



Enquiry Ref: AIESL/TRV-MRO/MMD/04-100

Sub: Tender for award of Interior and Exterior Painting of AIESL, MRO, Trivandrum Hangar unit.

AI Engineering Services Limited (here in after referred as AIESL), invites bids under (UNDER TWO BID SYSTEM) from eligible bidders (here in after referred as Service Provider) meeting the Bid Evaluation Criteria (refer Annexure-A) specified in this tender document, for Tender.

- I. Tender No. & date of issue: **AIESL/TRV-MRO/MMD/04 -100 dated 07-12-2022**
- II. Name of work: **Tender for award of work contract for Interior and Exterior Painting of AIESL, MRO, Hangar unit, Trivandrum.**
- III. Earnest Money Deposit (EMD): **1,00,000 (Rupees one lakh only)**
- IV. Period: 90 days from the date of commencement after awarding of LOI as detailed in the tender document.
- V. Date & time of pre-bid meeting : **14-12-2022 & 1100 Hrs**
- VI. Due date & time for bid submission : **21-12-2022 1630 Hrs**
- VII. Technical bid opening date & time : **22-12-2022 1100 Hrs**
- VIII. Tender fee (bidding document fee) : Not Applicable
- IX. Validity of bids up to **21-04-2023**
- X. Contact Person in case of queries:

Mr. Mari Kumar
EFD Department
AIESL, Chackai
Trivandrum - 695007
Tel:0471-2787111/ 9946049576
Email ID: mari.kumar@aiesl.in

Date and time for PRICE BID opening of technically qualified bidders shall be intimated later. If any of the days specified above happens to be a holiday in AIESL, the next working day shall be implied.

General Information:

AI Engineering Services Limited (AIESL) is floating a Tender to provide Interior and exterior painting of AIESL, MRO, Trivandrum -695007 in respect of following:-

The area where painting required:

Total MRO Office / Conference Room / Work Shop / Stock Rooms at all buildings Hangar Area, POWER PLANT/SUB-STATION, toilets etc.

The Materials & Equipment, required for paintings need to be provided by the service provider at his cost and should be non-toxic and non-pollutant in nature.



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One set of Tender documents containing the following Annexures in respect of the above services is enclosed.

Annexure ref.	Details
Annexure A:	Bid evaluation criteria Technical & Price bid
Annexure B:	Terms & Conditions governing this bid
Annexure C:	Terms and Conditions governing the functional aspect
Annexure D:	Work scope
Annexure E:	Pro-forma for technical bid along with Check List
Annexure F:	Indemnity Bond Format
Annexure G:	Pro-forma for Price Bid
Annexure H:	Declaration

AI Engineering Services Ltd,
MRO-TRV, Chackai
Trivandrum 695007



Annexure A

a. Bid Evaluation Criteria-Technical

To technically qualify in this Tender, it will be necessary, essential, and mandatory on part of the bidder to meet the following criteria, failing which the bidder will stand disqualified.

1. The tenderer must be a firm having a minimum annual turnover relating to the business of 25 lakhs (Rupees Twenty Five lakhs) during the financial year 2019-20, 2020-21 & 2021-22. (A copy of audited balance sheets and P & L A/c, duly signed & stamped/sealed by the Proprietor/ Director / authorized signatory shall be enclosed as proof of above) relating to the business services and the same shall be clearly indicated in the Technical Bid.
2. For The Tenderer must have PAN No., GST registration No., at the time of Tender application.
3. The Tenderer shall be duly registered with the concerned ESI & PF authorities and other applicable statutes at the time of application of tender. The registrations both under ESI and PF must mandatorily be in the name of the Tenderer only.
4. Only the tenderers who qualify successfully in the Technical Bid based on documents submitted and/or inspection of premises (office) carried out by the AIESL committee, as given in Annexure 'E' will be considered for their Price bids, and will be intimated regarding the same.
5. For financial bid evaluation, parties who are qualified in the technical bid will be informed about the date and venue for the financial bid evaluation
6. No intimation shall be sent to the tenderers who do not qualify in the technical bid. No correspondence/communication will be entertained from the tenderer who do not qualify in the technical bid.
7. Other criteria
 - a. The Tenderer **must have similar experience** of having **successfully completed Painting of non-residential buildings** after 01/01/2018 being executed by them. Monthly billing of the contract should be at least Rs 4/- lakhs per month.
 - b. The tenderer should possess an **office in Kerala** to facilitate coordination and monitoring of the contract. If the L1 party does not have an office in **Trivandrum** they have to establish an office in Trivandrum within one month of issuance of LOI. Necessary documentary proofs in respect of the above requirements shall be enclosed along with the technical bid. In respect of the document enumerated at serial no. c above, the same to be submitted.

b. Bid evaluation Criteria of Technically qualified bidders-Price

The overall L1 party shall be **decided on the total out go** to the company.

In the **event of a tie** between bidders, the following procedure shall be adopted for the award of a contract to eliminate other parties in the following precedence order.

1. Weightage will be given towards the **solvency certificate** issued by a nationalized bank for the value mentioned. The higher the value, the higher the weightage.



2.The relevant experience in the field of painting the Non-residential buildings (in terms of monthly billing to the customers). The higher the amount billed, the higher the weightage.

Bids submitted by any party wherein experience indicated as “Zero: i.e., wherein no value has been indicated for the services provided, such bids shall stand rejected out rightly.



Annexure B

TERMS and CONDITIONS governing the BID:

The terms and conditions under which the Bid shall be governed are as follows.

1. 'AIESL' as used in the Tender document means 'AI Engineering Services Limited'.
2. The Service Provider having franchisee/sister concern arrangements can offer only one quote on behalf of all concerns under that arrangement.
3. The "Tenderer", "Bidder", "Service Provider", "Contractor" and/or "Party", as used in the Tender document, shall mean the one who is authorized to sign the Tender Form and submit the quotation in response to this Tender for provision of Painting contract.
4. The Tender shall mean the present Tender issued by AIESL for Tender No. AIESL/TRV-MRO/MMD/04-100 for Painting of AIESL MRO TRV assigned by AIESL
5. It is further clarified that any individual signing the TENDER or other documents in connection with the Tender must certify whether he/she is signing it as:
 - a. A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
 - b. A partner of the firm - if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender shall be signed by all the Partners.
 - c. Constituted attorney of the firm, if it is a Company.
 - d. Authorized signatory of the firm.
 - e. The designated lead party in case of a joint venture, consortium, or association.
6. The near relatives of employees of AIESL are prohibited from participating in this Tender. Near relatives are defined as:
 - a. Members of the Hindu undivided family.
 - b. Their husband or wife
 - c. Relatives in the manner as father, mother, son(s), son's wife, and daughter(s), daughter's husband, brother(s), brother's wife, sister (s), and sister's husband.
7. Any company blacklisted by AIESL/AI or its subsidiaries in the last three years prior to the date of Tender is prohibited from participating in this Tender.
8. The intending Tenderers shall visit the site at their own cost and make themselves thoroughly acquainted with all the information necessary including contingencies, risks, and other information to enable them to prepare a proper offer against this Tender.
9. The bid shall be prepared by the "Sole Bidder" and shall be sent to AIESL directly. AIESL reserves the right to reject offers made by intermediaries/representatives.



10. All bids received against this Tender, from bidders who submit their bid based on the Tender document downloaded from the web site, shall be evaluated as per the Bid Evaluation Criteria -Technical/price provisions of the Tender document.
11. Issue/submission of Tender form does not necessarily mean that the Tenderer is an eligible Party.
12. **ZERO DEVIATION**
- Bidder is advised to quote strictly as per the terms and conditions of the Tender document and not to stipulate any deviation/exceptions/conditions. This is a zerodeviation Tender. If at all any conditions are stipulated the bids will be summarily rejected.**
13. Bidder to note that any deviation to following clauses of Tender documents shall lead to rejection of their bids:
- a. Firm Price for the work.
 - b. EMD
 - c. Scope of Work
 - d. Special Conditions of Contract
 - e. Service Delivery Schedule
 - f. Period of validity of Bid
 - g. Performance Bank Guarantee/ Security Deposit
 - h. Guarantee of work / Services/ equipment
 - i. Service level agreement
 - j. Arbitration / Resolution of Dispute
 - k. Force Majeure
 - l. Statutory Compliance to Applicable Laws
 - m. Registration of PF & ESIC in the name of Firm
 - n. Indemnity Bond on non-judicial stamp paper of Rs.200/-duly notarized as per Annexure F.
 - o. All the pages of the Tender document must be mandatorily signed and stamped by the authorized signatory and along with the supporting documents as asked in the technical bid.
 - p. All documents in support of the Tender must be submitted in accordance with the checklist as per Annexure E.
 - q. Any other condition specifically mentioned in the Tender documents, non-compliance of the clause thereof shall lead to rejection of the bid.
14. **Pre-bid meeting**
- a. The purpose of the pre-bid meeting shall be to clarify issues and to answer questions on any matter related to tender that may be raised at that stage.
 - b. The pre-bid meeting shall be held on 14-12-2022 at 1100 Hrs. Attendance of the party is mandatory.**
 - c. Text of the questions raised and the responses given, together with any responses prepared after the pre-bid meeting, shall be transmitted without delay (without identifying the sources of the question) to all participants to the Pre- Bid meeting. Any modification in the bidding documents listed in Tender that may become necessary as a result of the pre-bid meeting shall be made by the AIESL exclusively



through the issue of an Addendum/ Corrigendum separately and shall be available for download from our website. On-attendance by the proposed Tenderer in the pre-bid meeting shall not be a cause for disqualification of the said proposed Tenderer. Addendum and/or Corrigendum, if any, to the Tender document, shall be hosted on the website after the pre-bid meet which shall be referred and taken into consideration by all the parties irrespective of their presence in the pre-bid meet.

- d. Interested bidders who desire to participate the pre-bid meeting shall intimate within two days in advance of the said meeting**, the name of the representative, his/her designation and contact number so that necessary arrangements can be made. The details shall be forwarded to "MMD" Department mmd.trv@aiesl.in "EFD Department mari.kumar@aiesl.in and cc to "CMM TRV" cmm.trv@aiesl.in with clear mention of the subject as "**Tender for award of Interior and Exterior Painting of AIESL, MRO, Trivandrum Hangar unit**".

15. Earnest Money Deposit (EMD):

1. **Earnest Money Deposit:** The Tenderer shall furnish along with Technical Bid, Earnest Money (refundable) of 100,000/- (Rupees ONE LAKH only) in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled Bank in favor of "Air India Engineering Services Limited" payable at Trivandrum.
 - a) Tenders received with lesser EMD shall be rejected.
 - b) Tenders received without EMD shall be summarily rejected (other than parties meeting the exemption criteria as per clause 16)
 - c) EMD so deposited shall not carry any interest.
 - d) In case, the successful Tenderer refuses to accept the LOI /Work Order/Service Level Agreement or fails to abide by any terms of the Tender / fails to commence the work within the stipulated time, the EMD of such successful bidder shall be forfeited.
 - e) In case of a successful Tenderer, EMD can be adjusted against Security Deposit / Performance Guarantee, and difference, if any, shall be paid to the other by either party.
 - f) In case of technically disqualified Tenderer, EMD shall be refunded without interest, after the opening of the Price bids. In the case of unsuccessful Tenderers who do not qualify in the Price bid, EMD shall be refunded by AIESL without interest, within a reasonable period after finalization of the Tender and acceptance of the LOI by the successful Tenderer.
 - g) EMD shall be forfeited in case the party withdraws its Tender offer at any stage of the Tender process.
 - h) EMD shall continue to be in full force and effect till the time that the security deposit is provided by the successful Tenderers to AIESL.

16. The firms registered with NSIC/ SSI (under its Single Point Registration Scheme)/UdyogAadhar/MSME/Startup shall be exempted from the payment of earnest Money deposit provided they are **registered for the services** that they intend to quote for and provide against the concerned AIESL Tender. Such firms are required to provide an attested copy of the Certificate of Registration with NSIC / SSI/UdyogAadhar/MSME/Startup. Benefits would be given to MSME as per Gol guidelines prevailing on the date of opening the tender. Similarly, Startup will be provided concessions as per prevalent Gol guidelines.



17. Bidder(s) are advised to quote strictly as per the terms and conditions of the Tender documents and not to stipulate any deviations/exceptions/inclusions. Once quoted, the Bidder shall not make any subsequent price change after due date and time of submission of a bid. Price changes through any other mode shall render the offer liable for rejection and if indicated with the word **negotiable** shall also be as well summarily rejected.
18. Mode and method for Submission of Bids:
- The offer shall be submitted in two bid format. a. Technical bid and b. Price bid as **envelope 1**- The **Technical Bid** covering all details as mentioned in the formats with Earnest money deposit for Rs.100000/- (Rupees ONE LAKH only) and all enclosures demanded to accompany the technical bid elsewhere in the tender need to be necessarily submitted in a separate sealed envelope super scribing the enquiry reference No. AIESL/TRV-MRO/MMD/04-100 dated 07- 12- 2022 - **Technical bid** in bold letters with service provider name.
- a. **Envelope 2** – The **Price Bid** needs to be submitted in a separate sealed envelope super scribing the enquiry reference no. AIESL/TRV-MRO/MMD/04-100 dated 07-12-2022 – **Price Bid** in bold letters with service provider name.
- b. Envelope 3 - Both these envelopes need to be put in a sealed master envelope super scribing the enquiry reference no. AIESL/TRV-MRO/MMD/04-100 dated 07-12-2022 in bold letters with the service provider name and addressed to Material Management Department, TRV-MRO, Chackai, Trivandrum 695007.
- c. The bid envelopes shall be submitted at the above address in person or by post/ courier so as to reach up to **21/12/2022, 16.30 Hrs.**
- d. Tender documents sent through Post or **Courier** shall be at the risk of the Tenderer and AIESL, TRV-MRO shall not be responsible for any loss or non-receipt of the Tender documents.
- e. Tenders received after due date/time shall not be entertained/ considered under any circumstances.
- f. The price quoted should be clearly typed /written in figures and words, free from corrections or overwriting. Correction, if any, must be authenticated by the full signature of the person who has signed the quotation.
19. If the Tender Opening/Closing date is declared a Holiday by Trivandrum Office of AIESL due to unforeseen circumstances, the last date of Submission/Opening of the Bids shall automatically stand extended correspondingly same hours of the next working date.
20. All bidders are required to submit the supporting documents along with the Tender copy duly **signed and stamped** by an authorized representative of the Tenderer. In the event of any document not being submitted, please note AIESL shall not seek confirmations/ clarifications/documents or explanations. Any bid that is not in line with conditions/requirements specified in the Tender shall be liable for rejection. Bidders are requested to go through all the clauses of this Tender carefully and then submit the supporting documents strictly as per the checklist enclosed in the Tender document.
21. AIESL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.



22. AIESL reserves the right to allow Purchase preference to SSI/NSIC/UdyogAadhar/MSME/ Startup registered firms or Public Sector Undertakings as admissible under the prevailing policy of Govt. of India.

The following requirements **shall be strictly complied** with by the Tenderer:

- a. The tenderer shall initial all the corrections if any.
- b. The tenderer shall number, sign and stamp all pages of the Tender document and all the enclosures accompanying the Technical Bid/Financial Bid document before submission of the Tender.
- c. The Tender shall be accompanied by a certified true copy of the power of attorney.
- d. The Tender documents together with Annexures/enclosures are to be submitted along with technical bid **excluding Annexure H** (Price Bid).

23. **Rejection of Bids - Technical and Price:**

The response to the Technical Bid and Price Bid shall be rejected forthwith without being evaluated as per the norms of the Tendering process on the following grounds:

- a. If the Bid (Technical and/or Price) has been received **after the due date** and time as mentioned in the Tender.
- b. If **only the Technical Bid** has been received and the Price Bid has not been received, and vice versa.
- c. If the Bid (Technical and/or Price) have been received by **fax or email**.
- d. If the Bid (Technical and/or Price) have been received **unsigned/unstamped** on any of the pages of the Tender document.
- e. If the Bid (Technical and/or Price) has been received in an **open condition**.
- f. If the Technical Bid has been received **without EMD** & or the EMD is lesser than the amount specified or the EMD fee has been submitted in a mode other than as specified at Clause 15 above in this document of the Tender.
- g. If the Technical Bid is received **with any conditions**.
- h. The Price bids submitted by any party wherein the Administrative charges / Service charges are indicated as '**Zero**' i.e. wherein no value has been indicated for the services provided.
- i. Any reasons for rejection of the bid as cited **against any clause** anywhere else in this Tender Document.
- j. If the **Technical Bids contains the price information**, bids will be rejected. Price information to be submitted only with Price Bids.
- k. **Adverse feedback** from current/past contracts of similar nature.

24. **Queries from the Tenderer during bid evaluation**

- a. i) In case, any clarification is required with regards to Tender, the same may be obtained from AI Engineering Services Limited before the Technical bid opening from EFD Department, email address mari.kumar@aiesl.in (contact number 0471 2787111) and cc to cmm.trv@airindia.in with clearly mention of the subject as "**Tender for painting interior and exterior AIESL MRO TRV**".
- b. ii) Please note that queries shall not be entertained by AIESL after pre-bid meeting and technical bid opening.
- b) During the process of the evaluation of bids, no queries shall be entertained from the Tenderer with regard to the status of the evaluation. If required, the Tender



committee members of AIESL shall visit the premises of the Tenderer to verify all the supporting documents provided.

25. Technically Disqualified Bids:

Price bids of the technically disqualified Tenderers would be returned **“as is where is” basis after 10 days of the opening of technical.**

26. Extension of due date:

The Due date/time of submission of Tender and opening of Technical Bids may be extended at any time, at the sole discretion of AIESL, and the details of changes, if any, shall be hosted on our website.

27. Due / Last date for submission of the Tender:

The last/due date for submission of Tender is on 21/12/2022 latest by 16:30 Hrs. Tenders received after due date/time by post/courier/personally shall not be entertained/considered. **Tender drop box shall be kept at Material Management Department (MMD), TRV-MRO, Chackai, Trivandrum 695007**

28. Date of opening of the Tender:

Date of opening of Tender at the above address is on 22/12/2022 at 1100 Hrs interested parties/authorized representative shall participate, carrying due identity proof or letter signed and stamped by the authorized signatory as mentioned in clause 5 above of this Tender Document.

29. The tenderer shall give the official mailing address, email id to which all correspondences shall be sent by AIESL. Also if the address is changed, the same shall be intimated to AIESL immediately.

30. The Tenderer shall submit its Price Bid quote including the rate and amounts in figures as well as in words. The language for filling Tender Document shall be in English only. The amount for each item shall be marked out with the relevant total.

31. When there is a difference between the rates in figures and words, the amount stated in words and the rates which correspond to will be considered.

a. When the amount of any item is not worked out by the Tenderer or it does not correspond to the rate written either in figure or in word, then the rate quoted by the Tenderer in words shall be taken as correct.

b. When the rate quoted by the Tenderer in figures and words tallies but the amount is not worked out correctly, the rate quoted in words by the Tenderer shall be taken as correct and not the amount

All rates shall be quoted on the proper form of the Tender alone. Special care shall be taken to write the rates and amount in figures as well as in words. The total amounts shall be written in figures. In case of figures the words “Rs.” shall be written before the figures of rupees and words “paise” after the decimal figures, e.g. Rs.2.15 paise and in case of words, the word “Rupees” shall precede and the word ‘Paise’ shall be written closely following the amount and it shall not be written in the next line.



32. Any communication by one Party to the other, pursuant to the submissions made in respect of this tender shall be sent in writing to the address specified for that purpose in the Tender document.
33. Price Negotiation: As it is not the general norm for AIESL to carry out price negotiations following the evaluation of the price Bids, the **Tenderer is advised to submit their best quotes** in response to this Tender. AIESL however, reserves the right to carry out negotiations in exceptional cases with the Tenderer who has been evaluated by AIESL as having offered the lowest bid in response to the Tender.
34. **Award of LOI, Acceptance, Commencement, Work Order and Service Level Agreement:** The award of Contract shall be subject to fulfillment of the conditions enumerated in this Tender document:
- The Tenderer has to convey acceptance of LOI (Letter of Intent) within 7 days of receipt of Letter of Intent.
 - The Tenderer has to submit the security deposit /performance guarantee amount within 15 days from the acceptance of LOI. Please refer to details in Annexure C, Clause 2.
 - The Tenderer has to deploy personnel for the job within 30 days after acceptance of LOI.
 - The Work order shall be awarded to the successful party within 45 days from the date of acceptance of LOI.
 - The successful Tenderer has to execute a Service Level Agreement of Terms & Conditions as per Annexure I on a non-judicial stamp paper of Rs.200/- within 45 days of his acceptance of the LOI, which shall be notarized after duly obtaining the signature of the Principle AIESL. The cost of the Stamp Paper and notarization shall be borne by the Successful Tenderer on his own.
 - The contracts may be awarded as per requirement projected in Annexure D.
35. **Forfeiture of EMD**
- EMD forfeiture, if the bidder
- Withdraws their offer at any stage of the Tender process after the due date of technical bid submission and opening.
 - When the successful bidder FAILS to commence the contract within the specified stipulated period after award of the LOI.
36. **Fraudulent practices:**
- AIESL requires that bidders/contractors observe the highest standard of ethics during the bid and execution of contracts. In pursuance of this AIESL defines, for the purposes of this provision, the terms set forth below as follows
- “Corrupt practice”** means 1) offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process or 2) save and except as permitted engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement/Work Order as the case may be any person in respect of any matter relating to the Project or the LOI or the Agreement/Work Order who at any time has been or is a legal, financial or technical advisor of the



Company in relation to any matter concerning the Contract of anything of value to influence the action of a public official in the procurement process or contract execution;

- b. **“Fraudulent practice”** means a misrepresentation/board of directors is the same/omission/suppression/disclosure of incomplete facts in order to influence the tendering process. Forging in order to influence a procurement process or the execution of a contract to the detriment of the AIESL, and includes collusive practice among bidders (before or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the AIESL of the benefits of free, fair and open competition.
- c. **“Coercive Practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the tendering process.
- d. **“Undesirable Practice”** means 1) establishing contact with any person connected with or employed or engaged by the Company with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the tendering process or 2) having a conflict of interest and
- e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among bidders/prospective Service Providers to restrict or manipulate a full and fair competition in the Tendering Process.
- f. AIESL shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- g. AIESL shall declare a firm ineligible and put on holiday, either indefinitely or for a stated period if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.
- h. AIESL shall rescind the contract forthwith, in case of successful bidder adopting fraudulent/forgery/corrupt practices during the currency of the contract.
- i. **EMD or Security deposit as the case be shall be forfeited in addition to putting such firms on holiday as mentioned above in sub-clause c.**

37. **Errant Bidders**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by them in bidding or withdrawal of bid or varying any term in regard thereof leading to re-Tendering, AIESL shall forfeit Earnest Money paid by the bidder and such bidders shall be debarred from participation in re- Tendering of the same job(s) as well as against any Tender inquiry for any service sought by AIESL or its subsidiaries at all locations.

38. **Blacklisting conditions**

The party/ board of director (whose name is common) shall be blacklisted from participating in any Tenders floated by AIESL for the next six years, in case the Tenderer:

- a. Adopts fraudulent practices as cited above in clause 36 and against errant bidders as specified in clause 37.



- b. Withdraws after award of the LOI/Work Order and fails to commence within the specified stipulated period and perform the contractual obligations during the currency of the contract.
- c. Negative feedback from AI and its subsidiaries.

39. Price Bid Validity

The price bid offered by the party shall be valid for 120 days from the date of the technical bid opening. Any bid whose validity is less than 120 days shall be summarily rejected and such Tenderer shall not take further part in the Tender process.

Annexure C

General Conditions of Contract (GCC).

1. Rate and Validity:

i. **Inclusions**

The rates offered/ finalized/ agreed by the Tenderer shall be inclusive of all the costs thereon incurred to deliver the services **as per the work scope** subject to exclusions mentioned below. The amount quoted to be such that the **operation/execution of the contract can be sustained**.

ii. **Exclusions**

a. The GST on applicable rates is **excluded**. This would be reimbursed separately by AIESL on the production of receipt as proof of payment for the previous month's GST amount along with a proof of filing of the GSTR1.

Any other tax as per Government laws including Royalty as and when made effective after the due date of the Tender.

iii. **Validity & Extension:**

Rates finalized and agreed shall remain firm during the full Contract period. No request shall be entertained for an increase in rates during the validity of the Contract and extensions.

2. Security Deposit / Performance Guarantee

i. The successful Tenderer, on the award of LOI/Work Order shall deposit, and continue to maintain for the entire period of the contract plus three months thereafter, a sum equivalent to **5% of the annual value** of Contract as estimated by AIESL, an unconditional and irrevocable Security Deposit/Performance Guarantee in the form of Demand Draft/Pay Order/Bank Guarantee from a Scheduled/Nationalized Bank within 15 days from the date of acceptance of LOI.

ii. The Security Deposit/Performance Guarantee has to be deposited before the time of commencement of the works.

iii. In case, Security Deposit/Performance Guarantee is not deposited in time, the bills shall not be processed for payment till the security deposit is made good.

iv. In case of breach of contract or violation of any terms of the Contract, the Security Deposit/Performance Guarantee shall be forfeited/bank guarantee be invoked.

v. Such Security Deposit/Performance Guarantee shall not bear any interest and shall be refunded without interest only on successful completion of the awarded work and on fulfilling all Contractual obligations after a claim period of 3 months.

vi. In case of a bank guarantee, the validity shall be up to full validity period the contract plus 3 months, the same shall be returned after successful

completion of the contract and on fulfilling all Contractual obligations after the claim period of three months.

- vii. In case the EMD is converted and adjusted towards the security deposit the differential component needs to be paid by the Party before the commencement of the works.
- viii. In case the EMD amount is in excess to the security deposit the differential amount shall be reimbursed by AIESL along with the first bill amount or on submission of bank guarantee as cited above.
- ix. In case of partial or total encashment of Security Deposit by AIESL, the Successful Tenderer shall reinstate the Security Deposit to its original level within 10 days, failing which the contract may be terminated by AI Engineering Services Ltd. in its sole discretion.

3. Execution of Works:

- a. The successful Tenderer has to convey acceptance of LOI in writing within 7 days from the receipt of LOI.
- b. The successful Tenderer shall be required to commence the services within 15 days from the date of acceptance of LOI.
- c. The successful Tenderer has to execute a Service Level Agreement of Terms & Conditions as per Annexure I on a non-judicial Stamp Paper of Rs.200/- within 15 days of his acceptance of the LOI, which shall be notarized after duly obtaining the signature of the Principle AIESL. The cost of the Stamp Paper and notarization shall be borne by the successful Tenderer on his own.
- d. The successful Tenderer before the final commencement of services shall be required to give adequate training to his manpower regarding the services to be carried out without any liability to the AIESL.

5. Compliance of labour law

General Conditions:

- a. The Tenderer shall be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to his employees. The Tenderer shall duly comply with all Central and State Acts, laws, statutory rules, regulations, bye-laws as applicable, or which might apply to the Service Provider/Tenderer from time to time.
- b. The Tenderer shall at all times indemnify and keep indemnified the Company against any/all claims under the employee's Compensation Act; Payment of Wages Act, Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s) or statutory amendments/modifications thereof or otherwise for or in respect of any claim for



damage or compensation payable in consequence of an accident or injury/death sustained by any worker or other personnel of the Tenderer or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made thereunder, by any person whether in the employment of the Tenderer or not, who provided or provides the said Services under this Agreement.

- c. The Tenderer shall indemnify AIESL at all times against any damages so caused to the Company on account of failure on the part of the Tenderer to obtain such licenses and permissions as required. The successful Tenderer shall furnish an Indemnity Bond as per format attached on a separate non-judicial stamp paper of Rs.200/- duly notarized along with the agreement after LOI is issued. Copy of the Indemnity Bond to be furnished is attached as Annexure F.
- d. In case of any financial liability is imposed by AIESL of any nature whatsoever, the service provider shall be liable to make the said liability good forthwith failing which AIESL shall have the right to recover the said amounts by withholding payments/forfeiting deposits/recover from amounts payable to service provider along with any penalty and interest thereof under provisions of the Contract Labour (R & A) Act, 1970:
- e. The Tenderer shall indemnify and compensate the Company, if the Company becomes liable to assume any liability towards the workforce engaged by the Tenderer. In that event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable in to.
- f. In case, while on duty and during the course of engagement in the work premises of the Company under this Agreement, if any of the Tenderer's workforce meet(s) with any injury indisposition due to the accident or other natural calamities, the Tenderer shall ensure that immediate and adequate medical aid viz. First-aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, the Tenderer shall also be liable for meeting with statutory liabilities under the Employee's State Insurance Act, 1948.

6. Personnel related compliance:

- a. The Service Provider shall be the AIESL of his personnel for all purposes and AIESL shall not be held partially or fully responsible for any dispute that may arise between the Service Provider & his Personnel.
- b. It shall be the sole responsibility of the Service Provider to settle disputes if any, arising out of the engagement between the Service Provider and the personnel engaged by him. The Management of AIESL shall not in any way be responsible, in the event, the personnel approach to the competent authority, under any Labour Act or the Court, the entire expenses in this behalf shall be borne by the Service Provider. For failure, the Service

Provider shall alone be responsible for all action initiated by the Enforcing Agencies of the Government & others, including penalties imposed thereon, and AIESL shall have no obligation towards them.

7. **Indemnification**

- a. The successful Tenderer shall indemnify AIESL against third party claims arising out of acts and deeds on the part of Service Provider's personnel deployed for the work. The successful Tenderer shall also indemnify AIESL against any loss or damage by its personnel to AIESL personnel or property including machinery, equipment, or buildings. In case, any such amount is not deposited/paid to AIESL, the same shall be deducted from Security Deposit/Bills/Future payments due to the successful Tenderer.
- b. In case of injury or loss of AIESL staff due to any act or deed of successful Tenderer's employee or due to an accident, the successful Tenderer shall arrange to pay AIESL employee or AIESL employee's legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful Tenderer. The legal costs shall also be borne and paid by the successful Tenderer.
- c. The Tenderer shall indemnify against any clauses elsewhere as referred to in this Tender document which specifies so.
- d. In case of any financial liability imposed by AIESL of any nature whatsoever, the service provider shall be liable to make the said liability good forthwith failing which AIESL shall have the right recover the said amounts by withholding payments/forfeit deposits/ recover from amounts payable to service provider alongwith any penalty and interest thereof.

8. **Claims for Damage / Loss**

AIESL shall promptly notify the Tenderer of any claims/deficiency on the part of the tenderer arising under/out of the Contract.

9. **Compliance of Security regulations**

- a. The successful Tenderer shall ensure compliance and shall be solely responsible to adhere to all the safety and security regulations of AIESL or any other agency associated with Aircraft Hangar for personnel deployed by them.
- b. The successful Tenderer shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies/Legal Authorities from time to time, with regards to the provisions of services. As well all such clearances/licenses shall be current.
- c. The successful Tenderer shall provide to AIESL all personal details (name, father's name, age, permanent address & present address) along with



passport size photograph, of its employees, and proof of age and educational qualifications who shall be working under this contract at AIESL, TRV-MRO located at Trivandrum. AIESL shall arrange to issue a letter of intent [LOI] on the Successful Service Provider before the release of formal Work Order to enable the Service Provider to apply for the Entry Pass in time before the commencement of this contract. Any violation of security regulations and indulging in illegal activities including but not limited to smuggling/theft/act of sabotage/pilferage of property by successful Tenderer's personnel shall be at the cost/risk of successful Tenderer and shall be liable for all the legal consequences thereof.

- d. The successful Tenderer shall ensure a prior verification of character and antecedents of its personnel from local/Trivandrum Police (Police clearance certificate) before deployment, in AIESL as it is a "protected industry" and Airport Hangar as "protected area". Every employee's photograph, copy of Police verification of character and antecedents are to be furnished to AIESL Security along with an undertaking to bear the cost and risk in case of adverse situations arising out of their personnel/and their act.
- e. The personnel so deployed must be in possession of photo identity cards provided by the successful Tenderer under its signatures, company's name, and seal apart from Entry Passes issued by AIESL for entry to be shown if and when demanded by AIESL's officials.
- f. The successful Tenderer shall have a system to issue/retrieve Entry Passes to/from their employees while they report or leave the AIESL/ premises, so as to ensure that their employees are not misusing the Entry Passes.
- g. The successful Tenderer shall have a system to surrender the Expired/Lapsed/Terminated Entry Pass of its employees to the issuing authority.
- h. Any lapse noticed on the part of any employee of successful Tenderer involved in theft/pilferage/malpractices shall be inquired into by AIESL Security/other officials and suitable action including legal proceedings shall be initiated for breach of contractual liability along with penal provisions of various laws.

10. Penalty/Damages:

The successful Tenderer shall be liable to pay to AIESL, genuine pre-estimate of loss as damages in case the successful Tenderer fails to adhere to the Tender work scope and performs its obligations under the Contract with deficiency and/or shortcomings as mentioned below:

- a. **A further cost calculated (assessed by the company) shall be levied in respect of damages caused due to reasons of negligence and carelessness on part of the personnel deployed by the Service Provider.**
- b. **The cost incurred by the company in the event of availing alternative arrangements, in case the service provider is not able to provide the services as specified in this tender document, shall be recovered from the service provider in full.**

- c. If it is observed that the service provider has not complied with the payment of wages, payment of ESI and payment of provident and fund other labour related issues as per statute, and the principle AIESL were made liable a penalty of 50% of the respective progressive bill shall be levied for the first instance and if it is observed the same non-compliance persist / recur AIESL shall terminate the contract and no payments of pending bills shall be done. The company shall also be black listed as per the black listing clause.

11. LIQUIDATED DAMAGES :

Time is the essence of the contract. Hence the Tenderer shall be aware that non-completion of the work will affect the Employer's committed programs and thus the loss by way of delayed services / completion of related works etc, are valuable and cannot be easily quantified. Therefore, it is part of the agreed terms that in the event of any delay in completion of the work, AIESL reserves the right to initiate any suitable action against the Tenderer as it may deem fit, without the necessity of providing for any details of such losses suffered by it. Hence if the work is not completed as per the contract terms or to the satisfaction of the employer within the stipulated period, the Tenderer shall be bound to pay to AIESL a sum of amount calculated **at 1% of the contract sum per week of delay subject to a ceiling of 10% of the contract sum** by way of liquidated damages and not as penalty during which the work remains un-commenced or unfinished after the expiry of the scheduled completion date. For this purpose the term 'Contract sum' shall be value at the tender rates of the work as ordered / accepted. Therefore the Tenderer is required to maintain progress in strict adherence to the Program chart, so as to complete the work within stipulated period.

12. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS:

The Tenderer shall provide, fix up and maintain his establishment in an approved position at site and clear away all debris and waste materials on completion of the works and make good all works disturbed.

The Tenderer shall not fix or place any advertisement of any description or permit the same to be fixed or placed in or upon any hoarding, gantry, building structure other than those approved by the Employer.

Tools: Rollers, brushes, spray-painting equipment and all other tools, equipment, and instruments found necessary on the works shall be provided by the Tenderer for the due performance of the contract as instructed by AIESL.

All suitable scaffolding, ladders and stools that may be required for safe taking of the measurements shall be supplied by the Tenderer.

Storage of materials: It shall be the responsibility of the Tenderer to provide and maintain proper enclosures for the storage and adequate protection of materials and tools at the space allocated for the purpose including their watch & ward arrangements. Any materials taken out of the premises shall get the "gate pass" from AIESL.



Protective Measures: The Tenderer shall make suitable arrangements for watching and protecting the works and materials. The Tenderer shall indemnify AIESL against any possible damage to the building, roads and members of public in course of the execution of the work.

The Tenderer shall make suitable provisions for all the above and reasonable facilities for the use of his scaffolding, tools and plant etc., or their work, while quoting their rates.

13. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND EMPLOYERS:

The Tenderer shall conform to the provisions of any Acts of the Legislature relating to the work, and to the regulations and bye-laws of any authorities, and or other Companies (Indian or International) and / or Statutory Authorities, with whose system and design or technical knowhow are/were proposed to have connection with this work.

So also the Tenderer shall before making any variations from the specifications that may be associated to so conform, give the AIESL written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The AIESL on receipt of such intimation shall give a decision within a reasonable time.

The Tenderer shall arrange to give all notices required for by the said Acts, regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

14. CLEARING SITE AND SETTING OUT WORKS :

The site shall be cleared of all obstructions, waste materials, and rubbish of all kinds. All material damages at the site like on the walls, ceiling or flooring or on any other connected place/ equipment, materials or installations shall be re-done to maintain originality and shall be carried out at Tenderer's own cost.

The Tenderer shall set out the works and shall be responsible for the true and perfect execution of the works and for the correctness and adherence to specifications of the work executed. If at any time, any error shall appear during the progress of any part of the

Work, the Tenderer shall at his own expenses rectify such error, if called upon to the satisfaction of the Employer. No extra expenditure on this account will be entertained.

15. TENDERER IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS:

All waste materials and other matters of any offensive nature shall be taken out once the works are completed. The Tenderer shall keep the site free from dangerous materials like industrial gases, welding machines and any

such devices or material of toxic and poisonous nature & shall not carry within the site or building any materials which are explosive in nature. Any such offensive materials which are essentially required in course of work shall be undertaken with due written permission of the AIESL provided such materials are permissible under Law.

16. ACCESS :

Any authorized representatives of the AIESL shall at all reasonable times have free access to any place where materials are lying, or from where they are being obtained, and the Tenderer shall extend necessary facility to the Employer or their representatives for inspection, examination, and testing of the materials and workmanship.

Except the representatives of the Employer, no person shall be allowed at any time without the written permission of the Employer.

The work shall be offered for inspection at every stage of the work and more specifically before application of primer, first coat of paint, and second coat of paint.

17. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS :

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective brands in accordance with the particulars contained in and implied by the specifications and according to such other additional particulars, and instructions as may from time to time be given by AIESL during the execution of the work, and to their entire satisfaction.

All materials required for the full performance of the work under the contract must be provided through proper channels and must include duties, taxes, octroi, and other charges if any and must be best of their kind available and the Tenderer must be entirely responsible for proper and efficient carrying out of the works. Samples of all the materials proposed to be used must be submitted / displayed to the AIESL when so directed by AIESL. Tenderer shall take all precautions necessary for the protection of work at his own expenses and shall make good any damages arising from any cause.

18. REMOVAL OF IMPROPER WORK :

The AIESL shall during the progress of the work have power to order in writing from time to time the removal, from the work site within such reasonable time as may be specified in the order, of any materials which in the opinion of AIESL are not in accordance with specification or instructions, or the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with specifications or instructions.

In case the Tenderer refuses to comply with the order, AIESL shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by AIESL shall be borne by the Tenderer or may be deducted from any money due to or that may become due to the Tenderer.



No certificate which may be given by the AIESL shall relieve the Tenderer from his liability in respect of unsound work or bad materials.

19. SAFETY PRECAUTIONS:

The Tenderer shall follow all necessary safety precautions with respect to the work. All necessary safety equipment / gadgets shall be used by the workmen. The Tenderer shall comply and ensure the enforcement of rules and regulations relating to the safety precautions. The arrangements be made by the Tenderer shall be open for inspection by any statutory authorities.

20. RECOVERY OF SUM DUE:

- a. As per the contract entered between AIESL and the successful Tenderer, if any sum of money is recoverable from the successful Tenderer, AIESL shall be entitled to recover such sum by appropriating in part or full from the Security Deposit already deposited by the successful Tenderer or from their outstanding bills.
- b. In the event of the Security Deposit being insufficient, the balance or the total amount recoverable, as the case may be, shall be deducted from any sum due to the successful Tenderer, under this, or any other contract between the successful Tenderer and AIESL. Also, shall this amount be insufficient to cover the said full amount recoverable, the successful Tenderer shall pay to AIESL the balance amount, if any, within 30 days of the demand made by AIESL.
- c. If any amount due to the successful Tenderer is so set off against the said Security Deposit, the successful Tenderer shall have to make good the said amount so set off to bring the Security Deposit to the original value immediately, and in any event, no later than 10 days of the depletion of the original value.
- d. AIESL reserves the right to recover from the successful Tenderer's periodical payments, for any loss or damage caused to plant/equipment/machinery/building or any other property of AIESL by negligence or due to any other reason of successful Tenderer's employees, whatsoever.

21. TERMINATION OF AGREEMENT:

- a. AIESL may at any time terminate the Contract with immediate effect by giving written notice to the successful Tenderer, if the successful Tenderer becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to AIESL.
- b. The Contract can be terminated with three months prior notice by both the parties at any time during the term of the Contract without assigning any reasons and liability on either side subject to the continuity of the contract during the notice period without compromising the service to AIESL and payment as due to the Service Provider as governed by the terms and

conditions of the Tender.

- c. In case of failure of the successful Tenderer to carry out the services to the satisfaction/ requirement/ standards of AIESL, AIESL shall be free to get the services by some other Agency/ Party at its sole discretion at the risk and cost of the terminated vendor.
- d. In case the penalty is imposed due to the repetition of unsatisfactory performance/ services for more than 3 times, AIESL reserves the right to terminate the contract by giving a notice period of three months and disallow the service provider to participate in future tenders.
- e. In case of breach of contract by the successful Tenderer, AIESL shall have a right to rescind the contract at any time without assigning any reasons & without any liability to AIESL. AIESL also reserves the right to claim from the successful Tenderer for any loss sustained due to the unsatisfactory performance of the contract.
- f. If the Successful Tenderer adopts any fraudulent practices at any time during the currency of the contract as outlined in clause 36 (b) of Annexure B.

22. INTERPRETATION:

In the event of any difference in the interpretation of any of the clauses of the Service Contract/Agreement and/or the Tender documents, the clarification given by Chief Maintenance Manager, AIESL, TRV-MRO, Trivandrum, shall be final and binding.

23. SUBCONTRACTING:

Subcontracting/Franchising in any form is strictly prohibited. In case, it is found that the Tenderer has resorted to subcontracting/franchising in any form, the AIESL reserves the right to terminate the contract, forfeit the security deposit or invoke bank guarantee & initiate legal action at the cost & risk of the Tenderer. In case of failure to carry out the job to the satisfaction of Chief Maintenance Manager, AIESL, TRV-MRO or his nominee, AIESL will be free to get the job done by others at the cost and risk of the Tenderer.

24. ARBITRATION:

Level 1: Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Service Agreement or validity or the breach thereof, shall be referred to Chief Maintenance Manager, AIESL, TRV-MRO, Trivandrum.

Level 2: Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Service Agreement or validity or the breach thereof, shall be referred to "SCOPE FORUM OF CONCILIATION AND ARBITRATION –GOVT OF INDIA" and the award made in pursuance thereof shall be binding on the parties to the arbitration.

The venue of arbitration shall be at Trivandrum, India and it shall be referred to a bench of three arbitrators. Each of the Party to the Contract shall select one arbitrator each and the Panel of Scope Forum of Conciliation and



Arbitration shall select the third arbitrator who shall act as Chairman / Presiding arbitrator of the Arbitral Tribunal.

The arbitration proceedings shall be carried out in English and the award of the Arbitral Tribunal shall be final & binding on the Parties.

25. JURISDICTION:

The construction, interpretation, validity, and performance of this Contract/Agreement shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between AI Engineering Services Limited and Tenderer whatsoever shall be subject to the exclusive jurisdiction of Trivandrum Courts only.

26. FORCE MAJEURE:

Neither Party shall be liable for delay in performing obligations or for failure to perform obligations if the delay results from any of the following (whether happening in India or elsewhere), Act of God or any Governmental act, fire, Natural Calamities (earthquake, storm, flood etc) explosion, accident, industrial dispute, civil commotion, gales, lightning, power failure or shortage of power, riot, war (declared or undeclared), war like 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, hospitalities, revolution, civil commotion or public disorder or any other cause beyond its control.

The Party shall use all reasonable endeavors to minimize any such delay. Upon cessation of the event giving rise to the delay, the parties shall in so far as may be practicable under the circumstance, complete performance of their respective obligations hereunder.

SPECIAL CONDITIONS OF CONTRACT

1. Scope of Work:

The scope of work for the purpose of this tender constitutes complete interior & exterior painting of the building designated as AIESL MRO Complex, Opposite KSEB, Chackai, Trivandrum. The works should be carried out in accordance with the "Schedule of quantities". The scope of work includes not only painting of the outer walls of the 9-storied building itself, but also carrying out minor civil works with choice of colours and shades as approved by the AIESL.

2. Price Basis:

- a. The unit rates mentioned in schedule of rates shall remain firm and shall not be subjected to any escalation throughout the currency of the contract.
- b. The quoted rates shall be inclusive of supply of all materials required for completing the item works.



- c. Payment shall be made on the actual quantum of work executed, duly certified by AIESL representative.
- d. The rates quoted shall be based on laws, levies, taxes and duties applicable on the date of submission of Tender, and any Statutory Variations thereto and / or new levies due to an act or enactment, after the date, shall be to the AIESL's account against documentary evidence within the contractual completion date. Any such variation/imposition of new taxes and levies beyond the contractual completion date shall be to the Tenderer's account.
- e. **The Tenderer shall clearly indicate every element of taxes, duties, levies and cess considered in the quoted price.**
- f. Tenderer shall satisfy himself on the applicability of various taxes, duties, levies, octroi, including sales tax, Works Contract tax, turnover tax, VAT, etc. as applicable for such work and quoted prices shall be inclusive of all such liabilities. AIESL shall not be liable for any liability of the Tenderer on this account. Tenderer shall periodically produce documentary proof of having fulfilled his obligations in time, including proof of payment, proof of filing of returns, etc., failing which AIESL reserve the right to take appropriate action at the cost and consequence of the Tenderer. Service Tax, Education Cess, as applicable at the prevailing rates, shall be shown separately in Tenderer's Bills. Service Tax would be reimbursable only if the Tenderer is registered with the authorities, and on submission of Service Tax Registration Certificate.
- g. Income Tax, at applicable rates, shall be deducted from the Tenderer's Bills, as per Income Tax Act and TDS Certificate issued thereof.

3. Terms of Payment:

Progressive Payment:

30% of the value of Contract /Interim bill value on receipt of materials at site and against submission of invoice, duly certified by UIIC , subject to deduction of 5% towards retention money,

20% of the contract value upon the completion of application of Primer, and subject to deduction of 5% towards retention money.

25% of the contract value upon the completion of application of First coat of exterior paint, and subject to deduction of 5% towards retention money.

Balance Amount (25%) shall be released on completion of the entire work & submission of invoice duly certified by UIIC subject to deduction of 5% towards retention money.

Out of the total amount of retention money deducted as stated above, 5% of the

Tender Value shall be retained as Security Deposit, and the balance of retention money as well as the EMD of the Tenderer shall be released on completion of the work and against submission of the following document.

- a) Final Invoice duly certified
- b) "NO CLAIM" certificate

AIESL may withhold payment on account of any defect/deficiency in the work already executed and payment released, based on subsequently discovered evidence, failure to make payments to Sub-Tenderers, damage caused by the Tenderer to AIESL's property, properties of other agencies within the premises, unfulfilled statutory obligations, etc.

The "Completion Certificate" shall be issued by AIESL only after total job completion and fulfillment of all contractual obligations by the Tenderer.

4. Effective date, Time schedule and Liquidated damages for delay:

- a) The date of issue of Work Order/letter of intent or the date on which the site is handed over, whichever is later, shall be deemed as the "Effective Date" of contract.
- b) The entire work covered under the contract shall be completed in all respects within 90 days from the Effective Date.
- c) Time is the essence of this project and hence completion schedule of 90 days should be strictly adhered to.

5. Measurement:

The Quantities set out in the schedule of items and rates are estimated quantities of work. The final quantities of work executed by the Tenderer in fulfillment of his obligations under the contract shall be jointly measured by the Tenderer and the AIESL representative. The AIESL will be the final authority for the measurement relating to bills.

The intending tenderers are also required to make their own assessment of adequacy and correctness of the quantities before submitting their tenders.

6. Responsibility:

AIESL reserve the right to inspect the materials brought to the site to verify adherence to technical specifications.

However, such inspection/Release order shall not absolve the Tenderer of his responsibility to supply the materials in the required quantities and carry out the work as per technical specifications.

Unless otherwise specified in the contract / Work order / Purchase Order, the completion of work shall not be deemed to have been achieved until all the works required to be carried out under the contract have been completed to the entire satisfaction of AIESL in all aspects, and Completion Certificate is issued.

It is the responsibility of the Tenderer to obtain all statutory approvals from statutory and local authorities which are related to the scope of work in this tender and handover to the AIESL

7. Progress Report:

The Tenderer shall submit to the AIESL once in two weeks progress report for the previous period showing up-to-date cumulative progress and progress during the preceding period alone on all progress items of each section or portion of the works in the proforma prescribed by the AIESL

8. Tenderer's Supervisor:

The Tenderer shall keep a fully qualified and experienced Supervisor to supervise the work for full time during execution of work for this entire Contract.

9. Equipment:

The Tenderer shall make his own arrangement for the required machinery and equipment for this work. He shall also submit with the tender, the type and number of different machineries with their capacities in good working conditions, which he will use on the site to ensure completion of the work in specified time. All materials and machinery once brought by the Tenderer to the site are not to be removed from there without the written approval from the AIESL.

10. Guarantees / Liabilities:

The finished work shall be guaranteed for a period of **10** years from the date of Completion of the same against defective materials, shortfall in performance and faulty workmanship. The guaranty shall cover everything other than:

- a) Paint failures due to water leakage, seepage and continuous dampness of surface
- b) Inherent construction problems such as efflorescence, cracks, salt petre action and saltbleaching affecting the painted surface.
- c) Natural calamities and fire.
- d) Physical damage of the wall.

The guarantee shall be limited only to the extent of making good the affected areas only. It shall not cover any consequential losses.

The work shall be carried out in a workman like manner.

11. Work Front:

Work front for the Tenderer may / may not be guaranteed throughout the pendency of the contract, especially during monsoon. No compensation will be paid for idle labour hours and other incidental charges. Tenderer may suitably arrange requisite labour / manpower / equipment to meet the requirement of lean period, if any.

The Tenderer may have to execute the work in such place and condition where other agencies may also be engaged for other works, such as mechanical, electrical, instrumentation work, etc. No claim shall be entertained

due to work being executed in the above circumstances. The Tenderer should ensure that there is no interference with the work of other agencies at Site.

12. INCOME TAX CLEARANCE (I.T.C) CERTIFICATE

Attested copy of the latest Income Tax Clearance Certificate in the proforma prescribed by the Government of India should be attached with the bid document. The I.T.C. Certificate should be in the name of the firm/individual who has quoted for the tender. In the absence of the above clearance certificate, Tenderer may not be awarded the work tendered for, in the light of government directives/instructions in this regard.

13. INSURANCE

Tenderer shall obtain and maintain any and all necessary insurance cover for the entire work up to the completion of work, which may be required under any law or regulations applicable, including but not limited to the following:

- All materials and Tenderer's own machinery, equipment, tools & tackles, vehicles, etc.
- Third Party liability.
- Workmen Compensation
- ESIC
- AIESL's Liability

The quoted price shall be inclusive of all costs for such insurance coverage. In all such policies, AIESL shall be made 'Co-insured'. The insurance shall be obtained from a general insurance company.

14. COMPLETION TIME

Tenderer shall complete the entire work within 90 days from the date of issue of Work Order / letter of intent or the date on which the site is handed over, whichever is later.

15. GENERAL

These Special Conditions of Contract (SCC) shall be read in conjunction with the terms and conditions stipulated in the General Conditions of Contract (GCC). However, if there is any contradiction between the terms and conditions mentioned in this SCC and those in the GCC, stipulations of SCC shall prevail to that extent.

SAFETY CODE

Scaffolds

- a. Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
- b. Scaffolding or staging more than 4 m above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- c. Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in above.
- d. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 m. Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- e. Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in length while the width between side rails in rung ladder shall in no case, be less than 260 mm for ladder up to and including 3 m in length. For longer ladders this width shall be increased at least 20 mm for each additional meter of length.
- f. A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

Other Safety Measures

- g. All personnel of the Tenderer working within the plant site shall be provided with safety helmets, belts etc. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.

- h. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

Excavation & Trenching

- i. All trenches, 1.25 m or more in depth shall at all times be supplied with at least one ladder for each 30 m in length or fraction thereof. The ladder shall be extended from bottoms of the trench to at least 1 m above the surface of the ground. Sides of trenches which are 1.5 metres or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- j. The Tenderer shall take all measures on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions, and to pay any such person or persons with the consent of the Tenderer, the amount necessary to compromise any claim by any such person.

Personal Safety Equipments

- k. All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the Tenderer should take adequate steps to ensure proper use of equipment by those concerned.
 - a. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - b. Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
 - c. Those engaged in welding works shall be provided with welder's protective glasses.
 - d. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - e. When workers are employed in sewers and manholes, which are in use, the Tenderer shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accidents to the public.

- f. The Tenderer shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age of 18 are employed on the work of such painting the following precautions should be taken:
- i. No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufactures.
 - ii. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
 - iii. Overalls shall be supplied by the Tenderer to the workmen and adequate facilities shall be provided to enable the working painters to wash after the cessation of work.
- l. When the work is done near any public place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Hoisting Machines

- m. Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions:
- a. These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and the good working order.
Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from latent defects.
 - b. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in-charge of any hoisting machine including any scaffolding winch, or give signals to operator.
 - c. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - d. In case of departmental machines, the safe working load shall be notified by the Engineer. As regards Tenderer's machines, the

Tenderer shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by the Engineer concerned.

- n. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- o. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.
- p. Adequate washing facilities should be provided at or near places of work.
- q. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the Tenderer.
- r. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Tenderer shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.
- s. Notwithstanding the above clause from (i) to (xviii), nothing shall exempt the Tenderer from the purview of any other Act or Rule in force in the Republic of India.



Annexure F

INDEMNITY BOND

THIS INDEMNITY BOND is executed on this _____th Day of _____
_____ 2022,
by _____

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

Whereas _____ (name of the Service Provider) shall enter into an agreement with M/s. AIESL, a Company herein after referred to as "AIESL" incorporated in New Delhi under Companies Act, 2013 having, its Registered Office at Airlines House, 113, Gurudwara Rakabganj Road, New Delhi-110 001 (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successors and assigns)

And whereas the Service Provider by means of an agreement shall provide Interior and exterior paintings to AIESL at TRV-MRO Hangar premises.

1. In terms of Clause 10 in Annexure C of the terms and conditions specified in the Tender Document AIESL/TRV-MMD/04-100 dated 28-11-2022 the Service Provider agrees to undertake to keep AIESL indemnified against any claims/ cost/ damages and penalties in respect of breach of any Labour Laws both Central and State.
2. We hereby undertake to fulfill all the terms and conditions specified herewith with regard to labour compliance under all applicable laws.

a. It is one of the conditions of the tender that the tender rates shall be firm and shall not be subject to variation on account of imposing of any taxes, duties, excise duty, Octroi, service tax etc. by the Government (Central or State) or by any other statutory authority of tenders by AIESL and that the Contractor shall indemnify AIESL from any or all of the claims in future from the Government (Central or State) or any other Statutory Authority in this behalf.

Now, therefore, this indemnity witness that:-

1. In Pursuance of the above we, M/s. do hereby agree to indemnify and keep indemnified AIESL from any loss, damages, costs, charges, fine-Annexure C clause 11 in tender and expenses which may be incurred or sustained by AIESL on account of imposition or increase in rates by the Government, Central or State, of any kind of taxes, duties, cess, Sales tax on works contract, excise duty, Octroi, service taxes etc. on the materials or otherwise during the discharge by us of the said work of "Painting" (Internal and external AIESL MRO TRV).



2. We M/s. Further agree and undertake to bear and pay the said taxes, duties, octroi etc. as and when imposed by the Government, Central or State.

3. Any third party claims, civil or criminal complaints, liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, for our negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,

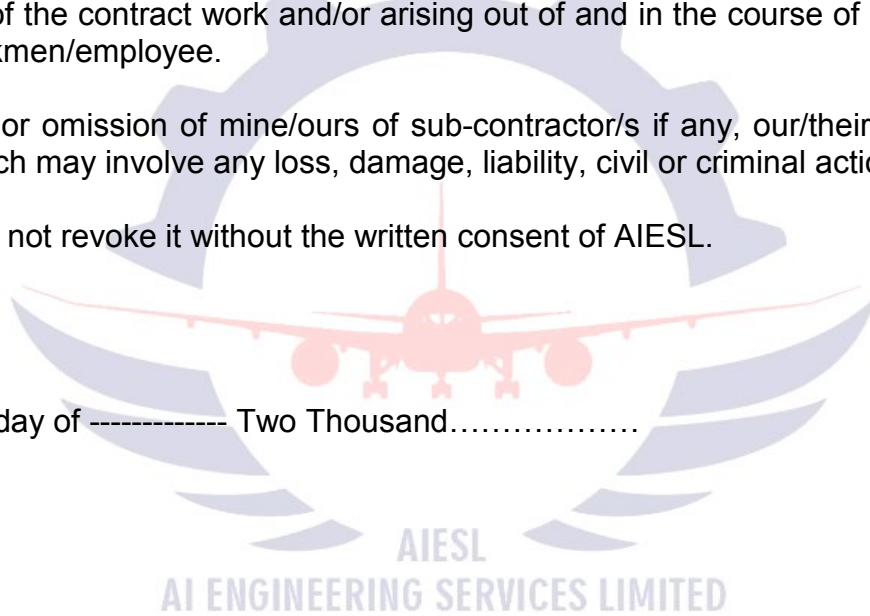
4. Any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any of our sub-contractor/s if any, servants or agents.

5. Any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act, 1923 and Employer's Liability Act, 1938 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.

6. Any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

7. We shall not revoke it without the written consent of AIESL.

Dated this day of ----- Two Thousand.....



Name of Authorized Person.

Signature of the Contractor

Seal

Annexure: G**PRICE BID**

AI ENGINEERING SERVICES LTD, MRO, TRIVANDRUM					
BOQ					
Name of work: Proposal for painting at AIESL MRO -TRV					
S.No	Description	Qty	Rate	Unit	Amount (Rs)
1	<p><u>INTERNAL PAINTING</u></p> <p>Providing, applying two coats of emulsion paint of approved/certified make, colour and shade on the existing wall and ceiling surface, after scrapping, brushing, water washing thoroughly ensuring it free from foreign matter, which includes necessary repair on scratches, preparing the surface by applying crack filling material, putty wherever required to make the surface smooth, free from dirt, dust and other materials etc. The Cost is inclusive of required single scaffolding arrangement, all material, labour, transport etc.to complete the work as per specified.</p>	15482.27		sqm	
2.	<p><u>EXTERNAL PAINTING</u></p> <p>Providing, applying two coats of exterior paint of approved make, colour and shade on the existing wall, after scrapping, brushing, water washing thoroughly ensuring it free from foreign matter, which includes necessary repair on scratches, preparing the surface by applying crack filling material, putty wherever required to make the surface smooth, free from dirt, dust and other materials etc. The Cost is inclusive of required single scaffolding arrangement, all material, labour, transport etc.to complete the work as per specified.</p>	2679.60		sqm	
3	<p><u>COMPOUND WALL</u></p> <p>(a) Providing and applying one coats of cement based paint ' snowcem' or equivalent approved make & quality exterior surfaces after scrapping, brushing and water washing thoroughly the existing wall surface to make it free from foreign matter including preparing the surface by applying crack filling material, putty wherever required to</p>	3270.27		sqm	

	make the surface smooth and even etc including preparation of surfaces, scaffolding curing etc				
4	Providing and applying one coat of synthetic enamel paint of approved make and shade, removal of corrosion, anti-corrosive coat wherever required, to make the surface smooth and even look etc. Surfaces cleaning of all dirt, dust and other foreign materials etc on complete MS angles, flats fixed over the existing compound wall.	88.0		sqm	
5	Replacement of the old damaged coil/missed coil with wires clips etc except MS angles fixed over the existing compound wall with necessary scaffolding etc as directed by the engineering in charge	50.0		rmt	
TOTAL(Rs)					

(Rupees -----
only)

The rates quoted shall include the following:

- a. Removal and carting away all the debris from Employer's premises after cleaning the floors etc. with water and removing all paint spots and stains by using any approved paint remover if required to the satisfaction of Employer.
- b. Scaffolding /double scaffolding (wherever applicable) unless specifically mentioned.
- c. All articles or furniture, equipment etc. shall be protected by covering with polythene sheet or tarpaulin etc. and the furniture rearranged and floors cleaned and mopped after the day's work.
- d. The work shall be carried out both during/after working hours and even on holidays if situation so warrants.
- e. Painting of hardware fittings wherever directed in case of painting of doors and windows, if applicable, shall be included in the quoted rates.
- f. Painting all picture hooks, fan hooks, coat hangers, battens, hooks etc, if applicable, shall be included in the quoted rates.

g. Curing the items of work involving the use of cement and waterproof paints, if applicable, shall be included in the quoted rates.

h. Removal of stains on floor, wall, ceilings, glasses etc, if applicable, shall be included in the quoted rates.

Please note that all the items are to be executed. Repair and painting work has also to be done in the staircase area and at any other area as directed by the Bank. Time is the essence of the contract and delayed work will not be accepted.

1. It is mandatory to quote for all the items of the price bid and L-1 will be decided on the basis of total quoted amount. If no item has been quoted it will be deemed to have been included in the quoted rates.

2. Scaffolding if required in any item of the work has to be included in the quoted rates. No additional charge shall be given for this.

3. Rate of GST/CGST/SGST will be as per rate fixed by Govt. The rates quoted will be deemed to be inclusive of all the prevailing taxes including GST/Excise/Octroi etc. No extra payment shall be made by the Bank on any account whatsoever.

4. The contractors are advised to visit at site before quoting the rates and for the assessment of the work.

5. The Bank will also get the repair/painting works done in areas other than those mentioned in the tender such as staircases etc. as per its discretion.

6. The items indicated in the BOQ are for that of complete/finished work. Anything not explicitly written/indicated in the item but required to complete /finish the item is deemed to be included in the item and no extra payment shall be made for any such items. If the contractor fails to execute, then the same shall be got done by the Bank and the cost shall be recovered from the contractor from his payments

Place:

Signature of Contractor (with Name and Seal)

Date:

Address

Annexure H

DECLARATION BY THE CONTRACTOR

We/I have read and understood all the instructions/conditions stated above and We/I accept all the above terms and conditions without any reservation. We/ I have taken in to account the above terms and conditions while quoting the rates.

Place:

Signature of Contractor (with Name and Seal)

Date:

Address:

