

Date : 09 June 2023

AI ENGINEERING SERVICES LIMITED (AIESL)

Registered Office at – AI Engineering Services Ltd., 2nd Floor, CRA Building, Safdarjung Airport Complex, New Delhi-110003, India.

TENDER NO: EFD/Nag MRO/2023-24/002 DTD. 09 June 2023

TENDER DOCUMENT

Tender for Operation and Maintenance of Engineering Facilities in AIESL MRO facility at MIHAN SEZ, KHAPRI (RIy), NAGPUR 441108, MAHARASHTRA

NAME:....

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ADDRESS.....

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Date : 09 June 2023

Section No.	Content
	a. Summary Of Bidding Information
Section I	b. Disclaimer
	c. Definitions
Section-II	Invitation To Tender
	a. Covering Letter For Submission Of Bid
	b. Technical Response
	c. Check Sheet of documents
Section-III	d. Undertaking
	e. Indemnity Bond
	f. Format for Bid Security Deposit
	g. Deviation sheet
Section-IV	Specifications Of Work
Section-V	Terms And Conditions Of Contract
Annexure-I	Bill of Quantities
Annexure-II	Draft for BG for Security Deposit



SECTION-I

A. SUMMARY OF BIDDING INFORMATION

Sr. No.	PARTICULARS	DETAILS
1.	Name of the Work	Operation and Maintenance of Engg Facilities provided in AIESL MRO Facility at MIHAN SEZ, Nagpur.
2	Last Date of receipt of Pre- qualification application	On or Before 1530 hrs of 10 July 2023 through GeM (Government E-Marketplace) portal only.
3	Availability of bidding documents	Can be downloaded from <u>www.aiesl.in</u> . Available only for Pre- qualified bidders
4.	Tender document Fee	Rs.1,000/- (Rupees one thousand only), to be submitted with Bids
5.	Time, date and venue of PRE- BID Meeting	To be held at AIESL MRO, MIHAN SEZ, Khapri (Rly), Nagpur 441108, Maharashtra. Qualified bidders shall be invited to attend.
6.	Last date, Time and place for receipt of bids	Qualified bidders shall be intimated about last date and time. Tenders are to be submitted in the office of General Manager – AIESL MRO, Plot No. 01, Sector 9, MIHAN, SEZ (Developed by MADC), Near Khapri Rly Stn, Nagpur -441108
7.	Time, date and place of Opening of technical bids	Qualified bidders shall be intimated about opening date and time at office of General Manager – AIESL MRO, Plot No. 01, Sector 9, MIHAN, SEZ (Developed by MADC), Near Khapri Rly Stn, Nagpur -441108
8.	Date, time and place of opening financial bid	Shall be decided by AIESL and communicated to the technically qualified bidders at a later stage after scrutiny of technical bid.
9.	Validity of the Offer	Ninety (90) days from the date of submission of Financial Bid.



Date : 09 June 2023

B. DISCLAIMER

The information contained in this tender document (hereinafter referred to as "**Tender**") or and any information pertaining to the aforesaid subject matter subsequently provided subsequently to the applicants/bidders in any form by AI Engineering Services Ltd. (AIESL) shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AIESL.

The purpose of this tender document is to provide all bidders with the information that may be useful to them in the formulation of their proposals/ bids in response to this Tender. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AIESL do not purport to contain all/exhaustive information on the aforesaid subject matter that each applicant may require for the purposes of submitting their bids.

Each bidder should, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this Tender and shall obtain independent advice from appropriate sources.

The information provided in this Tender to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AIESL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

AIESL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant/bidder upon the statements contained in this Tender.

AIESL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender, from time to time till the opening of the bids (technical and commercial).

The Tender does not imply that AIESL is bound to select a bidder or to appoint the selected bidder, as the case may be, and AIESL reserves the right to reject all or any of the proposals without assigning any reason at any time.

The bidder shall bear any and all its costs associated with or relating to the preparation & submission of its proposal/ bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIESL or any other costs incurred in connection with or relating to its proposals. All such costs and expenses shall remain with the bidder and AIESL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation or submission of the proposal, regardless of the conduct or outcome of the bid selection process as contained herein.



Date : 09 June 2023

C. DEFINITIONS

1.The term "AIESL" shall mean 'AI Engineering Services Limited'.

2.The term "**Bidder**" shall mean the one who has signed the Tender Form and submitted the quotation in response to this Tender.

3. The term "**Contract**" shall mean the agreement entered into AIESL and the Successful Bidder, confirming its acceptance of the terms and conditions of the Tender as mentioned therein.

4. The term "Days" used herein shall mean the working days of AIESL.

5. The term "**Operation and Maintenance**" shall mean the services referred to in section-IV of this Tender.

6. The term "**Government**"/"Authority" shall mean, the Government of India and competent authorities in India.

- 7. The term **"Tender**" shall mean this Tender, Tender Ref. No. TENDER NO: EFD/Nag MRO/2023-24/002 Dtd. 09 June 2023
- 8. The term "**Site**" shall mean the AIESL MRO, MIHAN SEZ, Khapri (Rly) Nagpur 441108, Maharashtra.
- 9. The term **"Successful Bidder**"/ "**Contractor**" shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.



Date : 09 June 2023

SECTION - II

INVITATION TO TENDER

SUB - Operation and Maintenance of Engineering Facilities in AIESL MRO facility at MIHAN SEZ, KHAPRI (RIy), NAGPUR 441108, MAHARASHTRA.

I. Al Engineering Services Ltd. (hereinafter referred to as "AIESL") invites sealed bids from eligible Bidders for providing facility management services more particularly described under Section-IV.

1.1 TENDER SCHEDULE

- (i) Tendering process shall be done in three stages.
 - Receipt of prequalification application ("PQ application") with necessary documents required for prequalification (refer clause 1.10) on or before 1530 hrs of 10 Jul 2023 through through GeM (Government E-Marketplace) portal only.
 - Pre bid meeting Only prequalified parties shall be invited for pre-bid meeting to be held at site i.e. MRO, MIHAN SEZ, Nagpur. Date and Time shall be intimated to qualified bidders who meet all prequalification criteria as per tender.
 - Date of receipt of Technical and Price bid Date and time shall be intimated to qualified bidders who meet all prequalification criteria as per tender.

(ii) Receipt of prequalification application –

 Bidders meeting all pre-qualification criteria (refer clause 1.10) should submit PQ application along with Technical response Form and Check sheet of documents (Section III, C) along with all documents, to the office of General Manager – AIESL MRO, Plot No. 01, Sector 9, MIHAN, SEZ (Developed by MADC), Near Khapri Rly Stn, Nagpur -441108 on or before 1530 hrs of 10 Jul 2023

(iii) Invitation for taking part in Tender process –

Bidders meeting all prequalification criteria shall be pre-qualified and shall be sent Notice Inviting Tender (NIT).

(iv) Availability of Bidding document-

Pre-qualified bidders can download the tender document from AIESL web site, <u>www.aiesl.in</u>. Pre-qualified bidders, only, shall be allowed to take part in tender process.



Date : 09 June 2023

- (v) Tender document fee- Rs. 1,000/- (Rupees one thousand only) to be paid through Demand draft / Pay order in favor of 'AI Engineering Services Limited' payable at Nagpur. The tender fee shall be submitted along with technical bid in the form of Demand Draft or Pay Order. The tender document fee is NON-REFUNDABLE. Any bid submitted without the requisite fee will be rejected.
- (vi) Date of Pre-Bid meeting All selected bidders are to attend Pre-bid meeting to be held in MRO Conference room at MIHAN SEZ, KHAPRI (Rly), NAGPUR 441108. All qualified bidders who meet all prequalification criteria as per tender shall be invited to attend the pre-bid meeting.
- (vii) Last date, time and place for receipt of bids- Shall be intimated to all prequalified bidders. Tenders are to be received in the Office of General Manager – AIESL MRO, Plot No. 01, Sector 9, MIHAN, SEZ (Developed by MADC), Near Khapri Rly Stn, Nagpur – 441108.
- (viii) Time, date and place of opening of technical bids- Shall be intimated to all prequalified bidders.
- (ix) Date, time and place of opening financial bid shall be decided by AIESL and communicated to the technically qualified bidders at a later stage after scrutiny of technical bids.

1.2 Estimated cost of the Contract: Rs. 4,03,47,791 /- for 2 years

- 1.3 **Validity of Tender** Tenders shall be valid for a period of 90 (ninety) days from the date of opening of the financial bid.
- 1.4 **Contract Period** Two years, extendable upto two more years on the same terms and conditions if the services of the Successful Bidder are found satisfactory, at the discretion of AIESL.

1.5. Pre Bid meeting at MRO Site:

- i. A pre Bid meeting will be held at the Site of work. i.e. AIESL MRO in MIHAN SEZ at Nagpur. All pre-qualified Bidders who have been invited for bidding shall attend the pre bid meeting to be held at the Site office in Nagpur. This is to ensure that the Bidders understand the Facilities in MRO which are covered in the scope of work, AIESL's requirements, applicable laws and also the local site conditions such as distance from city, mode of transport & availability of other facilities required to be understood for formulation and submission of the bid.
- ii. The said Bidders must confirm to AIESL, 2 (two) days in advance to attend the scheduled pre bid meeting date to make necessary arrangements for entry passes. Only two representatives for each Bidder shall be allowed to attend the pre-bid meeting. The Bidder's representative shall carry a letter of authorization to that effect.



Date : 09 June 2023

- iii. Clarifications if any sought by the said Bidders shall be sent (in the form of a brief summary) through e-mails to:
 - 1. Mr. Sanjay Dwivedi, DGM-Engg, on sanjay.dwivedi@aiesl.in
 - 2. Mr. P K Kusum, Sr.AGM-Engg, on pk.kusum@aiesl.in
 - 3. Mr. Amit Parate, Executive(II)-EFD, on amit.parate@aiesl.in

or in writing in a sealed envelope addressed to The General Manager – AIESL MRO, Plot No. 01, Sector 9, MIHAN, SEZ (Developed by MADC), Near Khapri Rly Stn, Nagpur - 441108, and the same will be replied to in the pre-bid meeting. Minutes of Pre-bid meeting with all clarifications / confirmations shall also form part of the Tender, unless otherwise specified.

iv. In the event the said Bidder does not attend the pre-bid meeting, the Bidder would be deemed to have visited and thoroughly studied the site carefully, examined and understood the same, including site conditions, all applicable laws, and all other facts and facilities necessary or relevant for the formulation of the bid. Any claim by the Bidder at a later date based on either incorrectness or inadequacy of the information/data made available by AIESL shall not be entertained. AIESL shall be fully absolved of any and all liabilities in this regard.

1.6 EARNEST MONEY DEPOSIT (EMD):

- (i) The tenders shall be accompanied by a Demand Draft favoring 'AI Engineering Services Limited' payable at Nagpur, of Rs. 2,00,000/- (Rupees Two Lakhs only) towards interest free Earnest Money Deposit – Refundable.
- (ii) Tenders not accompanied by EMD will not be considered for opening. Parties registered with National / State Small Industries Corporation Ltd. are exempted from payment of EMD. Parties interested in obtaining such exemption shall enclose the latest valid (not earlier than 3 years from date of issue of tender documents) certificate issued by the relevant small industries corporation for the relevant field, along with the technical bid.
- (iii) EMD of successful bidder will be adjusted in Security Deposit. EMD of unsuccessful bidder will be refunded within one month from the date of expiry of the validity of bids. EMD will not bear any interest.
- 1.7 AIESL reserves the right to accept the tender in full or part or reject any or all Bids without assigning any reason, whatsoever and to annul the bidding process, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for AIESL's action.
- 1.8 If a pre qualified bidder is not able to submit bids for some reason, he must submit the Regret Letter in a sealed envelope before the due date for submission of bids.

1.9 **PERFORMANCE SECURITY DEPOSIT / BANK GURANTEE:**

i. The Successful Bidder will have to deposit with AIESL a performance security deposit of 5% (5 percentage) of total bid amount quoted (annual value), and



Date : 09 June 2023

maintain the same throughout the contract period, in the form of Bank Guarantee from a Nationalized/ Scheduled Bank, as per our standard format attached as Annexure – IV.

- ii. The Successful Bidder, on receipt of the Letter of Intent (LOI) shall deposit, the said performance security deposit within 15 (Fifteen) days from receipt of LOI.
- iii. The bank guarantee shall be returned after successful completion of the Contract and on fulfilling of all contractual obligations.
- iv. In case, the said performance security deposit is not deposited within the stipulated time, or it is not maintained on the said level throughout the contract period, the security Deposit shall be recovered from contractor's first bill / subsequent bills.
- v. In case of breach of Contract or violation of any terms of the Contract the bank guarantee shall be invoked by AIESL.
- vi. The cost of execution of Bank Guarantee would be borne by the Successful Bidder.

1.10 : ELIGIBILITY CRITERIA / PRE-REQUISITE FOR APPLICATION / TECHNICAL BID EVALUATION CRITERIA

For Bidders to be selected, it is essential to meet the following criteria. Bidders meeting all the criteria only shall be qualified for taking part in further tender process.

The applicant has to confirm the following :

 The Bidder shall be a public or private limited Company registered under Indian Companies Act, 1956, or a partnership firm or a sole proprietorship firm duly registered under the concerned acts applicable for conducting business in India.

The Bidder shall have on its payroll capable and experienced staff in the quantity and having the qualifications as, mentioned in section-III and immediately available to be deployed to render the Services mentioned in section-III. If the Bidder does not have enough personnel on his payroll, he has to confirm to recruit the required staff as per qualifications / experience mentioned here in before start of work at site.

- ii) The Bidder shall be obligated to promptly obtain the Labour License issued by the Labor Commissioner, Nagpur, within 45 days from the issuance of the Letter of Intent (LOI) by AIESL. This license shall be required for the purpose of employing contract workers as specified in the Tender. The Bidder shall also ensure compliance with all necessary formalities and acts, including but not limited to the Contract Labour (Regulations and Abolition) Act, 1970.
- iii) The Bidder undertakes to comply with various labour laws, both Central and State including , but not limited to Employees State Insurance Act,



Date : 09 June 2023

1948 and Workmen's Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act, 1938, Contract Labour (Regulations and Abolition) Act, 1970, Employers' Liability Act, 1938, Maternity Benefit Act, 1961 and acts as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and/or noncompliance of any other provisions of Labour Laws and shall indemnify AIESL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of laws in force.

- iv) The Bidder should be duly registered with the appropriate ESI (Employee's State Insurance) and PF (Provident Fund) authorities at the time of submission of the bid. Further, the Bidder should have valid provident fund code under Employees Provident Fund and Miscellaneous Provision Act, 1952 and ESI code under Employees State Insurance Act, 1948. In case the Bidder does not have the said provident fund code and ESI code, the Bidder shall procure the same for the staff to render the Services under this Tender, with appropriate Authorities within 30 (thirty) days of issue of LOI. Attach copies as available
- v) The Bidder should have a Permanent Income Tax account number (PAN), and GST registration Number, at the time of submission of the bid. Please attach copies of these in application.
- vi). The Bidder should have an experience in Operation and Maintenance of Large Industrial establishments with similar Electrical and Mechanical Facilities and Equipments (HT Substation and distribution, HVAC, Compressors, Fire Protection Systems etc.), similar to the kind contemplated herein, in the last 7 (seven) years in Government Departments / Public Sector undertakings / reputed corporate of the costs as detailed below.
 - a. Three similar completed works costing not less than 40% of estimated cost i.e. 161 Lacs
 OR
 - Two similar completed works costing not less than 50% of estimated cost i.e. 201 lacs OR
 - c. One similar completed work costing not less than 80% of estimated cost

i.e. 322 lacs.

Completed works with effect from Apr 2016 only shall be considered as proof of work. Interested bidders shall attach relevant testimonials (work order copy and completion certificate with completed value of work / completion date) as proof of successfully carrying out such works.

vii) The Bidder should furnish a recent solvency certificate from Nationalized / Scheduled bank of value at least Rs. 1.0 Crore (Rupees One Crore) duly certified by a Chartered Account (Enrolled with ICAI).



Date : 09 June 2023

viii) The Bidder should have a minimum average annual financial turnover of at least Rs 1.21 crore (30% of Estimated Cost) for the last THREE financial years immediately preceding the date of this Tender, i.e. 2019-2020, 2020-2021, & 2121-2022. A copy of audited balance sheets, duly certified by a Chartered Accountant (Enrolled with ICAI), have to be submitted to that effect.

ix) In GeM (Government E-Marketplace) the experience for bidders shows as 3 years which is system constraint. The bidders shall follow pre-qualification criteria as per Section 1.10 mentioned in the Tender Enquiry.

1.11 **Prospective Bidders** are advised to go through the Tender carefully including the scope of services and conditions and facilities on the Site, before submission of the bid.

An undertaking in this respect shall be attached with prequalification application. The format of the undertaking has been mentioned in the tender (Ref Section III, D).

Bidders selected for the work shall be issued the Notice Inviting Tender for taking part in tender process / attending pre bid meeting. The decision regarding selection of bidders will be final and at the discretion of AIESL and no queries in this regard shall be entertained.

1.12 Disqualification:-

(i) Even though the Bidders meet the above criteria, they are subject to be disqualified if the Bidder has:

a) Made misleading or false representation in the forms, statements, and attachments submitted; or

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

c) The Bidder has been blacklisted by AIESL or by any governmental, organization including a local authority.

ii) Each Bidder shall submit only one Bid for the work. A Bidder who submits more than one Bid will cause such bids to be disqualified. A Bidder having franchisee / sister concern arrangement can offer only one quote on behalf of all concerns under that arrangement.



Date : 09 June 2023

iii) Bidder shall warrant and represent that they do not have any conflicts of interest concerning the submission of their bids and the performance of the Services as described herein. Should any conflicts of interest be discovered at any point in time, the Bidder shall be subject to disqualification without any liability on the part of the procuring entity.

iv) AIESL reserves the right to disqualify bids submitted by intermediaries /middlemen.

vi) If any bidder / bidders adopts any fraudulent practices or is found to indulge in cartelization, such bidder / bidders shall NOT BE allowed to participate in any AIESL tenders for next 6 (six) years.

1.13. INSTRUCTIONS FOR SUBMISSION OF BID:

All the bids shall be prepared and submitted in accordance with the instructions as mentioned herein below. Any proposal which is not submitted in accordance with these instructions will be rejected without any further communication in this regard.

- i) The bid shall be submitted in **TWO** separate sealed envelopes.
- a. **Envelope 1** The first envelope shall contain the following documents specified in Section III, duly filled and signed
 - 1) Covering Letter for bid submission (Section III, A)
 - 2) Power of Attorney duly notarized authorizing the individual signing the bid on behalf of the Bidder
 - 3) Tender document duly signed, stamped and completed in all aspects
 - 4) Undertaking by the Bidder (Section III, D)
 - 5) Indemnity Bond (Section III, E)
 - 6) Demand Draft of Rs. 2,00,000/- in favor of "AI Engineering Services Ltd", payable at Nagpur, towards EMD.
 - 7) Tender document fee (Demand Draft of Rs. 1000/- in favor of "Al Engineering Services Ltd", payable at Nagpur, in a separate envelope)
 - 8) Deviation sheet (Section III, F)

The first envelope shall be super scribed in bold mentioning the term "Technical Bid" and Tender Ref. No. EFD/Nag MRO/2023-24/002 dated 09 June 2023 in bold letters with Bidder's name & address.

b. Envelope 2 - The second envelope shall contain Annexure I (Financial Bid), duly completed and signed on each page with seal by the authorized representative of the Bidder. The second envelope shall be super scribed in bold mentioning the term "Financial Bid", Tender Ref. No. EFD/Nag MRO/2023-24/002 dated 09 June 2023 in bold letters with Bidder's name & address.



Date : 09 June 2023

c. Envelope 3 - Both these envelopes should be enclosed in the bigger (Master) envelope, which shall be super scribed in bold letters "Bid for Operation and Maintenance of Engineering Facilities in AIESL MRO facility at MIHAN SEZ, KHAPRI (RIy), NAGPUR 441108, Tender Ref. No. EFD/Nag MRO/2023-24/002 dated 09 June 2023 with the Bidder's name, address and contact number. The same should reach the following address on or before the expiry of the prescribed date and time:

GENERAL MANAGER-AIESL MRO, PLOT NO. 01, SECTOR 9, MIHAN, SEZ (DEVELOPED BY MADC), NEAR KHAPRI RLY STN, NAGPUR -441108

Phone: 0712-2800000 Extn. 228

- ii) Bids received after due date / time shall not be entertained / considered.
- iii) If the envelope 3, is not sealed and marked as above, AIESL will assume no responsibility for the misplacement or premature opening of the 'Technical Bid' and 'Financial Bid'.
- iv) Any individual signing the Bid and other documents in connection must certify the capacity in which they sign the bid. Further, the Bidder shall give a Power of Attorney, duly notarized; favoring the individual signing the bid, showing the authority delegated to the representative to submit and sign the bid or participate in the bidding process.
- v) Bids shall be filled in English. All correspondence and documentation related to the bid exchanged between the Bidder and AIESL shall be in the English language.
- vi) The bidders should ensure that each page of the bid is electronically numbered, stamped and signed by the person authorized to sign the bid by a power of attorney, and should affix the seal of the Bidder on each page.
- vii) The Bidder shall number, sign and stamp all the enclosures accompanying the bid.
- viii) Each of Technical and Financial Bid must be submitted in a hard bound form (hard bound implies binding between two covers through stitching or otherwise, whereby it may not be possible to replace any paper without disturbing the documents).
- ix) Bidders to note that spiral bound form, loose form, open/unsealed envelopes, quotations through fax or electronic mail etc. shall not be accepted and the bid shall be rejected without any further evaluation. Further, all figures quoted in financial bid should be covered with a transparent adhesive tape.
- x) All entries in the tender forms should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Minor corrections, if any, made in the form will be allowed



Date : 09 June 2023

only if the same is endorsed by the Bidder with its signature. However, no such corrections including overwriting or striking out will be permitted in the Financial Bid. In such cases, the bid shall be rejected.

- xi) The Bids shall be opened on the scheduled date and time in the Office of GM-ENGG, MRO, MIHAN, SEZ, Nagpur -441108, in the presence of the representatives of the bidders, if any, who are present on the spot at that time.
- xii) A bid submitted without the tender fees and EMD and/or incomplete and/or conditional bids shall not be considered and the same will be rejected.
- xiii) Bids will not be accepted after the prescribed time and date as set out in the Tender Notice or subsequent extensions, if any, notified by AIESL.
- xiv)AIESL takes no responsibility for delay, loss or non-receipt of the bid sent by post/courier. Bid sent through Fax or Email shall not be accepted.
- xv) Prospective Bidders are advised to visit the site and inspect the facilities and services to understand the scope work and area thoroughly before submitting their bid.
- xvi) The inspection of the Site can be made between 11.00 A.M. and 3.00 P.M. on (Tuesday, Wednesday & Thursday) from the date of issue of notification till the date of closure of tender, with prior notice by the Bidder, for making arrangements for visit.
- xvii) All incidental cost for the work viz. transportation, accommodation of staff, canteen facilities, medical reimbursement, paid leave etc. shall be covered in the amount quoted. Annual increment / Bonus for contract workers who are not covered under Minimum wage act also shall be included in quoted amount. AIESL does not take any responsibilities of such expenditure and no amount other than quoted amount based on actual work carried shall be paid to the contractor. All the aforesaid are the responsibility of the Successful Bidder and AIESL shall in no case be responsible for the same.

1.14 Modification/Withdrawal of Bids:

- i. The Bidder may modify or withdraw their bid after the bid submission but prior to the due date (last date) for submission of bid, provided that written notice of the modification or withdrawal is received by AIESL prior to the deadline prescribed for submission of bids. The last bid received by AIESL shall be considered to be final.
- ii. In case of a modification, the Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid sealed, properly identified, and linked to its original bid marked and marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION", as appropriate.
- iii. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.



Date : 09 June 2023

- iv. Bids may be withdrawn in accordance prior to the due date (last date) for submission of bid shall be returned unopened to the Bidders. A Bidder that withdraws its bid may not be permitted to submit another bid, directly or indirectly, for the same contract.
- v. No bid shall be allowed to be modified / withdrawn subsequent to the deadline for submission of bids.
- vi. No bid may be withdrawn in the interval between the deadlines for submission of bids and the expiration of the period of bid validity specified by the bidder in bid form. Withdrawal of a bid during this interval may result in forfeiture of the Bidder's EMD.
- vii. Deviation, if any, in tender terms and conditions shall be clearly specified in the deviation sheet (Section-III, g). Deviation specified elsewhere in the tender shall NOT be considered.

1.15 Rejection of Bids:

Bids shall be rejected forthwith without evaluation of the Tender process on the following grounds:

- i) If the bid has been received after due date and time of the Tender.
- ii) If the bid has been received by fax or email.
- iii) If the bid has been received unsigned.
- iv) If the bid has been received in an open condition other than that mentioned herein.
- v) If the Bid has been received without Tender fee and EMD
- vi) Any reason for rejection of bid as cited against any clause anywhere else in this Tender.



Date : 09 June 2023

SECTION - III

A. COVERING LETTER FOR SUBMISSION OF BID (ON BIDDERS LETTER HEAD)

To, Executive Director- Engg AIESL, Old Airport, Santacruz (E) MUMBAI 400 029

Sir,

With reference to your tender no: EFD/Nag MRO/2023-24/002 Dated 09 June 2023 for Operation and Maintenance of Engineering Facilities in AIESL MRO facility at MIHAN SEZ, KHAPRI (RIy), NAGPUR 441108, we hereby submit our Bid (Technical and Financial).

The same has been submitted after having carefully studied and understood the entire Tender specifications provided by AI Engineering Services Limited, including all Annexures.

We also enclose Rs 1,000/- in the form of Demand Draft ("DD") / Pay order, towards cost of tender and EMD of Rs. 2,00,000/- in the form of Demand Draft /Pay Order.

Should our bid be accepted in whole or in part, we hereby agree to abide by all terms and conditions accepted.

Our bid shall be valid for acceptance for a period of **90 (Ninety)** days from date of **tender opening**.

Enclosure details:

a. Tender Fee Details: DD. No.	drawn on	Bank, dated
favouring AI ENGIN	EERING SERVICES LIMITE	D, payable at Nagpur.
b. EMD Details: DD. No. favouring AI ENGINEERING SERVIC		Bank, dated ppur.
Signed		

For	 	 	

Date.....



Date : 09 June 2023

B. TECHNICAL RESPONSE FORM

TENDER NO: EFD/Nag MRO/2023-24/002 dated 09 June 2023 Tender for Operation and Maintenance of Engineering Facilities in AIESL MRO facility at MIHAN SEZ, KHAPRI (RIy), NAGPUR 441108

TECHNICAL BID RESPONSE (ON BIDDERS LETTER HEAD)

We hereby provide our response for the subject Tender. All the related supporting documents in support of our response have also been attached along-with our response.

Instructions:

(a) All columns are to be filled in. If not applicable, the words "Not Applicable/ N.A" are to be used.

(b) Strike out whichever is not applicable.

(c) Any alternations in this form should bear the signature of the Bidder.

(d) Where necessary, information may be furnished on separate sheets, which should be signed; and

(e) All necessary supporting documents required for proving the eligibility, registration and legality of the Bidder should be submitted.

1.	Name of Contract	Operation and Maintenance of Engineering Facilities in AIESL MRO facility at MIHAN SEZ, KHAPRI (RIy), NAGPUR 441108
2.	Name of the Company/Firm (Partnership/Sole proprietorship)	
3.	Full Address of Registered Office/ principle place of business	
4.	Name of the Contact Person	
5.	Telephone No.	
6.	Mobile No.	
7.	Email Address	
8.	Nature of company/Proprietorship Firm / Partnership Firm	
9.	Have any partners, officers/directors having authorization to act and sign on behalf of your organization, been involved in bankruptcy proceedings? If yes are they now legally and fully discharged of their obligations by the court involved?	
10.	Particulars of Registration - Issued in Yes/	If Yes, give details



Date : 09 June 2023

	the name of the bidder	No	Number	Date of Issue	Valid upto
A	Company Incorporation Certificate or Partnership Firm Registration Certificate. (Not applicable in case of Sole Proprietary concern)				
В	Existing Valid License (Under Contract Labour (Regulation & Abolition) Act 1970 showing up-to- date renewal.				
С	PF Registration certificate				
D	ESI Registration certificate with the seventeen digit code allotment letter				
Е	PAN No.				
F	GST Registration No				
G	Copies of Contracts in support of clause 1.10 (i) 7), certified as true copies (Work order & completion certificate with completed value)				

11. Total Number of personnel:

12. Latest GST returns: Yes/No

13. Latest ESI Returns: Yes/No

14. Annual returns for Provident Fund for the year ending March 2023: Yes/No

15 . IT Returns for the assessment Year 2019-20, 2020-21 and 2021-22 -: Yes/No

16. Tender document signed, stamped and duly completed in all aspects: Yes/No

17 (a). Annual Turnover for Financial Year (221-2022): Rs_____ (in Lacs)

17 (b) Annual Turnover for Financial Year (2020-2021): Rs_____ (in Lacs)

17 (c) .Annual Turnover for Financial Year (2019-2020): Rs_____ (in Lacs)

17 (d) Copy of Balance Sheet for the Financial Years

(2019-2020, 2020-2021 and 2021-2022) duly signed by Proprietor/Director enclosed : Yes / No

18. Has any of the Bidder's Director/Partner/Proprietor been convicted any time by court of law? Yes/No (If yes, give details)

19. Has the Bidder Company been Blacklisted? Yes/No (if Yes, give details)

20. The Bidder has furnished a solvency certificate from Nationalised / Scheduled bank of value at least Rs 1.0 Crore duly certified by CA, with the specific period of validity mentioned- Yes/No



Date : 09 June 2023

21. Any other information which the Bidder may like to furnish, separate sheet may be enclosed. In support of above information self-attested copies of all documents, wherever required to be enclosed.

C CHECK SHEET OF DOCUMENTS:

I. Following Documents must be attached with the PQ Application:

			Yes	No
1	Self-Attested copies of:-			
	A)	Certificate of Incorporation or Partnership Firm Registration Certificate. (Not applicable in case of Sole Proprietary concern)		
	B)	Existing Valid Contract Labour license		
	C)	PF Registration Certificate in the Bidder's name		
	D)	ESI Registration Certificate in the Bidder's name along with seventeen digit allotment letter		
	E)	PAN Card:		
	F)	GST Registration Certificate:		
	J)	PF Returns for the year ending March 2023.		
	K)	Latest ESI Returns		
		IT Returns for the assessment Year 2019-2020, 2020-21 and 2021-22		
	M)	Latest GST returns		
2		by of audited Balance Sheet for Financial Years 2019-2020, 20-2021/ 2021-2022 duly signed by Proprietor/Director/Partner		
3	Copies of Contracts (in support of clause 1.10), certified as true copies((Work order & completion certificate with completed value & completion dates)			
4	Company Profile			
5	Solvency certificate from Nationalized / Scheduled bank of value at least Rs. 1.0 Crore duly certified by CA, with the specific period of validity mentioned in it.			



Date : 09 June 2023

II. Following Documents must be attached with the Technical Bid

1	Rs 1,000/- DD towards Cost of tender.
2	DD of Rs. 2,00,000/- towards EMD
3	Undertaking on stamp paper of Rs. 100/- duly notarized.
4	Submission of Indemnity Bond on non-judicial Stamp paper of Rs. 200/- duly notarized.
	Power of Attorney duly notarized authorizing the individual signing the bid on behalf of the Bidder.
6	Tender document duly signed, stamped and completed in all aspects
7	Deviation sheet



D. UNDERTAKING (ON STAMP PAPER OF RS.100) AND DULY NOTARISED

We, ______, having our registered office/principal place of business at ______, with regard to the tender ref no. EFD/Nag MRO/2023-24/002 DTD. 09 June 2023, hereby undertake to comply with various labour laws, both Central and State including, but not limited to Employees State Insurance Act, 1948 and Workmen's Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act, 1938, Contract Labour (Regulations and Abolition) Act, 1970, Employers' Liability Act, 1938, Maternity Benefit Act, 1961 as applicable from time to time, in the event the contract to provide the operation and maintenance services as mentioned in the said tender is awarded to us..

We shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any other provisions of Labour Laws and shall indemnify AIESL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of laws in force.

It is confirmed that the registrations and licenses under all the applicable local, state and central laws including but not limited to, Provident Fund, Employees State Insurance, Income Tax, GST, minimum wages etc. shall be produced for verification/checking of AIESL or to third party authorized by AIESL/ Govt. of India/local authority etc.

It is agreed that the requisite work as per enclosed work scope would be completed to the satisfaction of AIESL.

It is agreed that the spot surprise checks could be conducted by AIESL/third party authorized by AIESL, anytime.

We, have carefully gone through and have understood and hereby agree to abide by all the terms and conditions mentioned the Tender.

We, 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. All the pages of the bid are signed and any overwriting are signed

Date:	
Signature	
Place:	

Name & Designation: -	
-----------------------	--

Company/Partnership Firm/Proprietary Firm Seal



_____ having, its

E. Indemnity Bond (ON STAMP PAPER OF RS. 200) AND DULY NOTARISED

This INDEMNITY BOND is executed on this _____the Day of ______2023, by______

Registered Office/principle place of business at______ hereinafter referred to as Contractor (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include their successor and assigns).

Whereas ______ (name of the Contractor) shall enter/has entered into an agreement with AI Engineering Service Limited dated_____, a Company hereinafter referred to as "AIESL" incorporated in New Delhi under Companies Act, 1956 having, its Headquarters at 2nd Floor, CRA Building, Safdarjung Airport Complex, New Delhi-110003 (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 Contractor by means of an agreement shall provide facility management services, at AIESL MRO facility at MIHAN SEZ, Nagpur.

- The Contractor agrees to undertake to keep AIESL indemnified against any claims / cost / damages and penalties in respect of breach of any Labour Laws both Central and State.
- 2. The Contractor agrees to be responsible for ensuring the compliance of Labour Laws both Central and State especially, but not limited to Employees State Insurance Act, 1948, and Workmen's Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act, 1938, Contract Labour (Regulations and Abolition) Act, 1970, Employers' Liability Act, 1938, Maternity Benefit Act, 1961, and, as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and / or non-compliance of any other provisions of labour laws and shall indemnify AIESL against any claim / cost / remedies and penalties in respect of breach of any of the provisions of Laws in force.
- 3. It is further agreed that the Contractor shall, within _____ days from the receipt of LOI (letter of intent), arrange license under Contract Labour (Regulation & Abolition) Act, 1970 issued by the Labour Commissioner of Nagpur and deposit a copy with AIESL before commencement of the Services mentioned in the Tender. In the event of the Service Provider not being covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, the Service Provider shall obtain a letter from the concerned labour authorities confirming the same.



Date : 09 June 2023

- 4. It is further agreed that Contractor shall indemnify AIESL against any claim/s with regard to Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Contract Labour (Regulations & Abolition) Act, Workmen Compensation Act, labor Welfare Fund Act, any Acts / Laws prevailing during the validity of the Contract applicable to the Contractor and other emoluments / allowances payable to the workmen deployed by the Service Provider during the validity of the Contract. The Contractor confirms that all records of payments including Wage Registers / Muster Roll / Bank Clearance Statements / Overtime incurred penalties and advances if any in respect of the workmen engaged by the Contractor (including contract labourers) shall be maintained and produced as and when required by AIESL and / or any other third party including Government Agencies / Authorities.
- 5. The Contractor shall also indemnify AIESL, for any liability arising out of any accident/incident involving its personnel and/or contract labourers.
- 6. The Contractor shall also indemnify AIESL for making good any claim/penalty/loss or damages, including costs (including counsel fees and legal cost) thereof, in respect of any breach or violation of any provisions of any law, including labour laws governing the employees of the Contractor. In case of any failure to make good the above/any losses/expenses to AIESL, the same shall be deducted from the amounts to be paid to Contractor, as per the bills raised, or may be deducted from the security deposit or from any payments to be made to the Contractor under this Agreement.
- 7. For the avoidance of any doubt it is hereby clarified that the Contractor shall be solely liable for accidents, injuries, death and/or damages caused to any individual/s and/or property of any third party, due to negligence of its personnel, during performance of their duties under the Contract and shall indemnify the AIESL and/or its employees, from costs or liabilities, arising therefrom (including counsel fees and legal cost).
- 8. The Contractor further confirms that necessary ESI / PF payments in respect of the workmen engaged by the Contractor shall be made during the tenure of the contract within the time schedule as specified under the applicable Acts and further indemnifies AIESL against any claim/s and liabilities arising out of the contract during the validity of the contract.
- 9. The Contractor also undertakes to produce the relevant documents in respect of the various returns and the payments made during the tenure of the contract in respect of the workmen engaged by the Service Provider before any third party, Government Agency / Authority. The Contractor also confirms that the Contractor shall maintain all records relevant to the record of ESI / PF deductions / deposits made and shall produce the same before the AIESL as and when required and / or required by any third party, Government Agency / Authority.



Date : 09 June 2023

- 10. The Contractor hereby indemnifies and agrees to keep the AIESL indemnified, during the period of the contract and even thereafter, to make good any losses, payments, penalties incurred by AIESL on account of non-compliance of whatsoever nature on the part of the Contractor in the matter of all applicable legislations with regard to their employees deployed on contract awarded to them by AIESL.
- 11. The Contractor indemnifies AIESL against any claim from ESI Authorities / PF Authorities and / or any other statutory bodies under various labour laws relating to claim with regard to the workmen deployed by us. We further indemnify AIESL and its subsidiaries against any losses that may accrue / occur on account of any claims filed by ESI Authorities / PF Authorities and / or any other statutory bodies under various labour laws.
- 12. The Contractor hereby indemnifies and agrees to keep the AIESL indemnified, against any clause elsewhere as referred to in this tender ref. no: _______dated

Signed, Sealed & Delivered
Within the named_____

Through their Director / Proprietor / Partner.

Witness: 1._____

2._____



Date : 09 June 2023

F. DEVIATION SHEET

DEVIATIONS FROM THE TECHNICAL SPECIFICATION, IF ANY, ARE LISTED UNDER.

IN CASE OF NOT DEVIATION, THIS PAGE SHALL BE CROSSED.

SI No.	Description of Deviation

Name, Signature & Seal of Bidder