCR, in his name, as on date of the submission of the tender. A documentary proof thereof i.e. self-attested copy of lease agreement / Electricity bill/property tax receipt/telephone bill or RC of commercially registered vehicle bearing the address of the Bidder may be enclosed (**MANDATORY**).
- 8.2 The bidder must have experience in **SITC/repair of AHUs (After 01st November, 2016 till the date of submission of the tender)**. Copies of Work Order/Contracts in support of proof thereof for the contracts executed must be submitted as (i) Single order costing not less than 22 lakh OR (ii) Two orders costing not less than 11 lakh each. OR (iii) Three orders costing not less than 8 lakh each (**MANDATORY**).
- 8.3 The Bidder must have PAN / GSTIN at the time of application of tender. Self-attested copy of PAN/GSTIN Number must be enclosed along with the Technical Bid. (**The self-attested scanned copy of PAN & GSTIN should be attached**).
- 8.4 The Bidder must have a minimum average annual Turnover of **Rs 13,00,000/- (Rupees Thirteen lacs Indian rupees) for the Financial Years 2018-2019, 2019-20 & 2020-2021**. Self-attested Copy(s) of **Profit & Loss statement showing the sales figures** for the Financial **Years 2018-2019, 2019-20 & 2020-2021** be submitted as proof of above to be enclosed. Exemptions for Start-ups units will be given as per guidelines of Govt of India.
- 8.5 The Bidder must submit self-attested copy of Income Tax Return of Financial Years 2018-2019, 2019-20 & 2020-2021 along with the Technical Bid.
- 8.6 The tenderer must furnish, along with the technical bid, EMD of **Rs.50,000** (Fifty Thousand only) in form of valid DD/PO/Banker's cheque drawn in favour of the AI Engineering Services Ltd. payable at Delhi (**MANDATORY**). Firms having valid registration with NSIC under single point registration system are eligible for EMD exemption. However, firms regd. with MSME are eligible for EMD exemption. Valid certificate of registration with NSIC must be provided for tenderer seeking exemption of EMD.
- 8.7 The bidder/company or any of its subsidiary, must not have been blacklisted by AIESL or any other Govt./Public Sector Undertakings. If so, the details must be provided.

9. Amendment

Amendments, corrigendum, clarifications and due date extension if any, to this Tender will be hosted on the web site of AIESL, (www.aiesl.in) and no separate Notice Inviting Tender (NIT) would be issued in the newspapers or anywhere else. AIESL will also not intimate the Bidders individually of the same. The Bidders are therefore, advised to visit the AIESL website regularly till the date of closing of the Tender (or extended date, if any). The last amendment, if any, will be hosted a minimum of seven (07) days before the closing date of the Tender.

10. Modification of Bids

- a. On account of any amendments, being made to the Tender the Bidders shall have a right to modify their bid after the bid submission but prior to the due date (or extended due date, if any) for submission of Bid. The last modified bid of the Bidder received by AIESL before the due date (or extended due date, if any) and as submitted to AIESL shall be final and binding on the Bidder.
- b. The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of this Tender, with the outer and inner envelopes additionally marked “modification”. *No bid shall be modified after the deadline for submission of bids.*
- c. At any time prior to the last date for submission of bids, AIESL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify this Tender document by an amendment. In order to afford reasonable time to Bidders to take such amendments into account for preparation and submission of their bids, AIESL may, at its discretion, extend the last date for the submission of bids through an announcement of its website.

11. Withdrawal of Bids

No bid will be permitted to withdraw in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of bid during this period would result in forfeiture of bidder’s EMD. However, on account of any amendments the Bidder may withdraw their bid after the bid submission prior to the due date (or extended due date, if any) for submission of bid.

12. Evaluation criteria for the Technical bids, Commercial bids & method of arriving at L-1 bidder.

12.1 Technical bid:

- i. The technical bids submitted would be evaluated to verify the suitability and compliance of the bidder as to whether the applicant to the tender has the required capability, capacity and / or expertise to provide the required services under this tender. Assessment would be made to determine whether the bidders meet the requirement under Scope of Work of AIESL, as per the pre-qualification criteria and compliance to other terms and conditions of the tender.
- ii. It may be noted that all those bidders who fully and unconditionally meet all of the Eligibility criteria listed at **Annexure B** would be declared qualified in the technical evaluation process.

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- iii. The bidder's offers would be evaluated based on their response to the Eligibility criteria and the response to the technical information. All the conditions indicated as "MANDATORY" conditions in the Eligibility Criteria (Annexure – B) response format, are to be mandatorily fulfilled and along-with the said Annexure, the supporting documents thereof are to be given, in order to qualify for the evaluation of the technical bid. The bidder must also have submitted the requisite amount of EMD of Rs 50,000/ (Indian Rupees Fifty thousand) for Indian bidders as well as the signed Integrity Pact document (Annexure-J) along-with the technical bid response in order to qualify the technical evaluation. Any exceptions, conditions, covenants or qualifying remarks submitted by the bidders will not be accepted.
- iv. AIESL reserves the right to confirm the authenticity of the bid documents or to seek clarifications from the references quoted by the Bidders in their bids, for compliance with the requirements as mentioned in the Tender, without the knowledge of the concerned Bidders. AIESL also reserves the right to seek documents/ information / clarifications from the bidders as it may deem necessary for the purpose of evaluation of the Technical Bids, to determine their suitability or otherwise for this tender.
- v. The verification of the information submitted by the bidder through a site visit by the Technical Committee shall also be the part of the Technical Evaluation.
- vi. The bids will be evaluated to verify compliance with the pre-qualification criteria.
- vii. AIESL reserves the right to carry out an inspection to assess that capabilities of the manufacturing unit(s) and the processing facility / facilities to produce the required quantities in accordance with the schedule as indicated.

12.2 Price bid

The Price Bids of only those bidders who qualify and are short listed on evaluation of their Technical Bids would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Technical Bid evaluation, and they or any one (01) of their authorized representatives only, would be permitted to participate in the opening of the Price Bids. The Price Bids would be evaluated as per stated evaluation criteria at para 12.2.a & PARA 12.2.b below.

PRICE BID (Sealed/ Closed Envelope)

The bidder will have to submit the Price Bid in sealed envelope duly superscribed with Price Bid for enquiry No **AIESL/Tender/PPMM/UNI/2022-23/22186, dated 15.12.2022** must confirm to the followings:

- a. Rates quoted as per "Annexure –H" in the given format only.
- b. Unconditional discount, if any should be clearly indicated and would be applied to the quoted price during evaluation.
- c. Conditional discount if offered will not be considered for evaluation.
- d. The quote must be protected with a transparent adhesive tape.
- e. The rates should be quoted in Figures and Words and if there is a discrepancy between the words and figures, the amount in words will prevail.
- f. The name and address of the bidder must be marked on each Envelop.

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12.2.a Method of evaluation of PRICE BIDS and arriving at L-1 offer

1) METHOD OF ARRIVING AT L1 VENDOR

- i) Bidders should quote their rates for supply of “Repair/ Replacement of AHU’s (03Nos) of Central air conditioning plant of Avionics complex, IGIA, T2, New Delhi”. L-1 will be decided on overall cost to AIESL.
- ii) Total Price is to be inclusive of all Govt. Duties / Levies like GST and any other charges that may be applicable.
- iii) **Conditional discount**, if any, **will not be taken into consideration** while arriving at the lowest landed cost.
- iv) **Micro, Small & Medium Enterprises (MSMEs) & Start-ups** Units will be given **Benefits/Preference** as detailed at Para 17 of this Tender document.
- v) Provide HSN code separately for each item.

2) Other points to be noted while submitting the Bid:

- i. AIESL will not accept inclusion of any additional costs, if requested for after opening of the tender.

12.2.b L1 will be determined on the basis of sum of total offer received from Financial Bid Form B.

13. Disqualifications:

Even though the Bidders meet the aforesaid criteria, they are subject to be disqualified if the following are observed during the course of evaluation:

- a. Bidder has made misleading or false representation in the forms, statements, and attachments submitted,
- b. Records of poor performance of work (whether for AIESL, or any other company/organization) 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, history of litigation / arbitration awarded against the Bidder or any of its constituents or financial failure due to bankruptcy etc.
- c. The bidder has been into any kind of legal dispute or arbitration in the past or at present with AIESL or its sister companies.
- d. The Bidder has been blacklisted in India or anywhere else in the world, he should not be allowed to participate in the tender.
- e. The bid offer has been made by an intermediary/agent/middleman.

14. Award of the Contract, Acceptance and Commencement

- a. The Contract shall be awarded to the Successful Bidder vide the Letter of Award (LOA) issued by AIESL, based on the evaluation of the bids by AIESL.
- b. The Successful Bidder has to convey acceptance of the LOA within 7 days of its receipt.



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- c. The successful Bidder must submit production sample complying with technical and design specifications within 15 (FIFTEEN) days of acceptance of LOI. Failing to do so may result in cancellation of LOA along with invocation of relevant penal clause mentioned in this document.

15. Zero deviation:

Bidders are advised to quote strictly as per terms and conditions of tender document and not to stipulate any deviation / exceptions. Violation of any terms & condition will be liable for disqualification of bid.

16. Earnest Money Deposit:

The Bidder should submit an EMD of Rs 50,000/- (Indian rupees fifty thousand only) **through** Banker's cheque / Draft in favour of AI Engineering Services Ltd. Ltd. If the Bidder is seeking exemption from submission of EMD as per Para 17 of this tender, they must submit the relevant documents.

16.1 EMD will be interest free.

16.2 EMD of the unsuccessful bidders will be refunded within 60 (sixty) days after completion of the Tender process and after the award of the Contract.

16.3 EMD of the Successful Bidder will be returned after receipt of Security Deposit or Bank Guarantee in lieu thereof as stated in the clause of Security Deposit. EMD will be forfeited in the event of Bidder withdrawing or modifying their bid or fails to abide by any terms of the Tender, after opening of the bids or deviates or derogates from the conditions of the Tender or if the successful Bidder declining/refuses to accept the Letter of Intent (LOI) and execute the contract, or declining to furnish the security deposit.

16.4 The EMD may also be submitted through net banking using the following details:

Name of the Bank	: State Bank of India
Branch Address	: New Delhi
Account Holder's Name	: AI Engineering Services Limited
Account Type	: Current
Account Number	: 00000033029526378
IFSC Code	: SBIN0000691

17. Benefits/Preference for Micro, Small & Medium Enterprises (MSMEs) & Start-ups:

17.1 As per Public Procurement Policy for Micro, Small & Medium Enterprises (MSMEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012.

- (a) District Industries Centres (DIC)
- (b) Khadi and Village Industries Commission (KVIC)
- (c) Khadi and Village Industries Board
- (d) Coir Board

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- (e) National Small Industries Corporation (NSIC)
- (f) Directorate of Handicraft and Handloom
- (g) Any other body specified by Ministry of MSME

- 17.2 MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the particular tendered item along with their bid.
- 17.3 The MSMEs registered with District Industries Centers must submit the 'Acknowledgement of Entrepreneur Memorandum (EM) Part-II' along with their bid. The MSMEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
- 17.4 The Micro & Small Enterprises not registered for the particular trade/item for which the tender is relevant, would not be eligible for exemption/preference.
- 17.5 The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.
- 17.6 The MSMEs 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.
- 17.7 **Exemption from submission of Earnest Money Deposit (EMD)** – The MSMEs registered with above mentioned agencies/bodies are exempted from payment of Earnest Money Deposit (EMD).
- 17.8 **The successful Bidder will however be required to submit the Security Deposit equivalent to 3% of the Contract/PO value.**
- 17.9 **Price Preference** - The MSEs registered with above mentioned agencies/bodies for the tendered item and quoting price within a price band of L1 + 15 percent shall be allowed to supply by bringing down their price to L1 price in a situation where L1 price is from other than an MSME.
- 17.10 Preference will be given to Start-ups as per Govt of India guidelines.

18. Security Deposit:

- 18.1 The Bidder who qualifies for award of Contract/Purchase Order will have to deposit with AIESL 3% of the total value of the Purchase Order towards **interest free Security Deposit**, within 2 weeks of receipt of the Purchase Order. The Security Deposit is to be paid by a Bank Draft or a Banker's Cheque in favour of the 'AI Engineering Services Ltd. Ltd, payable at Delhi/New Delhi, or by execution of a Bank Guarantee for an equivalent amount. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the Bidder.
- 18.2 The Security Deposit / Bank Guarantee will be refunded / returned after completion of warranty period.
- 18.3 In case, Security Deposit is not deposited in time, the bills shall not be processed for payment. In exceptional case, if the shortlisted Bidder desires, the Security Deposit amount can be deducted from the shortlisted Bidders' bills and the balance payment released, for which the vendor will have to give a specific request to our Finance Department.



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19. Invoices, Billing and Payment:

19.1 Invoice

On successful completion of work, the invoices shall be submitted by successful Bidder to the user/Dy.GM (EF&PM), NR for certification and further processing of the same for payment through MMD.

19.2 Billing:

Bills will be cleared after 60 days of completion of work & after submission of SD.

19.3 Payment:

19.3.1 The payment terms shall be 60 (sixty) days from the first day of submission of Bill(s)/ Invoice(s) for certification thereof by the User Department of AIESL.

19.3.2 No Advance payment shall be made by AIESL.

19.3.3 Payment of the undisputed amounts will be made through ECS (Electronic Clearance Service) mode or by cheque if ECS is not available.

19.3.4 The payment shall be made after deduction of all applicable taxes including Tax Deducted at Source (TDS).

20. Service Delivery:

20.1 The Successful Bidder should start the services mentioned in the Tender within 15 days from the date of the Letter of Award (LOA).

20.2 The Bidders who submit their Bid are deemed to have agreed to comply with all the conditions of this Tender including the commencement of services within the period mentioned aforesaid.

20.3 AIESL reserves the right to inspect the Bidder's or partners' existing facilities in Delhi in order to establish the capability of the Bidder's to comply with the terms and conditions of this Tender including the commencement of services within the period mentioned aforesaid.

21. Negotiation

21.1 The AIESL may, if deem necessary, would convene the negotiation meetings. Negotiations would be carried out by the Tender Committee members to clarify items related to terms & conditions, quota allocation in case of MSME / Start-ups bidder etc.

21.2 In case L1 bidder does not attend the negotiation but sends a revised bid with reduction in prices or extend other benefits to AIESL, the same should be considered. The terms and conditions of the tender document would be applicable. In case of any variation on terms and conditions, the clarifications should be sought in writing through email/ letter.

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22. Price, Contract Validity and Extension:

The validity of the contract will be from the date of acceptance of LOA and till the warranty of the products supplied by the successful bidder, unless terminated earlier as per the terms and conditions of the Contract.

23. VARIATION OF QUANTITY

23.1. AIESL reserves the right to increase or decrease the quantity of required items under the same price and terms & conditions to take care of any change in the requirements during the period starting from issue of tender till placement of the contract / Purchase Order. However, such change in quantity shall not exceed $\pm 25\%$ of the contract quantity.

23.2. While awarding the Purchase Order, the quantity ordered may be increased or decreased, if necessary, within the prescribed plus/minus tolerance limits.

24. Penalties:

24.1 **Liquidated damages:** In case the Successful Bidder fails to deliver/provide the stated material as per schedule and in the Required Quality, the Successful Bidder shall become liable to pay and shall **pay to AIESL** by way of penalty 0.5% of the undelivered content per week or part thereof subject to a maximum of 5% (five percent).

24.2 **Not meeting quality standards:** No payment will be made for the specific material not meeting the agreed quality standards and in addition will attract penalty of 5% (five percent) of the amount so deducted.

The quality standards as referred to herein include the following:

24.3 AIESL further reserves the right to terminate the Contract in the event of continued delay in providing Services and/or not meeting the quality standards as desired by AIESL, and/or any of the reasons as listed herein, and to issue a fresh Contract on any other source at the cost and risk of the Bidder.

25. Warranty:

The contractor shall provide a warranty for the complete work scope and the material used therein for **ONE year** from the date of satisfactory commissioning of the AHUs after repairs/replacement. During this warranty period the contractor shall attend to the complaints and carry out necessary repairs (with materials) on FOC basis.

26. Subcontracting:

The essence of the Tender is that there will be no sub-contracting or delegation or outsourcing of any of the Services to any entity other than the applicant/bidder. However, if the Bidder must do so, the Bidder must comply with the following:

- a. the Bidder must convey in writing the purpose and extent of such subcontracting to AIESL.
- b. In such case(s), the Bidder shall bear the sole responsibility of any consequences resulting from such subcontracting arrangement.
- c. The Bidder shall fully indemnify AIESL from any liability/liabilities arising out of such arrangement(s).
- d. The Bidder must assume responsibility/responsibilities to comply with quality and



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specifications as defined in annexure-A1, A2 & A3.

- e. The Bidder shall comply with all the provisions of this tender/.
- f. However, even after sub-contracting the Successful Bidder shall at all times remain liable to AIESL for the same.

27. Recovery of sums due

- 27.1 Whenever under this Contract any sum of money is recoverable from the Bidder, AIESL shall be entitled to recover such sum from the monthly bills and the security deposit held by AIESL.
- 27.2 In the event of the said security deposit being insufficient, the balance of total amount recoverable shall be deducted from any sum due to the Bidder under this or any other Contract with AIESL.
- 27.3 Also, should this amount be insufficient to cover the said amount recoverable, the Successful Bidder shall pay to AIESL on demand the balance amount, if any, immediately but not later than 14 (fourteen) days of the demand along with the interest @ 18 % (eighteen percent) per annum from the due date specified in the demand notice.
- 27.4 If any amount due to AIESL is so set off against the said security deposit, the Successful Bidder shall have to make good, the said amount immediately but not later than 14 (fourteen) days, in order to restore the Security Deposit to its original value. Non restoration of such Security Deposit will be treated as event of default, leading to right of AIESL to take appropriate remedial action, including termination.
- 27.5 AIESL reserves the right to deduct from the Successful Bidder's invoice, for any loss or damage caused to AIESL Employees/ cargo/ plant / equipment / machinery / building or any other property of AIESL or any damage caused to any third party by negligence or due to any other reason attributable to the Successful Bidder including its employees.

28. Confidentiality

- 28.1 The Bidder/Successful Bidder/AIESL shall at all times keep confidential, all information acquired in consequence of this Tender, including (without limitation) the information concerning the technology, technical processes, business processes, procedures, personal data, business affairs, financial affairs of each other (hereinafter referred to as Confidential Information). Confidential information means information that is designated as 'confidential' or which by its nature is clearly confidential.
- 28.2 The Bidder/Successful Bidder/AIESL shall not disclose the confidential information to any other third party, without the prior written consent of each other, or required to be disclosed at law.
- 28.3 However, they may be entitled or bound to disclose such Confidential Information under compulsion of law and to comply with applicable laws or under a valid order of a competent court were requested by governmental or regulatory agencies or to their

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professional advisers where reasonably necessary for the performance of their professional services.

28.4 As such, the Bidder/Successful Bidder/AIESL agree to keep such Confidential Information as strictly confidential and shall disclose the same to their employees/professional advisers only on a 'need to know' basis.

28.5 The Bidder/Successful Bidder/AIESL agree that any such information received by it shall be:

28.5.1 protected and kept in strict confidence, using the same degree of care and safeguards as it uses to protect its own information of like importance, but in any case, no less than a reasonable degree of care,

28.5.2 not to use Confidential Information for any purpose other than to carry out its respective obligations under this Tender

28.6 A breach of this confidentiality may result in the Contract being terminated in addition to any other remedy the Bidder/Successful Bidder/AIESL may have.

29. Extension/Termination of Agreement/Contract:

The Contract may be terminated under the following circumstances:

29.1 The validity of the contract/agreement comes to an end *Ipsa Facto* by efflux of time unless otherwise renewed/ terminated. The contract period shall come into force on _____. There shall be no lock-in period under the contract.

29.2 If there is a breach or non-observance/non-fulfilment by the Successful Bidder of any one or more of its obligations under the contract and/or contractual documents, if any, and such breach or non-observance/non-fulfilment continues for a period of more than three months after receipt of notice from AIESL to remedy such breach or non-observance/non-fulfilment, then AIESL shall without prejudice to its other rights under any contract and/or contractual documents, if any, shall have the right to terminate the Contract or any relevant part thereof. In such case, the Successful Bidder shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account.

29.3 If there is a change in AIESL's requirement as regards the obligations of the Successful Bidder stipulated in Tender, the Contract shall be terminated.

29.4 In the event of breach of confidentiality, the contract can be terminated by AIESL.

29.5 The Contract can be terminated by AIESL at any time during the term of the Contract without assigning any reasons and liability on AIESL.

29.6 In case of failure of the Successful Bidder to perform its obligations to the satisfaction / requirement / standards of AIESL, AIESL reserves the right to claim from the Successful Bidder for any loss sustained due to unsatisfactory performance of the Contract, including



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the right to terminate the Contract.

- 29.7 AIESL may at any time terminate the Contract with immediate effect, if bankruptcy or liquidation proceedings are commenced or likely to be commenced against the Successful Bidder or if it enters into or is likely to enter into any arrangement or compromise for the benefit of its creditors generally or if a liquidator or receiver is appointed for its assets.
- 29.8 AIESL may terminate the Contract if it comes to the knowledge of AIESL that, the Successful Bidder has obtained the Contract vide non-*bona fide* methods of competitive bidding.
- 29.9 The Successful Bidder shall have a right to terminate this Agreement after giving a 3 (three) months advance notice to AIESL, of its reasons for termination. During this period of 3 (three) months, AIESL and the Successful Bidder, may initiate discussions for purpose of resolution of the said reasons. In the event a resolution is achieved by AIESL and the Successful Bidder, the Contract shall not be terminated and the Successful Bidder shall provide the Services, in the same manner, as it was providing prior to such notice of termination.
- 29.10 For the avoidance of any doubt it is hereby clarified, that the Successful Bidder during the aforesaid notice period shall continue to provide the Services, in the same manner, as it was providing prior to such notice of termination served by AIESL on the Successful Bidder or vice versa.

30. Integrity Pact:

All Bidders shall sign the integrity pact with AIESL and submit the same along with their technical bid.

The Integrity pact document is attached as Annexure – J of this Tender document.

31. Contract survivability:

In the event the Successful Bidder is acquired by, or merges with another company/entity/organization by operation of law or in any other manner, the terms and conditions of the Tender/Contract applicable to the Successful Bidder shall remain in full force and effect on the new entity and the Successful Bidder shall at all times remain liable to AIESL, with regard to the obligations mentioned herein. AIESL shall, however, have the discretion and option to terminate the Contract in such an event.

32. 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.

33. **Compliance with the applicable laws:**

The Successful Bidder shall comply with all laws in force in India and in force in the countries from where the inflight entertainment content is procured and comply with all the laws whether prevailing in India or elsewhere with regard to the Services as mentioned in this Tender. The laws will include all national, provincial, municipal, or other laws that affect the performance of the contract and are binding upon the Successful Bidder. The liabilities of all statutory /legal mandatory regulations /obligations regarding manpower / product / services will be borne by the Successful Bidder. The Successful Bidder should indemnify AIESL from any breach of any government regulation/infringement of laws- such as copyright act, trademark act, PF regulation, ESI regulation, Labour laws, Minimum wages act, etc, more particularly as mentioned in the clause herein below.

34. **Indemnification**

34.1 The Successful Bidder shall indemnify AIESL against the payment of penalty/third party claims/damages/loss of property of AIESL, its subsidiaries or any other party arising due to the negligence on part of the Successful Bidder and/or its employees.

34.2 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 breach or 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.

34.3 For the avoidance of any doubt it is hereby clarified that the Successful Bidder shall be solely liable for accidents, injuries, death and/or damages caused to any individual/s and/or property of AIESL and/or any third party, due to 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 counsel fees and legal cost).

34.4 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 Bidder's 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 be entitled to deduct any amounts to make good the above/any 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.

34.5 The provisions of this Article shall survive the termination or expiration of the term of the Contract.

35. Dispute resolution and arbitration

- 35.1 Any dispute arising between the Bidder/Successful Bidder and AIESL in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be settled by negotiations between the authorised representatives of the Bidder/Successful Bidder and AIESL (Parties).
- 35.2 If the dispute remains unresolved after a period of 90 days from the date when the negotiation has started, then the unresolved dispute/difference shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996, and the award made in pursuance thereof shall be final and binding on the Parties. The arbitral tribunal shall consist of a sole arbitrator to be mutually appointed by the Parties. The venue of arbitration shall be Delhi and the arbitration proceedings shall be carried out in English. The cost of the arbitration shall be borne by the Parties as per the award of the Sole Arbitrator.

36. Jurisdiction:

The construction, interpretation, validity and performance of this Tender and/or Contract shall be governed by the laws of India. Any dispute whatsoever, arising out of or in connection with the Tender and/or Contract shall be subject to the jurisdiction of the courts of Delhi only, subject to the clause of dispute resolution and arbitration aforesaid.

37. Force Majeure:

- 37.1 The Bidder/Successful Bidder/AIESL (herein referred 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.
- 37.2 The Party encountering and affected by such causes and event shall inform the other in writing immediately of such an occurrence event and will 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 Tender/Contract.
- 37.3 For the avoidance of any doubt it is clarified that, payment obligations of AIESL shall be excused due to an event of Force Majeure.

38. Anti-Corruption/Anti-Bribery Representations and Warranties:

- 38.1 Both Parties represent and warrant that it is in compliance with Indian laws, including all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the Term of this Agreement. The Parties further represent and warrant that it has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (1) improperly influence any act, decision or failure to act by that official or person, (2) improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity or (3) secure any improper advantage.
- 38.2 Both Parties agree that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the other Party. If, after consultation by all Parties to the Agreement, any concern cannot be resolved in the good faith and reasonable judgment of the non-infringing Party, on written notice to the other Party, it may withdraw from or terminate this Agreement.
- 38.3 Either Party shall have the right to terminate this Agreement if the other Party breaches this, or any other, representation, warranty or undertaking set forth in this clause 19 of the Agreement.

39. Notices

Any notice, consents, approvals, report, demand, acknowledgement or other communication which under the terms of this Agreement or otherwise must be given or made by either Party shall, unless specifically otherwise provided in this Agreement, be in writing, in English and shall be personally delivered to, left at, sent by registered post, email, courier or speed post by the respective Parties at the addresses mentioned at para 4.8 above.

40. Inspection Clause:

- 40.1 AIESL reserve the right to inspect the production and other facilities of the Bidders in order to assess their infrastructure and capability to produce and deliver the Services during the technical evaluation process.
- 40.2 AIESL further reserve the right to inspect the production and other facilities of the Successful Bidder's branch office or subsidiary, at any time during the Contract period in order to confirm consistency of quality of the Services to be rendered & also at any time during the contract period.

41. Grounds for Rejection of supplied Items

- 41.1 Supplies not meeting the specifications or in any other aspect, shall be rejected at the time of inspection and it will be the responsibility of the supplier to make arrangements to collect the same at their own cost and risk. Such supplies should be replaced free of charge within 15 days from the date of receipt back by Bidder.
- 41.2 **The Quantities mentioned are our estimated requirements. Invoicing will however be done on actual consumption of materials.**

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- a. Bidders are requested to restrict their offer only to the specifications given in annexure -A1, A2 & A3. Alternate offer / design which do not adhere to the given specifications will not be considered for evaluation. If you have any doubt or need any clarifications regarding the specifications, please revert to us before submission of your bids.
- b. After opening of the Price bids, Bidders cannot go back on their commitment on the above technical specification / Parameters. Therefore, any doubt or clarifications required must be done before opening of the Price Bid.
- c. Bidders have to comply with all the Technical Specifications / Parameters, as detailed in above table, failing which they would be disqualified from further consideration / evaluation of their bid for this tender and neither their sample nor their Price Bid would be considered for further evaluation.

41.3 Material Rejection Intimation

- a. At the time of delivery / acceptance of the item / goods if it is found that the items / goods so delivered is not as per the specification given in the Contract/PO then AIESL reserves the right to reject the entire lot and get the entire quantity replaced free of cost by the bidder.
- b. However, if such rejected consignment bear AIESL Logo then such rejected lots / consignment may not be returned to the bidder to prevent its misuses. However, the vendor has to supply the quantity equivalent to the rejected quantity free of cost. Even in case the rejected lot is returned to be bidder, the vendors should ensure that it is not misused and an undertaking should be taken from the vendor to the effect.
- c. Materials rejected by the user department should be informed to the vendor within 5 working days and the vendor to collect back the material within 15 days of intimation of rejection, beyond this AIESL reserve the right to charge rentals / demurrage as deemed suitable for 30 days (usually @ ½ % (half %) per day of value of goods and thereafter AIESL will be at liberty to dispose of the material as it deems fit for want of the supplier not picking up the rejected material in spite of the notifications.
- d. Efforts will be made to automate the intimation through the system and give sufficient notice as above.

42. Acceptance of bids from Manufacturers or Authorized Distributor(s)/ dealer(s)

Bids would be accepted from the principals / original manufacturer of the tendered items, or their authorized dealers or distributors to submit quotation on their behalf. Participation in the tender by any authorized dealers or distributors would be subject to the following terms and conditions:

- 42.1 Bids by the Principal / Original Manufacturers: If the Bid is submitted by the Principal / Original Manufacturer, then the order and payment would be released in the name of the Principal / Original Manufacturer unless specified otherwise.

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42.2 Bids by the Authorized Dealers of Distributors:

- 1) If the bid is being submitted by the authorized dealer(s) of distributor(s), then the original signed authorized letter from the Principal / Original Manufacturer authorizing them to submit the bids on their behalf MUST be submitted by the authorized dealer or distributor along with their Techno-Commercial bid failing which the bids of the authorized dealers or distributors are liable for rejection.
- 2) If the order and the payment are to be released in the name of the authorized dealers or distributor, then the same should be clearly mentioned by the Principal /Original Manufacturer,
- 3) In case of release of order and payment in the name of the authorized dealers or distributors, the following points to be noted and complies with by Principal / Original Manufacturer.
 - a. The principal / Original Manufacturer must submit an indemnity of their acceptance and responsibility to honor all the obligation of the Purchase Order, covering all aspects of the Purchase Order including specifications, quality, quantity, delivery schedule etc. of the items covered in the PO till the date of validity of the order.
 - b. In the event of the Principal / Original Manufacturer terminating their arrangements / agreements with their authorized dealer of distributor, and/or vice-versa, on whom the Purchase Order is released, then the Principal / Original Manufacturer will either have to accept the order in their name or will have to advise the name and other details of their new authorized dealer or distributor on whom PO is to be released for fulfilling all contractual obligation / commitments of the order during the remaining period of the contract / PO. However, in either case, the onus rests with Principal / Original Manufacturer as explained above at point 3a.
- 4) As and when required or deemed fit to get additional information etc., AIESL has the right to deal / interact with Principal / Original Manufacturer. Any information, clarification etc. sought by AIESL directly from the Principal / Original Manufacturer should be addressed / responded to by Principal / Original Manufacturer directly to AIESL. If Principal / Original Manufacturer fails to respond to AIESL, then the bid submitted by them either directly or through their authorized dealer(s)/ distributor(s) will not be considered further and would stand disqualified.

Annexure-A1

Technical Terms & Conditions

1. The tenderers are advised to visit the site for assessment of the work involved (**Must**).
2. Invoicing shall be done on actual consumption of material. The service providers shall quote unit rate for each item.
3. The complete dismantling, assembling and final test of the AHUs shall be done by the contractor and shall be certified by Dy.GM (EF&PM).
4. All fasteners used in assembling the AHUs shall be of SS/GI only.
5. The parts used in repair/replacement of AHUs shall be as specified in specification sheet and preferred makes of equipment sheet.
6. Provision of all work fixtures, tools, scaffoldings etc. required to accomplish the task shall be in the scope of the contract.
7. The contractor shall have to arrange for welder and welding machine which may be required at site for any welding/fabrication work.
8. The cost towards transportation, loading, unloading and positioning of materials shall be borne by the contractor.
9. The scrap/waste generated i.e. old Cooling Coils, Drain Trays etc. during the repair work shall be taken away by the contractor as per the buyback arrangement offered in the tender. The site should be handed over to AIESL in a neat and clean condition.
10. Electric supply, water supply and pneumatic supply shall be provided by AIESL.
11. The work shall be carried out in such a manner so as to cause minimum disturbance to working of AIESL.
12. Any loss of material or damage to equipment due to negligence during the work shall be recovered from the contractor.
13. AIESL shall not be responsible for any injury sustained to the contractor's personnel during the repair work.
14. On award of contract the contractor shall arrange Airport Entry Permits for his personnel at his own cost from BCAS/DIAL etc. AIESL will recommend issuance of Airport Entry Permits. The contractor is advised to acquaint himself of the local conditions.
15. **Warranty:** The contractor shall provide a warranty for the complete work scope and the material used therein minimum for **ONE year** from the date of satisfactory commissioning of the AHUs after repairs/replacement. During this period the contractor shall attend to the complaints and carry out necessary repairs (with materials) on FOC basis.
16. **Delivery:** The work to be completed within **60 days** of release of PO / LOI

**Repair/Replacement of AHUs (03 nos.) of
Central Air-conditioning Plant of Avionics Complex, IGIA, Tml.II, Delhi.**

PREFERRED MAKES OF EQUIPMENT

AHU	Bluestar / Zeco / VTS-CLIVAT / Suvidha Saiver / Edgetech / Aiether
AHU Blower	Nicotra / Kruger / Comferi
Motors for AHU	KEC / GEC / Siemens / Crompton / ABB
VFD	Danfoss
Filters	Air-O Dyne / Purolater / Ashrae / Thermodyne
Thermostats	Johnson / Siemens / Honeywell
G. I. Sheets	Sail / Jindal / Tata / Bhushan / Nippon
Three way valve with Modulating motor	Johnson / Siemens / Honeywell / Danfoss / Schneider/Anergy
Butterfly Valve (non-motorised)	Audco / Intervalve / Advance
Ball valve / Check valve / Strainer / Gate valve	Audco / Advance
Balancing Valve	Advance / Audco
MS Pipes	Jindal / Tata / Prakash Surya
Pressure Gauge / Temperature Gauge	H. Guru / Fiebig
Heaters	Daspass
Insulation	Loyds / Beardsell / Insultherm /Thermowell / Quality Thermopack / Dynapack / Rockwool / Twiga / Vidoflex / Armaflex / Kimco / Aeroflex / Owenscorning / Thermek / Insuflex / Aflex / Superloan
Cables / Control wires	Asian / Universal / CCI / Glouster / Finolex / Havels
Lugs	Dowell / Lotus

Annexure-A3

Repair/Replacement of AHUs (03 nos.) of Central Air-conditioning Plant of Avionics Complex, IGIA, Tml.II, Delhi Specifications of Double Skin Floor Mounted Air Handling Unit Double Skin Casing.

SPECIFICATIONS

Outer Skin	0.6 mm Pre-coated GI
Inner Skin	0.8 mm Plain GI
Frame Work	Aluminium profile
Thickness of Insulated Panels	25mm thick, CFC Free PUF injected (Density: 40kg/ Cu.m.)
Material of Drain pan	20G SS-304 Tray duly insulated with 13mm closed cell Elastomeric Nitrile '0' Class Insulation. To be installed with adequate slope for proper drainage of condensate.
Unit Base	G.S.S. Base Channel

CW Coil

Material of Tube	Seamless copper tubes / header with MS adaptor, tested with at least 10.5 Kgf / cm ² .
Tube Dia (mm / inch)	12.7mm / ½" O.D.
Thickness of tube (SWG / mm)	27 SWG / 0.41mm
Header Material	MS
Thickness & Material of fins	0.15mm, Aluminium
No. of Fins per inch (FPI)	11 / 12
Coil Depth	As specified

Filters

Media of Filters	Washable nylon / HDPE / Non-Woven Synthetic
Efficiency of Pre-filters (EU-4)	90% down to 10 micron.
Frame	Al Alloy or GI sheet with epoxy sealing

Fan & Motors

Fan	Centrifugal fan having forward curved/ Backward curved steel blades. The impeller shall be mounted on a steel shaft of adequate size. The shaft shall be supported with minimum 2 bearings. The bearing shall be mounted on the outside of casing for easy access and maintenance.
Fan Balancing	Static & Dynamic
Motor	Suitable Capacity TEFC, Induction, 415V, 3 phase, 50Hz, class F Insulation. Design calculations for motor capacity selection to be submitted along with technical bid.
Fan Drive	V-belt

Operating Parameters

SP (mm WG)	50
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Installation

Installation	The AHU shall be installed with suitable PCC pedestal & vibration isolation rubber pads.
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Annexure - B

ELIGIBILITY CRITERIA (Documentary proof to be attached)

Sr. #	PRE-QUALIFICATION CRITERIA	Complied - Yes/No
1	The bidder must have experience in SITC/repair of AHUs (After 01st November, 2016 till the date of submission of the tender) . Copies of Work Order/Contracts in support of proof thereof for the contracts executed must be submitted as (i) Single order costing not less than 22 lakh OR (ii) Two orders costing not less than 11 lakh each. OR (iii) Three orders costing not less than 8 lakh each (MANDATORY).	
2	The bidder must have working office in municipal limits of DELHI/NCR, in his name, as on date of the submission of the tender. A documentary proof thereof i.e. self-attested copy of lease agreement / Electricity bill/property tax receipt/telephone bill or RC of commercially registered vehicle bearing the address of the Bidder may be enclosed (MANDATORY).	
3	The Bidder must have PAN / GSTIN at the time of application of tender. Self-attested copy of PAN/GSTIN Number must be enclosed along with the Technical Bid. (The self-attested scanned copy of PAN & GSTIN should be attached).	
4	The Bidder must have a minimum average annual Turnover of Rs 13,00,000/- (Rupees Thirteen lacs Indian rupees) for the Financial Years 2018-2019, 2019-20 & 2020-2021. Self-attested Copy(s) of Profit & Loss statement showing the sales figures for the Financial Years 2018-2019, 2019-20 & 2020-2021 be submitted as proof of above to be enclosed. Exemptions for Start-ups units will be given as per guidelines of Govt of India.	
5	The Bidder must submit self-attested copy of Income Tax Return of Financial Years 2018-2019, 2019-20 & 2020-2021 along with the Technical Bid.	
6	PAN Card number	
7	The bidder must furnish, along with the technical bid, EMD of Rs.50,000 (Fifty Thousand only) in form of valid DD/PO/Banker's cheque drawn in favour of the AI Engineering Services Ltd. payable at Delhi (MANDATORY). Firms having valid registration with NSIC under single point registration system are eligible for EMD exemption. However, firms regd. with MSME are eligible for EMD exemption. Valid certificate of registration with NSIC must be provided for tenderer seeking exemption of EMD.	

Tender Enquiry Ref. No: AIESL/DEL/PPMM/22-23/22186

8	Details of EMD submitted vide DD / Pay Order /Banker's Cheque/ RTGS / NEFT / Net Banking				
9	If eligible for EMD Exemption, then please attach copy of currently valid NSIC Registration certificate and provide details as under:				
	NSIC Reg. No.	Date of Issue	Valid up to	Value & Capacity Limits	Items Covered under NSIC Certificate
<p>Note: If the NSIC certificate does not cover the tendered item, then the vendor must submit EMD along with the Technical Bid failing which their bids will be disqualified. EMD exemption / NSIC certificate will be considered only for manufacturer and NOT for dealers / distributors.</p>					
10	Payment Term 60 days				
11	Do you agree for the delivery schedule as given in Annexure-A1				
12	Agreeing for facility inspection visit / factory visit by AIESL as part of the technical evaluation of the Bids to verify and evaluate the capacity of the bidder for the subject tender.				
13	Agreeing for all the other Terms & Conditions of the tender as per RFQ document.				
14	Bidder to give undertaking that he is participating / submitting his tender for all the Bidder items, failing which his / her tender will be rejected.				



Tender Enquiry Ref. No: AIESL/DEL/PPMM/22-23/22186

Annexure - C

BIDDERS DETAILS

Sr. #	Required Details	To be filled in by the Bidder
1	Name of the Company submitting the Bid	
2	Nature of company (Whether Proprietorship Firm/Partnership Firm/Pvt./Limited Company/Public Ltd. Co./Corporation/Any Other (Specify)	
3	Full Address of the registered office :	
	Full address of working office in Delhi/NCR for communication.	
	Telephone / Mobile No	
	E-mail ID	
4	Contact Person	
	Designation	
5	Any other relevant information, the bidder wishes to furnish.	



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Annexure-D

Technical Bid Form

Bidders are required to submit this form duly filled & signed.

The Dy. Gen. Manager-Engg
AI Engineering Services Ltd.
Avionics Complex
IGI Airport,
New Delhi - 110037

Tender Enquiry Ref. No: AIESL/DEL/PPMM/22-23/22186

dated:

Technical Bid:- Tender for Repair/ Replacement of AHU's (03Nos) of Central air conditioning plant of Avionics complex, IGIA, T2, New Delhi

Dear Sir,

We are pleased to submit our Technical Bid in response to the RFQ No. **AIESL/DEL/PPMM/22-23/22186**.

1	Name of Tender/Contract		Repair/ Replacement of AHU's (03Nos) of Central air conditioning plant of Avionics complex, IGIA, T2, New Delhi		
2	Name of the Company/Establishment				
3	Full Address of Registered Office				
4	Telephone No/ Mobile No				
5	Fax No / Email				
6	Name of Contact Person				
7	Particulars of Registration Issued in the name of the Bidder	Yes/No	If Yes, give following details		
			Number	Date of Issue	Valid upto
a	Whether having PAN/GIR Number				
b	Whether having GST registration number				
8	The bidder must have experience in SITC/repair of AHUs (After 01st November, 2016 till the date of submission of the tender) . Copies of Work Order/Contracts in support of proof thereof for the contracts executed must be submitted as (i) Single order costing not less than 22 lakh OR (ii) Two orders costing not less than 11 lakh each. OR (iii) Three orders costing not less than 8 lakh each (MANDATORY).				



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9	The bidder must have working office in municipal limits of DELHI/NCR, in his name, as on date of the submission of the tender. A documentary proof thereof i.e. self-attested copy of lease agreement / Electricity bill/property tax receipt/telephone bill or RC of commercially registered vehicle bearing the address of the Bidder may be enclosed (MANDATORY).	
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10a. Annual Turnover during the Financial Years 2018-19, 2019-20, 2020-21 (Amt. Rs. In Lacs) (***Average of the Turnover for Financial Years 2018-19, 2019-20, 2020-21 should be minimum Rs. 13 Lacs***)

2018-2019 : _____
2019-2020 : _____
2020-2021 : _____

10b. Self-attested Copy(s) of ***Profit & Loss statement showing the sales figures*** for the Financial Years 2018-19, 2019-20, 2020-21 is attached as proof of above.

2018-19: **YES / NO**
2019-20: **YES / NO**
2020-21: **YES / NO**

10c. Self attested copy(s) of Income Tax Return for the following Financial Years enclosed:

2018-19: **YES / NO**
2019-20: **YES / NO**
2020-21: **YES / NO**

11. We confirm compliance & have submitted “certificate of site visit” of the given specifications for title work for which we are quoting our rates in the Financial Bid. **YES/ NO**

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

Authorised Signatory _____

Company Seal _____

ANNEXURE-E

CHECK SHEET:

The Bidder should ensure that the following information and documents are attached along with the Technical Bid

		Yes/ No
(i)	EMD Rs 50,000/- in the form Bankers Cheque /Draft in favour of AI Engineering Services Ltd. Submitted with Technical Bid or valid certificate for EMD exemption be attached.	
(ii)	Self-Attested copies of:-	
	a) GST/SAC Registration Number	
	b) PAN/GIR No	
(iii)	Self-attested Copy(s) of Profit & Loss statement showing the sales figures for the Financial Years 2018-19, 2019-20, 2020-21 be enclosed.	
(iv)	Self-Attested Copy(s) of Income Tax Return for the Financial Year (2018-19, 2019-20, 2020-21 enclosed	
(v)	Self-Attested Copies of Purchase Order(s) /Contract(s)/ etc. or Self Attested Certificate(s) from the Airlines or allied sectors in relevant Industry /Other Organizations justifying experience for the job.	
(vi)	Proof of having working office in municipal limits of DELHI/NCR (self certified),	
(vii)	The Technical Bid Form (Annexure-D) duly filled signed and stamped on all pages by the Bidder should be attached.	
(viii)	Warranty specified at Annexure A1 & to be filled in annexure- H	
(ix)	Technical T&C, makes and specifications as per Annexure A1, A2 &A3	
(x)	Certificate of visit (Annexure -K)	

Signature: _____

Name & Designation: _____

Company Seal _____

Date: _____

Place: _____



Tender Enquiry Ref. No: AIESL/DEL/PPMM/22-23/22186

Annexure -F

FORMAT OF AUTHORIZATION LETTER FOR ATTENDING BID OPENING

(On Bidder's Letter Head)

To

The Dy. Gen. Manager – E
Avionics Complex
AI Engineering Services Ltd
I.G.I Airport T- 2
New Delhi – 110037

Sub: Authorization for attending bid opening

Tender No:

Subject:

The following persons(s) are hereby authorized to attend the bid opening for the Tender mentioned above on our behalf.

Sr. No.	Name	Email ID	Contact No.	Signature
1.				

Authorised Signatory

Signature _____

Name & Designation _____

With SEAL

Note:

1. Permission for entry to the hall where bids are opened, may be refused in case authorization letter as prescribed above is not received.
2. The authorized representatives, in their own interest, must reach the venue of bid opening well in time.
3. The authorized representative must carry a valid photo identity.



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Annexure-G

The Dy. Gen. Manager-E,
AI Engineering Services Ltd.
Avionics Complex
IGI Airport,
New Delhi - 110037

UNDER TAKINGS/CERTIFICATION:

It is certified that:

- a. There are no hidden costs to AIESL over and above as quoted in the tender.
- b. We agree to hold the quoted prices firm till completion of supplies against the Contract.
- c. We agree to extend to AIESL the benefit of reduction in statutory duties, taxes, levies, etc., if notified by the Govt. of India, during the period of validity of the Purchase Order.
- d. We have carefully gone through and have understood and hereby agree to unconditionally abide by all the General Terms & Conditions, Product Details and Specifications governing the tender.
- e. The financial bid will be valid for a minimum period of 120 days from the date of opening of Technical Bid.
- f. All the pages of Technical are being signed and stamped.
- g. I hereby confirm that I am authorized to sign the tender document and the information given in the tender is true and correct to the best of my knowledge and belief and nothing material is concealed.

Signature _____

Name & Designation _____

Company Seal _____

Date : _____

Place: _____

Annexure - H

PRICE BID

Work Scope and Schedules of Rates - Repair / Replacement of AHUs (03 Nos.)

of Central Air-conditioning Plant of Avionics Complex, IGIA, Tml.II, Delhi

S.NO.	JOB DESCRIPTION	QTY	RATE	AMOUNT (Rs.)
1	Replacement of AHU no.5 (20000 CFM) of Hydraulic Test Rig, Ground Floor, Avionics Complex			
1.1	Dismantling and removal of existing AHU with complete motor/blower section, connected pipe lines, valves, ducting, frames etc.	1 job		
1.2	SITC of insulated double skinned cabinet type Horizontal Floor mounted, factory built, Air Handling Unit (AHU) 20000 CFM, 50mm of water external static pressure, complete with 50 mm thick (EU-4) box type pre-filters, chilled water cooling coil made of 6 Row Seamless Copper Tubes of dia 1/2", 27 gauge with Aluminum fins 0.15 mm thick on complete face area, pitch 11-12 per running inch., with centrifugal fan, electrical motor (EFF-1) of adequate capacity, SS 304, 20 gauge duly insulated drain pan, air outlet connection, etc as per specifications sheet and preferred makes of equipment (attached). In case the Cooling Coil is made in two parts then the upper coil to be provided and fitted with a bottom SS 304, 20 gauge tray fitted with drain connections and PVC pipes at both ends for condensate draining to the main tray.	1 no		
1.3	Connecting of Cooling Coils with main header by P/F of 80mm Dia. MS 'C' Class pipe Jindal make duly insulated with 25mm elasto meric nitrile rubber class '0' insulation applied by suitable adhesive, with all screwed/welded joints, fittings, flanges, gaskets, clamps, nuts & bolts, etc. as per site requirement.	12 RMT		
1.4	Providing and fixing of MS pipe of 40mm dia, B class, with 13 mm thick nitrile rubber insulation for Condensate Draining connected with all screwed / welded joints and fittings like elbows, tees, reducers etc., with necessary supports as per site requirement. The drainpipe shall be provided with 'U' shaped trap at the outlet.	10 RMT		
1.5	P/F of site fabricated GI Sheet Metal Ducts of 22 Gauge (Birmingham Gauge) (0.8 mm) including necessary hangers, supports, rubber gaskets, rivets, flanges etc.	16 SQM		

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1.6	P/F of site fabricated GI Sheet Metal Ducts of 20 Gauge (Birmingham Gauge) (1.0 mm) for PLENUM including necessary hangers, supports, rubber gaskets, rivets, flanges etc.	10 SQM		
1.7	Providing and laying Thermal Insulation for supply Air Ducts with 13mm thick closed cell elastomeric (nitrile rubber) sheet including wrapping with aluminum foil.	15 SQM		
1.8	Providing and laying Acoustic Insulation for ducting with open cell nitrile rubber insulation of thickness not less than 25mm, density not less than 130 kg/m ³ including adhesive.	10 SQM		
1.9	Providing and fixing of Canvass connection double fire proof cloth as per size of the AHU	1 No.		
1.10	P/F of Fire Dampers with Fusible Link made of GI sheet of thickness not less than 18 Gauge with fittings, gaskets, nuts, bolts etc. as per size of the AHU.	1 set		
1.11	P/F of Volume Control Damper (VCD) of GI sheet of thickness not less than 18 gauge with fittings, gasket, nuts, bolts etc. as per size of AHU	1 set		
1.12	P/F of finned type Electric Strip Air Heaters in 3 banks of 3x3 KW (total 27 KW)	1 set		
1.13	Providing and laying of Al. XLPE armoured power cable of adequate capacity with thimbles, trays / clamps etc as required for connecting heaters etc.	1 Lot		
1.14	Providing and fixing of following Valves & Strainers in chilled water pipelines duly insulated with 13mm closed cell elastomeric nitrile rubber with nuts, bolts, gaskets etc.	-	-	-
1.14.1	Y – Strainer 80mm Dia	1 No.		
1.14.2	3 Way Modulating Valve 65mm Dia with actuator, linkage and thermostats	1 No.		
1.15	P/F of 02 nos. Pressure Gauge (4" dial) and 02 nos. Dial type Thermometers with capillary and Copper Connections and 02 nos. Ball Valves.	1 set		
1.16	Foundation Modification for installation of AHU as per site requirements.	1 No.		
1.17	Buy credit towards taking back of old metal scrap/waste generated during the work e.g. perished pipe lines, old Motor/Blower set, old MS frames, Panels, Ducts etc. (GST will be payable by the vendor)	1 lot	(-)	(-)
SUB-TOTAL (1)				
2	REPAIR of AHU no. 6 (8500 CFM) of Accessories Overhaul Shop, Ground Floor, Avionics Complex			

Tender Enquiry Ref. No: AIESL/DEL/PPMM/22-23/22186

2.1	Dismantling and removal of existing Cooling Coils and drain/drip trays from the AHU alongwith old header pipe lines with attached accessories.	1 job		
2.2	P/F of Cooling Coils of size 101"x39"x4 Row Deep made of Seamless Copper Tubes of dia 1/2", 27 gauge with Aluminum fins 0.15 mm thick on complete face area, pitch 11-12 per running inch. In case the Cooling Coil is made in two parts then the upper coil to be provided and fitted with a bottom SS 304, 20 gauge tray fitted with drain connections and PVC pipes at both ends for condensate draining to the main tray. The drain tray shall be of SS 304, 20 gauge (duly insulated) fixed suitably beneath the cooling coils within suitable drain connections as per existing size and site requirement duly insulated and with adequate supports & fasteners.	1 no.		
2.3	Connecting of Cooling Coils with main header by P/F of 65 mm Dia. MS 'C' Class pipe Jindal make duly insulated with 25mm elastomeric nitrile rubber class 'O' insulation applied by suitable adhesive, with all screwed/welded joints, fittings, flanges, gaskets, clamps, nuts & bolts, etc. as per site requirement.	12 RMT		
2.4	Providing and fixing of MS pipe of 40mm dia, B class, with 13 mm thick nitrile rubber insulation for Condensate Draining connected with all screwed / welded joints and fittings like elbows, tees, reducers etc., with necessary supports as per site requirement. The drainpipe shall be provided with 'U' shaped trap at the outlet.	10 RMT		
2.5	P/F of 02 nos. Pressure Gauge (4" dial) and 02 nos. Dial type Thermometers with capillary and Copper Connections and 02 nos. Ball Valves.	1 set		
2.6	Providing and fixing of following Valves & Strainers in chilled water pipelines duly insulated with 13mm closed cell elastomeric nitrile rubber with nuts, bolts, gaskets etc.	-	-	-
2.6.1	Y – Strainer 65mm	1 No.		
2.6.2	3 Way Modulating Valve 50mm Dia with actuator, linkage and thermostats	1 No.		
2.7	Providing and laying of Al. XLPE armoured power cable of adequate capacity with thimbles, trays / clamps etc. as required for connecting heaters etc.	1 lot		
2.8	Cleaning and removing of old paint and painting with one coat of Red Oxide Primer and two coats of Enamel Paint on the complete Blower Section, Belt Guard, exposed sheet metal parts etc.	1 job		
2.9	Buy credit towards taking back of old metal scrap/waste generated during the work e.g. perished pipe line, old MS frames, Panels etc. (GST will be payable by the vendor)	1 lot	(-)	(-)
SUB-TOTAL (2)				

3	REPLACEMENT of AHU no. 7 (20000 CFM) of Accessory Overhaul Shop, Ground Floor, Avionics Complex.			
3.1	Dismantling and removal of existing AHU with complete motor/ blower section, connected pipe lines, valves, ducting, frames etc.	1 job		
3.2	SITC of insulated double skinned cabinet type Horizontal Floor mounted, factory built, Air Handling Unit (AHU) 20000 CFM, 50mm of water external static pressure, complete with 50 mm thick (EU-4) box type pre-filters, chilled water cooling coil made of 6 Row Seamless Copper Tubes of dia 1/2", 27 gauge with Aluminium fins 0.15 mm thick on complete face area, pitch 11-12 per running inch., with centrifugal fan, electrical motor (EFF-1) of adequate capacity, SS 304, 20 gauge duly insulated drain pan, air outlet connection, etc as per specifications sheet and preferred makes of equipment (attached). In case the Cooling Coil is made in two parts then the upper coil to be provided and fitted with a bottom SS 304, 20 gauge tray fitted with drain connections and PVC pipes at both ends for condensate draining to the main tray.	1 no		
3.3	Connecting of Cooling Coils with main header by P/F of 80mm Dia. MS 'C' Class pipe Jindal make duly insulated with 25mm elastic meric nitrile rubber class '0' insulation applied by suitable adhesive, with all screwed/welded joints, fittings, flanges, gaskets, clamps, nuts & bolts, etc. as per site requirement.	12 RMT		
3.4	Providing and fixing of MS pipe of 40mm dia, B class, with 13 mm thick nitrile rubber insulation for Condensate Draining connected with all screwed / welded joints and fittings like elbows, tees, reducers etc., with necessary supports as per site requirement. The drainpipe shall be provided with 'U' shaped trap at the outlet.	20 RMT		
3.5	P/F of site fabricated GI Sheet Metal Ducts of 22 Gauge (Birmingham Gauge) (0.8 mm) including necessary hangers, supports, rubber gaskets, rivets, flanges etc.	16 SQM		
3.6	P/F of site fabricated GI Sheet Metal Ducts of 20 Gauge (Birmingham Gauge) (1.0 mm) for PLENUM including necessary hangers, supports, rubber gaskets, rivets, flanges etc.	10 SQM		
3.7	Providing and laying Thermal Insulation for supply Air Ducts with 13mm thick closed cell elastomeric (nitrile rubber) sheet including wrapping with aluminium foil.	20 SQM		
3.8	Providing and laying Acoustic Insulation for ducting with open cell nitrile rubber insulation of thickness not less than 25mm, density not less than 130 kg/m ³ including adhesive.	10 SQM		
3.9	Providing and fixing of Canvass connection double fire proof cloth as per size of the AHU	1 No.		
3.10	P/F of Fire Dampers with Fusible Link made of GI sheet of thickness not less than 18 Gauge with fittings, gaskets, nuts, bolts etc. as per size of the AHU.	1 set		

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3.11	P/F of Volume Control Damper (VCD) of JI sheet of thickness not less than 18 gauge with fittings, gasket, nuts, bolts etc. as per size of AHU	1 set		
3.12	P/F of finned type Electric Strip Air Heaters in 3 banks of 3x3 KW (total 27 KW)	1 set		
3.13	Providing and laying of Al. XLPE armoured power cable of adequate capacity with thimbles, trays / clamps etc as required for connecting heaters etc.	1 Lot		
3.14	Providing and fixing of following Valves & Strainers in chilled water pipelines duly insulated with 13mm closed cell elastomeric nitrile rubber with nuts, bolts, gaskets etc.	-	-	-
3.14.1	Y – Strainer 80mm Dia	1 No.		
3.14.2	3 Way Modulating Valve 65mm Dia with actuator, linkage and thermostats	1 No.		
3.15	P/F of 02 nos. Pressure Gauge (4" dial) and 02 nos. Dial type Thermometers with capillary and Copper Connections and 02 nos. Ball Valves.	1 set		
3.16	Foundation Modification for installation of AHU as per site requirements.	1 No.		
3.17	Buy credit towards taking back of old metal scrap/waste generated during the work e.g. perished pipe lines, old Motor/Blower set, old MS frames, Panels, Ducts etc. (GST will be payable by the vendor)	1 lot	(-)	(-)
SUB-TOTAL (3)				
TOTAL (Rs.) = SUB-TOTAL (1) + (2) + (3)				
GST				
GRAND TOTAL (Rs.)				

Total Amount in words : Rupees

Please mention warranty for the complete work 1,2 &3 (Refer warranty clause 15 Annexure A-1)_____

Cost to include loading and off- loading of materials from & to the AHU Rooms, required as per site conditions.

Note:

- The above rates are valid for minimum 120 days.



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2. **The quantities mentioned above are approximate. Invoicing shall be done on actual consumption of material.** The service provider shall quote unit rate for each item.

3. L-1 Vendor will be decided on overall cost to AIESL

4. If L-1 vendor quote will be higher in some items, than we have the right to negotiate to matched the lowest quoted price.

Undertaking:

1 We agree to hold the quoted price firm till completion of supplies/installation.

2 We agree to extend to AIESL the benefit of reduction in statutory duties / levies if notified by the Govt. during the period of validity of the PO.

3 The Financial Bid will be valid for 75days from the last date of opening of Technical Bid Part

4 We have carefully gone through and have understood the General Terms & Conditions, Product Details and Specifications governing the tender and would abide by the same.

5 I hereby confirm that I am authorized to sign the tender documents.

6 All the pages of the Tender and Price Bid are signed and any corrections are duly countersigned.

Signature: _____

Date: _____

Name: _____

Designation: _____



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Annexure - I

SECURITY DEPOSIT FORM

To

Dy. Gen. Manager-Engg
AI Engineering Services Ltd.
Avionics Complex
IGI Airport,
New Delhi-110037

I/We, the undersigned declare that:

After having been qualified for award of Contract and vide Para 18 of the captioned tender, we will deposit equivalent sum of **3% (Three 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 Receipt from any Commercial bank, in favor of AI Engineering services Limited (AIESL), payable at Delhi.

Date : _____

Place: _____

Signature _____

Name & Designation _____

Company Seal _____



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ANNEXURE -J

INTEGRITY PACT

Between

AI Engineering Services Limited (AIESL) hereinafter referred to as “**The Principal**”,

And

hereinafter referred to as “**The Bidder/ Contractor**”

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract(s) for “Repair/ Replacement of AHU’s (03Nos) of Central air conditioning plant of Avionics complex, IGIA, T2, New Delhi” to AIESL”. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. The word ‘take’ shall also include the past and future.
 - b. The principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The principal will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or the conduct rules of the principal, or if there be a substantive suspicion in this



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regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption in their dealings with AI Engineering Services Ltd. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Contractor/Bidder and in the agreement entered into by the Principal with the Contractor/Bidder.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences or acts outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages



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1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security and other actual damages due to the consequential delay.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.
3. The Contractor/Bidder shall not be entitled to claim from the Principal any amounts either as damages or otherwise, on account of termination.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 –Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to the Chairman, **AI Engineering Services Ltd.**
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and



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unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, AI Engineering Services Ltd. within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the AI Engineering Services Ltd. Board.
8. If the Monitor has reported to the Chairman AI Engineering Services Ltd., a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman AI Engineering Services Ltd. has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 3 years after the last payment under the contract, and for all other Bidders 12 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Board of AI Engineering Services Ltd.

Section 10 - Other provisions

1. This agreement is subject to India Law. Place of performance and jurisdiction os the Registered Office of the Principal, i.e. Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership; or a consortium, this agreement must be signed by all partners or consortium members and in the case of a Company by an authorized representative.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.



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(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place : _____

Date : _____

Witness 1:

(Name & Address) : _____

Witness 2:

(Name & Address) : _____



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Annexure-K

Certificate for site visit

(To be filled by Bidder)

To,

DGM, EF&PM,

AIESL, NR, Delhi

Subject: Authorization for site visit at AIESL.

I/we, -----representative of M/S-----
-----have visited the site and understood the scope of work and terms & conditions detained in
the tender.

Authorised Signatory

Signature _____

Name & Designation _____

(With company seal)

To be filled by AIESL:

This is to certify that M/S -----have visited the site for assessment of the work as
per scope of work.

Authorised Signatory _____

Company Seal _____

Date of visit _____



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