



**एआइ एअरपोर्ट सर्विसेज
AI AIRPORT SERVICES**

AI AIRPORT SERVICES LIMITED

Regd. Office: 2nd Floor, GSD Building, Air India Complex, Terminal-2,
IGI Airport, New Delhi-110037, India. CIN: U63090DL2003PLC120790

Communication Address: - GSD Complex, NIPTC, Near Indian Oil Depot,
Terminal 2, Mumbai- 400099, Maharashtra, India, Tel: 022-28318424 / 8446

TENDER DOCUMENT FOR

**AWARD OF CONTRACT FOR REPAIR OF TERRACES IN GSD
COMPLEX.AT AI AIRPORT SERVICES LTD (AIASL) NEAR
CHHATRAPATI SHIVAJI MAHARAJ INTERNATIONAL AIRPORT (CSMI
AIRPORT), SAHAR, ANDHERI (EAST) MUMBAI.**

TENDER DOC NO:1257 DATED 08.03.2023

TENDER DUE DATE / TIME: 23.03.2023 AT 1100 HOURS

DISCLAIMER

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

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

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

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

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

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

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

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

TABLE OF CONTENTS

SN	Description	Page Nos
1	Schedule for Tender	4
2	Tender Notice	5 - 6
3	Technical & Price Bid Evaluation Criteria-Annexure - I	7 - 8
4	Governing terms for bid process - Annexure - II	9 - 17
5	Generic terms to govern the contract - Annexure - III	18 - 24
6	Scope of Work - Annexure - IV	25- 26
7	Technical bid format & checklist - Annexure - V	27-29
8	Price / Financial bid format - Annexure - VI	30-33
9	Indemnity bond - Annexure - VII	34-35
10	Bank guarantee format - Annexure - VIII	36-37

SCHEDULE OF TENDER

TENDER NO	TENDER DOCUMENT NO. 1257 DATED 08.03.2023
TENDER NOTICE	CONTRACT FORREPAIR OF TERRACES IN GSD COMPLEX - AIASL
TENDER ISSUER	AI AIRPORT SERVICES LIMITED (AIASL)
DATE OF ISSUE OF TENDER DOCUMENT	08.03.2023
LAST DATE & TIME OF SUBMISSION OF BIDS	UPTO 1100 HOURS ON 23.03.2023 OR EARLIER
ESTIMATED CONTRACT VALUE	RS.60,00,000/-
EARNEST MONEY DEPOSIT (EMD)	RS.1,20,000/-
SECURITY DEPOSIT	5% OF CONTRACT VALUE OF SUCCESSFUL BIDDER
PLACE OF SUBMISSION & OPENING OF BIDS	MMD-AIASL, GSD COMPLEX, NIPTC, NEXT TO SAHAR POLICE STATION, NEAR CSI AIRPORT GATE NO. 5, TERMINAL 2, MUMBAI – 400099, MAHARASHTRA, INDIA TEL: 022-2831 8424 / 8446
DATE OF TECHNICAL BID OPENING	WILL BE COMMUNICATED TO RESPONDING BIDDERS
DATE OF PRICE BID OPENING	WILL BE COMMUNICATED TO SUCCESSFUL TECHNICAL BIDDERS

TENDER NOTICE

AI Airport Services Limited (AIASL), a Government of India Company providing Ground Handling Services at most of the Indian Airports, invites Sealed / Closed Tenders from Service providers for “Award of Contract for Repair of Terraces in GSD Complex at AI Airport Services Ltd.(AIASL) near Chhatrapati Shivaji Maharaj International Airport (CSMI AIRPORT), Sahar, Andheri (East) Mumbai” as per following details:

1. SUMMARY OF BIDDING INFORMATION

(a) Name of work :

“Award of Contract for Repair of Terraces in GSD Complex at AI Airport Services Ltd. (AIASL) near Chhatrapati Shivaji Maharaj International Airport (CSMI AIRPORT), Sahar, Andheri (East) Mumbai” .

(b) Availability of Bidding Documents: From 8th March, 2023 at www.aiasl.in

(c) Last date & Time for receipt of Bids: 23rd March, 2023 upto 1100 Hours

(d) Time and date of opening of Technical Bids: Will be communicated to responding bidders.

(e) Place of opening of Technical Bids:

MMD – AIASL,
GSD Complex,
Near Gate No. 5,
Sahar, Andheri (East),
Mumbai – 99.

(f) Tender Fee (Bidding Document Fee): Not Applicable

(g) Contact Person:

Mr.AjayAGaikwad
Manager-SE-EMD,
AIASL, Sahar, Andheri (East), Mumbai – 400 099
Email bom.procure@aiasl.in Mobile: 7208151130

(h) Name of the Buyer

Mr. M. N. Sankhe
Executive -MMD,
AIASL, GSD Complex, Near Gate No. 5, Sahar, Andheri (East), Mumbai – 400 099
Email: wr.mmd@aiasl.in Tel: +91-22-2831 8424 / 46, Mobile: 9004655570

Date and time for Technical Bid opening will be communicated to responding bidders well in time. Similarly Price/Financial bid opening of technically qualified bidders shall be intimated

later. If any of the days specified above is declared to be a holiday by AIASL, the next immediate Working Day (of AIASL).shall be considered for opening of bids.

One set of Tender documents containing Annexures in respect of the above services are enclosed herewith. Participating bidders should submit their response by acceptance of all terms & conditions and submit all necessary documents as per following Annexures:

Annexure -I: Technical & Price/Financial Bid Evaluation Criteria

Annexure-II: Governing terms for the Bid process

Annexure-III: Generic Terms to govern the contract

Annexure-IV: Scope of Work - “Contract for Repair of Terraces in GSD Complex at AI Airport Services Ltd.(AIASL) near Chhatrapati Shivaji Maharaj International Airport (CSMI AIRPORT), Sahar, Andheri (East) Mumbai”

Annexure-V: Technical Bid format and Check List

Annexure-VI: Price/Financial Bid Format

Annexure-VII: Indemnity Bond format on Rs 200 / non judicial stamp paper duly notarized.

Annexure-VIII: Bank guarantee format

The interested Service Providers can download the Tender documents from our website www.aiasl.in

Technical & Price Bid Evaluation Criteria

A) Technical Bid Evaluation Criteria (Technical Bid)

For bidders to become technically qualified, it is necessary and essential to meet out the following criteria, failing any of which shall disqualify the bidder. Necessary documentary proofs in respect of each of the following need to be enclosed along with technical bid. Further Annexure-V must be duly filled by every Bidder as regards to the technical bid.

1. The service provider shall be a Public Limited Company or a partnership firm or a sole proprietorship firm or a private limited company duly registered under the concerned acts applicable for conducting business in India.
2. The Service provider must be in the business of providing civil works of similar type for the past three years (from April 2020 onwards) and capable of providing the said services mentioned in Annexure - V.
3. The Service provider should have provided such services, civil works 2 clients in the past three financial years i.e. from April 2020 onwards. Details of the organization with documentary proof need to be enclosed as per Annexure -V.
4. Party must have a minimum Annual turnover of Rs. 20,00,000/- (Rupees twenty lakhs only) in each of the last three financial years i.e. 2020-2021, 2021-2022, 2022-2023 (A copy of audited balance sheets and Profit and Loss Account, duly signed & stamped / sealed by the Proprietor / Director / authorized signatory shall be enclosed or auditors certificate to that effect as a proof of above). Service provider needs to establish that at least one such Contract for “Repair of Terrace” individually is worth more than Rs. 10 Lakhs in any of the last three financial years as above. Service Provider is required to enclose documentary proof of the above figures by enclosing a certificate from their auditor.
5. The Service provider shall have a full-fledged office setup in Mumbai to provide the said services and subsequently to attend the complaints against the work done, if any. The Bidder shall specify the contact address of their office, phone, mobile, fax no. and email address of the contact person.
6. The Service Provider should not have been into any kind of legal dispute or arbitration in the past or at present with AIASL or any other state or central Govt. authorities.
7. Other criteria.
 - a. The successful Bidder must commence the work within 7 days from the date of LOI / PO and complete the work before start of monsoon season.
 - b. The Service Provider should submit Permanent Account Number (PAN No.), GST No. if registered, at the time of tender application.
 - c. Bidder shall not have any conflicts of interests with regard to the submission of their bids and performance of the services mentioned herein. Any Bidder found to have such conflicts of interests, at any time, shall be liable to be disqualified.

d. The Bidder should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder or its constituents will result in rejection of the bid. Suppression of any information or material in this regard would be construed as a fundamental breach and AIASL reserves its right to take appropriate action including cancellation of the bid, black-listing forfeiting of the Earnest Money Deposit and Bank Guarantee etc., as may be deemed fit and proper by AIASL at any time without requiring, giving any notice to the Bidder in this regard.

B) Disqualification

1. Even though the Bidders meet the above technical criteria, they are subject to be disqualified if the Bidder has :

- a. made misleading or false representation in the forms, statements, and attachments submitted;
or
- b. records of poor performance during the last 3 (three) year as on the date of application such as abandoning the work, rescinding of the contract for which the reasons are attributable to the non-performance of the Bidder or its constituents, inordinate delays in completion, consistent history of litigation / arbitration awarded against the Bidder or any of its constituents or financial failure due to bankruptcy etc.

C) Price/Financial Bid Evaluation criteria (Financial Bid)

It shall be the overall L1 (Lowest). For methodology, please refer Price/Financial bid Annexure -VI. The Annexure - VI needs to be filed by each bidder.

A) Governing terms for the Bid process

1. The terms AIASL used in tender document means “AI Airport Services Limited”.
2. The term Authority, Government, Governmental Authority, Enforcement, Authority/Agency, shall refer to the Government or Authority or Agency in force in India.
3. The "Bidder", "Service Provider" and / or "Party", as used in the Tender document, shall mean the one who has signed the Tender Form and submitted the quotation in response to this Tender.
4. The term Contract shall mean the agreement entered into AIASL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
5. The term days used herein shall mean the working days of AIASL.
6. The Tender shall mean the present tender issued by AIASL under Tender Ref. No. 1257 dated 08.03.2023 for CONTRACT FOR REPAIRS OF TERRACES IN GSD COMPLEX (mentioned in Annexure IV, herein) at CSI Airport, Sahar, Andheri (East), Mumbai.
7. The term Services shall mean the services referred to under Annexure-IV.
8. The term Successful Bidder shall mean the Bidder who has been awarded the contract to carry out the Services contemplated in this Tender.
9. The service provider having franchisee / sister concern arrangement can offer only one quote on behalf of all concerns under that arrangement.
10. It is further clarified that any individual signing the TENDER or other documents in connection with the Tender must certify whether they sign it as:
 - a. A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
 - b. A partner of the firm -if it is a partnership firm must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender should be signed by all the Partners.
 - c. Constituent attorney of the firm, if it is a Company.
 - d. Authorized signatory of the firm.
11. The near relatives of employees of AIASL are prohibited from participation in this Tender. Near relatives are defined as:
 - a. Members of Hindu undivided family.
 - b. Their husband or wife
 - c. Relatives in the manner as father, mother, son(s), son's wife, daughter (s),
 - d. Daughter's husband, brothers, brother's wife, sister and sister's husband.

12. Any company/Partnership Firm/Proprietary Firm blacklisted by AIASL, Central Govt/ State govt., Semi govt., Public Sector Undertaking (PSU)/ Enterprises is prohibited in participating in this Tender.
- 13 The intending Bidder if required shall visit the site at their own cost and make themselves thoroughly acquainted with all the information necessary including contingencies, risks and other information's to enable them to prepare a proper offer against this tender.
14. It is deemed that the authorized signatory of the bid has understood and prepared the bid and the same should be sent by such authorized signatory to AIASL directly. AIASL reserves the right to reject offers made by intermediaries / representatives.
15. All bids received against this tender shall be evaluated as per the Bid Evaluation Criteria - Technical and provisions of tender document.
16. Submission of Tender Form does not necessarily mean that the Bidder is an eligible party.
17. **Zero deviation:** Bidder is advised to quote strictly as per terms and conditions of tender document and not to stipulate any deviation / exceptions. This is a zero deviation tender.
18. Bidder is advised to note that taking deviation to following terms and conditions of tender documents shall lead to rejection of their bids:
- a. Firm Price/Financial throughout the contract period.
 - b. EMD
 - c. Scope of Work
 - d. Special Conditions of Contract
 - e. Functional terms and conditions
 - f. Service: Delivery / Completion Schedule
 - g. Period of Validity of Bid
 - h. Performance Bank Guarantee / Security Deposit
 - i. Arbitration / Resolution of Dispute
 - j. Force Majeure
 - k. Statutory Compliance to Applicable Laws
 - m. Indemnity form on Rs.200/ - non-judicial stamp paper 'duly notarized (See Annexure -VII),
 - n. Each of Technical and Financial Bid must be submitted in two separate sealed envelopes superscribed with Technical Bid for Tender Ref. No. 1257 dated 08.03.2023 & Price Bid for Tender No.1257 dated 08.3.2023 respectively. Both the sealed Technical Bid & Price Bid envelopes may further be placed in a Master Envelope superscribed with Master Envelope for Tender Ref. No. 1257 dated 08.03.2023. Open/unsealed envelopes, quotations through fax or electronic mail etc. shall not be accepted and the bid shall be rejected without any further

evaluation. Further, all 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. All figures quoted in financial bid should be covered with a transparent adhesive tape.

o. All documents in support of the tender must be submitted in accordance with the checklist as per annexure.

p. Any other condition specifically mentioned in the tender documents elsewhere shall also apply and non-compliance of the same shall lead to rejection of the bid.

19. Modification of Bids

a. The bidder shall modify or withdraw their bid after the bid submission but prior to the due date (last date) for submission of bid, provided that written notice of the modification / withdrawal is received by AIASL prior to the deadline for submission of bids. Last modification of the bid by the Bidder and as submitted to AIASL shall be final.

b. The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of this clause, Clause 18-n with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate.

c. No bid shall be modified after the deadline for submission of bids

d. Bids of the parties who have sent withdrawal notice in writing shall be returned on the day of opening of the bids in sealed condition with note of acknowledgement to that effect from such bidders.

e. No bid shall be allowed to be withdrawn in the interval between the deadline for submission / opening of bids and prior to the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of their bid EMD pursuant.

20. Earnest Money Deposit (EMD)

a. An EMD of **INR 1,20,000/-**(Rupees one lakh twenty thousand only) must be submitted by means of a Bank Draft or Banker's Cheque or ECS in favor of AI Airport Services Limited, payable at Mumbai, and should be submitted along with the technical bid. No other mode of payment is acceptable.

If the bidders submit EMD by ECS in INR, following particulars are to be noted:

- 1) NAME OF THE BENEFICIARY : AI AIRPORT SERVICES LTD.
- 2) NAME OF THE BANK : HDFC
- 3) BRANCH NAME : FORT – NANIK MOTWANI MARG
- 4) BRANCH ADDRESS : MANECKJI WADIA BLDG,GROUND FLOOR,
NANIK MOTWANI MARG, FORT, MUMBAI
- 5) TYPE OF A/C (SB/CURRENT) : CURRENT

- 6) BANK ACCOUNT NUMBER : 00600310003602
7) TELEPHONE NO. OF BANK : 022-61606161
8) MICR CODE NO. : 400240015
9) SWIFT CODE. : HDFCINBBXXX
10) IFS CODE : HDFC0000060
11) PAN NUMBER (AIASL) : AAECA6186G
12) AIASL GST NO. FOR MAHARASHTRA: 27AAECA 6186G1ZJ

In case of any query relating to wire transfer / ECS of the EMD, the bidders may contact at the following address of AIASL:

Finance AIASL

Tel no: 091-22-28318543,

E-mail: fin@aiasl.in

Address: GSD Complex, Near Gate No. 5, Sahar, Andheri (East), 400 099.

- b. EMD so deposited shall not carry any interest.
- c. In case, the Successful Bidder refuses to accept the Letter of Intent (LOI) / Contract or fails to abide by any terms of the Tender / fails to commence the work within stipulated time, EMD shall be forfeited.
- d. In case of Successful Bidder, EMD can be adjusted against Security Deposit / Performance Guarantee (5% of approved contract value) and difference, if any, shall be paid to the other by either party. If not agreeable, EMD of the Successful Bidders will be refunded without any interest whatsoever, after receipt of Security Deposit or Bank Guarantee in lieu thereof from the Service Provider.
- e. In case of technically disqualified Bidder, EMD shall be refunded without interest, within 30 days after opening of Price/Financial bids and EMD of unsuccessful Bidder of Price/Financial bid shall be refunded without interest, within 45 days after finalization of the Tender and acceptance of the LOI by the Successful Bidder.
- f. In case the party withdraws their offered tender at any stage of the tender process also, EMD shall be forfeited in full.
- g. EMD of a bidder will be forfeited in full if the Bidder withdraws or amends its Tender or deviates or derogates from the conditions of the Tender in any respect or declines to accept or honour the work order / contract if awarded in his favour. If the Successful Bidder fails to furnish Security Deposit or Bank Guarantee within the specified period its EMD will be forfeited in full.

21. Micro/Small/Medium Scale Industries (MSMI) registered with Udyam/MSMI Registration Authority under its Single Point Registration Scheme / Public Sector Units /

Central / State Govt undertakings / Air India Widows Association / Air India Co-operative Society / Handicrafts Boards, Khadi Village and Cottage Industries / Social Welfare Association/ Handicraft & Blind Associations will be exempted from the payment of earnest money deposit provided they are registered for the service they intend to quote against AIASL tender, provided attested copy of Certificate of Registration with MSMI is submitted.

22. Bidder(s) are advised to quote strictly as per the terms and conditions of the tender document and not to stipulate any deviations / exceptions / inclusions. Once quoted, the Bidder shall not make any subsequent Price/Financial change after due date and time of submission of bid. Price/Financial changes through any other mode shall render the offer liable for rejection and if indicated with the word negotiable shall also be as well summarily rejected.

23. Mode and method for Submission of Bids:

1. The bid shall be typed or written in indelible ink, and all correspondence and documents related to the bid exchanged by the Bidder and AIASL shall be written in the English language.

The offer should be submitted in two bid format.

- a. Technical bid and
- b. Price / Financial bid as follows:

a. Envelope 1 -The technical bid covering all details as mentioned in the formats with Earnest money deposit(EMD) for Rs.1,20,000/-(Rupees one lakh twenty thousand only) and all enclosures demanded (as per check list, Annexure-VI) to accompany the technical bid, and the same needs to be necessarily submitted in a separate sealed envelope superscribing the Tender Ref. No. 1257 dated 08.03.2023 for AWARD OF CONTRACT FORREPAIR OF TERRACE IN GSD COMPLEX, at AI Airport Services Limited, GSD Building in bold letters & marked as "Technical bid" in bold letters with Service provider's name.

b. Envelope 2 -The Price/Financial bid needs to be submitted in a separate sealed envelope superscribing the "Tender Ref. No. 1257dated 08.03.2023 for AWARD OF CONTRACT FOR REPAIR OF TERRACE IN GSD COMPLEX, & marked as "Price/Financial bid" in bold letters with Service provider's name.

c. Envelope 3 -Both these envelopes (Technical Bid and Financial Bid) need to be put in a sealed master envelope superscribing the Tender Ref. No. 1257 dated 08.03.2023for .AWARD OF CONTRACT FOR REPAIR OF TERRACE IN GSD COMPLEX, at AI Airport Services Limited GSD Complex in bold letters with Service provider's name. If the master envelope is not sealed and marked as above, AIASL will assume no responsibility for the misplacement or premature opening of the 'Technical Bid' and 'Financial Bid'.

The sealed master envelope should be addressed to:

MMD - AIASL, GSD Complex, NIPTC, Next to Sahar Police Station, Near CSI Airport Gate No. 5, Terminal 2, Mumbai – 400099, Maharashtra, India.

d. Each sealed envelope should be superscribed with the Tender Ref. No. 1257 dated 08.03.2023 for AWARD OF CONTRACT FORREPAIR OF TERRACE IN GSD COMPLEX, at AI Airport Services Limited, GSD Complex, & marked in bold letters with Service provider's name & remarks as "NOT TO BE OPENED BEFORE 1100 hours on 23.03.2023." All the envelopes should have Email address/ Contact nos (TEL/Mobile) of the bidder's contact person.

e. The sealed bid master envelope shall be submitted at the above address in person or by post / courier so as to reach up to 23.03.2023 before 1100 Hrs (IST).

f. Tender documents sent through Post or Courier shall be at the risk of the Bidder and AIASL shall not be responsible for any loss or non-receipt of the Tender documents.

g. Tender bids received after due date / time shall not be entertained / considered.

h. In case of modified bids, the Covers shall carry the superscription of Word "Modified" in addition. In such a case, the bidder need not submit EMD again.

i. In case of withdrawal of the bid, the cover containing the Bidder's withdrawal letter shall carry the superscription of the word "Withdrawal" in addition.

j. The closing date for submission of bids may be extended at any time including after the schedule date of closing at the sole discretion of a AIASL.

24. If Tender Closing date is declared a Holiday by Mumbai Office of AIASL, the last date of Submission of the Bids shall automatically stand extended to 1100 Hours of the next working day.

25. Subsequent to bid submission, AIASL shall not seek / entertain any confirmations / clarifications / documents etc with regard to Price/Financial Bid and any bid(s) not in line with tender conditions shall be liable for rejection. Bidders are requested to go through all the clauses of this tender carefully and then submit the documents / confirmations strictly as per the check list enclosed in the tender document.

26. AIASL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever and to annul the bidding process, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for AIASL action.

27. AIASL reserves the right to allow preference to MSME registered firms or Public Sector Undertakings as admissible under the prevailing policy of Govt. of India.

28. The following requirements shall be strictly complied with by the Bidder:

a. Bidder shall countersign the corrections, if any.

b. Bidder shall number, sign and stamp all pages of this tender document and all the enclosures accompanying the tender document prior to the submission of the tender.

c. The tender shall be accompanied by a certified true copy of the power of attorney, if any.

d. These tender documents with Annexures / enclosures are to be submitted along with technical bid excluding Annexure VI (Price/Financial Bid).

29. Rejection of Bids (Technical and Price/Financial):

The response to the Technical Bid and Price/Financial Bid shall be rejected forthwith without evaluation of the Tender process on the following grounds:

- a. If the Bid (Technical and / or Price/Financial) has been received after due date and time of the Tender.
- b. If only the Technical Bid has been received and the Price/Financial Bid has not been received, and vice versa.
- c. If the Bid (Technical and / or Price/Financial) has been received by fax or email.
- d. If the Bid (Technical and / or Price/Financial) has been received unsigned.
- e. If the Bid (Technical and / or Price/Financial) has been received in an open condition other than that mentioned herein.
- f. If the Technical Bid has been received without EMD and/or the EMD is lesser than the amount specified or the EMD fee has been submitted in a mode other than as specified at clause 20 above in this document of the Tender.
- g. Any reasons for rejection of bid as cited against any clause anywhere else in this tender document.

30. Queries from the Bidder before submission of bids / during bid evaluation

- a. In case if any query / clarification required before submission of bids, the same may be obtained from the following officials of AIASL:

Mr. Ajay A Gaikwad, Manager-SE EMD, AIASL, Sahar, Andheri (East), Mumbai – 400 099, Tel: +91 7208151130.

- b. During the process of the evaluation of bids no queries shall be entertained from the Bidder with regard to the status of the evaluation. If required, the Tender committee members of AIASL shall seek the clarifications by e-mail/ telephonic conversation or by visiting the premises of the Bidder to verify all the supporting documents provided.

31. Technically Disqualified Bids

- a. Price/Financial bids of the technically disqualified Bidders shall be returned / to be collected by the said Bidders within 30 (thirty) days from the date of opening of the price bid after finalization of the Contract by AIASL under intimation and against acknowledgement from the Bidder.

- b. In case a Technically disqualified Bidder fails to collect the Price/Financial Bid within the stipulated 30 days' time, the bid shall be shredded in "as is where is" condition after expiry of 30 days' time.

32. **Due / last date for submission of the tender:** last / due Date for submission of Tender is up to 23.03.2023 till 1100 hours (IST) at our office address given below: MMD-AIASL, GSD Complex, Near Gate No. 5, Sahar, Andheri (E), Mumbai – 99. Tel – 022 2831 8424 / 8446.

33. **Date of opening of the tender:** Date and time for Technical Bid opening will be communicated to responding bidders well in time. Similarly Price/Financial bid opening of technically qualified bidders shall be intimated later. Parties or their authorised representative (only one per bidder) shall participate in tender opening on carrying due identity proof or and a

letter of authority signed and stamped by the authorised signatory of the bidder as mentioned in this document of the tender.

34. Extension of due date: The Due date / Time of submission of Tender shall be extended at any time, at the sole discretion of AIASL and shall be displayed on AIASL website. It is bidders' responsibility to visit the AIASL website regularly for any updates / extensions to the tender.

35. Bidder shall give the official mailing Address, email address to which all correspondences shall be sent by AIASL while submitting their bid. Also if address is changed at any time, the same shall be intimated to AIASL immediately.

36. The Bidder should quote the rates in figures as well as in words as per the Price/ Financial bid format given In Annexure VI.

37. When there is a difference between the rates in figures and in words in Price/Financial bid, the rates which corresponds to the amount worked out by the Bidder, shall be taken correct as per the following:

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

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

c. All rates shall be quoted on the proper form (Price/Financial bid format) of the Tender alone. Special care should be taken to write the rates in figures as well as in words. In case of figures, the words Rs or the rupee symbol should be written before the figures of rupees and words paise after the decimal figures e.g. Rs 2.15p and in case of words, the word Rupees shall precede and the word "Paise" shall be written closely following the amount and it shall not be written in the next line .

38. Any notice by one party to the other pursuant to the submissions to the bid / tender, shall be sent in writing to the address specified for that purpose in the Tender / bid submissions.

39. Price/Financial Negotiation

As it is not the general norm for AIASL to carry out Price/Financial negotiations following evaluation of the Price/Financial Bids, the Bidders are advised to submit their best quotes in response to this Tender. AIASL however, reserves the right to carry out negotiations in exceptional cases with the Bidder who has been evaluated by AIASL as having offered the overall lowest bid in response to the Tender.

40. Award of Contract, Acceptance, Commencement

The award of Contract shall be subject to fulfillment (in addition to eligibility criteria and the Undertakings) of following conditions by the Bidder:

a. The contract shall be awarded to L1 (overall lowest bidder).

b. The Successful Bidder has to convey acceptance of LOI (letter Of Intent) or PO within 2 days of receipt of LOI / PO.

c. The Bidder has to commence the job within 07 days after acceptance of LOI/PO.

41. Fraudulent practices:

1) AIASL requires that bidders / contractors observe the highest standard of ethics during the bid and execution of contracts. In pursuance of this, AIASL.

a) defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and includes any behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce other to do so, by misusing the position in which they are placed, and include the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution.

ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the AIASL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid Price/Financial at artificial non-competitive levels and to deprive the AIASL of the benefits of free and open competition.

b) Shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

c) Shall declare a firm ineligible and black-list, either indefinitely or for a stated period of time if it at any time, determines that the company, partnership firm or sole proprietorship firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

d) EMD or Security deposit as the case be, shall be forfeited.

42. Errant Bidders: In case after price/Financial bid opening, the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by them in bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, AIASL shall forfeit EMD paid by the Bidder and such bidders shall be debarred from participation in future tenders of AIASL for minimum period of 03 year/s.

43. Black listing conditions: 1. The party shall be black listed from participating in any AIASL tenders for next three years in case

a. If a bidder adopts fraudulent practices as cited above in clause 41 and against errant bidders as specified in clause 42.

b. Withdraws after the award of the contract / LOI and fails to commence within the specified stipulated period and perform the contractual obligations during the currency of the contract.

44. Price/Financial Bid Validity: The price/Financial bid offered by the party shall be valid for 120 days from the date of technical bid opening. Any bid whose validity is less than 120 days shall be summarily rejected and such Bidder shall not take further part in the tender process.

Generic Terms to govern the contract

1) Rate and Validity:

i. inclusions

The rates offered / finalized / agreed by the Bidder shall be inclusive of all the costs thereon incurred to deliver the services as per the work scope subject to exclusions mentioned below.

ii. Exclusions:

a. GST at applicable rates is excluded.

b. Any other tax as per Government laws / notifications including change notification as and when made effective after the due date of the tender.

iii. Validity and Extension:

a. Rates finalized and agreed shall remain firm for the full Contract. No request shall be entertained for increase of rates of the Contract.

b. The Contract shall be awarded for the complete job as specified in this tender on overall L1 basis.

2. **Warranty:** Successful bidder should provide warranty of minimum period of 3 years (three years) for workmanship for the work carried out. If any inferiority observed in workmanship during the warranty period, the same should be rectified free of charge. If any leakage of water from terrace is observed during warranty period, the same should be rectified free of charge. Similarly if any damage observed in the entire work should be rectified free of charge during warranty period. To ensure good quality work, the material used for the job should be of standard quality.

3. Security Deposit / Performance Guarantee:

a. The successful Bidder, shall on date of receipt of the LOI/PO, deposit, and continue to maintain for the warranty period of contract plus three months, a sum equivalent to 5% of the value of Contract (excluding GST) as per the quoted rates under Price/Financial bid-Annexure VI, as Security Deposit / Performance Guarantee in the form of Demand Draft / Pay Order / Bank Guarantee from a Nationalized/ Scheduled Bank.

b. The Security Deposit / Performance Guarantee has to be deposited prior to the execution of the Contract on award of the LOI/PO.

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

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

- e. Such Security Deposit / Performance Guarantee shall not bear any interest, and shall be refunded without interest only on successful completion of the awarded work and on fulfilling all Contractual obligations under warranty period of 3 years plus 3 months.
- f. In case of Bank guarantee the validity shall be to full warranty period plus 3 months, the same shall be returned after successful completion of the warranty period of three years plus three months.
- g. In case the EMD is converted and adjusted towards the security deposit the differential component needs to be paid by the party prior to commencement of the Job.
- h. In case the EMD amount is in excess to the security deposit the differential amount shall be reimbursed by AIASL alongwith first bill amount or alternatively on submission of bank guarantee as cited above.
- i. The cost of submission of Security Deposit or execution of Bank Guarantee would be borne by the successful bidder.
- j. In case of extension of contract, the Security Deposit / Bank Guarantee shall be validated accordingly with the additional period of 3 months.

4. Execution of the Contract:

- a. The Successful Bidder has to convey acceptance of Contract in writing within 2 (two) working days of receipt of LOI/PO.
- b. The successful bidder shall be required to commence the services within 07 days from the date acceptance of LOI/PO.
- c. The staff employed by the bidder for carrying out the tendered work scope shall do so at the sole risk and responsibility of the bidder. Further, Supervision of personnel/employees provided by the successful bidder shall be the responsibility of the successful bidder itself. The successful bidder shall ensure the quality of services rendered by its personnel and in case of any complaint; the successful bidder shall have to replace the concerned personnel forthwith. AIASL further reserves the right to refuse entry of any such personnel for rendering the aforesaid services. In case the quality of the services is not as desired by AIASL, AIASL reserves the right to levy a penalty for the same as mentioned in Annexure - IV.
- e. The successful bidder must deploy at their own cost the supervisor/s to daily monitor the work allotted to the employees / staff to ensure smooth execution of contract.
- f. The successful bidder shall ensure that while on duty, its staff / employees conduct themselves in an appropriate manner and shall not be under the influence of liquor or other intoxicants and in the event if any staff / employee is found to be under the influence of the same, AIASL shall have the right to ask the successful bidder to replace the said staff / employee immediately and a penalty shall be levied on the Successful Bidder.

4. During the currency of the Contract the service provider shall not sub contract the Job and the contract is not transferable / assignable. The contract must be executed by the service provider or their authorized dealers / channel partners

5. Representations and Warranties to be given by the Successful Bidder in the Contract.

The successful bidder should provide the following Representations and Warranties as regards to the Contract to be executed, which shall remain true and valid throughout the term of the Contract:

(a) It is a company/partnership firm/sole proprietorship firm duly incorporated under the Laws of India and is validly existing under the laws of its incorporation/India.

(b) It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver this Contract and the performance of the obligations there under.

(c) The Contract shall constitute a legal valid and binding obligation against it, and is enforceable against it, accordance with the terms herein.

(d) The execution, delivery and performance of the Contract shall not conflict with, result in the breach of, or constitute a default under any law, rule, regulation, authorization or approval of any government agency or body, or under the terms of any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of applicable laws.

(e) It shall employ personnel who are qualified and competent to carry out the functions as mentioned herein. The payment of salaries, wages, provident fund, gratuity etc. to such personnel, shall solely be the responsibility of the Successful Bidder. It is hereby clarified that, the personnel of the Successful Bidder shall not be deemed to be employees of AIASL.

(f) It agrees that, AIASL shall not be liable to provide any accommodation, medical or transport facilities to the personnel of the Service Provider. AIASL shall in no manner be liable for any Injury sustained by such personnel during the performance of the functions mentioned herein or for any compensation for the same. In the event of any expenditure being sustained by AIASL on the said personnel, AIASL shall have the right to deduct the same from the amounts to be paid to the service provider, as per the bills raised, or may be deducted from the security deposit.

(g) It undertakes to comply with various labour laws, both Central and state including but not limited to Employees State Insurance Act, 1948 and Workmen's Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act, 1938, Contract Labour (Regulations and Abolition) Act, 1970, Employers' Liability Act, 1938, Maternity Benefit Act, 1961 and Bombay Labour Welfare Fund Act, 1953 as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any other provisions of Labour Laws and shall indemnify AIASL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of laws in force.

(h) It shall be either monetarily compensate AIASL for any damage or loss or caused to the premises/equipment/property of AIASL or any third party on account of negligent act/performance on the part of its personnel.

(i) It shall perform all its obligations under the Contract with due care and diligence and in a skillful and business-like manner.

(j) It shall carry out all necessary supervision of its personnel while providing the said services under the Contract.

- (k) It shall ensure that its personnel behave in an orderly and disciplined manner and do not cause any nuisance or annoyance to AIASL or its personnel.
- (l) It shall comply with all such directions issued by AIASL from time to time.
- (m) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by applicable law which may result in any material adverse effect or its ability to perform its obligations under the Contract.
- (n) It has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, has or may have a material adverse effect on its ability to perform its obligations under the Contract.
- (o) There are no actions, suits, proceedings, or investigation pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in a breach of the Contract or which individually or in the aggregate may result in any material impairment or its ability to perform its obligations under the Contract.
- (p) No sums, in cash or kind, have been paid to, or accepted by any person or shall be paid to or accepted by any person or on its behalf by way of fees, commission or otherwise to induce the Service Provider to enter into the Contract.
- (q) It is and shall be able to pay its debts as they fall due for payment and is otherwise solvent as per applicable laws; it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed for the whole or any part of its assets or any right, it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing under taken or suffered any action analogous to any of the foregoing laws of India or any other applicable jurisdiction
- (r) It is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to it.
- (s) All taxes due and payable by it have been paid, and all tax return and reports required to be filed by it have been correctly filed and on time. There are no claims now pending or matter under dispute with any taxing authority in respect of any tax of the Successful Bidder.
- (t) It shall be responsible for the payment of all and any taxes including income tax and all similar taxes and levies in respect of its fees, duties, fines, penalties, etc. by whatever name called as may become due and payable under any laws, rules and/ or regulations as may be prevalent and as amended from time to time in relation to the services rendered under the Contract.
- (u) It shall obtain the necessary permissions and licenses from the concerned authorities for the purposes of the Contract. Further, to keep the said permissions and licenses valid and subsisting at all times during the term of the Contract. In the event that it omits or fails to obtain any requisite permission or license from the concerned authorities, then it shall indemnify and keep indemnified AIASL against all losses, costs, or damages that may be suffered by AIASL as a result of such omission or failure.

6. Indemnification

a. The Successful Bidder shall indemnify AIASL against third party claims arising out of equipment malfunctioning / mishandling or acts and deeds on the part of service provider's personnel deployed for the work. The Successful Bidder shall also indemnify AIASL for any loss or damage by their personnel to AIASL personnel or property including machinery, equipment or buildings and reimburse to AIASL the expenses incurred by AIASL in this regard, in its entirety. In case, any such amount is not deposited / paid to AIASL, the same shall be deducted from Security Deposit / Bills / future payments due to the Successful Bidder.

b. In the event, AIASL pays or is made responsible to pay the compensation for / towards non-compliance of statutory and labour provisions / any other reason, the Successful Bidder shall indemnify and keep indemnified AIASL for any claims, action, damage, liability and harm of every description which may arise whether directly or indirectly in consequence to such non-compliance and reimburse to AIASL the full compensation amount paid by AIASL in this regard

c. In case of injury, loss to or death of AIASL employee due to any act or deed of Successful Bidder's employee or due to an accident, the Successful Bidder shall arrange to pay AIASL employee or AIASL employee's legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the Successful Bidder. The legal costs and all other costs associated with such injury, loss and/or death shall also be borne and paid by the Successful Bidder.

d. The Successful Bidder shall indemnify against any events as referred to in this tender document.

7. Claims for Damage

a. The Successful Bidder shall perform the work assignments with its best efforts and to the full satisfaction of AIASL.

b. In case of unsatisfactory service, AIASL shall notify the Successful Bidder of any claims / deficiency on the part of the Bidder arising under / out of the Contract.

c. In case the Bidder, having been notified by AIASL, fails to take remedial action within the stipulated time as advised, AIASL may take a remedial action without any further notice, at the Bidder's risk and cost. AIASL shall also levy penalty / terminate the Contract without prejudice to any other rights which AIASL may have against the Successful Bidder under the Contract.

8. Job Completion Schedule: The job must commence within 7 days from the date of LOI / PO and should be completed within 60 days.

9. Penalty: Penalty for delayed completion of work will be applicable @ 0.5% per week subject to maximum of 10%. Appropriate penalty will also be applicable as determined by AIASL for substandard work or for any complaints in workmanship.

10. Payment:

Mode of Payment: Payment will be made by Finance Department of AIASL, Mumbai in INR only, preferably through ECS mode. Kindly provide the following:

· Account Name

- Name of the Bank
- Branch Name
- Account Number
- Bank Code/MICR No.
- Swift Code No.

All payments to the Successful Bidder by AIASL for the services rendered by it shall be subject to the following compliances by them:

a. The Successful Bidder shall furnish invoices to Billing Section , EMD GSD Complex for certification of bills, as per work scope under Annexure V, and Billing Section , EMD GSD Complex thereafter shall forward bills to the AIASL Finance Department, Sahar, Mumbai after due approval from the Office of the GSD Complex, for payment action. AIASL shall make payment after completion of entire work within 30 days of the submission of bills for the undisputed amount.

b. TDS shall be deducted by AIASL from the payment made against these bills, as per the applicable laws.

10. Recovery of Sums Due:

a. As per the contract entered between AIASL and the Successful Bidder, if any sum of money is recoverable from the Successful Bidder, AIASL shall be entitled to recover such sum by appropriating in part or full from the Security Deposit already deposited by the Successful Bidder or from their outstanding bills.

b. In the event of the Security Deposit being insufficient, the balance or the total amount recoverable, as the case may be, shall be deducted from any sum due to the Successful Bidder, under this, or any other contract between the Successful Bidder and AIASL. Also, shall this amount be insufficient to cover the said full amount recoverable, the Successful Bidder shall pay to AIASL the balance amount, if any, within 30 days of the demand made by AIASL.

c. If any amount due to the Successful Bidder is so set off against the said Security Deposit, the Successful Bidder shall have to make good the said amount so set off to bring the Security Deposit to the original value immediately, and in any event, not later than 10 days of the depletion of the original value of the Security Deposit.

d. AIASL reserves the right to recover from the Successful Bidder's payments, for any loss or damage caused to AIASL Employees/ cargo/ plant / equipment / machinery / building or any other property of AIASL by negligence or due to any other reason of Successful Bidder's employees, whatsoever.

11. Interpretation:

In the event of any difference in the Interpretation of any of the clauses of the Contract and / or the Tender documents, the clarification given by the AIASL shall be final and binding.

12. Arbitration:

a. Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Tender and/ or Agreement or the validity or the breach thereof, shall be as far as possible resolved through negotiations and in the event of failure of any dispute resolutions within Fifteen days (15 days) of the said negotiations the same shall be referred before a Sole Arbitrator, to be appointed by AIASL.

b. The venue of the arbitration proceedings shall be Mumbai and arbitration proceeding shall be carried out in English and the award of the Arbitrator shall be final and binding on the Parties. The cost of the arbitration shall be borne by the Parties as per the award of the Sole Arbitrator.

13. Jurisdiction:

The construction, interpretation, validity and performance of the Tender and/or Contract shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between AIASL and Bidder whatsoever shall be subject to the exclusive Jurisdiction of Mumbai courts only, subject to the clause of dispute resolution and arbitration aforesaid.

14. Force majeure:

a. Neither party shall be liable for delay in performing obligations or for failure to, perform obligations if the delay results from any of the following (whether happening in India or elsewhere) force majeure, Act of God or any Governmental act, fire, earthquake, gales, flood, storm, lightning, explosion, accident, industrial dispute (not by service provider's employee), civil commotion, or power failures or shortage of power, restrictions on travel based on travel advisories of any governmental entity, unavailability of the usual means of transportation, hostilities, revolution, public disorder, riots, war (declared or undeclared), war like operations, act of terrorism, boycott, embargo, rebellions, sabotage, epidemics, quarantines or anything beyond the control of either party.

b. The Party encountering and affected by such causes shall inform the other in writing immediately of such an occurrence and use all reasonable endeavors to minimize the economic effects of any such delay and rectify as soon as possible any harm or delay created thereby. Further it shall reasonably allocate its available resources, giving priority to their obligations under the Contract. Upon cessation of the event giving rise to the delay the parties shall in so far as may be practicable under the circumstance, complete performance of their respective obligations hereunder.

c. For the avoidance of any doubt it is clarified that, payment obligations of AIASL shall be excused due to an event of force majeure.

ANNEXURE-IV**IV. SCOPE OF WORK****A. Terrace repair works of admin building**

Sr No	Description	Qty	Unit
1	Cleaning with wire brush and preparation of the terrace surface for applying water proof coating.	1250	Sqmt
2	Carrying out patch repairs of the worn out top surface i.e. IPS topping of conventional water proofing treatment and providing and applying cement mortar (1:4) with water proof chemical or powder in proper line and level to match the surrounding surface including removing carefully by cutting in proper line and shape.	400	Sqmt
3	Providing and applying a coat of prime seal primer and three coats of New Coats – (in three different colors) by filling pin holes, cracks, crevices in top coat of existing water proofing treatment with all materials, tools, labors etc. complete.		
	1. Terrace floor area	1250	Sqmt
	2. Parapet walls	550	Sqmt
4	Providing and applying 3 mm APP membrane with primer and heating torch including removing existing APP membrane with all necessary tools and tackles.	250	Sqmt
5	Providing and applying water proof Rain Coat two coats including one coat of primer and filling cracks on external side of the wall wherever leakage inside offices to be painted from outside wall.	500	Sqmt
6	Disposal of debris for above item no.2. by mechanical transport Truck Incl. loading, unloading and transporting to the dumping ground outside of AIASL Ltd. premises.	JOB	Lump sum

B. Repair of work shop bldg. terrace water proofing top coating surface and external plastering

No	Description	Qty	Unit
1	Removing all type of vegetation and small grass came out on top of terrace surface, and all waste materials of trees like leafs. Taking it down and dump at dumping garbage pit.	1000	Sqmt
2	Providing & applying Waterproof sand faced cement plaster in patches to any location any level in CM (1 : 4), 15 mm. average/ minimum thick as backing coat over masonry. PCC, RCC surfaces and finished with average 6 mm thick uniform ' grained sand faced plaster coat in CM (1 :4) (1 cement : 4 sand) mixed with waterproofing compound of approved make, in true line and level including dismantling the loose plaster, filling up log holes. Providing drip moulds, grooves, bands, curing. tying and untying scaffolding etc. complete all as directed.	300	Sqmt
3	Demolishing existing terrace waterproofing treatment laid to level or	1000	Sqmt

	<p>shape of any thickness including rounding alone wall consisting of brickbat lime or cement concrete, cement mortar screed, cement mortar, patent stone, cleaning the surface/ roof slab to expose the RCC slab/brickbat coba, making good any damage caused to slab, lowering debris by chute or hoist. Providing and laying waterproofing treatment with acrylic based chemical or cement based waterproofing agent to RCC terrace slab roof consisting:</p> <p>a) Grouting the existing brickbat coba surface with cement slurry mixed with waterproofing agent / waterproofing cement mortar in required proportion.</p> <p>b) Laying cement mortar 1:4 (1 cement : 4 fine sand) with approved waterproofing agent / compound mixed with cement by weight laid to level or to slopes as required over existing brick bat coba surface to a thickness ranging from 25 mm to 50 mm laid to level and slope as required & extended to 300 mm vertical on stub columns including finishing smooth/broom finish with floating cement slurry.</p> <p>Providing and laying of the broken china mosaic pieces not more than 50mm size in cement mortar of 1:4 hammering with wooden mallet to achieve uniform surface and compaction. The joint between two pieces should not exceed 3 mm to 4 mm. cleaning the surface with wooden saw dust, filling joint with added waterproofing admixture. The surface is cured for at least 03 days.</p>		
4	Providing and applying water proof coating two coats with water proof materials and chemical including one coat of primer and filling cracks on external side of the wall, parapet, to be painted.	280	Sqmt
5	Providing and applying a coat of prime seal primer and three coats of New Coats –(in three different colors) by filling pin holes, cracks, crevices in top coat of existing water proofing treatment with all materials, tools, labors etc. complete.	1000	Sqmt
6	Providing and applying water proof Rain Coat two coats including one coat of primer and filling cracks on external side of the wall wherever leakage inside offices to be painted from outside wall.	300	Sqmt
7	Disposal of debris for above item no.1 & 3. by mechanical transport Truck Incl. loading, unloading and transporting to the dumping ground outside of AIASL Ltd. premises.	JOB	Lump sum

ANNEXURE -V

Technical Bid Format and Check list (Tender Form) :

AWARD OF CONTRACT FOR REPAIR OF TERRACE IN GSD COMPLEX, - AIASL
(Cargo) Section, CSI Airport, Sahar, Andheri (East), Mumbai.

Particulars		Details & Proofs Provided			
1	Name of the Company/ Establishment				
2	Full Address of Registered Office/ principle place of business				
3	Telephone No.				
4	Mobile No				
5	Email Address				
6	Name of the Contact Person				
7	Nature of company (Whether proprietorship Firm / Partnership Firm / Limited Company / Corporation / Any Other (Specify) (Enclose Proof)				
8	Have any partners, officers/ directors having authorization to act and sign on behalf of your organization been involved in bankruptcy / legal disputes / arbitration in the past or present proceedings? If yes are they now legally and fully discharged of their obligations by the court involved?				
9	Particulars of Registration Issued in the name of the bidder	If Yes, give details			
A	Company. Incorporation Certificate or Partnership Firm Registration Certificate (Not applicable in case of Sole Proprietary concern)	Yes	No	Date of Issue	Valid up to
B	PAN/ GIR No				
C	GST No.				
D	Registration with any recognized regulatory/ quality/ safety Agencies (e.g. DGCA / ISO / IOSA etc and quality accreditation certificate like valid ISO 9000/20000 etc), if any				
11d	IT Returns for the assessment Year 2020-21,2021-22,2022-23				
11e	Tender document signed, stamped and duly completed in all aspects				
12f	Annual Turnover for Financial Year (2020-2021) Rs _____(in Lakhs)				
12b	Annual Turnover for Financial Year (2021-2022) Rs _____(in Lakhs)				
12c	Annual Turnover for Financial Year (2022-2023) Rs _____(in Lakhs) Note: Total annual turnover should be minimum 20 lakhs out of which atleast 1 contract should be worth Rs. 10,00,000/- or above				
12d	Copy of Balance Sheet and P&L Account for the Financial Years (2020-2021; 2021-2022and 2022-2023) duly signed by Proprietor/Director enclosed : Yes / No				

13	Annual Turnover pertaining to the Business of civil works - Financial Year (2020-2021; 2021-2022and 2022-2023) (Auditors Certificate)	
14	Earnest Money Deposit Details: Amount: Rs. 1,20,000/-, Name of Bank _____ Demand Draft No. & Date _____	
15a	Has any of the Bidder's Director/Partner/Proprietor been convicted any time by court of law? Yes/No (If yes, give details)	
15b	Has the Bidder company/Partnership Firm/Proprietary Firm been Blacklisted by any agency of the airport or elsewhere? Yes/No (if Yes, give details)	

16. Details of minimum 2 Contract for Repairs of Terraces during last 3 years Minimum one contract should be for Rs. 10,00,000/- and above. (A separate sheet may be enclosed for these details together with a copy of contract) :

Sr. No.	Name of contract	Name & Address of Company / Partnership Firm/ Proprietary firm	Period of Contract (From to.....)	No. of Personnel Employed	Annual value of Contract
I					
II					
III					
IV					

17. Any other information which the bidder may like to furnish, separate sheet may be enclosed in support of above Information self-attested copies of all Documents, wherever required to be enclosed.

19.CHECK SHEET: Following Documents must be attached with Technical Bid (Annexure-V)

		Yes	No	Pg. No
1	EMD Rs.1,20,000/- (DD/ Banker's cheque/ Pay order) of Nationalized bank / Scheduled bank			
2	Self-Attested copies of			
	A Certificate of Incorporation or Partnership Firm Registration Certificate. (Not applicable in case of Sole Proprietary concern)			
	B Existing Valid Contract Labour license -(Copy of One Valid License Only) (with up to date renewal)			
	C PF Registration No in the bidder's name			
	D ESI Registration No in the bidder's name along with seventeen digit allotment letter			
	E PAN/GIR No:			
	F GST Registration No:			
	G PF Returns for the year ending March 2020,2021 & 2023.			
	H Latest ESI Returns			
	I IT Returns for the assessment Year 2020-21 ,2021-22 & 2022-23.			
	J Latest GST returns, if registered			
	K Original copy of Authorized Signatories			
	L Registration with any recognized regulatory / quality / safety Agencies[e.g. DGCA / ISO / 10SA etc and quality accreditation certificate like valid ISO 9000/20000 etc), if any			
3	Copy of audited Balance Sheet and P&L account for Financial Years (2020-2021; 2021-2022and 2022-2023) duly signed by Proprietor/ Director			
4	Copies of 2 Contracts depicting the 3 years' experience, duly certified by hiring company/ self-attested.			
4 A	Auditor's certificate for turnover in Civil works for the financial years-(2020-2021; 2021-2022and 2022-2023)			
5	Company/Partnership Firm/Proprietary Firm Profile			
6	Submission of Indemnity Bond on non-judicial Stamp paper of Rs. 200/-duly notarized			
7	Tender document duly signed, stamped and completed in all aspects			

ANNEXURE-VI

A) Price/Financial Bid Format:

CONTRACT FOR REPAIR OF TERRACE IN GSD COMPLEX, at the AIASL –GSD Complex, CSI Airport, Sahar, Andheri (East), Mumbai.

(All Value in INR)

A. Terrace repair works of admin building					
Sr No	Description of Item of work	Qty.	Unit	Rate	Total Amount
1	Cleaning with wire brush and preparation of the terrace surface for applying water proof coating.	1250	Sqmt		
2	Carrying out patch repairs of the worn out top surface i.e. IPS topping of conventional water proofing treatment and providing and applying cement mortar (1:4) with water proof chemical or powder in proper line and level to match the surrounding surface including removing carefully by cutting in proper line and shape.	400	Sqmt		
3	Providing and applying a coat of prime seal primer and applying three New Coats – (in three different colors) by filling pin holes, cracks, crevices in top coat of existing water proofing treatment with all materials, tools, labour etc. complete.	1250	Sqmt		
	1.Terrace floor area 2.Parapet walls	550	Sqmt		
4	Providing and applying 3 mm APP membrane with primer and heating torch including removing existing APP membrane with all necessary tools and tackles.	250	Sqmt		
5	Providing and applying water proof Rain Coat two coats including one coat of primer and filling cracks on external side of the wall wherever leakage inside offices to be painted from outside wall.	500	Sqmt		
6	Disposal of debris for above item no.2 by mechanical transport Truck Including loading, unloading and transporting to the dumping ground outside of AIASL Ltd. premises.	JOB	Lumpsum		
				Total	
				GST@__%	
				Grand Total Including GST	
Vendors GST No. _					
Stamp & Signature of vendor _____					

B. Repair of work shop bldg. terrace water proofing top coating surface and external plastering

No	Description	Qty	Unit	Rate	Total Amount
1	Removing all type of vegetation and small grass came out on top of terrace surface, and all waste materials of trees like leafs. Taking it down and dump at dumping garbage pit.	1000	Sqmt		
2	Providing & applying Waterproof sand faced cement plaster in patches to any location & any level in CM (1 : 4), 15 mm. average/ minimum thick as backing coat over masonry. PCC, RCC surfaces and finished with average 6 mm thick uniform ' grained sand faced plaster coat in CM (1 :4) (1 cement : 4 sand) mixed with waterproofing compound of approved make, in true line and level including dismantling the loose plaster, filling up log holes. Providing drip moulds, grooves, bands, curing. tying and untying scaffolding etc. complete all as directed.	300	Sqmt		
3	Demolishing existing terrace waterproofing treatment laid to level or shape of any thickness including rounding alone wall consisting of brickbat lime or cement concrete, cement mortar screed, cement mortar, patent stone, cleaning the surface/ roof slab to expose the RCC slab/brickbat coba, making good any damage caused to slab, lowering debris by chute or hoist. Providing and laying waterproofing treatment with acrylic based chemical or cement based waterproofing agent to RCC terrace slab roof consisting: c) Grouting the existing brickbat coba surface with cement slurry mixed with waterproofing agent / waterproofing cement mortar in required proportion. d) Laying cement mortar 1:4 (1 cement : 4 fine sand) with approved waterproofing agent / compound mixed with cement by weight laid to level or to slopes as required over existing brick bat coba surface to a thickness ranging from 25 mm to 50 mm laid to level and slop as required & extended to 300 mm vertical on stub columns including finishing smooth/broom finish with floating cement	1000	Sqmt		

	slurry. Providing and laying of the broken china mosaic pieces not more than 50mm size in cement mortar of 1:4 hammering with wooden mallet to achieve uniform surface and compaction. The joint between two pieces should not exceed 3 mm to 4 mm., cleaning the surface with wooden saw dust, filling joint with added waterproofing admixture. The surface is cured for at least 03 days.				
4	Providing and applying water proof coating two coats with water proof materials and chemical including one coat of primer and filling cracks on external side of the wall, parapet, to be painted.	280	Sqmt		
5	Providing and applying a coat of prime seal primer and three coats of New Coats –(in three different colors) by filling pin holes, cracks, crevices in top coat of existing water proofing treatment with all materials, tools, labors etc. complete.	1000	Sqmt		
6	Providing and applying water proof Rain Coat two coats including one coat of primer and filling cracks on external side of the wall wherever leakage inside offices to be painted from outside wall.	300	Sqmt		
7	Disposal of debris for above item no.1 & 3. by mechanical transport Truck Incl. loading, unloading and transporting to the dumping ground outside of AIASL Ltd. premises.	JOB	Lumpsum		
			Total		
			GST@__%		
			Grand Total Including GST		
Vendors GST No. _					
Stamp & Signature of vendor _____					

B) Price/Financial Bid Terms and Conditions: Price/Financial bid shall be evaluated on the basis of overall lowest party (L1) calculated by the rates quoted as above.

1. Any overwriting must be signed.

C) Undertaking:

1. I have carefully gone through and have understood the General Terms and Conditions, Scope of Work, of the tender.

2. The Price/Financial bid shall be valid for 120 days from the last date of opening of Technical Bid.

3. I hereby confirm that I am authorized to sign the tender document. . '

4. All the pages of the Price/Financial bid are signed and also over writings are signed.

Date: _____

Signature : _____

Place: _____

Name: _____

Designation: _____

Company/Partnership Firm/Sole Proprietorship Firm Name & Seal: _____

ANNEXURE -VII

Indemnity Bond:

This INDEMNITY BOND IS executed on this ____ the Day of _____2023, By _____ having, its Registered Office/principle place of business at hereinafter referred to as Service Provider (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include their successor and assigns).

Whereas _____ (name of the Service Provider) shall enter into an agreement with AI Airport Services Limited, a Company hereinafter referred to as "AIASL" incorporated in New Delhi under Companies Act 1956 having, its Headquarters at 2nd Floor, GSD Building, Air India Complex, Terminal-2, IGI Airport, New Delhi-110037, India (which expression shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include its successors and assigns).

And whereas the Service Provider by means of an agreement shall provide Repair of Terrace in GSD complex, Mumbai AIASL (mentioned in Annexure V, herein) at CSI Airport, Sahar, Andheri (East), Mumbai.

1. In terms of Clause 6 in Annexure III of the terms and conditions specified in the Tender Ref No. 1257dated 06.03.2023 for award of contract for Repair of Terrace in GSD complex, Mumbai AIASL,the Service Provider agrees to undertake to keep AIASL indemnified against any claims /cost/damages and penalties in respect of breach of any Labour Laws both Central and State.

2 .In terms of Clause 6 in Annexure III of the terms and conditions specified in the Tender Document the Service Provider agrees to be responsible for ensuring the compliance of Labour Laws both Central and State especially, but not limited to Employees State Insurance Act, 1948, and Workmen's Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act, 1938, Contract Labour (Regulations and Abolition) Act, 1970, Employers' Liability Act, 1938, Maternity Benefit Act, 1961, and Bombay Labour Welfare Fund .Act, 1953, as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and / or non-compliance of any other provisions of Labour Laws and shall Indemnify AIASL against any claim / cost / remedies and penalties in respect of breach of any of the provisions of Laws in force.

1. It is further agreed that the Service Provider shall, within One Month from the receipt of LOI (letter of intent), obtain Form-V from AIASL and arrange license under Contract labour (Regulation & Abolition) Act, 1970 issued by the Competent Authority and deposit a copy with AIASL at the time of commencement of the job. In the event of the Service Provider not being covered by the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 for any reason whatsoever, the Service Provider shall obtain a letter from the concerned labour authorities confirming the same.

2. It is further agreed that the Service Provider shall indemnify AIASL against any claim/s with regard to Minimum Wages Act Payment of Wages Act, Provident Fund Act, ESI Act, Contract Labour (Regulations & Abolition) Act, Workmen Compensation Act, Bombay Pune Labour Welfare Fund Act, any Acts / laws prevailing during the validity 'Of the contract applicable to the Service Provider and other emoluments / allowances payable to the workmen deployed by the Service Provider during the validity of the Contract. The Service Provider confirms that all

records of payments including Wage Registers / Muster Roll / Bank Clearance Statements / Overtime Incurred, penalties and advances if any In respect of the workmen engaged by the Service Provider shall be maintained and produced as and when required by AIASL and / or any other third party including Government Agencies / Authorities.

3. The Service Provider further confirms that necessary ESI / PF payments in respect of the workmen engaged by the Service Provider shall be made during the tenure of the contract within the time schedule as specified under the applicable Acts and further indemnifies AIASL against any claim/s and liabilities arising out of the contract during the Validity of the contract.

4. The Service Provider also undertakes to produce the relevant documents in respect of the various returns and the payments made during the tenure of the contract in respect of the workmen engaged by the Service Provider before any third party, Government Agency / Authority. The Service Provider also confirms that the Service Provider shall maintain all records relevant to the record of ESI / PF deductions / deposits made and shall produce the same before the AIASL as and when required and / or required by any third party, Government Agency / Authority.

5. The Service Provider hereby indemnifies and agrees to keep the AIASL indemnified, during the period of the contract and even thereafter, to make good any losses, payments, penalties incurred by AIASL on account of non-compliance of whatsoever nature on the part of the Service Provider in the matter of all applicable legislations with regard to their employees deployed on contract awarded to them by AIASL.

6. The Service Provider indemnifies AIASL / Air India and its subsidiaries against any claim from ESI Authorities / PF Authorities and / or any other statutory bodies under various labour laws relating to claim with regard to the workmen deployed by us. We further indemnify AIASL // Air India and its subsidiaries against any losses that may accrue / occur on account of any vigilance case to be filled / to be filed by ESI Authorities / PF Authorities and / or any other statutory bodies under various labour laws.

7. The Service Provider hereby indemnifies and agrees to keep the AIASL indemnified, against any clause elsewhere as referred to in this tender ref. no, 1257 dated 08.03.2023 for AWARD OF CONTRACT FOR REPAIR OF TERRACE IN GSD COMPLEX, - Cargo section which specifies so.

Signed, Sealed & Delivered

Within the named -----
Through their Director / Proprietor / Partner.

Witness:

1.

2.

ANNEXURE -VIII

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

Date of Issue: _____

Bank Guarantee No. _____

Amount: _____

To,

AI Airport Services Limited,

Mumbai.

WHEREAS (name and address of the Service Provider) (hereinafter called "the Service Provider") has undertaken, in pursuance of Tender Ref.No. 1257 dated 08.03.2023 for AWARD OF CONTRACT FOR REPAIR OF TERRACE IN GSD COMPLEX, and has been awarded the Contract Ref. No. ____dated____ for AWARD OF CONTRACT FOR REPAIR OF TERRACE IN GSD COMPLEX, (mentioned in Annexure V, herein in the Tender) at Chhatrapati Shivaji Maharaj International Airport (CSI) Airport, Sahar, Andheri (East), Mumbai (herein after called "the Contract").

AND WHEREAS it has been stipulated by AIASL in the said Tender that the Service Provider shall furnish you with a bank guarantee by a Nationalised / Scheduled Bank for the sum specified therein as security for compliance with its obligations in accordance with the Tender and Contract;

AND WHEREAS we, _____ Bank have agreed to give the Service Provider such a bank guarantee;

NOW THEREFORE, we Bank, hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to a total of Rupees (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show ground or reason for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand.

We, the _____ Bank, undertake to pay to you the said amount, so demanded notwithstanding any dispute raised by the Service Provider in any suit or proceeding pending before any arbitral tribunal or court relating thereto, our liabilities under this guarantee being absolute and unequivocal.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between

you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until for period of 3 years plus 3 months.

We, the Bank, agree that this guarantee will not discharge due to change in the constitution of the bank of Service Provider.

We, the Bank, undertake not to revoke this guarantee during its currency.

In witness whereof of the bank, through its authorized offices has set its hand and stamp on this _____ day of _____, _____.

Dated at _____ this day of _____, 2023.

For _____ Bank

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch