



To,  
Office Address:  
Dy. General Manager,  
Production Planning & Control,  
Jet Engine Overhaul Complex,  
AI Engineering Services Limited,  
IGIA Terminal-2, New Delhi 110037. India.  
Tele: +91-11-25653019 (Direct)  
+91-11-25652433  
GST # 07AAFCA9618L2Z9  
PAN # AAFCA9618L

**TENDER NO. Ref No: AIESL/DEL/JEOC/23-24/02**

**Date: - 19 Jan 2023**

**TENDER INVITING QUOTATIONS :**

Operation & Monitoring of Central Air-conditioning Plant (HVAC system) and the related condenser and chiller pumps. Operation of the water softening plant including regeneration & Routine Maintenance of the plant, Overhead AHUs, Cooling Towers, and Make up water pumps.

**Last Date of Bid Submission: 08 Feb 2023, 1400 Hrs**

**Pre-Bid Meeting: 30 Jan 2023 from 1100 Hrs to 1230 Hrs.**

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

**1. Opening Date: 08 Feb 2023**

**2. Opening Time: 1430 Hrs**

**3. Tender box Location: O/o DGM (PPC), JEOC.**

The tender documents can be downloaded from the "AIESL" website: [www.aiesl.in](http://www.aiesl.in)

From: -

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

M/s.....

.....

.....

Phone : .....

Email : .....

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

Mr. Rajiv Nigam, (Commercial)

Dy. GM (PPC)

011-25653019/25652433

Email ID: [rajiv.nigam@aiesl.in](mailto:rajiv.nigam@aiesl.in), [prateek.gautam@aiesl.in](mailto:prateek.gautam@aiesl.in)

Mrs. Ajita Sharma (Technical)

Sr.AGM (EF&PM)

011- 25652445

Email ID: [ajita.sharma@aiesl.in](mailto:ajita.sharma@aiesl.in)

For AI Engineering Services Ltd  
S/d

For ED, AIESL



## DISCLAIMER

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, or no responsibility or liability will be accepted by AI Engineering Services Ltd. (AIESL) or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by AI Engineering Services Ltd., but an invitation. No contractual obligation on behalf of AI Engineering Services Ltd., whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of AI Engineering Services Ltd. and the Bidder.

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

This Tender is not an agreement and is neither an offer nor invitation by AI Engineering Services Ltd. to the prospective bidder(s) or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and commercial offers pursuant to this Tender.

AI Engineering Services Ltd. to make no representation or warranty and shall have no liability to any person or bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in the tender process.

AI Engineering Services Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any or bidder upon the statements contained in this Tender.

Any information/documents including information/documents pertaining to this Tender or subsequently provided to bidder(s) and/or successful bidder and information/ documents relating to the bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation is not subject to disclosure as public information/ documents.

**No contractual obligation on behalf of AI Engineering Services Ltd., whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of AI Engineering Services Ltd. and the Bidder.**



## **INTRODUCTION**

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

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

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

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

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

The first envelope should be super-scribed with the tender reference number and be marked as "**Technical Bid** – Tender Enquiry Ref. No. AIESL/DEL/JEOC/23-24/02 for "Operation & Monitoring of Central Air-conditioning Plant (HVAC system) and the related condenser and chiller pumps. Operation of the water softening plant including regeneration & Routine Maintenance of the plant, Overhead AHUs, Cooling Towers, and Make up water pumps" and should contain only the technical details.

The second envelope should be super-scribed with the tender reference number and be marked as "**Price Bid** - Tender Enquiry Ref. No. AIESL/DEL/JEOC/23-24/02 dated 19.01.2023 for "Operation & Monitoring of Central Air-conditioning Plant (HVAC system) and the related condenser and chiller pumps. Operation of the water softening plant including regeneration & Routine Maintenance of the plant, Overhead AHUs, Cooling Towers, and Make up water pumps" to AIESL, and should contain only the Price offer.

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

## **OBJECTIVE**

The purpose of this Tender document is to present the requirements of AIESL and to invite Technical and Price proposals under the two-bid tender process, from experienced, capable & reputed Vendors registered in India for "Operation & Monitoring of Central Air-conditioning Plant (HVAC system) and the related condenser and chiller pumps. Operation of the water softening plant including regeneration & Routine Maintenance of the plant, Overhead AHUs, Cooling Towers, and Make up water pumps."



### SUMMARY OF BIDDING INFORMATION

Sl.No	Particulars	Details
1.	Name of Work	<b>Annual Maintenance Contract (AMC) for</b> “Operation & Monitoring of Central Air-conditioning Plant (HVAC system) and the related condenser and chiller pumps. Operation of the water softening plant including regeneration & Routine Maintenance of the plant, Overhead AHUs, Cooling Towers, and Make up water pumps.”
2.	Tender Document Fee	<b>Rs. 500/ INR</b>
3.	Availability of Bidding Document	<b>From 19.01.2023 on AIESL website : <a href="http://www.aiesl.in">www.aiesl.in</a></b>
4.	Date & Time of pre-bid conference	<b>30 Jan 2023 From 1100 hrs. To 1230 hrs.</b>
5.	Last date and time for bid submission	<b>08 Feb 2023, 1400 Hrs</b>
6.	Place of submission of bid	O/o Dy. General Manager – (PPC) AI Engineering Services Limited Jet Engine Overhaul Complex, IGI Airport New Delhi 110037 Contact No : +91 11-25653019/25652433
7.	Date and Time of Technical Bid Opening	<b>08 Feb 2023, 1430 Hrs</b>
8.	Validity of Bid	120 days from the closing date of submission of the Bid.
9.	Earnest Money Deposit	Rs 50,160 through bankers cheque/Draft in favour of AIEngineering Services Ltd. New Delhi
10.	Address of Communication	O/o Dy. General Manager – (PPC) AI Engineering Services Limited Jet Engine Overhaul Complex, IGI AirportNew Delhi 110037 Contact No : +91 11-25653019/25652433

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

Bids will be opened in presence of the bidder / bidder's representative who chooses to attend. **For further details regarding tender documents visit our website: [www.aiesl.in](http://www.aiesl.in)**

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



## **GENERAL TERMS & CONDITIONS**

AI Engineering Services Ltd. Limited reserves the right to accept or reject any/or all bids, annul the tender process and reject all bids at any time prior to the award of Contract without incurring any liability to the Bidder(s) or without any obligation to inform the Bidder (s) of the grounds for its action. AI Engineering Services Ltd. also reserves the right to extend the validity period of the Tender due date and has right to re-issue the Tender without Bidders having right to object to such reissue.

### **1. Abbreviations, Definitions and instructions to Bidders:**

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



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

- 2.1** Tender documents giving the Eligibility Criteria, detailed Specifications of the item required & other terms and conditions are available for down-loading on free of cost basis from AI Engineering Services Ltd. Limited website [www.aiesl.in](http://www.aiesl.in).
- 2.2** Bidder are requested to carefully examine the Tender Documents, Terms & Conditions of Assignment, Specifications and if there should be or appear to be any ambiguity therein, they should immediately liaise with AI Engineering Services Ltd. Limited for necessary clarification.
- 2.3** The Bids should be neatly presented, sign all pages of the tender document and all the enclosures accompanying the tender document before submission of the Bid.
- 2.4** The tender document must be serially numbered with page numbers marked on each page and signed by the bidder. The Bidder shall also sign with date, the last page of the Tender Document and stamped with company seal.
- 2.5** The Tender shall contain the name of the authorized signatory with designation, postal address, email address, Telephone No. and Fax No. for the Bid in connection with the Tender.
- 2.6** The Tender document shall include the documentary proofs for qualifying requirements.
- 2.7** The Bidders, or their authorized representatives (only one person), would be permitted to attend the opening of the tenders. The representative must carry a letter of authority from the authorized signatory, authorizing them to attend the tender opening, failing which they will not be permitted to participate in the tender opening process. The name(s) of the representative(s) must be directly sent to AIESL at least 3 (three) days before the date of opening of the tenders by e-mail or fax, as under e-mail to Mr. Rajiv Nigam, Dy. GM. (PPC) on [rajiv.nigam@aiesl.in](mailto:rajiv.nigam@aiesl.in), & [prateek.gautam@aiesl.in](mailto:prateek.gautam@aiesl.in) .
- 2.8** AIESL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process. However, AIESL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing contained herein shall be taken or read as compelling or requiring the AIESL to respond to any question or to provide any clarification.
- 2.9** The complete bidding document shall be published on [www.aiesl.in](http://www.aiesl.in) on 19 Jan 2023 for the purpose of downloading.
- 2.10** A successful bidder will be selected on the criteria described in this Tender.
- 2.11** Bidders are advised to study this Tender document carefully, before submitting their proposals, in response to the Tender Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this Tender document with full understanding of its terms, conditions and implications.



**3. Tender Fee**

The tender document may be downloaded from our website "[www.aiesl.in](http://www.aiesl.in)" free of cost. While Rs. 500/- through **banker's cheque/Draft** in favour of AI Engineering Services Ltd. Ltd has to be submitted as tender fee with technical bids.

**4. Submission of Bids:**

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

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

❖ **Envelope- 1 (Technical Bid):**

The Envelope 1 containing the Technical Bid, must be submitted separately in a Sealed/closed envelope super scribing "**Technical Bid for Tender No: AIESL/DEL/JEOC/23-24/002 Dated 19.01.2023 for Appointment of a Supplier for AMC of "operation & monitoring of central air-conditioning plant (HVAC system) and the related condenser and chiller pumps. Operation of the water softening plant including regeneration & routine maintenance of the plant, overhead AHUs, cooling towers, and make up water pumps"**" along with the requisite proof of submission EMD / Bid Security Declaration Form (duly filled and signed) in place of EMD as the case may be. The Bidders must furnish the Technical Bid along with all attachments/documents/information and details sought / required through documentary evidence, duly signed by the authorized signatory of the Bidder(s) with company seal on all the pages of such documentary evidence and annexure submitted along with Technical Bid, as per the terms of the Tender. The Bidder's name, email ID / contact numbers (telephone and fax) of the Bidder's contact person, and the item(s) for which the Bid has been submitted should also be mentioned on the Envelope-1.

❖ **Envelope- 2 (Price Bid):**

The duly filled and signed Price Bid, as per **annexure -7**, should be submitted separately in another Sealed/closed envelope super scribing **Price Bid "Tender No: AIESL/DEL/JEOC/23-24/02, dated 19.01.2023 for Appointment of a Supplier for AMC of "operation & monitoring of central air-conditioning plant (HVAC system) and the related condenser and chiller pumps. Operation of the water softening plant including regeneration & routine maintenance of the plant, overhead AHUs, cooling towers, and make up water pumps"**". The words "**Price Bid not to be opened with Technical Bid**" should also be super-scribed on the envelope. The Price Bid must be signed by the authorized signatory of the Bidder and company seal shall be duly affixed on each page. The name of the Bidder, mailing address, contact no., fax, e-mail-id, and the item(s) for which the Bid has been submitted should also be mentioned on Envelope-2.

❖ **Envelope 3 (Master Envelope):**

Both the above envelopes i.e. the **Technical Bid and Price Bid**, must further be enclosed in a **master envelope** which must also be in a Sealed/closed condition super scribing "**Tender No: AIESL/DEL/JEOC/23-24/02, dated 19.01.2023 for Appointment of a Supplier for AMC of "operation & monitoring of central air-conditioning plant (HVAC system) and the related condenser and chiller pumps. Operation of the water softening plant including regeneration & routine maintenance of the plant, overhead AHUs, cooling towers, and make up water pumps"**". The name, contact no., fax, e-mail-id and complete address of the Bidder must be mentioned on the Master Envelope and the same shall be addressed to





the O/o Dy. General Manager –(PPC), AI Engineering Services Limited, Jet Engine Overhaul Complex, IGI Airport, New Delhi 110037, Contact No: +91 11 25653019/25652433. The Sealed bid master envelope shall be submitted at the above address in person or by post / courier to reach on or before the Due Date/Time.

- 4.1** Prospective Bidders must submit both their technical bid and Price bid responses, in sealed condition by the due date and time. Please note the copy of the technical bid should be in the sealed “Technical bid” envelope and the copy of price bid should be in the sealed “Price Bid” envelope. No deviation of the above will be accepted.
- 4.2** Bidders must submit the Pre-bid Qualification format and technical bid in hard copy as well as in soft copy– DVD / Pen drive in PDF format. If there is any discrepancy between the hard copy and the soft copy, the hard copy shall prevail. The price bid is to be submitted in hard copy only.
- 4.3** The Bidders should sign on all pages of the Technical Bid and the Price Bid. Further, all pages of the bid document shall be electronically numbered serially and stamped by the authorized signatory along with supporting documents as asked in the Technical Bid, as an index of submissions. The individual signing the Tender or other documents in connection with the Tender must certify the capacity in and/or authority in which they are signing the bid.
- 4.4** Bidders should submit a copy of their price bid response WITHOUT MENTION OF ANY PRICE WHETHER IN FIGURES OR WORDS (with price blanked) along with the Technical Bid.
- 4.5** The price bid should remain valid for acceptance for a minimum period of 120 (one hundred and twenty) days from the date of opening of the Technical Bids. However, the validity of the bid must be extended as required, upon request from AIESL to enable completion of the evaluation of the bids and finalization of the Successful Bidder.
- 4.6** AIESL reserves the right to accept/reject any/all bids. Further, incomplete bids are also liable to be rejected.

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

Dy. General Manager – (PPC),  
AI Engineering Services Ltd,  
Jet Engine Overhaul Complex  
I.G.I. Airport,  
New Delhi-110037, INDIA Tel: + 91 11 25653019/25652433  
E-mail: [rajiv.nigam@aiesl.in](mailto:rajiv.nigam@aiesl.in), [prateek.gautam@aiesl.in](mailto:prateek.gautam@aiesl.in)

- 4.7** Bidder’s queries, if any, may be addressed to the officials of AIESL by e-mail ID given at 4.7 above:
- 4.8** AIESL reserves the right to award the contract(s) to one or more Bidders.
- 4.9** All bids must be delivered by the person / courier / post to the office of Dy. GM (PPC), AI Engineering Services Ltd, Jet Engine Overhaul Complex, IGI Airport, Terminal -2,





Delhi-110037, on or before **1400 hrs. of 08.02.2023**. The Technical Bids will be opened in the presence of the bidders at **1430 hrs. of 08.02.2023**.

- 4.10** AIESL has the right to amend and/or re-issue the Tender document without the applicant(s)/bidder(s) having any right to object to such reissue.

**5 Pre-bid Meeting and Site Visit**

Pre-Bid meeting is scheduled on 30-01-2023. **The interested bidders must visit the site on or before 30-01-2023 for assessment of work along with representatives of EF&PM and PPC.**

Contact No: +91 11-25653019/25652433

**6. Tender Opening:**

- 6.1** On the date of opening of the technical bid only the technical bids would be opened, and the price bids would be kept in the custody of AIESL, duly countersigned by AIESL tender opening committee members.
- 6.2** Bidders, or their authorized representatives (only one person), would be permitted to attend the opening of the tenders. The representative must carry a letter of authority from the authorized signatory, authorizing them to attend the tender opening, failing which they will not be permitted to participate in the tender opening process. (Annexure-8)
- 6.3** The Price Bids of only those Bidders, who qualify in the Technical Bid evaluation, would be opened at a later date, which would be notified in advance to the successful Bidder.
- 6.4** The bids should be neatly presented. No overwriting or cutting/usage of white correction ink would be accepted in the Tender Document.
- 6.5** AIESL reserves the right to award the contract(s) to Successful Bidder as it may deem fit as per its operational requirements.

**7. Grounds for Rejection of Bids**

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

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

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



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

## **8. Eligibility Criteria:**

The tenderer must have an experience of at least 2 years (during the last 5 years period) in the field of

- A. Operation & Monitoring of Central Air-conditioning Plant, related condenser and chiller pumps. Operation of the water softening plant including regeneration.
- B. Routine Maintenance of the Central Air-conditioning plant, Overhead AHUs, Cooling Towers, Make up water pumps etc.

- 8.1** Self-attested Copies of work/Purchase Order along with completion certificate must be enclosed (MANDATORY).
- 8.2** The tenderer must have working office in Municipal limits of DELHI/NCR in his name as on date of the submission of the tender. Self-attested copy of Lease Agreement/Electricity Bill/Telephone Bill bearing company's address must be enclosed (MANDATORY).
- 8.3** Possession of PAN, ESI, PF is must at the time of application of tender. Self-attested document confirming your registration for ESI, PF & GST must be enclosed (MANDATORY).
- 8.4** The tenderer must have a minimum average turnover of Rs. 7.5 lacs (Rupees Seven Lacs Fifty thousand only) in the last three financial years 2019-20, 2020-21 and 2021-22. CA certified copy of Balance Sheet and P&L A/C for the three financial year 2019-20, 2020-21 and 2021-22 (audited in case turnover is more than Rs.40 Lacs) duly signed by the proprietor/ Director should be enclosed as a proof of above (MANDATORY).
- 8.5** The tenderer must be an income tax payee. Self-attested copy (s) of Income Tax Return/clearance for the financial years 2019-20, 2020-21 and 2021-22 be enclosed (MANDATORY).
- 8.6** The earnest money deposit of Rs. 50160/- (DD/Pay order) (Rupees Fifty thousand one hundred and sixty only) is to be submitted in the favor of AI Engineering Services Ltd along with Technical bid.(MANDATORY).

## **9. Amendment**

Amendments, corrigendum, clarifications and due date extension if any, to this Tender will be hosted on the web site of AIESL, ([www.aiesl.in](http://www.aiesl.in)) and no separate Notice Inviting Tender



(NIT) would be issued in the newspapers or anywhere else. AIESL will also not intimate the Bidders individually of the same. The Bidders are therefore, advised to visit the AIESL website regularly till the date of closing of the Tender (or extended date, if any). The last amendment, if any, will be hosted a minimum of seven (07) days before the closing date of the Tender.

#### **10. Modification of Bids**

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

#### **11. Withdrawal of Bids**

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

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

##### **12.1 Technical bid:**

- i.** The technical bids submitted would be evaluated to verify the suitability and compliance of the bidder as to whether the applicant to the tender has the required capability, capacity and / or expertise to provide the required services under this tender. Assessment would be made to determine whether the bidders meet the requirement under Scope of Work of AIESL, as per the pre-qualification criteria and compliance to other terms and conditions of the tender.
- ii.** It may be noted that all those bidders who fully and unconditionally meet all of the Eligibility criteria listed at **Annexure-3** would be declared qualified in the technical evaluation process.



- iii. The bidder's offers would be evaluated based on their response to the Eligibility criteria and the response to the technical information. All the conditions indicated as "MANDATORY" conditions in the Eligibility Criteria (Annexure -3) response format, are to be mandatorily fulfilled and along-with the said Annexure, the supporting documents thereof are to be given, in order to qualify for the evaluation of the technical bid. The bidder must also have submitted the requisite amount of EMD of Rs 50,160/ (Indian Rupees Fifty thousand one hundred sixty only) for Indian bidders as well as the signed Integrity Pact document (Annexure-11) along-with the technical bid response in order to qualify the technical evaluation. Any exceptions, conditions, covenants or qualifying remarks submitted by the bidders will not be accepted.
- iv. AIESL reserves the right to confirm the authenticity of the bid documents or to seek clarifications from the references quoted by the Bidders in their bids, for compliance with the requirements as mentioned in the Tender, without the knowledge of the concerned Bidders. AIESL also reserves the right to seek documents/ information / clarifications from the bidders as it may deem necessary for the purpose of evaluation of the Technical Bids, to determine their suitability or otherwise for this tender.
- v. The verification of the information submitted by the bidder through a site visit by the Technical Committee shall also be the part of the Technical Evaluation.
- vi. The bids will be evaluated to verify compliance with the pre-qualification criteria.
- vii. AIESL reserves the right to carry out an inspection to assess those capabilities of the manufacturing unit(s) and the processing facility / facilities to produce the required quantities in accordance with the schedule as indicated.

## 12.2 Price bid

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

### **PRICE BID (Sealed/ Closed Envelope)**

The bidder will have to submit the Price Bid in sealed envelope duly superscribed with Price Bid for enquiry No AIESL/DEL/JEOC/23-24/02, **dated 19.01.2023** must confirm to the followings:

- a. Rates quoted as per "Annexure -7" in the given format only.
- b. Unconditional discount, if any should be clearly indicated and would be applied to the quoted price during evaluation.
- c. Conditional discount if offered will not be considered for evaluation.
- d. The quote must be protected with a transparent adhesive tape.
- e. The rates should be quoted in Figures and Words and if there is a discrepancy between the words and figures, the amount in words will prevail.
- f. The name and address of the bidder must be marked on each Envelop.



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

**1) METHOD OF ARRIVING AT L1 VENDOR**

- (i) Bidders should quote their rates for supply of “operation & monitoring of central air-conditioning plant (HVAC system) and the related condenser and chiller pumps. Operation of the water softening plant including regeneration & routine maintenance of the plant, overhead ahus, cooling towers, and make up water pumps” L- 1 will be decided on overall cost to AIESL.
- (ii) Total Price is to be inclusive of all Govt. Duties / Levies like GST and any other charges that may be applicable.
- (iii) **Conditional discount**, if any, **will not be taken into consideration** while arriving at the lowest landed cost.
- (iv) **Micro, Small & Medium Enterprises (MSMEs) & Start-ups** Units will be given **Benefits/Preference** as detailed at Para 17 of this Tender document.
- (v) Provide HSN code separately for each item.

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

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

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

**13. Disqualifications:**

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

- a. Bidder has made misleading or false representation in the forms, statements, and attachments submitted,
- b. Records of poor performance of work (whether for AIESL, or any other company/organization) during the last 3 (three) years, as on the date of submission of the bid, such as abandoning the work, rescinding of the contract for which the reasons are attributable to the non- performance of the Bidder or its constituents, inordinate delays in completion, history of litigation / arbitration awarded against the Bidder or any of its constituents or financial failure due to bankruptcy etc.
- c. The bidder has been into any kind of legal dispute or arbitration in the past or at present with AIESL or its sister companies.
- d. The Bidder has been blacklisted in India or anywhere else in the world, he should not be allowed to participate in the tender.
- e. The bid offer has been made by an intermediary/agent/middleman.

**14. Award of the Contract, Acceptance and Commencement**

- a. The Contract shall be awarded to the Successful Bidder vide the Letter of Award (LOA) issued by AIESL, based on the evaluation of the bids by AIESL.



- b. The Successful Bidder has to convey acceptance of the LOA within 7 days of its receipt.

**15. Zero deviation:**

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

**16. Earnest Money Deposit:**

The Bidder should submit an EMD of Rs 50,160/- (Indian rupees fifty thousand one hundred sixty only) **through DD** in favour of AI Engineering Services Ltd. Ltd. If the Bidder is seeking exemption from submission of EMD as per Para 17 of this tender, they must submit the relevant documents.

**16.1** EMD will be interest free.

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

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

**16.4** The EMD may also be submitted through net banking using the following details: Name of the Bank : State Bank of India

**Branch Address** : New Delhi  
**Account Holder's Name** : AI Engineering Services Limited  
**Account Type** : Current  
**Account Number** : 00000033029526378  
**IFSC Code** : SBIN0000691

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

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

- (a) District Industries Centres (DIC)
- (b) Khadi and Village Industries Commission (KVIC)
- (c) Khadi and Village Industries Board
- (d) Coir Board
- (e) National Small Industries Corporation (NSIC)
- (f) Directorate of Handicraft and Handloom
- (g) Any other body specified by Ministry of MSME





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

## 18. Security Deposit:

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





**19. Invoices, Billing and Payment:**

**19.1 Invoice**

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

**19.2 Billing:**

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

**19.3 Payment:**

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

**19.3.2** No Advance payment shall be made by AIESL.

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

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

**20. Service Delivery:**

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

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

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

**21. Negotiation**

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

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



**22. Price, Contract Validity and Extension:**

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

**23. Variation of quantity**

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

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

**24. Penalties:**

**24.1.** PROMPT, PUNCTUAL, EFFICIENT, SAFE, COURTEOUS AND QUALITY SERVICE IS THE ESSENCE OF THIS CONTRACT. In case the Successful Tenderers fails wholly or partly to carry out the assigned Work within the assigned time or Work is not performed to the satisfaction of "Air India Engg. Services Limited (AIESL)", the same shall be arranged through other agencies at the risk and cost of the Tenderer/Bidder/ Service Provider. In this case "Air India Engg. Services Limited (AIESL)." may terminate the Contract without prejudice to any rights which Air India Engg. Services Limited (AIESL), may have on the Tenderer under the Contract.

**24.2.** In case of unsatisfactory performance for any of the activity specified in Work Scope (Annexure-1), a penalty of Rs.1000/- (1<sup>st</sup> instance), Rs.2000/- (2<sup>nd</sup> instance), Rs.3000/- (3<sup>rd</sup> and subsequent instance) Penalty will be imposed at the sole discretion of Air India Engg. Services Limited (AIESL).

**25. Recovery of sums due**

**25.1** Whenever under this Contract any sum of money is recoverable from the Bidder, AIESL shall be entitled to recover such sum from the monthly bills and the security deposit held by AIESL.

**25.2** In the event of the said security deposit being insufficient, the balance of total amount recoverable shall be deducted from any sum due to the Bidder under this or any other Contract with AIESL.

**25.3** Also, should this amount be insufficient to cover the said amount recoverable, the Successful Bidder shall pay to AIESL on demand the balance amount, if any, immediately but not later than 14 (fourteen) days of the demand along with the interest @ 18 % (eighteen percent) per annum from the due date specified in the demand notice.

**25.4** If any amount due to AIESL is so set off against the said security deposit, the Successful Bidder shall have to make good, the said amount immediately but not later than 14 (fourteen) days, in order to restore the Security Deposit to its original value. Non restoration of such Security Deposit will be treated as event of default, leading to right of AIESL to



take appropriate remedial action, including termination.

- 25.5** AIESL reserves the right to deduct from the Successful Bidder's invoice, for any loss or damage caused to AIESL Employees/ cargo/ plant / equipment / machinery / building or any other property of AIESL or any damage caused to any third party by negligence or due to any other reason attributable to the Successful Bidder including its employees.

**26. Confidentiality**

- 26.1** The Bidder/Successful Bidder/AIESL shall at all times keep confidential, all information acquired in consequence of this Tender, including (without limitation) the information concerning the technology, technical processes, business processes, procedures, personal data, business affairs, financial affairs of each other (hereinafter referred to as Confidential Information). Confidential information means information that is designated as 'confidential' or which by its nature is clearly confidential.
- 26.2** The Bidder/Successful Bidder/AIESL shall not disclose the confidential information to any other third party, without the prior written consent of each other, or required to be disclosed at law.
- 26.3** However, they may be entitled or bound to disclose such Confidential Information under compulsion of law and to comply with applicable laws or under a valid order of a competent court were requested by governmental or regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.
- 26.4** As such, the Bidder/Successful Bidder/AIESL agree to keep such Confidential Information as strictly confidential and shall disclose the same to their employees/professional advisers only on a 'need to know' basis.
- 26.5** The Bidder/Successful Bidder/AIESL agree that any such information received by it shall be:
- 28.5.1** protected and kept in strict confidence, using the same degree of care and safeguards as it uses to protect its own information of like importance, but in any case, no less than a reasonable degree of care,
- 28.5.2** not to use Confidential Information for any purpose other than to carry out its respective obligations under this Tender
- 26.6** A breach of this confidentiality may result in the Contract being terminated in addition to any other remedy the Bidder/Successful Bidder/AIES may have.

**27. Extension/Termination of Agreement/Contract:**

The Contract may be terminated under the following circumstances:

- 27.1** The validity of the contract/agreement comes to an end *Ipso Facto* by efflux of time unless otherwise renewed/ terminated. The contract period shall come into force on \_\_\_\_\_ . There shall be no lock-in period under the contract.
- 27.2** If there is a breach or non-observance/non-fulfilment by the Successful Bidder of any one or more of its obligations under the contract and/or contractual documents, if any, and such



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

- 27.3** If there is a change in AIESL's requirement as regards the obligations of the Successful Bidder stipulated in Tender, the Contract shall be terminated.
- 27.4** In the event of breach of confidentiality, the contract can be terminated by AIESL.
- 27.5** The Contract can be terminated by AIESL at any time during the term of the Contract without assigning any reasons and liability on AIESL.
- 27.6** In case of failure of the Successful Bidder to perform its obligations to the satisfaction / requirement / standards of AIESL, AIESL reserves the right to claim from the Successful Bidder for any loss sustained due to unsatisfactory performance of the Contract, including the right to terminate the Contract.
- 27.7** AIESL may at any time terminate the Contract with immediate effect, if bankruptcy or liquidation proceedings are commenced or likely to be commenced against the Successful Bidder or if it enters into or is likely to enter into any arrangement or compromise for the benefit of its creditors generally or if a liquidator or receiver is appointed for its assets.
- 27.8** AIESL may terminate the Contract if it comes to the knowledge of AIESL that, the Successful Bidder has obtained the Contract vide non-*bona fide* methods of competitive bidding.
- 27.9** The Successful Bidder shall have a right to terminate this Agreement after giving a 3 (three) months advance notice to AIESL, of its reasons for termination. During this period of 3 (three) months, AIESL and the Successful Bidder, may initiate discussions for purpose of resolution of the said reasons. In the event a resolution is achieved by AIESL and the Successful Bidder, the Contract shall not be terminated and the Successful Bidder shall provide the Services, in the same manner, as it was providing prior to such notice of termination.
- 27.10** For the avoidance of any doubt it is hereby clarified, that the Successful Bidder during the aforesaid notice period shall continue to provide the Services, in the same manner, as it was providing prior to such notice of termination served by AIESL on the Successful Bidder or vice versa.

**28. Integrity Pact:**

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

The Integrity pact document is attached as Annexure-11 of this Tender document.

**29. Contract survivability:**

In the event the Successful Bidder is acquired by, or merges with another company/entity/organization by operation of law or in any other manner, the terms and conditions of the Tender/Contract applicable to the Successful Bidder shall remain in full force and effect on



the new entity and the Successful Bidder shall at all times remain liable to AIESL, with regard to the obligations mentioned herein. AIESL shall, however, have the discretion and option to terminate the Contract in such an event.

**30. Severability**

If any clause, section, or provision of this Contract is found to be invalid, illegal, or unenforceable, by the provisions of the applicable law, such invalidity, illegality, or unenforceability shall not render the remaining clauses, sections, or provisions hereof invalid, illegal, or unenforceable. In such a case, the Parties shall amend this Contract as appropriate, seeking to achieve the minimum extent necessary to make this Contract, legal valid and enforceable.

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

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

**32. Indemnification**

- 32.1** The Successful Bidder shall indemnify AIESL against the payment of penalty/third party claims/damages/loss of property of AIESL, its subsidiaries or any other party arising due to the negligence on part of the Successful Bidder and/or its employees.
- 32.2** The Successful Bidder shall also indemnify AIESL for making good any claim/penalty/loss or damages, including costs (including counsel fees and legal cost) thereof, in respect of any breach or violation of any provisions of any law, including labour laws governing the employees of the Successful Bidder. In case of any failure to make good the above/any losses/expenses to AIESL, the same shall be deducted from the amounts to be paid to Successful Bidder, as per the bills raised, or may be deducted from the security deposit or from any payments to be made to the Successful Bidder under the Contract.
- 32.3** For the avoidance of any doubt it is hereby clarified that the Successful Bidder shall be solely liable for accidents, injuries, death and/or damages caused to any individual/s and/or property of AIESL and/or any third party, due to negligence of its employees, during performance of their duties under the Contract and shall indemnify AIESL and/or its employees, from costs or liabilities, arising therefrom (including counsel fees and legal cost).
- 32.4** The Successful Bidder shall be liable to keep AIESL indemnified against any claim or claims whatsoever and any liabilities, that may arise on account of the Successful Bidder's failure to comply or adhere with any statutory obligations, legislations,



regarding the laws governing intellectual property rights whether in India or any other country as applicable. AIESL shall be entitled to deduct any amounts to make good the above/any losses/expenses incurred by AIESL on account of such claims or liabilities. The decision of AIESL as to the amounts to be deducted shall be final and binding on the Successful Bidder.

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

**33. Dispute resolution and arbitration**

**33.1** Any dispute arising between the Bidder/Successful Bidder and AIESL in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be settled by negotiations between the authorised representatives of the Bidder/Successful Bidder and AIESL (Parties).

**33.2** If the dispute remains unresolved after a period of 90 days from the date when the negotiation has started, then the unresolved dispute/difference shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996, and the award made in pursuance thereof shall be final and binding on the Parties. The arbitral tribunal shall consist of a sole arbitrator to be mutually appointed by the Parties. The venue of arbitration shall be Delhi and the arbitration proceedings shall be carried out in English. The cost of the arbitration shall be borne by the Parties as per the award of the Sole Arbitrator.

**34. Jurisdiction:**

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

**35. Force Majeure:**

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

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



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

**36. Anti-Corruption/Anti-Bribery Representations and Warranties:**

**36.1** Both Parties represent and warrant that it is in compliance with Indian laws, including all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the Term of this Agreement. The Parties further represent and warrant that it has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (1) improperly influence any act, decision or failure to act by that official or person, (2) improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity or (3) secure any improper advantage.

**36.2** Both Parties agree that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the other Party. If, after consultation by all Parties to the Agreement, any concern cannot be resolved in the good faith and reasonable judgment of the non-infringing Party, on written notice to the other Party, it may withdraw from or terminate this Agreement.

**36.3** Either Party shall have the right to terminate this Agreement if the other Party breaches this, or any other, representation, warranty or undertaking set forth in this clause 19 of the Agreement.

**37. Notices**

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

**38. Inspection Clause:**

**38.1** AIESL reserve the right to inspect the production and other facilities of the Bidders in order to assess their infrastructure and capability to produce and deliver the Services during the technical evaluation process.

**38.2** AIESL further reserve the right to inspect the production and other facilities of the Successful Bidder's branch office or subsidiary, at any time during the Contract period in order to confirm consistency of quality of the Services to be rendered & also at any time during the contract period.





**Annexure-1**

**Operation & Monitoring of Central Air-conditioning Plant (HVAC system) and the related condenser and chiller pumps. Operation of the water softening plant including regeneration & Routine Maintenance of the plant, Overhead AHUs, Cooling Towers, and Make up water pumps.  
Jet Engine Overhaul Complex, IGIA, Terminal.II, Delhi.**

**SCOPE OF WORK**

**A. OPERATION OF CENTRAL A/C PLANT**

- i. **Operation Timings** - The Central A/c Plant shall be operated daily to maintain a temperature of 25 +/- 2 Deg. C on all days of the week, throughout the year from 0600 hrs to 1910 hrs.

**Note:** Normally the operation timing of Central A/c Plant shall be up to 1910 hrs. However, in case of any workshop requirement operation timing of plant can be extended up to 2130 hrs at no extra cost.

- ii. **Record Keeping**: - The contractor shall ensure to maintain records of various operation parameters as below. The readings of the parameters shall be taken and recorded in the log book, which shall be provided by the contractor, at regular intervals. The record so maintained shall be shown to AIESL representative for counter checking. The supervisor shall ensure that the logbook record is maintained and the following parameters are filled daily. :-
- a. Space readings of temperature (DB &WB) and RH in the Air-conditioned areas as well as readings of ambient air every two hours.
  - b. Pressure of refrigerant of all chilling units i.e. S.P., D.P, O.P., and C.O.P.
  - c. Temperature and pressure of chillers and condensers of all chilling units.
  - d. Temperature of sump water, headers and air (DB & WB) of the cooling towers.
  - e. Pressure of chilled and condenser water pumps.
  - f. Amperage and voltage of all motors for keeping check on performance of A/c plant equipments e.g. Compressors, pumps, AHU blowers etc.
- iii. To carry out routine maintenance checks of the A/c Plant during duty hours daily and maintain record thereof.
- iv. Operation shall be in accordance with the instructions issued by the officer in charge from time to time.
- v. To bring to the notice of the maintenance staff, any abnormal state or abnormal operation of any item of equipment so that the maintenance staff can take prompt and timely action to rectify the defect.
- vi. Operation shall also include cleaning / wiping main Plant Room and all Equipment Rooms. Responsibility for keeping Plant Room and Equipment Rooms clean in all respects shall rest with the contractor



- vii. The contractor shall ensure that in absence of any staff he shall arrange substitute in each shift. The shift operator shall not be relieved till the next operator / helper resumes duty.
- viii. The staff deployed shall not be utilized for any other purpose except for the operation and routine maintenance of the A/c Plant.
- ix. Before starting of plant, the air compressor and the associated air dryer shall be started daily to provide control air for the pneumatic control of the A/C Plant.
- x. To operate Water Softening Plant to ensure availability of treated water for chiller & condenser circuits and cooling towers of Central A/c Plant at all times. The operation shall include periodic regeneration of softening plant to maintain softness of treated water down to 20 ppm of CaCO<sub>3</sub>. The contractor shall provide and maintain minimum stock of salt required at site for the purpose of regeneration.
- xi. To follow any other related instruction, which may be given by the officer in-charge of AIESL from time to time.

**B. ROUTINE MAINTENANCE OF CENTRAL A/ C PLANT**

- i. Cleaning of the equipments of A/c Plant Room and electrical panels daily.
- ii. Cleaning of Air filters of each AHU every fortnight. (total 16 recirculation air and 4 fresh Air filters each)
- iii. Cleaning of nozzles, strainers and sump of cooling towers every fortnight or as & when required.
- iv. Operation of all valves of cooling towers, condensers, chillers, pumps, water softening plant etc every fortnight to crack down formation of internal scale, if any, for effective and smooth operation of valves.
- v. Attend minor maintenance and electric repair work such as changing of valves, pumps glands, fuses, tightening loose contacts, oiling and greasing various moving parts etc.
- vi. Carry out leak check of the refrigerant and monitor & log the standing pressures before putting the plant into operation everyday.
- vii. Carry out periodic maintenance of cooling towers, water softening plant, pumps and AHUs, as per daily / weekly / monthly and half yearly schedules recommended by the manufacturer or instructions issued by the officer in-charge.
- viii. Record chronologically, in the logbook, all adjustments in the equipments, controls or instruments and periodic maintenance jobs. Record chronologically, in the logbook, all break downs, defects in the equipment and parts replaced and dates when rectification done / parts replaced. Replacement shall be done only with the consent of the officer in-charge.
- ix. Any other related instruction which may be given from time to time.



**Annexure-2**

“OPERATION & MONITORING OF CENTRAL AIR-CONDITIONING PLANT (HVAC SYSTEM) AND THE RELATED CONDENSER AND CHILLER PUMPS. OPERATION OF THE WATER SOFTENING PLANT INCLUDING REGENERATION & ROUTINE MAINTENANCE OF THE PLANT, OVERHEAD AHUS, COOLING TOWERS, AND MAKE UP WATER PUMPS.”

**LIST OF EQUIPMENTS**

- i. 4 x 120 TR capacity chilled water A.C. Plant (Voltas make)
- ii. 5 Nos. Cooling Tower 150 TR each.
- iii. 4 Nos. Condenser Water Pumps.
- iv. 4 Nos. Chilled Water Pumps.
- v. 13 Nos. ceiling mounted Air handling units (11 Nos. in Repair Centre & 2 Nos. in Test Centre)
- vi. M.S. Condenser water piping with valves & strainers.
- vii. M.S. Insulated chilled water piping with valves, strainers and expansion tank.
- viii. Drain piping.
- ix. Sheet metal ducting with grills / diffusers, dampers and insulation.
- x. Electric heaters for winter and humidity control.
- xi. Electrical panel, wiring, control wiring, earthing etc.
- xii. Water Softening Plant including raw water pumps (2 Nos) and treated water pumps (2Nos).



## Annexure -3

**TECHNICAL ELIGIBILITY CRITERIA (Documentary proof to be attached)**

Sr. #	PRE-QUALIFICATION CRITERIA	Complied - Yes/No
1	The tenderer must visit the site and assess the job before offering price quotes. The interested parties may contact Sr. AGM (EF&PM), JEOC or his representative to discuss the scope and quantum of work. <b>(MANDATORY)</b> .	
2	The tenderer must have an experience (After 01st November 2016 till the date of submission of the tender) in the field of <b>A.</b> Operation & Monitoring of Central Air-conditioning Plant (HVAC system), related condenser and chiller pumps. Operation of the water softening plant including regeneration. <b>B.</b> Routine Maintenance of the Central Air-conditioning plant, Overhead AHUs, Cooling Towers, Make up water pumps etc. Copies of relevant supporting documents i.e., Work orders/contracts in support of proof thereof for the contracts executed duly self-attested must be enclosed <b>(MANDATORY)</b> .	
3	The tenderer must have working office in Municipal limits of DELHI/NCR in his name as on date of the submission of the tender. Self-attested copy of Lease Agreement/Electricity Bill/property tax receipt/ telephone bill bearing company's address in support of documentary proof of bearing working office in Municipal limits of DELHI/NCR must be enclosed <b>(MANDATORY)</b> .	
4	Possession of PAN, ESI, PF is must at the time of application of tender. Self-attested document confirming your registration for ESI, PF & GST (REG-06 certificate) must be enclosed <b>(MANDATORY)</b> .	
5	The tenderer must have a minimum average annual turnover of Rs. 7.5 lacs (Rupees Seven Lacs and Fifty Thousand) in the last three financial years 2019-20, 2020-21 and 2021-22. Copy of Balance Sheet and P&L A/C for the three financial year 2019-20, 2020-21 and 2021-22 (audited in case the turnover is more than Rs. Forty Lacs) duly signed by the proprietor / Director should be enclosed as a proof of above <b>(MANDATORY)</b> .	
6	The tenderer must be an income tax payee. Self-attested copy (s) of Income Tax Return/clearance for the financial years 2019-20, 2020-21 and 2021-22 be enclosed <b>(MANDATORY)</b> .	
7	A total earnest money deposit of Rs.50160/- (DD/Pay order) (Rupees Fifty thousand One Hundred Sixty only) is to be submitted in form of bank draft favouring AI Engineering Services Ltd along with Technical Bid. For the successful tenderer same will be adjusted towards the performance bank guarantee. Firms having valid registration with NSIC under single point registration system are eligible for EMD exemption. However, firms regd. with MSME are eligible for EMD exemption. Valid certificate of registration with NSIC must be provided for tenderer seeking exemption of EMD <b>(MANDATORY)</b> .	



8	Details of EMD submitted vide DD / Pay Order / Banker's Cheque/RTGS / NEFT / Net Banking				
9	If eligible for EMD Exemption, then please attach copy of currently valid NSIC Registration certificate and provide details as under:				
	NSIC Reg. No.	Date of Issue	Valid up to	Value & Capacity Limits	Items Covered under NSIC Certificate
Note: If the NSIC certificate does not cover the tendered item, then the vendor must submit EMD along with the Technical Bid failing which their bids will be disqualified. EMD exemption / NSIC certificate will be considered only for manufacturer and NOT for dealers / distributors.					
10	Payment Term 60 days				

**Technical Bid Evaluation:**

The technical bids shall be evaluated on the basis of details and documents provided by the tenderer in Envelope (i) Technical Bid – Part A containing documents in support of Eligibility Criteria.

Upon scrutiny of the technical bid and supporting documents including the Undertaking attached, and the Earnest Money Deposit, as required in Envelope (i) Technical Bid – Part A for Eligibility Criteria, a shortlist of tenderer who are found to meet the Eligibility Criteria shall be declared.



**Annexure -4**

**UNDER TAKINGS: (To be agreed and signed by the tenderer)**

1) Confirmed that all the applicable provisions of the Contract Labour (Regulation and Abolition) Act 1970 and rules made there under shall be complied with. In particular, if the said Act is applicable to us, we shall obtain the required licenses under the Contract Labour (Regulation & Abolition) Act 1970 from the concerned Labour Authorities within 15 days of obtaining LOI/ Agreement as the case may be at our own cost and initiative and deposit a copy with AI Engineering Services Ltd at the time of commencement of the work.
2) Confirmed that the complete Work of Operation, Monitoring and Routine Maintenance of Central Air-conditioning Plant at JEOC as per the Work Scope (Annexure I & II) given in the Tender Enquiry shall be operational within 30 days from the date of acceptance of Letter Of Intent (LOI).
3) Confirmed that the registrations and licenses under all the applicable local and central taxes and laws and to be specified separately under each applicable tax/law/Act (i.e. GST /Work Contract Act/Provident Fund Act/ESI Act/Income Tax Act/Shop & Establishment Act etc) shall be produced for verification/checking of AI Engineering Services Ltd. or to a third party authorized by AI Engineering Services Ltd / agencies of Govt. of India.
4) Confirmed that the requisite work as per enclosed Work Scope (Annexure-1) would be completed to the satisfaction of AI Engineering Services Ltd.
5) Confirmed that on the spot surprise checks could be conducted by AI Engineering Services Ltd third party authorized by AI Engineering Services Ltd anytime and shortcomings are to be overcome and penalized.
6) Confirmed that <b>PERIOD OF CONTRACT – Two Years, extendable by One year at same rates, terms &amp; conditions.</b>

- I have carefully gone through and have understood and hereby agree to abide by all the General Terms & Conditions, Work scope and Specifications governing the tender.
- I hereby confirm that I am authorized to sign the tender document and the information given in the tender is true and correct to the best of my knowledge and belief and nothing material is concealed.
- All the pages of the Technical Bid are signed and any corrections are duly countersigned.

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Name & Designation: \_\_\_\_\_

Place: \_\_\_\_\_

Co. Name & Seal: \_\_\_\_\_

**TECHNICAL BID FORM**

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

To  
The Dy.GM (PPC)  
AI Engineering Services Ltd.  
Jet Engine Overhaul Complex  
IGI Airport,  
New Delhi - 110037

**Tender Enquiry Ref. No: AIESL/DEL/JEOC/23-24/02**

**Dated:**

**Technical Bid-:** Tender for operation & monitoring of central air-conditioning plant (HVAC system) and the related condenser and chiller pumps. Operation of the water softening plant including regeneration & routine maintenance of the plant, overhead AHUs, cooling towers, and make up water pumps at Jet Engine Overhaul Complex, IGIA, T2, New Delhi”

*Dear Sir,*

We are pleased to submit our Technical Bid in response to the RFQ No. **AIESL/DEL/JEOC/23-24/02**

1.	Name of Tender/Contract	Operation & monitoring of central air-conditioning plant (HVAC system) and the related condenser and chiller pumps. Operation of the water softening plant including regeneration & routine maintenance of the plant, overhead AHUs, cooling towers, and make up water pumps at Jet Engine Overhaul Complex, IGIA, T2, New Delhi	
2.	Name of the Company/Establishment		
3.	Full Address of Registered Office		
4.	Telephone No/ Mobile No		
5.	Fax No / Email		
6.	Name and Phone No.of Contact Person		
7.	Nature of company(Whether Proprietorship Firm/Partnership Firm/Limited Company /Corporation/Any Other (Specify) (Encl. Proof)		
8.	<b>Particulars of Registration Issued in</b>	<b>Yes/No</b>	<b>If Yes, give following details</b>





	the name of the Bidder	Number	Date of Issue	Valid upto
a.	PF Registration. Self-Attested Copy attached			
b.	ESI Registration. Self-Attested Copy attached			
c.	PAN. Self-Attested Copy attached			
d.	GST (REG-06certificate) Registration No. Self-Attested Copy attached			
9.	Five (5) years' experience in the field of "Operation & Maintenance of Central Air-conditioning Plant (HVAC system)".			

10 a. Annual Turnover for Financial Year (2019-20, 2020-21 and 2021-22.) (Min. average Rs.7.5 lacs):  
\_\_\_\_\_

10 b. CA Certified Copy of Balance Sheets & P&L account for previous Financial Year (2019-20, 2020-21 and 2021-22. {audited incase the Turnover is more than Rs 40 Lacs} duly signed by the Proprietor/Director enclosed. : YES / NO

10 c. Self attested copy of IT return for the following Financial Years enclosed:  
2019-2020 : YES / NO  
2020-2021 : YES / NO  
2021-2022 : YES / NO

11. Earnest Money Deposit Details / Valid MSME Certificate (HVAC):

Amount	Name of Bank	Demand Draft No & Date
Rs 50160/-	_____	_____

12 a. Has any Director/Partner/Proprietor been convicted any time by court ? : YES/NO  
(if Yes, give details)

12 b. Has your company been blacklisted by any agency of the airport or elsewhere? : YES/NO  
(if Yes, give details)

13. Details of relevant supporting document(s)/ contract(s) etc justifying 5 years' experience in the field of "Operation & Maintenance of Central Air-conditioning Plant (HVAC system)". (A separate sheet may be enclosed for these details together with a copy of contract(s)/ relevant supporting document(s).

SN	Type of Contract(s)/ relevant supporting document(s) etc	Name & Address Airlines/ Organizations Served	Period of Contract (From..... to .....)	Annual Value Of Contract
i.				
ii.				
iii.				
iv.				



14. Duly signed Undertaking as per Annexure -4 is attached. **:YES / NO**
15. Any Other information which Tenderer may like to furnish (separate sheet may be enclosed if required.)
16. CHECK SHEET: Following Documents must be attached with Technical Bid (Annexure-V).

		Yes	No
1.	EMD Rs. 50160/- (DD/Pay order) (Rupees Fifty Thousand One Hundred Sixty Only)		
2.	Self-Attested copies of:-		
	A) PF Registration		
	B) ESI Registration		
	C) PAN No.		
	D) GST (REG-06) Registration		
3.	CA Certified Copy of Balance Sheet and P& L account for the Financial Year (2019-20, 2020-21 and 2021-22) {audited incase the Turnover is more than Rs 40/- Lacs} duly signed by Proprietor/Director		
4.	Self-Attested Copy(s) of Income Tax Return for the Financial Years(2019-20, 2020-21 and 2021-22)		
5.	Copy of relevant supporting document(s)/ contract(s) etc , as a proof of 5 years' experience (as on 31/03/2022), duly self-attested		
6.	List of other Organizations where similar services are provided currently with Tel No.& contact person		
7.	Confirmed that <b>PERIOD OF CONTRACT- Two Years, extendable by One year depending upon sole discretion of AI Engineering Services Ltd., at same rates, terms &amp; conditions.</b>		
8.	<b>The tenderer has visited the site and assess the job before offering price quotes.</b>		

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

Authorised Signatory \_\_\_\_\_

Company Seal \_\_\_\_\_



**Annexure -6**

**Special Terms & Conditions for the Contract**

1. The contractor shall abide by all safety regulations laid down by AI Engineering Services Limited from time to time and shall not follow any unsafe practices.
2. The contractor must visit the site and assess the job before offering price quotes. The interested parties may contact Sr. AGM (EF&PM), JEOC or his representative to discuss the scope and quantum of work.
3. Smoking is strictly prohibited in premises of AI Engineering Services Limited; therefore, the contractor should ensure that none of his employee smokes.
4. All risks of loss or of damage to property and of personal injury and death, which arise during and in consequence of the performance of the contract, are the sole responsibility of the contractor.
5. The contractor shall indemnify AI Engineering Services Limited against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him including third party, besides the penalty to be imposed in case of unsatisfactory performance. Any damage / accident / incident is to be reported by the contractor to the Engineer Incharge at the earliest.
6. The contractor shall at all times comply with all Acts/Laws/Rules/Regulations and notifications including amendments regulating or relating to labour matters including any Laws relating to Contract Labour, employee welfare, occupational health and safety, sanitation, garbage disposal and environmental management. The contractor shall pay their employees' wages which shall not be less than those prescribed under the Minimum Wages Act, 1948, Factories Act, 1948, Payment of Wages Act, 1965, or under any other Statute / Rules / Regulations as may be applicable from time to time. The contractor shall comply with all requirements of Contract Labour (Regulation and Abolition) Act, 1970, Bombay Labour Welfare Act, 1956, the Employees state Insurance Act, 1948, the Fatal Accident Act and all other statutory labour laws, regulations applicable from time to time. In particular, the contractor shall at his cost, obtain the required license under the Contract Labour (R&A) Act, 1970 before commencement of the job. The contractor shall also ensure that he and the persons deployed by him for the contract with AI Engineering Services Limited should adhere to all rules and regulations and operating procedures to be followed in Airports/Aerodromes or in the operational areas, including all regulations, rules and guidelines laid down by DGCA, DIAL & BCAS.
7. Revision of Rates during Contract period due to increase in minimum wages of staff is not applicable in this case. Since this contract is for providing HVAC services and not for engagement of manpower.
8. The contractor shall keep necessary books of accounts and other documents for purpose of above condition and shall allow inspection by authorized representative of the corporation and shall supply such information / documents on demand.
9. The contractor shall not transfer or assign or sublet any part of the service once agreed or any share or interest herein in any manner or degree directly or indirectly, to any person firm or company whatsoever.



10. The contractor shall be personally responsible for any theft, dishonesty and/or disobedience and discourteous behaviour on the part of the employees/supervisors so provided by him to provide these services.
11. The contractor shall arrange to carry out, at his own cost, the verification by the Police Authorities of the character and antecedents of the personnel engaged by him for the job and ensure that no persons whose character and antecedents have not been so verified, shall be engaged for the job. Notwithstanding the same however, any person whose engagement is objected to by AI Engineering Services Limited shall be promptly replaced by the contractor.
12. **Supervision:** Supervision of personnel provided by the contractor shall be his responsibility.
13. **Arbitration:** Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be settled by mutual consultation, if the dispute remains unresolved after a period of 90 days from the date when the mutual consultation has started, the matter shall be referred for settlement to 'SCOPE FORUM OF CONCILIATION AND ARBITRATION', Govt. of India and the award made in pursuance thereof shall be binding on the parties.
14. **Interpretation:** In the event of any difference in the interpretation of any of the clauses of the service agreement, the clarification given by the GM (Engg), JEOC shall be final and binding.



**COMMERCIAL PRICE BID FORM**

**Operation & monitoring of central air-conditioning plant (HVAC system) and the related condenser and chiller pumps. Operation of the water softening plant including regeneration & routine maintenance of the plant, overhead AHUs, cooling towers, and make up water pumps. at Jet Engine Overhaul Complex, IGIA, T2, New Delhi**

Sr.No	WORKSCOPE	Basic Rate (Per Month) A	Discount On Basic Rate (if any) B	GST on (A-B) After Discount C	Net Amount (A-B)+C
1	<b>Operation &amp; monitoring of central air-conditioning plant (HVAC system) and the related condenser and chiller pumps. Operation of the water softening plant including regeneration</b>				
2	<b>Routine maintenance of the plant, overhead AHUs, cooling towers, and make up water pumps.</b>				
<b>Grand Total (A-B)+C</b>					
<b>Total Amount in words : Rupees</b>					

**NOTE:**

- The L-1 Tenderer would be decided based on the lowest total cost to AIESL.
- The Tenderer should fill up all fields of the table above.
- In case price is not relevant to a given field of the table, or has been included in the total price, the same should be entered as "Not applicable" or "included in the basic price" as applicable.
- GST as per applicable government regulations.
- If there is a discrepancy between words and figures, the amount in words shall prevail.
- Conditional Discount, if any will not be considered for deciding L-1 Tenderer.
- The quoted price and other terms and conditions will remain firm during the contractual period.
- Replacement of the items to be carried out after approval of AIESL.



**Annexure –8**

**FORMAT OF AUTHORIZATION LETTER FOR ATTENDING BID OPENING**

(On Bidder's Letter Head)

To

The Dy.GM (PPC)  
Jet Engine Overhaul Complex  
AI Engineering Services Ltd.  
I.G.I Airport T- 2  
New Delhi – 110037

**Sub: Authorization for attending bid opening**

**Tender No:**

**Subject:**

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

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

**Authorised Signatory**

**Signature** \_\_\_\_\_

**Name & Designation** \_\_\_\_\_

**With SEAL**

**Note:**

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



**Annexure-9**

The Dy.GM, PPC  
Jet Engine Overhaul Complex  
AI Engineering Services Ltd.  
I.G.I Airport T- 2  
New Delhi – 110037

**UNDER TAKINGS/CERTIFICATION:**

It is certified that:

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

**Signature** \_\_\_\_\_

**Name & Designation** \_\_\_\_\_

**Company Seal** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_



**SECURITY DEPOSIT FORM**

To

Dy. GM (PPC)  
AI Engineering Services Ltd.  
Jet Engine Overhaul Complex  
IGI Airport,  
New Delhi-110037

I/We, the undersigned declare that:

After having been qualified for award of Contract and vide Para 18 of the captioned tender, we will deposit equivalent sum of **3% (Three percent) of the total value of the Contract towards interest free Security Deposit**, within 2 weeks of receipt of the Contract.

The Security Deposit will be paid by way of Account Payee Demand Draft, Banker's Cheque, Bank Guarantee (BG) issued from any commercial bank, Fixed Deposit Receipt from any Commercial bank, infavor of AI Engineering services Limited (AIESL), payable at Delhi.

**Date :** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Name & Designation** \_\_\_\_\_

**Company Seal** \_\_\_\_\_





**Annexure - 11**

**INTEGRITY PACT**

Between

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

and

---

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

**PREAMBLE**

The Principal intends to award, under laid down organizational procedures, contract(s) for “operation & monitoring of central air-conditioning plant (HVAC system) and the related condenser and chiller pumps. Operation of the water softening plant including regeneration & routine maintenance of the plant, overhead AHUs, cooling towers, and make up water pumps of Jet Engine Overhaul Complex, IGIA, T2, New Delhi” to AIESL”. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

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



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

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

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

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

## **Section 4 – Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security and other actual damages due to the consequential delay.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to



terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

3. The Contractor/Bidder shall not be entitled to claim from the Principal any amounts either as damages or otherwise, on account of termination.

### **Section 5 – Previous transgression**

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

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

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

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

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

### **Section 8 – Independent External Monitor/Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to the Chairman, AI Engineering Services Ltd.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate



in such meetings.

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

#### **Section 9 – Pact Duration**

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

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

#### **Section 10 - Other provisions**

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

\_\_\_\_\_  
(For & on behalf of the Principal)

(Office Seal)

\_\_\_\_\_  
(For & on behalf of Bidder/Contractor)

(Office Seal)



Place : \_\_\_\_\_

Date : \_\_\_\_\_

Witness 1:

(Name & Address) : \_\_\_\_\_

\_\_\_\_\_

Witness 2:

(Name & Address) : \_\_\_\_\_

\_\_\_\_\_



**Annexure-12**

**CERTIFICATE FOR SITE VISIT**

(To be filled by

Bidder)

To,

Sr. AGM,  
EF&PM,  
AIESL, JEOC,  
Delhi

Subject: Authorization for site visit at AIESL.

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

Authorised Signatory

Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_

(With company seal)

**To be filled by AIESL:**

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

Authorised Signatory \_\_\_\_\_

Company Seal \_\_\_\_\_

Date of visit \_\_\_\_\_



~~~ **END OF DOCUMENT** ~~~