



Date: 29/05/2023

HYD/PPMM/ENQ/013

2. Extension of Tender Due Date:

Due date of the tender may be extended, at the sole discretion of AIESL, at any time during the tendering process, including after the closing date of the tender and before opening of the bids.

II. Validity of Bids:

1. The Bid should be valid for a period of 75 days from the date of opening of the Bid.
2. Price offered should remain firm till completion of contract period. Request for change in price will be entertained during the validity period only on account of changes in govt. /statutory levies like GST or other taxes etc. if imposed by the Govt. of India / State Govt. / Local Bodies.

However, such request will be considered only on submission of valid documents.

3. Also, Any reduction in GST and/or any other Statutory levies etc., of the Govt. of India / State Govt./ Local Bodies etc., should be passed on to AIESL, otherwise the same shall be adjusted/deducted from their bills with due notification.

III. Details of the Item:

a) **Specifications**

COMPRESSED NITROGEN GAS
Standard Nitrogen

Minimum Purity: > or = 99.995%

Components:

Purity: > or = 99.995%

Oxygen < or = 5.0 PPM

Moisture < or = 5.0 PPM

Filling Pressure at 27 °C: 150kg/ cm²

Volume per cylinder: 7 m³

COMPRESSED OXYGEN GAS

Min. Purity 99.5%

Confirming To Mil. Prf-27210G (1)

Purity - 99.7%,

O₂ < 5.0 Ppm

Moisture < 5.0 Ppm

Pr. - 3600 PSI

b) **Quantity & Delivery Location Details:**

Sl.	Item Description	Qty. Required	Item to be Delivered at
1.	Nitrogen Gas & Oxygen Gas Capacity: 7cum Each cylinder	N2 Gas = 125 Cyl / annum	Dy.GM(LM) AI ENGINEERING SERVICE LIMITED Air India Limited, Alpha-3 Complex, Bengaluru(Banglore) Rural 3rd Floor, Karnataka - 562110



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1. AIESL QC team may visit your premises for inspection and check whether the industrial standard is maintained.
2. Vendor should provide the following along with every supply, as per the industrial standard.
 - a) Purity Certificate for the products.
 - b) HST Certificate (HST done on and due on) for cylinder and submit the same with every supply being made.
 - c) Refilling done on for every cylinder.
 - d) Batch Number for every cylinder.
 - e) Adhesive stickers (white/yellow/ suitable colour), in addition to certificates, with above details to be affixed on the cylinders.
 - f) Cylinder Serial numbers and HST done and due on dates shall be mandatorily painted legibly on every cylinder.
 - g) N2 Cylinders must be properly painted and good in condition
3. Rates will be firm during the validity (1 year + 1year) of contract.
4. Commencement of Contract:
The successful bidder to make supply within 3 days of receipt of contract/purchase order and contract/PO has to be confirmed in 1day after receipt of the same.
5. Supply subject to our inspection and approval, supply should be made, in ONE DAY after the CALL OFF is given by us at above mentioned address
6. The quantities indicate is approximate one and call off will be given as per actual operational requirement/consumption. AIESL is not committed to uplift the entire order quantity.
7. Penalty for Delayed Deliveries: You have to adhere to the agreed delivery schedule, in case of delay in delivery; penalty for late delivery will be charged at the rate of 1/2% (half percent) per week or part thereof of the value of delayed supplies, subject to a maximum of 10% (ten percent) of the value of delayed supplies. In the event of the continued delayed supply, then AIESL., reserves the right to cancel the Purchase Order, and to take appropriate necessary action in its interests.
 - a) AIESL reserves the right to **increase/decrease the qty to the extent of 25%** of the tendered qty at the same rate, terms and conditions of the tender/contract/PO.
 - b) Bidders should **take above points in to considerations before / while submitting their bid.**
 - c) **The rates quoted shall be as applicable to Govt. Institutions/PSUs.**

IV. GENERAL TERMS & CONDITIONS

- "AIESL" as used in the Tender document means 'AI Engineering Services Limited'.
2. The "Bidder, Party, Prospective bidder, vendor, as used in the Tender document, shall mean the company/firm/business entity submitting the quotation in response to AIESL tender notice.
 3. The "Successful Bidder" as used in the Tender document, shall mean the company, firm and business entity on whom the PO is released in full or part by AIESL.
 4. The Tender shall mean the present tender issued by AIESL.



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5. The individual signing the tender (or) other documents in connection with the tender must certify whether he/she signs as: "Sole Proprietor" of the firm OR A partner of the firm Or as Constituted attorney/authorized signatory / Power Of Attorney etc., of the company / business entity etc., as the case may be.
6. Also, **A certified true copy of authorisation for the individual to sign the Bid Document** should be attached / enclosed with the Technical Bid.
7. The vendor **shall not transfer in whole (or) any part of the PO to another** once the PO is awarded. If the ownership of the bidder is changed or modified, in any manner or degree, directly or indirectly, to another, the responsibilities would then be on /with the new owner of the company.

8. Interest Free Security Deposit (SD)/Bank Guarantee (BG):

- a) Successful Tenderer shall furnish Interest Free SD/BG **equal to 3% of the total value of the contract including of applicable GST/Levies** within 2 weeks or as advised by AIESL, of issuance of LOI / Contract. This can be in the form of Demand Draft/Pay Order/ Bank Guarantee from a Scheduled Bank.
- b) Cost of obtaining SD/BG would be borne by the successful bidder
- c) Validity of the SD/BG to be till 60 days after the completion of all obligations under the Contract. SD/BG will be released after completion of all obligations of/under the Contract.
- d) In case of breach of or violation of terms of the contract, SD/BG shall be forfeited either fully or partially depending upon the extent of violation and the compensation, penalty, costs etc., recoverable from the Contractor.
- e) For PO value upto Rs.10.00 lakh, Security Deposit shall be deducted from the invoice/bill(s) by the Finance Department, and no separate Security Deposit needs to be submitted

9. Return of Bids of Disqualified Bidders/Bids Received Late:

- a) Bids received after the tender closing date and time will be returned to bidder, either in person or by post, after finalization of the Contract.
- b) In the event a bidder fails to collect the price bid within 30 days of intimation to collect their bids, and without any response, then such bids will be shredded in "as is where is" condition after expiry of the time period granted.

10. Exit and Termination Clauses of the Contract:

- a) AIESL is not committed to uplift the entire quantity ordered for.
- b) **If it is found that the PO is transferred to some other agency** then the PO will be cancelled, in to-to without any liability on AIESL, apart from imposing penalty as deemed fit and necessary.
- c) **In case of unsatisfactory performance or breach of any clauses of the PO**, AI would issue a notice of up-to 30 days to the party to rectify the problem / breach and improve the performance. **If the required corrective action is not taken, then AIESL shall be at liberty to cancel the PO by providing another 30 days written notice.**



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- d) Both AIESL and the Contractor shall be at liberty to terminate this PO by providing to 90 days written notice to the other party for any reason including change in situation/circumstances, etc. In such an event, the terminated party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, both the parties shall duly comply with their respective obligations during the 90 Days notice period and thereafter, shall discharge the obligations arising out of the PO till the termination.
- e) AIESL reserves the right to terminate / cancel the order partially or fully without notice in case of major violations of the terms of the PO by way of criminal actions, fraud, misbehaviours, sexual assault, serious thefts, security related issues etc.,

V. Rejection of Bids, Debarment etc.:

AIESL reserves the right and your bid/s are liable to be rejected and can also be Debarred and/or black-listed under the following instances:

- a) Bids received after the due date & time, received by Fax, Email, unsigned.
- ii) Bid in unsealed / open condition.
- iii) Conditional offers liable to be rejected.
- iv) Bids without quote, as given in the Price Bid Format.
- v) Those bids,- found at any stage during the tendering process or after release of Contract that the bidder has directly or indirectly engaged in any wilful misrepresentation, corrupt, fraudulent, collusive, coercive practice in order to bid / obtain the contract. AIESL also may blacklist such bidder for up to 3 years. This may also have an impact on other Contracts / POs the bidder may have with AI where too AI reserves the right to take appropriate action as deemed fit.
- vi) Bids of those who were or are involved in any litigation in the last 5 years/on-going litigation or arbitration with AIESL.
- vii) Bids of those who have been blacklisted Or debarred by any PSU, government bodies.
- viii) Failure to declare if they have any on-going legal disputes with any government agencies such as Income tax, EOW etc., wilful Suppression (or) Misrepresentation of such facts. AIESL also reserves the right to take appropriate action as deemed fit including discontinuing business dealings with such bidders and/or black list them.
- ix) Bids submitted on behalf of or as agent etc., of some other vendor.
- x) Non **Submission of Documents:**

All documents submitted in support of the requirement of the tender should be in English or Hindi or Telugu only. Documents in other Indian languages can be submitted along with a translated copy in English or Hindi or Telugu duly notarized failing which the bids will not be considered.

VIII) Errant Bidders:

In case the L1 vendor is not awarded the PO due to any mistake committed by them in their bid Or withdrawal of bid Or varying any term thereof leading to re-tendering, AIESL shall forfeit EMD paid by the bidder and such bidder shall be debarred from participation in the next tender. In such cases, AIESL also reserves the right to debar such vendor for a longer period and/or at other locations of AIESL as deemed fit necessary.



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IX) Payment Terms:

- a) Duly Certified Original Bills, in triplicate, shall be submitted to PPMM, Hyderabad **with the correct / appropriate GST No.**
- b) AIESL shall make payment through ECS for the undisputed amount **within 60 days** of the submission of the certified Bills after deduction of TDS, GST-TDS, penalties and any other charges, if any, recoverable.

X) Fall Clause:

- a) Successful vendor should pass on the benefits of fall in prices due to change in input cost, raw material prices, concessions availed, Govt. levies, or for any other reasons.
- b) Similarly, in case the vendor supplies the item at a lower rate to other organizations, during the validity period of the PO, and having same specifications, qty., payment term, terms and conditions etc., then they should supply the item to AIESL also at the same lower rate from the date of the lower rate being applied to the other organizations. In case, it is observed that the vendor has not passed on such lower rates to AIESL from the applicability period, then the vendor should reimburse the difference of amount for the services provided during such period.
- c) The onus of informing AIESL about the fall in rates rests with the Service provider.

XI) Option Clause:

To take care of any change in the future requirement during the contract period, AIESL reserve the right to increase or decrease required services to the limit of 25% (Twenty-five percent)/ +/- without any change in terms and conditions and prices quoted by the bidders.

XII) Loading criteria in case of deviation would be applied as under:

In case of deviation with regard to **commencement of services beyond the period** mentioned in the tender, the price bid of the bidder would be **loaded @ 0.5% per week** or part thereof.

XIII) PENALTY Clause:

In case of non-compliance of laid down terms & conditions, the following penalty will be imposed on their bill/ SD/BG as deemed fit and necessary by AIESL.

1. Supplies not meeting the technical specification/parameter, quality and or deficient in any other respect would be liable for rejection at the time of inspection and returned to the vendor at their cost.
2. If non-compliances to the Specifications are observed after acceptance of supply, then vendor will also have to replace the entire balance lot on free of charges basis. This however, does not prevent AIESL from imposing suitable penalty for the substandard supply.
3. LD/penalty for delayed delivery would be @ 0.5% per week or part thereof of the value of the undelivered portion of the goods or services (excluding taxes and delivery charges) subject to a maximum of 10% of the value of the undelivered part. This will be recovered from the invoice of the delivered consignment of the vendor, Security Deposit / Bank Guarantee, or from the amount due to the vendor against any invoice. This will be done after due advance notification to the vendor.



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4. 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 vendor. The standard penalty for delayed supplies @ 0.5% per week or part thereof, subject to maximum of 10% would be applicable from the original delivery schedule. .
5. However, in case of exigencies where such items are required to be accepted for minor deviations from the specifications of the Contract/PO, due to the possibility of services being affected then depending on the extent and nature of the deviations, such consignment may be accepted at the sole discretion of AIESL by imposing an appropriate penalty subject to a maximum of 15% of the invoice value of the lot.
6. In case of any complaint on the quality issue at the time of use of the item / goods by AIESL or any other stakeholders of AIESL after acceptance of the delivery then depending on the nature and extent of the deficiency, AIESL reserves the right to impose appropriate penalty on the total value of the lot supplied, subject to maximum of 15% on the invoice of the consignment / lot.
7. In case of any complaint from passengers or any other stake holders vendor will indemnify AIESL against any claims for damages or legal action initiated in this regard. Additionally, depending on the gravity of the complaint an appropriate penalty on the total invoice value of the lot supplied, subject to a maximum of 15% may be levied by AIESL.
8. If no remedial action to the satisfaction of AIESL user department has been taken and complaints continue to persist regarding quality issues then based on the recommendations of the user department, AIESL reserves the rights to cancel the Contract / PO and take appropriate penal action / debar the vendor from participating in the next tender / black list the vendor for 3 years as deemed fit depending on the merit of the case

XIV) Award of Contract: Method of Determination / Arriving at L1 Vendor:

- 1) PO will be released on /awarded to the **Lowest Vendor (L1)** for the qty. required for Hyderabad.

2) **Price Preference:**

MSME/SSI units registered with the NSIC under their Single Point Registration Scheme as per the guidelines issued by the Government of India/ District Industries Centre/ Udyog Aadhar Memorandum (UAM)/ Any other body specified by the Ministry of MSME, for the tendered Services are entitled to price preference up to 15% over the offer of large scale sector and 5% over the offer of Public Sector Undertaking. However, **this is subject to and provided** the offers are otherwise compliant for acceptance in other respects as per the tender and Subject to the SSI/MSME agreeing to match their rates to the Lowest/L1 rates received from the large scale sector and Public Sector Undertakings.

XV) Negotiation:

As a general norm price negotiation will not be carried out with the bidder. Negotiations, if at all, shall be an exception and may be held only with the overall L1 vendor and/or the MSME/SSI vendor who fall within the price preference limit only.

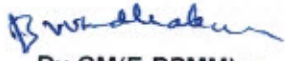
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Additional Conditions:

- I. **Force Majeure:** A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, War, pandemic, Strikes or Labor Disputes, Embargoes, Govt. Orders or any Force Majeure event.
- II. **Arbitration:** Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be settled by mutual consultation. If the dispute remains unresolved after a period of 90 days from the date when the mutual consultation has started, the matter shall be referred for settlement to 'SCOPE FORUM OF CONCILIATION AND ARBITRATION', Govt. of India, and the award made in pursuance thereof shall be binding on the parties.
- III. **Jurisdiction:** Any dispute whatsoever shall be subject to the jurisdiction of the courts of Hyderabad only.

For AI Engineering Services Ltd.,


Dy. GM (E-PPMM)
उप. महा प्रबंधक (इंजीनियरिंग)
Dy. General Manager (E-PPC)
एआइईएसएल/AIESL, एमआरओ कॉम्प्लेक्स/MRO Complex,
आरजीआईए/IGIA, शमशाबाद /Shamshabad.
दक्षे/SR, हैदराबाद/HYDERABAD-500 409

Annexure-I

Company Details & Compliance to Techno-Commercial Terms

Sl.	Criteria	Provide Information	Complied Yes / No
1	Your Firm / Company / Undertaking etc., must be legally Registered with currently Valid Certificate for manufacturing the Tendered or related / similar line of item. Attach self-attested copy of the document:	Mfg. License / Factory License etc., / Reg No:	
2	Address of the Mfg. Plant / production / Regd. Office Submit copy of the documents: Aadhar or Telephone Bill or Rental Agreement or copy of Electricity bill.		
3	Contact Persons / E-Mail IDs / Telephone – Mobile Nos.		
4	Must possess PAN Registration- Attach Copy		
5	Must be Registered under GST – Mention the GST No. & Submit copy of GST No. Registration		
6	Agreeing to Indemnify AIESL as given in the Tender.		
7	Not Blacklisted / Debarred As on date of submission of the tender, your company Should Not have been blacklisted / debarred by any Govt. /Govt. agency / AIESL or their sister / subsidiary companies from participating in new tenders.		
8	Has any Director/ Partner / Proprietor been convicted. Providing wilful wrong information and Failure to provide details would lead to rejection of Bid.	YES / NO : If Yes, then provide details.	
9	Whether any employee of AIESL or his/her spouse is related to your company in any capacity (if yes give details). Providing wilful wrong information and Failure to provide details would lead to rejection of Bid.	If Yes, then provide details.	
	Whether any contract /LOI issued by AIESL / Group Companies to the Bidder was terminated / rescinded due non-compliance of Terms & Conditions of the Tender/ non-compliance of the provision of Statutory Labour laws/ Criminal Offences in the past 3 Years. Providing wilful wrong information and Failure to provide details would lead to rejection of Bid.	If Yes, then provide details.	



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10	Name a few Govt./PSU/ Reputed Companies for whom you have supplied Tendered or similar line of item - Provide details. Provide details of single largest value of order for the tendered or related / similar items during the last two years		
11	Agreeing to comply with all the Legal, Statutory, and Requirements.	Submit the undertaking	
12	Agreeing for Payment Terms of 60 Days. If not agreeing , specify your Payment Term – in such case, your Rates will be calculated on Pro-rata basis as per the Loading Criteria given in the Tender document.		
13	Agreeing to comply with other terms and conditions of the Tender.		
14	Turn Over of the company during the last 2 years:		

Bidder's Undertaking:

- 1) I have carefully gone through and have understood and hereby agree to abide by all the Terms & Conditions, Technical Specifications, Legal requirements etc., governing the tender.
- 2) 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.

Date: _____ Signature _____

Place: _____ Name _____

Co. Name & Seal: _____ Designation _____

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Annexure - II

CHARTERED ACCOUNTANT 'S CERTIFICATION for Turn Over

I, C.A (Name) _____ Membership number _____ have verified the P&L / Income details as per the documents /records submitted for verification and hereby certify that the **Turnover** of M/s.----- (the Bidder's name) for the last two years is correct.

Signature of C.A _____

Seal

Date: _____ Place _____

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Annexure - III

PRICE BID FORMAT

(To be submitted in a Sealed Envelope)

Ref No: HY/PPMM/ENQ/013

Date: 29/05/2023

Due Date: 06/06/2023

Sub: Supply of Nitrogen gas at AIESL,Shamshabad.

Due date and time: 06/06/2023, 1200 Hrs

Tender opening date and time: : 06/06/2021, 1230 Hrs

Item Description	Quantity	HSN Code	Unit rate/ Cum	GST%	Net Rate
Nitrogen Gas	875 CuM				
Transportation charges to AIESL,MRO Complex, Shamshabad	12 Trips				
N2 gas Rental Charges /Cylinder/Day	15 Cylinders				

Note:

1. **The basic Unit Rate offered shall be on Door Delivery Basis.**
2. Basic Unit Rate shall be exclusive of GST.
3. The rate will be firm till completion Contract/Purchase order.
4. Materials should be supplied as per Call-off.
5. Please mention the region(Location) if you want to supply in one or more states.

Signature:

Name of the Authorized Signatory:

Seal of the Company:

Date:

Place:

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Annexure -IV

Ref No: HY/PPMM/ENQ/013

Date: 29/05/2023

Due Date: 06/06/2023

Sub: Supply of Nitrogen gas at AIESL,Shamshabad.

Due date and time 06/06/2023 by 1200 Hrs

Tender opening date and time: 06/06/2023 by 1230 Hrs

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

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

Signature

Name of the Authorized Signatory

Seal of the Company

Date:

Place: