

**DUE DATE: 15<sup>th</sup> June 2022 at 15:00 HOURS**

**TENDER DOCUMENT**

**SUB: Tender for appointment of Agency For Physical verification and Asset Tagging**

**DISCLAIMER:**

The information contained in this tender document (hereinafter referred to as the “**Tender**”) or and any information pertaining to the aforesaid subject matter provided subsequently to the applicants/bidders in any form by AI Assets Holding Limited (hereinafter referred to as “**AIAHL**”) 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 AIAHL prior to award of the Tender.

The purpose of this Tender is to provide all bidders with the information that may be useful to them in the formulation of their proposals/ bids (hereinafter referred to as “**Bid(s)**”) in response to this Tender. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AIAHL 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 at no cost to AIAHL.

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

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

AIAHL 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 close date of Tender.

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

The Bidder shall bear any and all its costs associated with or relating to the preparation & submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIAHL or any other costs incurred in connection with or relating to its Bids. All such costs and expenses shall remain with the Bidder and AIAHL 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 Bid, regardless of the conduct or outcome of the Bid selection process as contained herein.

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### **NOTICE**

Dear Sir / Madam(s),

Subject: **Tender for appointment of Agency for Physical verification and Asset Tagging**

#### **(I) INTRODUCTION:**

AIAHL, a company incorporated under Companies Act 1956, having its registered office at 113, Airlines House, Gurudwara Rakabganj Road, New Delhi 110001 (hereinafter referred as "AIAHL"), invites sealed/closed bids under two bid system from eligible bidders (hereinafter referred to as "**Bidder(s)**") meeting the Technical Bid Evaluation Criteria mentioned in the Tender and also complying with other terms and conditions of the subject Tender, for appointment of Agency for Physical verification and Asset Tagging on comprehensive basis in complete accordance with this Tender.

#### **(II) PURPOSE OF THE TENDER:**

As a result of disinvestment of Air India certain assets of Air India were transferred to AI Assets Holding Limited (AIAHL). These assets are located across India as Air India had PAN India presence through its manned regional and station location offices. Most of these assets are not tagged hence; AIAHL invites a tender in order to appoint a competent agency for Asset tagging, verification, and compilation of data of assets of all Air India offices across India which are transferred to AIAHL. The details of the location-wise indicative asset count under each category have been detailed in Annexure- VIII.

(III) SUMMARY OF BIDDING INFORMATION:

1	No. and Name of the Tender	<b>TENDER NO:</b> AIAHL/PV&AT/2022-23 <b>Appointment of Agency for Physical verification and Asset Tagging</b>
2	Date Issued	11-05-2022 (The Tender can be downloaded from AIAHL's website ( <a href="https://aiahl.in/tenders">https://aiahl.in/tenders</a> ))
3	Last date of receipt of queries from the prospective Bidders through mail, mail ID: <a href="mailto:manager.finance@aiahl.in">manager.finance@aiahl.in</a>	24.05.2022
4	Pre-Bid meeting	27 <sup>th</sup> May 2022 @ 16:00 hrs Venue : AIAHL,2 <sup>nd</sup> Floor, Above Air India Reservation Office, Safdarjung Airport, New Delhi-11003
5	Last date/ time for submission of Bid document( <b>"Due Date/Time"</b> )	15 <sup>th</sup> June 2022 on or before 15:00 hrs
6	Place of Submission of Bids	AIAHL, 2nd Floor, Above Air India Reservation Office, Safdarjung Airport, New Delhi 110003
7	Time and Date of opening of Bids	(i) <b>Technical Bid</b> – 15 <sup>th</sup> June 2022 at 15:30 hrs (ii) <b>Price Bid</b> – The date will be intimated subsequently to the bidders who are Technically qualified.
8	Place of Opening of Bids	AIAHL, 2nd Floor, Above Indian Airlines Reservation Office, Safdarjung Airport, New Delhi 110003
9	Extension of Due Date/Time	The Due Date / Time of submission of Bid documents and opening of Bids may be extended at any time, at the sole discretion of AIAHL and shall be displayed on ( <a href="https://aiahl.in/tenders">https://aiahl.in/tenders</a> ).
10	Earnest Money Deposit ( <b>EMD</b> )	Rs 75,000/- (Rupees Seventy Five Thousand Only)
11	Address of Communication for any clarifications.	<a href="mailto:manager.finance@aiahl.in">manager.finance@aiahl.in</a> <a href="mailto:manager-accounts@aiahl.in">manager-accounts@aiahl.in</a>

**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 considered to be the due date for the said purpose.

#### **(IV) 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, should be submitted separately in a sealed/closed envelope super scribing **“Technical Bid for Tender No: AIAHL/PV&AT/2022-23 Dated 11-05-2022 for “Appointment of Agency for Physical verification and Asset Tagging “NOT TO BE OPENED BEFORE (Bidders to mention Due Date and Time in the blank space)”** along with the requisite proof of submission of EMD. 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 stamp on all the pages of such documentary evidence and annexure submitted along with Technical Bid, as per the terms of the Tender. The Bidders name, email ID / contact numbers (telephone and fax) of the Bidders 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 ‘ VI ’, should be submitted separately in another sealed/closed envelope super scribing **“Price Bid for Tender No: AIAHL/PV&AT/2022-23 Dated 11-05-2022 for “Appointment of Agency for Physical verification and Asset Tagging “**. 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 stamp 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, should further be enclosed in a master envelope which should also be in a sealed/closed condition super scribing **“Tender No: AIAHL/PV&AT/2022-23 Dated 11-05-2022 for “Appointment of Agency for Physical verification and Asset Tagging “I “NOT TO BE OPENED BEFORE 15<sup>th</sup> June 2022 at 1530 HRS (Bidders to mention Due Date and Time in the blank space)”**, The name, contact no., fax, e-mail-id and complete address of the Bidder should be mentioned on the Master Envelope and the same shall be addressed to the Manager, F & A, AIAHL. The sealed bid master envelope shall be submitted at the above address in person or by post / courier so as to reach on or before the Due Date/Time.

The Bid should be only in the prescribed format. The Bid cover should carry the complete

name and address of the Bidder, along with the telephone, fax and e-mail address. Bids must be received by AIAHL at the address specified above not later than the Due Date/Time. If for some reason, the Bid Due Date/Time or the Bid opening date, as the case may be, is declared a holiday, then the Bid Due Date/Time or the Bid opening date will automatically stand extended to the same timings of the next working day. In the event of the receipt of the Bid after the Due Date/Time, the Bid shall be rejected. AIAHL reserves the right to reject any Bid in part or full or annul the Tender process without assigning any reasons.

**V) TERM OF THE PROPOSED CONTRACT:**

The completion of the actual complete work relating to physical verification, e-fixed assets register, tagging, asset tracking, data entry, reconciliation with the Annexure should be completed within 90 days of receipt of the work order. The vendor must adhere strictly to the implementation schedule.

**VI) PARTICIPATION OF THE BIDDERS DURING OPENING OF BIDS:**

The Technical Bids shall be opened on 15<sup>th</sup> June 2022 at 1530 Hrs (IST) at the below mentioned address:

AI Assets Holding Limited,  
2<sup>nd</sup> Floor, Above Air India Reservation Office,  
Safdarjung airport,  
New Delhi - 110003

The Bidder(s) shall be permitted to witness the opening of the **Envelope-1**, containing the Technical Bid. Bidder(s) who wishes to be present at the time of opening of the Technical Bid may do so or send its authorized representative (only two representative per Bidder) with an authorization letter on the Bidder's letter head, as per **ANNEXURE 'IV'**, duly signed and stamped by their authorized signatory for presenting at the time of opening of the Tender at the above address, time and date.

**(VII) AMENDMENTS / CLARIFICATIONS:**

Amendments, corrigendum, clarifications if any, and any extensions of the due date of opening of the Bids, as per the requirements of AIAHL, will be intimated by hosting the notice on AIAHL's website only (i.e. <https://aiahl.in/tenders>). No separate NIT (Notice Inviting Tender) would be published in newspapers/print media. It is the Bidder's responsibility to visit the said website regularly for the aforesaid updates/extensions as applicable.

**(VIII) NOTE:**

- a. The Bidder may modify or withdraw their Bid after the Bid submission but prior to the date/time of opening of Bids, provided that written notice of the modification / withdrawal is received by AIAHL prior to the date/time of opening of Bids. Last modified Bid by the Bidder shall be treated as the final Bid.
- b. The modified Bid shall also be prepared, sealed, marked and dispatched in accordance with the manner of submission of Bids as mentioned under the Tender, with the words

**“Modification”** additionally super-scribed on the Bid covers in addition to the superscription required by the Tender. In such a case, the Bidder need not submit the EMD again.

In case of withdrawal of the Bid, the Bidder is required to submit a withdrawal letter addressed to The Manager- F & A, AIAHL, 2nd floor, above Air India Reservation Office, Safdarjung Airport, New Delhi 110003 and the same shall be submitted not later than the date/time of opening of Bids. The cover containing the Bidder’s withdrawal letter shall Carry the superscription of the word “Withdrawal of Tender No. AIAHL/PV&AT/2022-23 Dated 12-05-2022 for “Appointment of Agency for Physical verification and Asset Tagging.

A copy of the said withdrawal notice shall also be sent bye-mail [-manager.finance@aiah.in](mailto:-manager.finance@aiah.in), [manager-accounts@aiah.in](mailto:manager-accounts@aiah.in)

- c. No Bid shall be modified/withdrawn after the date/time of opening of Bids. Withdrawal of a Bid after the date/time of opening of Bids shall result in the forfeiture of Bidder’s EMD.
- d. Bids of the Bidders who have sent such withdrawal notice in writing shall be returned on the day of opening of the Bids in a sealed condition with note of acknowledgement to that effect from such Bidders.
- e. All the pages of the Bid must be mandatorily signed and stamped by the authorized signatory and enclosed along with the supporting documents as required in the Technical Bid.
- f. All documents in support of the Bid must be submitted in accordance with the checklist as per Check sheet attached in Section C of the Tender.

## TABLE OF CONTENTS

The Two Bid Tender Document comprises of the following Annexure

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## **SECTION A: General Terms and Conditions:**

### **1) Terms and Conditions governing the Bid:**

- i. AI Assets Holding Limited (herein after referred to as “**AIAHL**”), invites sealed Bids (under two bid system) from eligible Bidders meeting the Bid evaluation criteria specified in this Tender, for obtaining the Services as mentioned in Section D.
- ii. The Technical and Price Bid Criteria which the Bidder should satisfy for the purpose of the Tender has been mentioned in Section D hereto.

### **2) Definitions:**

The following words, as used in the Tender shall have the meaning ascribed to them below:

- i. The term 'AIAHL', shall mean "AI Assets Holding Limited, a company incorporated under Companies Act 1956,
- ii. The term "Bidder" shall mean the entity which has submitted the sealed/closed Bid for this Tender through its authorized signatory.
- iii. The term "Contract" shall mean the agreement entered into between AIAHL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- iv. The term "Days" shall mean the working days of AIAHL.
- v. The term "Services" shall mean the services to be provided by the Successful Bidder as mentioned in the Tender.
- vi. The term "Successful Bidder" or the "Service Provider"(herein after referred to as SP) shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- vii. The term "L-1" means Bidder with lowest quote, and "L-2" means Bidder with the secondlowest quote.

### **3) Bid Submission:**

- a) Technical and Price bids should be submitted simultaneously and in 2 separate sealed/closed envelopes. These two envelopes should be further enclosed in a master envelope which should also be in a sealed/condition. In case the Bids, either Technical Bid or Price Bid are notsealed/closed separately and are received in a single sealed/closed cover or in an open condition, the same will not be considered and the Bid submitted by the Bidder will stand rejected.
- b) Sealed/Closed Bids are to be deposited/delivered in the tender box earmarked for this purpose at the following address:

**To,  
Manager Finance,  
AI Assets Holding Limited,  
2nd Floor, Above Indian Airlines Reservation Office,  
Safdarjung Airport,  
New Delhi 110003**

Bids sent through Post or Courier shall be at the risk of the Bidder and AIAHL shall not be responsible for any loss or non-receipt of the Bids.

- c) On the date of opening of Tender, the Technical Bids only will be opened and the Price Bids will be kept in the custody of AIAHL in the same sealed/closed cover as received from the Bidder. Price Bids of those Bidder(s) only will be opened who are qualified after the evaluation of the Technical Bids. Intimation will be sent to those Bidders who qualify after the evaluation of the technical Bids. No correspondence in this regard will be entertained. The authorized representative of the Bidders (only two authorized representatives per Bidder) would only be allowed to attend the Bid opening. Such representatives must carry an authorization letter on the Letter Head of the Bidder on each occasion as per enclosure (Annexure -IV) The authorization letter must be duly signed by the authorized signatory of the Bidder.
- d) Bids should be filled in prescribed forms duly signed and stamped and the prices in the Price Bid should be clearly written/typed both in words and figures without any overwriting. Corrections & overwriting, if any, should be counter signed by the Bidder.
- e) The Bid shall stand rejected if the Bidder submits an incomplete Bid, i.e. where only the Technical or only the Price Bid is received.
- f) Bidders are advised to study the Tender carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the tender with full understanding of its implications.
- g) Bids received through Fax or Email (in encrypted or other forms) will not be considered.
- h) In the event of a default by the Successful Bidder during the Contract Period, AIAHL reserves the right to cancel the Contract and to claim damages from the Successful Bidder, and also reserves the right to award the Contract to another Bidder at the sole cost and risk of the Successful Bidder.
- i) The issue of this Tender does not imply that AIAHL is bound to select a Bidder. Notwithstanding anything contained in this Tender, AIAHL reserves the right to reject any Bid and to annul the Bidding process and/or reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that AIAHL rejects or annuls all the Bids, it may, at its sole discretion, invite all eligible Bidders to submit fresh Bids hereunder.

- j) The Bidders shall bear their own costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIAHL or any other costs incurred in connection with or relating to their Bid. All such costs and expenses will remain with the Bidder and AIAHL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this Tender process.
- k) No bidder shall submit more than one Bid against this Tender. In case more than one bids are received only the last submitted bid would be considered.
- l) Bids prepared by the Bidder shall contain all requisite information along with self-attested supporting documents as per details provided in the Technical Bid.
- m) The Technical Bid should not contain any indication of the price related to the Price Bid. In case an indication of such price quoted is included in the Technical Bid, the Bid will be rejected without any reference to the Bidder. No correspondence will be entertained in this regard.
- n) The Price Bid of only those Bidders who are found technically suitable during technical evaluation would be opened. The opening date and time of Price Bids would be intimated to all the technically qualified Bidders to enable them to attend the price Bid opening.
- o) Bids received after Due Date/Time shall not be considered.
- p) If for some reason, the Bid opening or submission date is declared a holiday, then the Bid submission/opening date will automatically stand extended to the same time of the next working day.
- q) AIAHL reserves the right to accept or reject any or all Bids as well as to cancel the Tender, without assigning any reason or without any liability, whatsoever.
- r) If in the price quoted in the Price Bid, there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- s) If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected.
- t) Price bid should be submitted strictly as per Format of Price Bid Annexure "VI"

#### **4. Amendments and Extensions:**

Amendments and Extensions, if any, to this Tender will be hosted on the website of AIAHL at <https://aiahl.in/tenders>. The Bidders are, therefore, advised to visit Air India's website regularly till the date of closing of the Tender. In case there is change in Service Details/ Requirement / Terms & Conditions after release of the Tender but before its Due Date/Time, the Bidders who have submitted their Bids shall have an option to re-submit their Bids, if they choose to do so, within the extension period as may be specified by AIAHL. For avoidance of doubt, it is hereby clarified that the last Bid submitted by the Bidder will be considered as the final Bid.

5. **Tender Fee:** This bid does not carry any Tender fee. The Tender is available for downloading on free of cost basis from e Tender section of AIAHL website <https://aiahl.in/tenders>.

#### **6. Validity of Bid, Prices, Govt. Duties / Levies etc:**

- a. The price quoted by the Bidders shall be valid for a period of 90 (ninety) days from the date of Technical Bid opening. Any Bid whose validity is less than 90 (ninety) days shall be summarily rejected.
- b. The service quantum to be available could vary by more than or less than 25% from that as indicated in the Tender in order to accommodate fluctuations in demand between the date of release of the Tender and the date of award of the Contract. The Bidder has to maintain the quoted/contractual price for this variation in quantity during the Contract Period.
- c. No request for increase in prices shall be entertained during the Contract Period, except on account of increase in GST or any other Government levy, if imposed by the Govt. of India or airport operator charges, provided the Successful Bidder submits a proof of payment for such increase to AIAHL.
- d. The Bidders should commit to pass on the benefit to AIAHL of reduction in statutory taxes, etc, by the Government, during the period of Contract.
- e. During the Contract Period, if for any reason there is a downward revision in the prices, the Successful Bidder shall pass on the benefits of the same to AIAHL.

7. **Schedule for completion of work:** The completion of the actual complete work relating to physical verification, e-fixed assets register, tagging, asset tracking, data entry, reconciliation with the Annexure should be completed within 90 days of receipt of the work order. The vendor must adhere strictly to the implementation schedule.

#### **8. Rejection of Bids (Technical Bid & Price Bid):**

The Bids will be rejected forthwith without any evaluation on the following grounds:

- a. In case both the Technical Bid & the Price Bid is not received in a sealed/closed envelope separately or are received in open condition in the master envelope.
- b. If the Technical Bid and/or the Price Bid has been received after Due Date/ Time of the tender.
- c. If Technical Bid only has been received and the Price Bid has not been received, and vice versa.
- d. If Technical Bid and/or Price Bid have been received by fax or email or in any form other than that mentioned herein instead of in separate sealed / closed covers.
- e. If the Technical Bid and/or the Price Bid have been received unsigned or has not been signed by the authorized signatory of the Bidder.
- f. If the Bid has been submitted without duly filled and signed Bid Security Deposit Form, format of which is annexed herewith as Annexure 'A', in place of EMD.
- g. If any Price Bid or price information is mentioned in the Technical Bid.
- h. If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or the submitted copies are illegible or the material unexplained and/or Bids not received as per the desired formats & Bidding instructions.
- i. In case of any variation, in the documents / data submitted by the Bidder in support of the Technical Bid and in comparison with the original documents during technical evaluation, the Bids of such Bidder would be out-rightly rejected / disqualified during Technical evaluation of Tender and EMD would be forfeited.
- j. If the Bid response is not presented neatly and corrections if any are not duly authenticated with full authorized signatures of the person who has signed the Bid document.
- k. If the price indicated in the Price Bid is Conditional.
- l. If the Price Bid is not submitted in the format as per Annexure 'VI'
- m. In case the Bidder being an MSE unit as specified at Clause 13 of Section A, fails to submit a copy of the relevant MSE certificate and the EMD along with the Technical Bid.
- n. If the Bid has been received without the undertaking of acceptance of all terms & conditions.
- o. The above list is only illustrative and there can be other relevant grounds of rejection of Bids.
  - i. AIAHL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - ii. Suspend and/or cancel the Bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms and conditions relating thereto;

9. Consult with any Bidder in order to receive clarification or further information;
10. retain any information and/ or evidence submitted to the AIAHL by, on behalf of, and/ or inrelation to any Bidder; and/ or
11. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
  - a. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the AIAHL, its employees, agents and advisers, from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

**12. Pre-Bid Meeting:**

- a. The purpose of the Pre-Bid meeting shall be to clarify the issues and to answer questions received from or any matter that shall be raised by the prospective Bidders. The Bidders are advised to send their queries at least two days prior to the date of the Pre-Bid meeting. The queries may be addressed to the Manager, Accounts and Finance.
- b. Text of the questions raised and the responses given, together with any responses prepared after the Pre-Bid meeting, shall be transmitted without delay (without identifying the sources of the question) to all participants of the Pre-Bid meeting and shall also be displayed at AI website ([www.airindia.in](http://www.airindia.in)). Any modifications or alteration to the Bidding documents listed in Tender that shall become necessary as a result of the Pre-Bid meeting, shall be made by AIAHL exclusively through the issue of an Addendum / Corrigendum separately and shall be available for downloading from AIAHL website). No separate press advertisement will be given for the same. Addendum and/or Corrigendum, if any, to the Tender, shall be referred to and taken into consideration by the prospective Bidders. It is the Bidder's responsibility to visit the said website regularly for the aforesaid Addendum / Corrigendum as applicable.
- c. Non-attendance of the Pre-Bid meeting shall not be a cause for disqualification of a Bidder.
- d. Interested Bidders who desire to attend the Pre-Bid meeting shall communicate two days in advance to the Pre-Bid meeting scheduled date to make necessary arrangements for entry passes with names of their representative (only two authorized representative per Bidder), by email to [manager.finance@aiahl.in](mailto:manager.finance@aiahl.in) or [manager-accounts@aiahl.in](mailto:manager-accounts@aiahl.in).

- e. Maximum 2 (two) representatives of each Bidder shall be allowed to attend the Pre-Bid meeting on the date fixed by AIAHL. The Bidder's authorized representatives shall carry an authorization letter as per the format provided under Annexure IV to that effect on the letter head of the Bidder duly signed by the authorized signatory for the Bidder, along with an identity card to attend the Pre-Bid meeting.
- f. Inputs/suggestions/queries submitted by the Bidders as part of the Pre-Bid meeting and otherwise will be given due consideration by AIAHL. However, AIAHL is not mandated to accept any submission made by the Bidder and the final decision will rest with AIAHL.

**13. Modification of Bids:**

- a. The Bidder(s) can modify or withdraw their Bid(s) after the Bid submission but prior to the Due Date/Time for submission of the Bid, provided that written notice of the modification/withdrawal is received by AIAHL prior to the Due Date/Time for submission of the Bid. Last modification by the Bidder shall be final.
- b. In case of modified Bids, the Covers shall carry the superscription of Word "**Modified**" in addition to the superscription required by the Tender. In such a case, the Bidder need not submit the EMD again.
- c. No Bid shall be modified after the Due Date/Time for submission of Bids.
- d. No Bidder shall be allowed to modify/withdraw its Bid during the period after the Due Date/Time for submission of Bids and prior to the expiration of the period of Bid validity. Withdrawal/modification of Bid, during the time period mentioned above, shall result in the forfeiture of the EMD submitted by the Bidder.

**14. Earnest Money Deposit:**

EMD amount is Rs 75,000 ( Rupees Seventy Five Thousand Only).

**15. Exemption / Preference to MSE units:**

- i. As per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.12 by Ministry of Micro, Small and Medium Enterprise 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
  - (1) District Industries Centres (DIC)
  - (2) Khadi and Village Industries Commission (KVIC)
  - (3) Khadi and Village Industries Board
  - (4) Coir Board
  - (5) National Small Industries Corporation (NSIC)

- (6) Directorate of Handicraft and Handloom
- (7) Any other body specified by Ministry of MSME.
- (8) Udyog Adhaar

- ii. 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.
- iii. The MSEs registered with District Industries Centers must submit the **Acknowledgement of Entrepreneur Memorandum (EM) Part-II** along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
- iv. The Micro and Small Enterprises not registered for the particular trade/item for which this tender is relevant, would not be eligible for exemption / preference.
- v. 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.
- vi. The MSEs, 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.
- viii. Exemption from submission of EMD – The MSMEs registered with above mentioned agencies/bodies are exempted from payment of EMD.
- ix. The Successful Bidder (MSME/Non MSME) will be required to submit the Security Deposit as applicable on the Contract value. However, in case of MSME Bidders, the Security Deposit/Bank Guarantee can be submitted on yearly basis renewable every year.
- x. Price Preference- The MSEs registered with above mentioned agencies/bodies for the Tendered Service and quoting price within price band of L1+15% (fifteen per cent) shall also be allowed to supply a portion of requirement by bringing down their price to the price quoted by L1 in a situation where the price quoted by the L1 Bidder (the “L1 Price”) is from other than a MSE and such MSE shall be allowed to supply up to 20 % (twenty per cent) of total Tendered value/service. In case of more than one such MSMEs are in the price band of L-1 + 15% and matches the L-1 Price, the 20% value shall be shared proportionately.
- xi. **Preference for MSEs owned by Scheduled Castes or Scheduled Tribes (the “SC/ST MSE”)** - Within above given 20% (Twenty Percent) quantity, a purchase preference of four per cent (that is, 20 (twenty) per cent out of 20 (twenty) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs, if they participate in the Tender process and match the L1 Price. Provided that, in event of failure of such SC/ST MSE to participate in Tender process or meet Tender requirements and L1 Price, the aforementioned four percent of the Tender

services/value reserved for SC/ST MSE shall be met from other MSEs.

MSEs would be treated as owned by SC/ ST entrepreneurs:

- In case of proprietary MSE, proprietor(s) shall be SC /ST.
- In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.
- In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.

xii. Where any aggregator has been appointed by the Ministry of MSME, themselves to Bid on behalf of some MSE units, such Bids will be considered as Bids from MSE units and all such facilities would be extended to these also.

xiii. An MSE Unit will not get any purchase preference over another MSE Unit.

**MSEs will also be entitled to the payment terms of 45 days credit as against AIAHL's standard payment terms of 60 days credit.**

**Note : Above policy of extending benefits is meant for procurement of goods produced and services only rendered by MSEs and not for any trading activities by them.**

#### **16. Security Deposit / Performance Guarantee:**

- i. The bidder who qualifies for award of Contract will have to furnish a Bid Security with **AI Assets Holding Limited** for **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 is to 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, in favour of the **AI Assets Holding Limited'**, payable at New Delhi.
- ii. In case of submission of Security Deposit by Bank Guarantee, it may please be noted that the original BG has to be forwarded by the Bank directly to AIAHL through registered AD as per the detailed procedure which will be advised to the Successful Bidder. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the successful bidder.
- iii. Security Deposit if provided by way of Bank Guarantee shall be furnished on non-judicial stamp paper of appropriate value and in the prescribed format, as per Annexure III.
- iv. The Security Deposit / Bank Guarantee will be refunded / returned without interest within 60 days of successful completion of services against the Contract after adjusting for damages, if any, that may be imposed under the terms of the Contract.
- v. Validity of the SD / BG would be till 60 days after the scheduled completion of all obligations under the Purchase Order / Contract.

- vi. Security Deposit will be applicable to successful **MSE Units** also.
- vii. In case, Security Deposit is not deposited as per the terms of the Tender and the Contract, before the commencement of the Services, the bills presented by the Successful Bidder shall not be processed for payment till the time the Security Deposit is deposited by the Successful Bidder. In the event the Security Deposit is not deposited by the Successful Bidder within 45 days from the date of award of the Contract, AIAHL reserves the right to terminate the Contract and re-issue a fresh tender for providing the Services under the Contract at the sole risk and cost of the Service Provider.
- viii. In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / Bank Guarantee be invoked.
- ix. Such Security Deposit shall not bear any interest and shall be refunded without interest only on successful completion of the Contract and upon fulfillment of all Contractual obligations after a period of 3 months from the expiry of the Contract Period.

**17. Price Negotiation:**

As a general norm price negotiation are not to be carried out with the bidders. Negotiations, if at all, shall be an exception and may be held for better pricing with the L1 bidder only and with the L2, L3 and so on bidders only in case of split of the Services/Value.

**18. Bid evaluation Criteria:**

18.1 The Selection Committee will thoroughly evaluate the firm details, project experience of the proposed consultants and may require to produce original documents for verification to validate the claims on Project Experience as a firm, and Certifications to establish the quality and competency of the firm.

**I. Technical Bid (Stage 1)**

- a) Only those bidders which satisfy all the conditions for qualification of bidders as per Eligibility Criteria shall be considered eligible for financial evaluation.
- b) The Technical Bids would be first evaluated for compliance. AIAHL reserves the right at its sole discretion to seek whatever information, documents etc. from the Bidder as it may consider necessary for the purpose of evaluation of the Bids.
- c) In the event the Bidder fails to provide any information or documents sought by AIAHL, the Bid of the said Bidder shall be rejected by AIAHL. No correspondence in this regard will be entertained
- d) The Bidders who qualify as per the Technical Bid evaluation criteria as mentioned under Section B, C and D, and other requirements of the Tender would be considered for next stage of Tender process and they would be duly intimated by email.

## **II. Evaluation criteria for Price Bid (Stage 2):**

- a) After evaluating the Technical Bids, AIAHL shall notify the technically qualified bidders, the date, time and place for opening of the Financial Bids.
- b) The Price Bids of only those Bidders who qualify under the Criteria as specified in section B, C and D, and also comply with the other Tender requirements would be opened. The date and time of opening of the Price Bids would be intimated in advance to the Bidders who get qualified in the Technical Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.
- c) Price Bids should be submitted strictly as per the format given in Annexure VI only. The detailed procedure / method of quoting and criteria for evaluation of the Price Bids has been provided in Annexure VI.
- d) The Bidder has to enclose along with the Technical Bid, a blank copy of Annexure VI duly crossed & signed as a confirmation that they have quoted the rates in the 'Price Bid' format exactly as per Annexure VI.

### **19. Award of Contract/agreement, Acceptance, Commencement / Execution:**

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

- i. The Successful Bidder has to convey acceptance of Letter of Intent (LOI)/contract within 7 days of receipt of the same and provide their bank details with a cancelled cheque.
- ii. The Successful Bidder has to commence the Services within 30 days after execution of the Contract/Acceptance of LOI.
- iii. The Successful Bidder shall execute the Contract within 30 days of acceptance of LOI. The cost towards the preparation, negotiation and execution of the Contract shall be borne by the Successful Bidder.

### **20. Fraudulent Practices:**

AIAHL requires that Bidders observe the highest standard of ethics during the Bidding process and execution of contracts. In pursuance of this, AIAHL

- i. defines, for the purposes of this provision, the terms set forth below as follows:
  - a. **"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
  - b. **"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 AIAHL and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive AIAHL of the benefits of free and open competition.
- ii. 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.

- iii. Shall declare a Bidder ineligible and blacklist such Bidder, either indefinitely or for a stated period of time if it at any time, AIAHL determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
- iv. Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent / corrupt practices during the currency of the Contract.
- v. EMD or Security deposit as the case may be, shall be forfeited, in addition to the above mentioned remedies which AIAHL shall have.

**21. Contract Management:**

The contract administration would be the sole responsibility of AIAHL. AIAHL will monitor for day-to-day activities of the Contract as per the terms as may be specified in the Contract.

**22. Errant Bidders:**

In case after Price Bid opening, the L-1 Bidder is not awarded the Tender for reason solely attributable to such L-1 Bidder, for reasons as mentioned in this Tender, thereof leading to retendering, AIAHL shall forfeit EMD paid by such Bidder and such Bidders shall be debarred for a period up to 3 (three) years from participation in the next tender for the subject services as well as against any tender enquiry for any service sought by AIAHL and its sister concerns at all locations. AIAHL further reserves the right to blacklist the Bidder for a period up to 3 (three) years.

**23. Jurisdiction:**

Any Dispute whatsoever arising out of this Tender shall be subject to the exclusive jurisdiction of the courts of New Delhi.

**24. Disqualified Bids:**

Price Bids of the technically disqualified Bidders would be returned to them after finalization of the contract under intimation and against acknowledgement from the Bidders.

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

**25. Zero Deviation:**

- i. Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions. This is a zero deviation Tender and no deviations shall be permitted.

- ii. Bidders are advised to note that taking deviation to following terms and conditions of Tenders shall lead to rejection of their Bids:
- a. Firm/Quoted Price throughout the Contract Period and the extension 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. Service Level Expected (SLE)
  - k. Force Majeure
  - l. Statutory Compliance to Applicable Laws
  - m. Registration of PF & ESIC in the name of Firm
  - n. All the pages of the Tender must be mandatorily signed and stamped by the authorized signatory and along with the supporting documents as asked in the technical bid.
  - o. All documents in support of the Tender must be submitted in accordance with the checklist as per Check sheet attached in this section.
  - p. Any other condition specifically mentioned in the Tender elsewhere that non-compliance of the clause shall lead to rejection of the bid.

**26. Submission of Bill:**

SP shall tender pre-receipted bills for service provided to AIAHL on completion of the assignment. Bill should be as per the format prescribed under the CGST Act.

**27. Payment Terms:**

The agreed contractual fees shall be released within 60 days of successful completion of work on submission of Original Invoice along with Work Completion Certificate duly authorized by AIAHL Officials.

- a. Payment will be made through ECS (Electronic Clearance Service).
- b. Successful bidder is required to submit duly verified Bank Mandate form along with copy of relevant cheque leaf, duly cancelled to enable Accounts to make payment through ECS.
- c. TDS shall be deducted by AIAHL from the payment made against these invoices, as per the applicable laws and applicable rates.

**28. Fall in price clause:**

The successful bidder should pass on any benefits arising due to lower taxation or change in input/raw material cost by virtue of some exemption by government or for any reasons during the course of the contract/order.

### **29. Indemnification:**

- i. The Service Provider shall indemnify AIAHL against any and all liability arising out of any claim, penalty, loss damages or costs actually paid, suffered or incurred by AIAHL pursuant to any injury or death to any person or by reasons of any damage to any property (including but not limited to the Aircrafts) belonging to AIAHL caused by the Service Provider's personnel deployed for the Services. In case, any such amount is not deposited / paid to AIAHL, the same shall be deducted from Security Deposit / Bills / Future payments due to the Service Provider, without prejudice to the other rights available to AIAHL under any applicable law.
- ii. The Successful Bidder shall indemnify AIAHL from any and all liability arising out of any claim/penalty, /loss or damages, including costs (including counsel fees and reasonable legal cost) thereof, arising out of any breach or violation by the Successful Bidder of any provisions of any law, including but not limited to the intellectual property rights whether in India or any other country and labour laws governing the employees of the Successful Bidder.
- iii. The Successful Bidder shall be responsible for any destruction/theft or damage to property and/or illness, injury, including death, that may be suffered by its own employees, contractors or other representatives for whom it is in law responsible.

### **30. Confidentiality:**

The Parties (i.e. the Service Provider and AIAHL) shall at all times keep confidential, all information acquired in consequence of this proposal, except for information which they may be entitled or bound to disclose under compulsion of law or where requested by regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.

### **31. Termination:**

The Contract may be terminated in the following circumstances:

- i. The Contract shall expire upon the expiry of the Contract Period from the date of execution of the Contract.
- ii. In case of unsatisfactory performance or breach of any of the clauses of the contract, AIAHL shall issue a notice of 30 days to the Service Provider to rectify the breach and improve the performance failing which AIAHL shall be at liberty to terminate this Contract by providing 30 days written notice to the Service Provider. In such case, the Service Provider shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account.
- iii. In the event of breach of confidentiality, the Contract can be terminated by AIAHL with a notice period of 1 (one) month.
- iv. Either Party may terminate the Contract, in the event the Force Majeure Event subsists for a period of more than 90 days.
- v. The Parties shall duly comply with their respective obligations during the notice

period and thereafter, shall discharge the obligations arising out of the Contract till the termination.

**32. Exit :**

- i. Notwithstanding the above, AIAHL shall also be at liberty to terminate the Contract for any reason including change in situation/circumstances, etc. by providing a 90 days prior written notice to the Service Provider. The Service Provider shall also be at liberty to terminate this Contract by providing AIAHL with a 90 days prior written notice. In such an event, the terminated party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.
- ii. In case the Service Provider serves the termination notice before exhaustion of 40% of the contract value or quantity, they will be debarred from participating in the immediate next tender for that particular item/service.

**33. Claims for Damages:**

- a. AIAHL shall promptly notify the Service Provider of any claims / deficiency on the part of the Service Provider arising under / out of the Contract.
- b. In case the Service Provider, having been notified by AIAHL, fails to take remedial action within the stipulated time as advised, AIAHL may take a remedial action without any further notice, at the Service Provider's sole risk and cost. AIAHL shall also levy damages / terminate the Contract without prejudice to any other rights which AIAHL may have under the Contract or under any applicable laws.

**34. Force Majeure Event:**

Neither the Service Provider nor AIAHL (collectively "Parties" and individually "Party") shall be in breach of any obligation under the Contract if it is unable to perform that obligation in whole or part by reason of occurrence of Force Majeure Event.

Force Majeure Event means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity, but not including seasonal rains) or events such as a war, strike, riots. The affected Party shall give immediate notice in writing of occurrence of a Force Majeure Event as soon as it occurs (in any case not later than 5 days of information about the occurrence of such an event becoming known to such Party) and shall thereafter keep the other Party informed of the continuation or termination of such event as soon as possible (and in any event within three (3) days of the continuation or termination of such event).

Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall use its best reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force Majeure and shall reasonably allocate its available resources, giving priority to its obligations under the Contract.

The Party so affected shall take all reasonable steps to remedy the failure and reasonably allocate its available resources, giving priority to perform its obligations under the Contract and to keep the other Party informed of the steps being taken to mitigate the effects of an event of force majeure.

If the performance in whole or in part or any obligation under the Contract is prevented or delayed by any reason of subsistence of a Force Majeure Event for a period exceeding 90 (Ninety) days, either Party may at its option terminate the Contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the Contract for delay or breach of Contract, the Service Provider would not be liable for imposition of any such damages so long as the delay and/or failure of the Service Provider in fulfilling its obligations under the Contract solely attributable to the occurrence of a Force Majeure Event.

### **35. Resolution of Disputes and Arbitration:**

- i. Any dispute arising between the Service Provider and AIAHL (Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the Contract or the validity or breach thereof (the "Dispute"), shall first be settled by mutual consultation between the authorized representatives of the Parties. If the Dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has, the same shall be settled and finally resolved by arbitration.
- ii. Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one (1) arbitrator each and the two (2) such appointed arbitrators shall in turn appoint the third (3rd) arbitrator as the presiding arbitrator.
- iii. The arbitration award passed under the arbitration shall be final and binding on the Parties.
- iv. The proceedings of the Arbitration shall be conducted in English language and place of arbitration shall be New Delhi.
- v. Each Party shall bear their own cost with respect to such arbitration.

### **36. Other Terms & Conditions:**

- i. It is further clarified that any Bidder signing the Bid and other documents in connection with the Tender must certify whether he signs as:
  - a) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
  - b) A partner of the firm if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender should

- be signed by all the Partners.
- c) Constituted attorney of the firm, if it is a Company.
  - d) Authorized signatory of the firm
- ii. Issue / submission of Bid form do not necessarily mean that the Bidder is an eligible Bidder .
  - iii. Bidder is advised to quote strictly as per terms and conditions of the Tender and not to stipulate any deviation / exceptions.
  - iv. Our Tender closes on the Due Date/ Time specified in Tender. Bidders must submit their Bids well in time, before the scheduled close date and time of the Tender to avoid any last minute glitches such as postal or courier problems or for any other reasons.
  - v. AIAHL will not entertain last moment request for extension of Due Date/ Time and reserves the right to accept or reject such request for extension at its sole discretion.
  - vi. The Due Date/Time of Tender may be extended at any time prior to the date of closing of Tender. The closing date of submission of Bids may be extended at any time including a fter the scheduled date of closing, at the sole discretion of AIAHL.
  - vii. AIAHL reserves the right to close the Tender / reject any /all Bids at any stage of Tender at its sole discretion, without any additional cost to AIAHL.
  - viii. AIAHL reserves the right not to consider the Bid of any Bidder, blacklist the Bidder for a period of 3 years, if it is determined / noticed at any stage during the Tender process or after Contract Period that the Bidder has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive practice in order to Bid / obtain the Contract. This will also have an impact on other Contracts / POs, the Bidder may have with AIAHL where to AIAHL reserves the right to take appropriate actions as deemed fit, in at AIAHL's sole discretion.
  - ix. AIAHL reserves the right to reject/not consider at its sole prerogative the Bids of such Bidders who have been involved in any litigation with AIAHL in the last 5 years / ongoing litigation or arbitration or have been blacklisted/debarred by any PSU, Govt. bodies.
  - x. Bidders are required to declare if they have any ongoing legal disputes with any government agencies such as Income Tax, EOW etc. In the event of any Suppression/ Misrepresentation of such facts AIAHL reserves the right, at its sole discretion, to take appropriate action as deemed fit including but not limited to disqualification of the bidder and termination of the contract.
  - xi. Any clarifications sought by AIAHL with respect to the Bids submitted by the Bidders will be considered as a part of the Bid and AIAHL reserves the right to seek clarifications at any stage of the Tendering process.
  - xii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
  - xiii. All relevant documents required related to the Services to be provided under this Tender are to be submitted by the Bidders at their own cost.
  - xiv. Bids should be unconditional. Conditional Bids would not be accepted and are liable to be rejected.
  - xv. The terms of the Tender and the Contract are CONFIDENTIAL and anything contained in the Tender shall not be disclosed by the Bidders to any third party in any manner, whatsoever.
  - xvi. Bidder shall give the official mailing address, email and fax numbers to which all correspondences shall be sent by AIAHL. Also in the event the address of the Bidder is changed, the same shall be intimated to AIAHL immediately by the Bidder.

- xvii. AIAHL reserves the right to annul the Tender process and reject any or all the 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 of such annulment/rejection.  
AIAHL further reserves the right to add/delete/modify any one or more of the terms and conditions contained in the Tender or any of the agreements proposed to be entered into by AIAHL with the Successful Bidder.
- xviii. The Near Relatives of employees of AIAHL office who is likely to benefit the Bidder during the award/implementation of Contract 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), Daughter's husband, brothers, brother's wife, sister and sister's husband
- xix. The Bidder should quote the figures as well as in words the rates and amount in figures only as per the Price Bid format given in ANNEXURE 'VI'. The language for filling Tender Documents shall be in English/Hindi. Documents in other languages can be submitted along with a translated copy in English or Hindi, duly notarized failing which the Bids may not be considered. The amount for each item should be marked out and with the requisite total.
- xx. When there is a difference between the rates in figures and in words in Price 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.
- xxi. All rates shall be quoted on the proper form (i.e the Price Bid format) of the Tender alone. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only. The total amounts should be written in figures only. In case

**37. Notices:**

Any notice by one Party to the other pursuant to the Contract, shall be sent in writing to the address specified for that purpose in the Contract.

**38. Interpretation:**

In the event of any difference in the interpretation of any of the clauses of the Contract, the clarification given by AIAHL, New Delhi shall be final and binding.

**39. Expenses:**

Each Party shall bear its own costs and expenses (including legal expenses) associated with the preparation, negotiation and execution of this Contract and any other relevant documents.

**40. 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.

**41. Amendment:**

No amendment, modification, variation or waiver of any provision of this Contract shall be binding or effective unless the same has been made in writing and signed by a duly authorized representative of each of the Parties hereto.

**42. Governing Law:**

This Contract shall be governed by, construed and enforced in accordance with the laws of India.

**43. Jurisdiction:**

Any dispute arising out or in connection with the Contract shall be subject to the exclusive jurisdiction of the Courts of Delhi.

## **SECTION B:**

### **SCOPE OF WORK**

#### **1. General**

- 1.1 Time is the essence of the contract
- 1.2 For the purpose of this bidding document physical assets shall include Plant and Machinery, Office equipment, Furniture and Fixtures, Vehicles, Computers etc.
- 1.3 These fix assets are located at several locations across India. The assets are located at around 35 locations across India.
- 1.4 The bidder may physically inspect the sites before submitting the proposal and understand the scope of work. The bidder will be a single point contact and has to provide the overall solution for the same like Asset Identification, Physical Verification, Asset locations and sub-locations, Asset custodian, Asset Tagging, mapping with FAR etc.,
- 1.5 The cutoff date for physical verification shall be within 90 days from the date of award of the contract and issuance of Purchase order.
- 1.6 It shall be the duty of the successful bidder to communicate the field visit plan along with the details of manpower scheduled for such visit to the nodal officer of AIAHL at least seven days in advance of such field visit.

#### **2. Scope of Work**

The scope of work is broadly classified into two modules, the details of work included in each module are as follows:-

##### **2.1 Module-I**

###### **a) Physical verification of assets**

- 2.1.1 The selected firm should take physical stock of all fixed Assets of AIAHL located at various locations as mentioned above, including and any other assets available in possession of AIAHL.
- 2.1.2 The number of assets to be physically identified and covered are in the range of 60,000-70,000. This is an indicative range and actual number may vary by 10-20%.
- 2.1.3 Physically verify the existence of the assets and create a data bank of all physical assets of AIAHL in digital format.
- 2.1.4 Physically check and certify the condition of the assets viz good, medium, damaged, not in use, scrap etc. The certification of the assets should be done as apparent to a visual eye. Technical certification is not expected.
- 2.1.5 Ensure that all assets are tagged and coded.
- 2.1.6 Reconcile the data bank (number wise) with the data available with AIAHL and report the differences, if any. Suitable adjustment of the excess and shortage are to be provided.
- 2.1.7 A complete report of shortage and excess of the fixed assets is to be prepared separately giving full details of the locations.
- 2.1.8 A complete report of obsolete/unserviceable fixed assets is to be prepared separately giving full details of the locations.

**b) Preparation of fixed asset register**

- 2.1.9 The register shall be prepared for each unit of fixed assets to the satisfaction of AIAHL.
- 2.1.10 Physical verification report is to be confirmed with counter signature and acceptance by the official of AIAHL or its representative present at the location.
- 2.1.11 Items meant for write off should also be included in the list in separate category.
- 2.1.12 The agency has to create separate lists of assets based on classification viz Plant and Machinery, Office equipment, Furniture and Fixtures, Vehicles, Computers, etc.
- 2.1.13 All the work shall be carried out and completed to the satisfaction of the management of AIAHL.
- 2.1.14 Strict confidentiality should be maintained with respect to all aspects of the assignment. Need to hold strict confidence regarding all information obtained and should not disclose any information to others or use such information except required by Law.
- 2.1.15 The Agency shall have to arrange its own transport and accommodation, etc., for their personnel in connection with the work. AIAHL shall not provide accommodation, transportation, etc., to the agency's personnel.
- 2.1.16 Fixed Assets Registers so prepared shall be reconciled with the records available with AIAHL. All constraints and limitations shall be exhaustively explained so that management is able to establish satisfactory improvements and controls going forward on sustained basis.

**2.2 Module II**

**a) Development of methodology and updation of FAR**

- 2.2.1 Develop offline formats, suitable to update the FAR register on continuous basis and methodology to duly reconcile it with the books of accounts of AIAHL.
- 2.2.2 Provide handholding support to officers of the AIAHL in familiarizing with the procedure to update the FAR using the format so developed.
- 2.2.3 Vendor will assign a Project Manager for this project who will interact with assigned Project Manager from AIAHL side for all the requirements and clarifications.
- 2.2.4 Vendor will conduct weekly update meetings with AIAHL to update the status and milestone achievements. The delivery/escalations will lie with the Team Project Manager and the counterpart.

**b) Tagging Methodology**

- 2.2.5 AIAHL wants the Agency to use a bar code/QR code concept and affix the codes to the asset. The codes can be printed on paper and affixing can be done using laminated copies of the codes printed on the paper. The codes shall capture all the necessary details of the asset like type, class, location etc.

### **3. Allocation of Responsibilities for successful execution of work**

#### **3.1 AIAHL Responsibilities**

- 3.1.1 AIAHL team shall share the indicative asset register/asset listing at the start of the assignment.
- 3.1.2 AIAHL team shall coordinate in advance with the respective teams at each location informing the respective In-charge at each location about the Identification & tagging scope and requesting proper support during verification.
- 3.1.3 AIAHL team shall provide one-point contact person, who can co-ordinate the entire assignment on behalf of AIAHL – Management SPOC.
- 3.1.4 Adhere to the project schedule prepared prior to the kick off and subsequently change with mutual consent.
- 3.1.5 AIAHL team shall help the vendor with details that need to be printed on the Tags.
- 3.1.6 Provide guidance, coordination and direction as needed to complete the project.
- 3.1.7 Coordinate with Project Manager to ensure Project Success.
- 3.1.8 Approve changes to Project Scope to adhere to the objectives of the assignment.
- 3.1.9 Responsible for overall implementation of the project within the agreed upon timeframe and project scope.
- 3.1.10 Oversee, control, & review project progress, schedule and quality.
- 3.1.11 Provide day-to-day planning and administration.

#### **3.2 Responsibilities of successful bidder**

- 3.2.1 To physically verify the fixed assets.
- 3.2.2 To suggest methodology for reconciliation/ write-off of the assets.
- 3.2.3 To prepare formats for updation of FAR and the successful bidder shall have to reconcile the updated FAR with the data available with AIAHL.
- 3.2.4 To develop coding scheme for the fixed assets.
- 3.2.5 To hold meeting at regular intervals with the management of AIAHL. The Meeting shall be attended by Financial Expert and Technical Expert as proposed by the bidder during bid submission.
- 3.2.6 To deliver the reports/methodology/scheme etc. in timely manner, as time is the essence of the contract.
- 3.2.7 To compile the fixed assets register having complete details of fixed assets categories and other related information.

**Section C: Technical Bid Format etc:**

**1. PRE-QUALIFICATION CRITERIA/DOCUMENTS & TECHNICAL BID:-**

Technical Bid must be accompanied with the following documents/information:

- Detailed proposal of implementation of the work.
- Detailed profile of the Agency.
- Name of the firm, Address, email and Telephone Number.
- Name of the Contact Person, Telephone/ Mobile / Email.
- Name of the bank (With full address Type of account, Account Number, IFSC Code & RTGS Details).
- Certificate of Incorporation. (Copy to be enclosed)
- PAN /GST registration certificate. (Copy to be enclosed)
- Turn over for last 03 YEARS (Audited P & L Statement copy to be enclosed)
- The bidder should have an average annual turnover of minimum Rs 20 Lacs (Rupees Twenty Lacs only) for the last 3 financials years (FY 2019-20 to FY 2021-22) as per the Audited Financial Statements. Such turnover shall consist of sale of services and other income shall be excluded which calculating this threshold of 40%.
- The Bidder should not have been blacklisted in past 5 years by Govt./BFSI/PSU Govt. Dept./Regulator/statutory body. Bidder must provide a self-declaration for the same.
- The Bidder must have 3 years' experience of assignments of recording, verification, tagging and reconciliation of Fixed Assets.
- The Bidder should have satisfactory completion certificate(s) of at least one similar work with Central Govt/State/P.S.U/Autonomous Institutions etc

**2. Details of Firm's Experience of Similar Services in Govt. /PSU/Govt. Organization [during preceding (3) years ending the financial year 2021-22]**

Sl. No.	Name of the Project	Duration of the Project [Start & End Date]	Name of the Organization / Institute	Nature of the Assignments	Nature of The supporting documents provided

Furnish the copy of the documentary evidence in support of the information provided above. If require, add/append a page in this format

Name of the Firm/Bidder:

**Seal and Signature with date**

**3. Submission of supportive documents/requirements.**

i) Is the EMD Draft/Pay Order enclosed along with the Technical Bid : **Yes/No**

a) If the answer to C(i) is Yes details be provided as under:

Amount	Name of Bank	Demand Draft No. & Date

b) Is the bidder a Micro & Small Enterprises (MSE) and claims Exemption from submission of the EMD : **Yes/No**

c) If answer to C (i-b) is Yes, details be provided as under.

Details of MSE Certificate (Ref. Para 13 of Section "A")

Issuing Agency Name :	
Certificate No. & Date	
Valid upto	
Services covered under Registration certificate	

A copy of the registration certificate as mentioned at C (i-c) above is attached with Technical Bid.

- ii) IT Returns for the Financial Years 2018-2019, 2019-2020 and 2020-21 Yes/No
- iii) Tender document signed, stamped and duly completed in all aspects. Yes/No
- iv) Annual Turnover for previous Financial Years (2019-20, 2020-21 and 2021-22): Rs\_\_(in Lacs)
- v) Copy of Balance Sheet and P&L Account for the Financial Year (2019-20, 2020-21 and 2021-22) duly signed by Proprietor/Director enclosed : **YES / NO**
- vi) Has any Director/Partner/Proprietor been convicted any time by court of law? **YES/NO (If yes, give details).**
- vii) Has your company been blacklisted by any agency of the airport or elsewhere? **YES/NO (If yes, give details)**

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 be enclosed.

**UNDERTAKINGS:(To be agreed and signed by the bidder)**

- i. It is 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/ Income Tax Act etc.) shall be produced for verification/checking of AIAHL or to third party authorized by AIAHL / Law abiding agencies of Govt. of India.
- **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 overwriting are signed .

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

Signature \_\_\_\_\_

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

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

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

**SECTION D:**

**FINANCIAL BID FOR PHYSICAL VERIFICATION AND ASSET TAGGING OF AIAHL ASSETS**

**FORMAT FOR FINANCIAL BID/PRICE BID**

**Physical Verification and Asset Tagging**

<b>Sl. No.</b>	<b>Item</b>	<b>Qty</b>	<b>Basic Price</b>	<b>GST</b>	<b>Total Amount</b>
1	Physical Verification for assets (Paper codes with lamination)	70,000			
		70,000			
<b>Grand Total</b>					

Date & Seal

Signature of the authorized  
Signatory of the firm

**SECTION E: ANNEXURES:**

<b>Annexure :</b>	
I.	Acceptance of Terms and Conditions
II.	Undertaking from Bidders
III.	Format Performance Bank Guarantee /Security Deposit
IV.	Letter of Authorization for Attending Bid opening.
V.	Letter of Authorization for attending Pre-BidConference.

**ANNEXURE I**

**ACCEPTANCE OF TERMS AND CONDITIONS**

1. I/We have carefully gone through and have understood and hereby agree to unconditionally abide by all the terms and conditions, required work scope/service details and specifications governing the Tender.
2. I/we hereby confirm that I/we are authorized to sign Bid documents and the information given in the Tender is true and correct to the best of my/our knowledge and belief and nothing material is concealed.
3. Rates quoted by us in the Price Bid Format will remain firm for a period of 90 days from the date of opening of the Technical Bid.
4. We confirm that the prices/ rates and taxes as quoted by us in the Price Bid are final and no additional Cost shall be applicable to AIAHL. We also confirm that there is no hidden cost to AIAHL over and above those indicated in the Price Bid format.
5. In case AIAHL decides to place contract on us, we agree to maintain our quoted rates firm till completion of the Contract.
6. We confirm that the benefit of reduction in Statutory Taxes/Levies, if any arising during the Contract Period, if awarded in our favor would be passed on to AIAHL wherever applicable.
7. I/we confirm that /we do not have any relative who is an employee of AIAHL or its subsidiaries and is likely to benefit us during the Award/implementation of the Contract.
8. I/we also indemnify that any subsequent detection of direct or indirect beneficiary of any application/award of any contract to any employee of the organization may result in disqualification/termination as the case may be. AIAHL will have the sole discretion to do so and such cases cannot be referred for arbitration.
9. All the Pages of tender duly stamped and signed.

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

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

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

**Name & Designation:-** \_\_\_\_\_

**Company Name & Seal:**\_\_\_\_\_

**ANNEXURE II**

**UNDERTAKING FROM BIDDERS**

I / We ..... confirm that I / we do not have any relative, who is an Employee of AIAHL or its subsidiaries and is likely to benefit us during the Award /implementation of the Contract.

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

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

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

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

**Name & Designation:-** \_\_\_\_\_

**Company Name & Seal:** \_\_\_\_\_

**ANNEXURE III**

**BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,  
The Manager Finance,  
AIAHL,  
Safdarjung Airport,  
New Delhi- 110003

WHEREAS ..... (name and address of the service provider) (hereinafter called "the service provider") has undertaken, in pursuance of contract no..... dated ..... to supply (description of services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we 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 ..... (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 grounds or reasons 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 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 the ..... day of ..... 20\_\_ .....

(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

**ANNEXURE 'IV'**

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

To,  
The Manager Finance,  
AIAHL,  
Safdarjung Airport,  
New Delhi 110003

Subject : Authorization for attending bid opening

Tender No.                      Closing Date: \_\_\_\_\_

Opening Date \_\_\_\_\_ Opening Time \_\_\_\_\_

The following person(s) are hereby authorised to attend the Bid opening for the Tender mentioned above on our behalf.

Sr. No Name E-mail ID Contact No.

Signature I.

II.

Authorised Signatory

Note : 1. Permission for entry to the hall where bids are opened, may be refused in case authorization 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 representatives must carry a valid photo identity.

**ANNEXURE 'V'**

**LETTER OF AUTHORIZATION FOR ATTENDING PRE-BID CONFERENCE**

(To reach on or before date of Pre-bid Meeting)

To  
The Manager Finance,  
AIAHL,  
Safdarjung Airport,  
New Delhi- 110003

Subject: Authorization for attending Pre-bid Meeting

Tender No. \_\_\_\_\_ Due Date: \_\_\_\_\_  
Pre-Bid Meeting Date \_\_\_\_\_

The following person(s) are hereby authorized to attend the pre-bid Meeting for the Tender mentioned above on our behalf.

Sr. No Name Email Contact No.

Signature I.

II.

Authorized Signatory

Note: 1. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

2. The authorized representatives, in their own interest, must reach the venue of bid opening well in time.

The authorized representatives must carry a valid photo identity.