

AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

COVERING LETTER

Subject: Tender for Purchase of "Dry Nitrogen Gas in Quads" for AI Engineering Services Ltd.

1.0 AI Engineering Services Limited (AIESL) invites Quotes / Bids Tender under Two Bids System (Technical Bid & Price Bid) for supply of item(s) as detailed below, **latest by 03 MAR 2023, 17:30 Hrs.**

| S. No. | Item Name (s) | Location | Total Tendered Quantity | Duration of contract |
|--------|---|---|-----------------------------|----------------------|
| 1 | Dry Nitrogen Gas for Aviation use. Quad of 16 cylinders 07 Cubic Meter capacity each. | MMD, AI Engineering Services Ltd., OAP, Santacruz (East), Mumbai. | 6272 Cubic Meter (56 quads) | Six Months |
| 2 | Dry Nitrogen Gas for Aviation use. Quad of 16 cylinders 07 Cubic Meter capacity each. | NEC, FSS Hangar, Baman Wada, Vile Parle (E), Mumbai. | 4704 Cubic Meter (42 quads) | |

1.1 The Two Bid Tender Documents comprise of the following Annexures:

| Sr. No. | Annexure | Details |
|---------|-----------------|---|
| 1 | Covering Letter | Details of tender procedure and the Disclaimer |
| 2 | Annexure A | General Terms and Conditions governing this tender |
| 3 | Annexure B | Bidder's Details |
| 4 | Annexure C-I | Technical Bid Criteria |
| 5 | Annexure C-II | Product details, Quantity, Specification, Delivery Schedule |
| 6 | Annexure D | Price Bid |
| 7 | Annexure E | Acceptance of Terms and Conditions |
| 8 | Annexure F | Undertaking from Bidder |
| 9 | Annexure G | Bid Security Declaration Form |
| 10 | Annexure H | Letter of Authorisation for Bid opening |

2.0 TENDER PROCEDURE

- This tender is strictly a **Two Bid Tender** i.e. Technical Bid and Price Bid. **Both the bids are to be sent in separate sealed envelopes to the office of Mr. Khalid Sabri, Sr. AGM, MMD, EFD Building, AIESL, Old Airport, Kalina, Santacruz (East), Mumbai – 400 029, Maharashtra, India, or can be dropped in Tender Box located at the same address and marked as "MMD Tender Box" only. No other mode of submission will be acceptable.**
- The close / due date for submission of bids may be extended at any time, including after the scheduled date of closing, at the sole discretion of AIESL.
- Amendments or extension of the close / due date, if any, to this tender will be informed via e-mail and hence, prospective bidders are advised to check their e-mails regularly till the date of closing of the tender. Unable to acknowledge the amendments if any, cannot be an excuse for seeking extension.
- In their own interest, bidders are advised to submit bids, well before the close date / time of tender in order to avoid any last moment glitches. AIESL will not entertain last moment request for extension of close date and time and reserves the right to accept or reject any such request at its sole discretion.

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DATE : 09 FEB 2023

COVERING LETTER

- 2.5 Changes in the bid response after the close date and time of the tender will not be permitted
- 2.6 The submitted bid response can be withdrawn only before the close date and time of the tender.
- 2.7 The date and time of opening of bid is declared in the tender document and the same is subject to be rescheduled at the sole discretion of AIESL.
- 2.8 If the bidder intends to attend the bid opening as per the scheduled date and time, then the bidder needs to intimate AIESL through an email. The bidder or their authorized representatives (maximum two) who carry the Email and Letter of Authorization as per 'Annexure H' would only be permitted to attend the opening of bids.
- 2.9 Tender Fee: There is no fee for the Tender Documents.

DISCLAIMER

- The information contained in this tender document or / and any information pertaining to the aforesaid subject matter provided subsequently to the applicants / bidders in any form by AIESL, shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AIESL, prior to award of the Tender.
- 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 document. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AIESL, do not purport to contain all / exhaustive information on the aforesaid subject matter that each applicant may require for the purposes of submitting their bids.
- The assumptions, assessments, statements and information contained in this tender document may not be complete, accurate, adequate or correct. Each bidder should, therefore, 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 document and shall obtain independent advice from appropriate sources at no cost to AIESL.
- The information provided in this tender document 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.
- AIESL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- AIESL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance by any applicant / bidder upon the statements contained in this tender document.
- AIESL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender document, from time to time till close date of tender.
- The tender document does not imply that AIESL is bound to select a bidder or to appoint the selected bidder, as the case may be, and AIESL, reserves the right to reject all or any of the proposals without assigning any reason whatsoever at any time. The bidder shall bear any and all its costs associated with or relating to the preparation & submission of its proposal / bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIESL or any other costs incurred in connection with or relating to its proposals. All such costs and expenses shall remain with the bidder and AIESL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation for submission of the proposal, regardless of the conduct or outcome of the bid selection process as contained herein.



3.0 General Terms and Conditions

- 3.1 'AIESL' as used in the Tender document means 'AI Engineering Services Limited'.
- 3.2 The "Bidder" and / or "Party", as used in the Tender document, is one who has submitted the quotation in response to our tender document.
- 3.3 It is further clarified that any individual signing the tender or other documents in connection with the tender must certify whether he signs as:
- i) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
 - ii) A partner of the firm if it is a partnership must have authority to refer to arbitration and 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.
 - iii) Constituted attorney of the firm, if it is a Company.
 - iv) Authorised signatory of the firm.

4.0 Submission of BIDS:

4.1 Technical Bid:

- 4.1.1 Bidders are advised to study carefully, the Terms & conditions as given in this tender document and submit their technical bid (Annexures B, CI & CII) accordingly.
- 4.1.2 Bidders are required to download all the Annexures. Wherever applicable the Annexures are to be duly filled-in with the required details. The filled-in annexures and supporting documents if any, need to be submitted along with the technical bid. **Submission of required Annexures is mandatory.**
- 4.1.3 The Technical Bid should not mention any rates / prices. If it is found that the prices are a part of Technical Bid, then the quotation / bid would be "Disqualified" and would not be considered. Please do not submit Annexure 'D' along with Technical Bid. It should be submitted separately as Price Bid.
- 4.1.4 Bidders are required to give their acceptance of the terms and conditions as per Annexure E. Any deviation, as allowed in the tender document from the terms and conditions, must be clearly spelt out in the Technical Bid.
- 4.1.5 Any other deviation in the specifications or tender's terms and conditions must be communicated to the concerned buyer / user for acceptance of the same, prior to submission of the bid depending on the merit of the case. AIESL reserves the right to accept or reject the deviation. In case, the deviation is accepted, the tender document will be amended accordingly. The bidder should submit their bid in line with the tender document only or else the same would be liable for rejection.
- 4.1.6 The Technical bids will be opened as per the details mentioned in header section of Tender's covering letter. If for some reason, the tender opening date is declared a holiday by AIESL (at the station issuing the tender), then the tender close / open date will automatically stands extended to the same timings of the next working day.
- 4.1.7 However, AIESL reserves the right to change this date of opening at its own discretion. In such a case, the date and time of opening of the bids will be intimated separately by an email to all the participating bidders.
- 4.1.8 All the supporting documents, as specified in the tender document, that are required for compliance of bid must be submitted with the Technical bid.
- 4.1.9 AIESL reserves the right to call for the original copies of the attached / submitted documents in the technical bid for verification purpose during the evaluation stage. The Technical Bids would be evaluated for compliance in accordance with the tender document. The User Department of AIESL reserves the right at its sole discretion to seek clarification for shortcomings in information/documents from the bidders as deemed necessary for the purpose of evaluation of the bids.

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MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

ANNEXURE - A

4.1.10 For any clarification, please contact the following official.

Mr. Khalid Sabri, Sr. Asst. Gen. Manager, MMD, Engg. AIESL, Tel: **26263802**, email: **khalid.sabri@aiesl.in**

The Price Bids of only those bidders who are technically qualified would be considered for the next stage.

4.2 Price Bid:

- 4.2.1 While submitting the Price Bid (Annexure D), bidders are requested to study the information provided for each line.
- 4.2.2 Bidders are required to quote for the entire tendered quantity.
- 4.2.3 Nett price to be quoted with clear bifurcation of Basic Price, applicable taxes / additional charges if any. Any request to add such taxes / charges on the quoted price will not be accepted later on. Bidders are therefore requested to be very careful and ensure that the GST component is properly filled up while submitting the price bid.
- 4.2.4 Any other additional charges, if applicable, should be factored in your price bid.
- 4.2.5 Conditional discounts, if any, will not be taken into consideration in arriving at the lowest landed cost of the item.
- 4.2.6 AIESL will not accept inclusion of any additional costs, if requested for, after closing of the tender.
- 4.2.7 Submission of incorrect or incomplete information or with arithmetical errors in compilation of the data would be at the bidder's sole risk. The decision of AIESL in such cases would be final and binding.
- 4.2.8 The Price Bid of only those bidders who qualify under the "Eligibility Criteria" as specified and comply with the other Tender requirements, as specified in the tender document, would be opened.
- 4.2.9 The date and time of opening of the price bids will be intimated separately to all the bidders who have been qualified in the Technical Bid Evaluation process. Those bidders, who intend to participate in the price bid opening, need to intimate the concerned buyer through an authorized e-mail and have to submit the Letter of Authorisation as per Annexure H.

5.0 CONTRACT PERIOD:

- 5.1 The Period of Contract would be six months from the start date of the Contract, for the quantity as specified in the tender document.

6.0 AMENDMENTS / EXTENSIONS:

- 6.1 AIESL reserves the right to, amend any part / terms and conditions of the tender / extend the due date at its sole discretion.
- 6.2 Amendments, corrigendum, if any, and any extensions of the due date of opening of the Bids, as per the requirements of AIESL, will be intimated by e-mail. No separate NIT (Notice Inviting Tender) would be published in newspapers / print media. It is the Bidders' responsibility to check their e-mails regularly for the aforesaid updates / extensions as applicable.
- 6.3 In case there is change in any 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 resubmit their Bids, if they choose to do so, within the extension period as may be specified by AIESL.

For avoidance of doubt, it is hereby clarified that the last Bid submitted by the Bidder will be considered as the final Bid.

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MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

ANNEXURE - A

7.0 Validity of Quotation, Prices, Govt. Taxes / GST

- 7.1 Quotations should be valid for a period of 90 days from the date of opening of Technical Bid.
- 7.2 The quantity to be ordered could vary by +/- 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 issue of the Contract. The bidder has to maintain the quoted / contractual price for this variation in quantity during the contract period.
- 7.3 The price offered / agreed should remain firm till completion of the contract.
- 7.4 No request for increase in price shall be entertained during this period except on account of increase in GST or any other Government levy, if imposed by the Govt. of India. Proof of payment for such increase is to be submitted to AIESL by the successful Bidder.
- 7.5 The Bidders should commit to pass on the benefit to AIESL of reduction in statutory taxes, etc. by the Government, during the period of validity of the Contract.
- 7.6 During the contract period, if for any reason there is a downward revision in prices, the successful bidder will be responsible for passing on the benefits to AIESL.
- 7.7 Increase in Govt. Taxes / GST etc. or any new levies, if imposed by the Govt. of India / State Govt. / Local Bodies, during the contract period will be borne by AIESL, if requested for, by the Successful Bidder/s. However, such request will be considered only if it is substantiated with copies of valid documentary proof of the same and only if the bidder/s has quoted their rate giving the break-up of Govt. Taxes / GST in their price bid.

8.0 QUANTITY, LEAD TIME & DELIVERY SCHEDULE:

- 8.1 The quantity mentioned in the tender is our estimated requirement. This quantity may increase or decrease based on change in our requirements up to +/-25% during the contract period. AIESL is not committed to uplift the entire quantity mentioned in the tender / order.
- 8.2 Delivery Schedule given in the tender is on provisional basis. Any minor / nominal changes will have to be agreed to. In case of any major deviation, the same will be rescheduled on mutually agreed terms.
- 8.2.1 Delivery of Quads to be supplied within 3 days of call offs from MMD only.
- 8.2.2 Supply of filled Quads will be against equivalent number of empty quads.
- 8.2.3 Collection of empty Quads from respective location will be done after supply of filled Quads.
- 8.2.4 Supply without call offs will not be accepted at any cost.
- 8.2.5 Call offs will be strictly through e-mail / Purchase Order.
- 8.2.6 Supply quantity should not exceed the total quantity given in PO. Any excess quantity (+25%) required will be allowed after approval from MMD, without which AIESL will not admit claim for such supplies.

9.0 Benefits / Preference for Micro & Small Enterprises (MSEs):

- 9.1 As per Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification No.503 dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of govt. of India, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.
 - (a) District Industries Centres (DIC)
 - (b) Khadi and Village Industries Commission (KVIC)
 - (c) Khadi and Village Industries Board
 - (d) Coir Board
 - (e) National Small Industries Corporation (NSIC)

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MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

ANNEXURE - A

- (f) Directorate of Handicraft and Handloom
- (g) Udyog Aadhar Memorandum
- (h) Any other body specified by Ministry of MSME.

- 9.2 MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the particular tendered item along with their bid.
- 9.3 The MSEs registered with District Industries Centres must submit the 'Acknowledgement of Entrepreneur Memorandum' (EM) Part-I, along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
- 9.4 The Micro & Small Enterprises not registered for the particular trade / item for which the tender is relevant, would not be eligible for exemption / preference.
- 9.5 The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.
- 9.6 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.
- 9.7 The Security Deposit clause will be applicable to MSME vendors. However, in case of MSME vendors the SD / BG can be submitted on yearly basis, renewable every year (Applicable in case of contracts of validity period more than 12 months).
- 9.8 **Price Preference** - The MSEs registered with above mentioned agencies / bodies for the tendered item and quoting price within a price band of L1 + 15 % shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from other than a MSE and such MSE shall be allowed to supply up to 25 percent of total tendered quantity. In case of more than one such MSEs in the price band of L1 + 15% and matching the L1 price, the supply shall be shared proportionately (tendered quantity). In case of split tender quantity, the following shall apply -
- a) L1 bidder whether MSE or non-MSE i.e. irrespective of his status shall be awarded the quantity as per declared ratio eligible for L1 bidder.
 - b) MSEs in the price band of L1 + 15% and matching the L1 price will be awarded 25% of the tendered quantity equally from the declared ratio of the L2 bidder. The balance quantity will be awarded to L2 bidder provided they match the L1 price.

For example: If split ratio of 60% to L1 bidder and 40% to L2 bidder then:

- a) 60% of the tendered quantity will be awarded to the L1 bidder irrespective of his status of being an MSE or a Non MSE.
- b) All MSEs in the L1 + 15% price band and matching L1 price shall be awarded 25% of the tendered quantity equally from the 40% of the L2 bidder.
- c) The balance tendered quantity will be awarded to L2 bidder, provided they match the L1 price.
- d) In case the MSEs do not match the L1 price then the 40% of the quantity will go to the L2 bidder provided they match the L1 price.
- e) If the L2 bidder does not match the L1 price then the entire tendered quantity will be awarded to the L1 bidder.

9.9 **Preference for MSEs owned by Scheduled Castes or Scheduled Tribes –**

Within this 25% (twenty-five percent) quantity, a purchase preference of 25% (twenty five percent i.e. 6.25% of the total tendered quantity) 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, Twenty five percent sub-target shall be met from other MSE.

9.10 **Preference for MSEs owned by Women.**

A provision of 3% reservation is offered for women owned MSMEs within the above mentioned 25% (twenty five percent).

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MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

ANNEXURE - A

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

9.12 MSEs will also be entitled to payment terms of 45 credit days as against AIESL's standard payment terms of 60 days credit.

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

10.0 Benefits to Start-up-companies:

10.1 In line with GOI policy to encourage start up units (whether MSME or Non-MSME), AIESL would relax by 50%, the prior Experience and prior Turnover criteria to such units having "Certificate of Recognition" i.e. Start-up units AND will be given relaxation of 50% from the stated experience and Turnover criteria as mentioned in the tender document.

10.2 Please note that the Start-up company should have a valid 'Certificate of Recognition' issued by the relevant ministry, as on close date of the tender. Bidders who have applied for or if their certificate is under process will not be eligible for this relaxation.

11.0 Security Deposit / Performance Bank Guarantee :

11.1 The Bidder/s who qualify for award of Contract will have to deposit with AIESL 5 % (Five percent) of the total value of the Contract, as Security Deposit (SD) within 2 weeks of receipt of the Contract. This SD will be free of interest. In case, the SD is not deposited in time, the bills shall not be processed for payment till the SD is paid.

11.2 The SD is applicable to all bidders including MSME's. The Security Deposit is to be paid by way of Account Payee Demand Draft, banker's Cheque, ECS, Bank Guarantee issued from any Commercial Bank, Fixed Deposit Receipt from any Commercial Bank for an equivalent amount in favour of AI Engineering Services Limited and payable at Mumbai.

11.3 It may please be noted that the original BG has to be forwarded by the Bank directly to AIESL 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/s.

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

11.5 Security Deposit / Bank Guarantee is to be furnished on non-judicial stamp paper of value not less than Rs. 100/- (Rupees One hundred only) and in the prescribed format, which will be provided to the successful bidder/s.

11.6 The Security Deposit / Bank Guarantee will be refunded / returned without interest after adjusting for penalties and applicable deductions, if any, that may be imposed under the terms of the Contract.

11.7 Validity of the BG would be for an additional period of 60 days after the scheduled completion of all obligations under the Contract.

12.0 EVALUATION CRITERIA:

12.1 Technical Bids :

12.1.1 The Technical Bids (Annexure B, Annexure C-1 and C-II) would be first evaluated for compliance. AIESL 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.

Note: Please ensure that Prices should not be mentioned in the technical bid. If it is found that the Prices are submitted in the technical bid, the quotation / bid would be "Disqualified" and will not be considered.

AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

ANNEXURE - A

12.1.2 The bids of only those bidders whom AIESL considers qualified at this stage would be considered for opening of Price Bids.

12.2 **Price Bids:**

12.2.1 The Price Bids (Annexure D) of only those bidders who qualify as per the requirements of Technical Bid, i.e. covering Letter, Annexure B and Annexure C (Annexure C-I & Annexure C-II) would be opened. The date and time of opening of the Price Bids would be intimated in advance to the bidders who have qualified in the Technical Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

12.2.2 **Quality inspection and Rejection after release of contract / Purchase Order:**

Supplies not meeting the specification / parameter / quality and or deficient in any other respect like improper packing etc. would also be liable for rejection at the time of inspection and returned to the vendor at their cost.

13.0 **METHOD OF ARRIVING AT L1 BIDDER (Award Criteria):**

13.1 Nett price to be quoted with clear bifurcation of **Basic Price, applicable taxes / additional charges** if any that may be applicable at the location of delivery indicated by us in Annexure 'B'.

13.2 Bidders are required to quote prices for the location as specified. Also bidders are required to fill Annexure D (Transportation Format) and submit it as a price bid attachment.

(Note: Annexure D should not be attached along with Annexure B, C-I and C-II). L1 would be arrived on total landed cost basis, as defined below:

Location 1 – MMD, AIESL, OAP, Kalina, Santacruz (East), Mumbai - 400 029 - L-1 bidder will be decided on the basis of "Nett landed price per 224 cubic meter of Dry Nitrogen Gas inclusive of all costs / taxes / GST, Transportation charges (As per Annexure D) if any at AIESL Premises, Mumbai" quoted by the bidder.

Location 2 – New Engineering Complex (NEC), FSS Hangar, Baman Wada, Vile Parle (East), Mumbai - 400 029 - L-1 bidder will be decided on the basis of "Nett landed price per 224 cubic meter of Dry Nitrogen Gas inclusive of all costs / taxes / GST, Transportation charges (As per Annexure D) if any at AIESL Premises, Mumbai" quoted by the bidder.

13.3 Un-conditional Discounts, if any offered, will also be duly taken into consideration while arriving at the lowest landed cost. However, conditional discounts, if any, will not be taken into consideration while arriving at the lowest landed cost of the item.

13.4 **Micro & Small Enterprises (MSEs)** Units will be given **Benefits / Preference** as detailed at Para 9 of Annexure A.

13.5 If any bidder has any query on the above, please get the same clarified before submission of your bids. Your query may be addressed to khalid.sabri@aiesl.in

14.0 **Distribution of Business :**

14.1 Since the tendered item is required for AIESL aviation use and the requirement is critical in nature, AIESL will retain the option to place contract on more than one bidder. In such case L-2 bidder will be required to match the "Total landed cost for each line item for supply of safety shoes inclusive of all



costs / taxes / GST, Transport charges, if any at AIESL Premises, Mumbai " with L-1 bidder and the business between L-1 bidder and L-2 bidder will be distributed in the ratio 60:40. However, in no case, L-2 bidder will demand the shifting of business more than 40% at any point i.e. during tender finalizing process or during the contractual period.

- 14.2 However in the event of L-1 bidder failing to comply with the delivery schedule and not meeting the requirements, AIESL at its discretion may award more business to L-2 bidder.
- 14.3 Also in the event of L-2 bidder failing to meet requirements during the contractual period a part of business awarded to L-2 bidder may be awarded to L-1 bidder.
- 14.4 In case the L2 bidder does not match the L1 price, then the entire tendered quantity will be awarded to the L1 bidder.

15.0 Price Negotiation

As it is not the general norm for AIESL to carry out price negotiations following evaluation of the Price bids, bidders are advised to submit their best quotes in response to this tender. AIESL, however, reserves the right to carry out negotiations in exceptional cases with the bidder who has been evaluated by AIESL as having offered the lowest bid in response to the tender.

16.0 Penalty Clause:

16.1 Penalty for Delayed Deliveries:

The tendered item is required for the purpose of AIESL's use. Timely delivery therefore, is of utmost importance. In case of delay in delivery, penalty for late delivery will be charged at the rate of 0.5% per week after One month, on pro rata basis or part thereof of the value of the undelivered portion of the goods (excluding taxes and delivery charges) subject to a maximum of 10% of the value of the undelivered part. In the event of continued delayed supply, AIESL reserves the right to cancel the Contract, and to take appropriate necessary action in its interests.

16.2 Penalty for Substandard / defective Quality / Short supply:

At the time of delivery / acceptance of the item / goods if it is found that the items / goods so delivered are not as per the specifications given in the Contract / Purchase Order then AIESL reserves the right to reject the entire lot and get the entire quantity replaced free of cost by the bidder. The standard penalty for delayed supply @ 0.5% per week or part thereof, subject to maximum of 10% would be applicable from the original delivery schedule.

- 16.3 However, in case of exigencies where such items are required to be accepted in spite of deviations from the specifications of the Contract / PO, then depending on the extent and nature of the deviations, such consignments may be accepted at the sole discretion of AIESL, by imposing an appropriate penalty subject to a maximum of 15% of the invoice value of the lot.
- 16.4 In case of any complaint on the quality issue at the time of use of the items / goods by AIESL, or any other stakeholders of AIESL after acceptance of the delivery, then depending on the nature and extent of the deficiency, AIESL reserves the right to impose an appropriate penalty on the total value of the lot supplied, subject to maximum of 15% on the invoice of the consignment / lot.
- 16.5 In the event, product supplied is found to be continuously deviated from specification etc., AIESL reserves the right at its sole discretion to cancel the contract / Purchase Order, and to withhold payments for such shipments that have not been accepted.

AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

ANNEXURE - A

17.0 Payment Terms:

- 17.1 Duly certified invoices to be submitted to Invoicing section along with Proof of Delivery (POD).
- 17.2 Payment will be made within 60 (Sixty) days from the date of receipt of the materials / original invoice, whichever is later.
- 17.3 Payment will be made through respective Regional Offices of AIESL, where delivery is made, preferably through ECS (Electronic Clearance Service) mode for all undisputed amounts. Cheque will be issued only in the absence of ECS. (Successful bidders will have to provide the Bank details and a photo copy of a cancelled cheque for our reference and records).
- 17.4 The following Bank details for reference and record are to be provided by all Bidders including the Successful Bidder for the ECS mode of transfer:
Account Name
Name of the Bank
Branch Name
Account Number
Bank Code / MICR No.
IFSC Code
- 17.5 TDS shall be deducted by AIESL from the payment made against these invoices, as per the applicable laws.

18.0 Deviation / Loading Criteria:

- 18.1 AIESL's standard payment terms are 45 days credit for non MSME bidders and 30 days credit for MSME bidders. If the bidder asks for early payment against AIESL standard payment terms, then the price bid of the bidder would be loaded @ 10% per annum on the landed price, calculated on pro-rata basis.
- 18.2 Advance payment terms will not be entertained.
- 18.3 In case of deviation with regard to delivery period, beyond a pre-defined tolerance, the price bid of the bidder would be loaded @ 0.5% per week or part thereof on the landed price.
- 17.4 Deviation / Loading criteria clause is meant only for calculation purpose to arrive L1. This does not mean deviation is accepted.
- 18.5 Any deviation other than given above is not allowed in this Tender.

19.0 Rejection of Supplies

- 19.1 If supplies are found to be defective, short supply or not conforming to the specifications / requirements, it may result in rejection of entire supply without any liability on AIESL and a fresh supply will have to be made IMMEDIATELY and FREE OF COST in order to sustain the operations of AIESL. Penalty would be applicable as stated in Penalty Clause.

20.0 Documentation: All relevant documents required for supplying / shipping the item should accompany the supplies.

21.0 Lead Time: Lead Time with reference to the Delivery Schedule as specified in the tender document is to be adhered to, by the bidders.

22.0 Inspection Clause:

22.1 Inspection of bidders' facilities at the time of evaluation of the Technical Bids: AIESL reserves the right to inspect at its cost the production facility / facilities of the bidders in order to assess their

AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

ANNEXURE - A

infrastructure and capability to produce and deliver in accordance with the delivery schedule as indicated in this tender. The decision of AIESL in such case shall be final and binding.

22.2 Inspection of the facility of the bidder who has been awarded the Contract / Purchase Order :

AIESL further reserves the right to inspect the production facility of the bidder, who has been awarded the Contract / Purchase Order, in order to confirm consistency of quality of the items as produced for AIESL. Rejections, if any, arising during such inspections would have to be destroyed by the bidder in the presence of the AIESL officials carrying out the inspection.

23.0 Exit/Termination: The Contract / Purchase Order may be terminated under the following circumstances:

23.1 AIESL may at any time terminate the Contract with immediate effect by giving written notice to the Bidder, if Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to AIESL. In this case no compensation shall be made available to the bidder.

23.2 In case of unsatisfactory performance or breach of any of the clauses of this contract, AIESL would issue a notice of 30 days to the party to rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate the agreement by providing another 30 days written notice to the party. The party shall not have any right to dispute or question the judgment of unsatisfactory performance of the party.

23.3 If there is a change in AIESL's requirement or if the need of the tendered item no longer exists due to the change in operational requirements, the Contract / Purchase Order shall be terminated by AIESL with 90 days written notice. The successful bidder shall also be at liberty to terminate the contract by providing to AIESL a 90 days written notice. In such 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 obligation arising out of the agreement till the termination.

23.4 In case the vendor serves the termination notice before exhaustion of 40% of the contract value or quantity, they will be debarred from participating in immediate next tender for that particular item / service.

23.5 In case the L-1 vendor backs out, either before issue of the Contract / Purchase Order / Letter Of Intent (LOI), or subsequent to its issue, the L-1 bidder will be debarred from participating in the next tender for the subject item and in case of repeated back out, the vendor will be blacklisted for a minimum period of 3 years. In addition, the EMD / SD of the vendor would also be forfeited.

24.0 REJECTION OF BIDS : The submitted Bid will be rejected on the following grounds:

24.1 The bidder has to submit the physical Bids. Bids received in any other form will be out rightly rejected.

24.2 If it is found that Technical Bid contains the price bid, such bid will get rejected.

24.3 Tenders, received without required information and relevant documents as per the eligibility criteria are liable to be rejected. However, AIESL reserves the right at its sole discretion to seek whatever information, documents etc. from the bidders as it may consider necessary for the purpose of the technical evaluation.

24.4 In case of any variation, in the documents / data declaration submitted by the Bidder in support of the Technical Bid and in comparison with the original documents, the Bids of such Bidder would be out rightly rejected and would be disqualified during Technical Bid evaluation of Tender.

24.5 Conditional Bids are liable for rejection. Decision of AIESL in such case shall be final and binding.

AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

ANNEXURE - A

25.0 Important points to be noted while submitting the Price Bid:

- 25.1 AIESL will not accept inclusion of any additional costs, if requested for, after opening of the tender.
- 25.2 Increase in Govt. Taxes / GST etc. if any, that may be applied by the Govt. of India, after the award of the contract, will be borne by AIESL, if requested for, by the bidder, subject to the bidder providing documentary proof of the same.
- 25.3 In case of any decrease in Govt. Taxes / Levies / GST etc. by the Govt. of India after award of the contract, the benefit of the same should be extended to AIESL by the bidder.
- 25.4 In case of any complaint regarding quality received from user department, supplier would be liable for compensation / damages, if any.
- 25.5 Submission of incorrect or incomplete information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of AIESL in such cases would be final and binding.

26.0 Other Terms & Conditions:

26.1 Force Majeure:

- 26.1.1 The Bidder / Successful Bidder /AIESL (herein referred to as Party / Parties) shall not be liable for, nor be in default by reason of any failure or delay in discharge of its obligations under this Tender / Contract, where such failure or delay is caused by any act, including but not limited to any act of God, action or inaction of government authorities, fire, flood, gales, storm, lightning, earthquake, explosions or other catastrophes, accidents, weather, power failure or shortage of power, riot, war (declared or undeclared), warlike operations, act of terrorism, boycott, embargo, rebellions, sabotage, epidemics, quarantines, lock out, restrictions on travel based on travel advisories of any governmental entity, unavailability of the usual means of transportation, hostilities, revolution, civil commotion or public disorder or any other cause beyond its control.
- 26.1.2 The Party encountering and affected by such causes and event shall inform the other in writing immediately of such an occurrence event and shall use its best reasonable efforts to minimize the economic and other effects and rectify as soon as possible any harm or delay created thereby shall reasonably allocate its available resources, giving priority to their obligations under this Contract.
- 26.1.3 For the avoidance of any doubt it is clarified that, payment obligations of AIESL shall be excused due to an event of Force Majeure.
- 26.1.4 Interpretation: In the event of any difference in the interpretation of any of the clauses of the Contract / Purchase Order / Agreement and / or the Tender documents, the clarification given by General Manager (SS), AIESL shall be final and binding.
- 26.1.5 Arbitration: Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be resolved amicably by mutual consultation. If an amicable settlement is not forthcoming and dispute is not resolved within 21(Twenty-One) days, from the date when mutual consultation started, recourse may be taken to settlement of disputes through arbitration as per the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties.
- 26.1.6 Jurisdiction: Any dispute whatsoever shall be subject to the jurisdiction of the courts of Mumbai only.
- 26.1.7 Intention to Quote: You are requested to confirm your intention to quote / regret via e-mail.

Sr. A.G.M.
(Materials Management)

AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

ANNEXURE –B

| S. No. | Required Details | To be filled by the Bidder |
|--------|--|----------------------------|
| 1 | Name of the Company | |
| 2 | Status of the Bidder – a) Whether a Firm(Proprietary, Partnership), Company, Corporation, Registered Society b) If the Bidder is a partnership firm then please state whether the signatory has the authority to refer to arbitration, any disputes concerning the business of the partnership agreement or a power of attorney. c) If the Bidder is a Company incorporated under the Companies Act, 1956 / 2013, then the signatory should have the authority to submit the bid on behalf of the said Company and refer to arbitration disputes arising under this Tender and / or Contract by a power of attorney board resolution. | |
| 3 | Company office Address of the bidder | |
| 4 | Name of the Contact Person Designation Telephone no. / Mobile no. Email Address | |
| 5 | GST registration number | |
| 6 | PAN Card Number | |
| 7 | Copy of valid certificate of registration with agencies / bodies as mentioned under the Clause 'Benefits / Preference for Micro & Small Enterprises (MSEs)' must be submitted. | |
| 8 | Please specify the details of the registration certificate:- Registration Certificate No. Date of Issue Valid Up to Item covered under Registration Certificate | |
| 9 | Do you have any ongoing disputes with any Govt. or statutory agencies? * | |
| 10 | Is the bidder a MSE unit owned by a person belonging to Scheduled Caste or Scheduled Tribe | |
| 11 | Relaxation to Start-up companies (whether MSME or Non-MSME) as per clause 10.1 of tender terms will be given provided they submit the 'Certificate of Recognition' as mentioned in clause 10.2 under heading 'Benefits to Start-up companies' in tender terms. a) Are you a Start-up Company b) If yes, Certificate of Recognition to be attached. | |
| 12 | Any other relevant information | |

(*) – if Yes please provide details.

AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

ANNEXURE –CI

TECHNICAL BID CRITERIA (Mandatory Minimum Eligibility Criteria) Technical Bid Evaluation

Bidders who fulfil the following eligibility criteria, requirements, and submit documentary proof thereof along with the Technical Bid, will only be eligible for evaluation of the technical bids. Bidders are required to indicate the compliance status for each of eligibility criteria by stating Yes or No. The documentary evidences as required be attached with this Annexure duly page numbered in sequence of the criteria. "NO" to any one of the criteria will result in disqualification of the bid as these are mandatory eligibility criteria.

| Sr. No. | Eligibility Criteria | Compliance (Yes / No) | Remarks |
|---------|---|-----------------------|---------|
| 1 | The bidder should be a Firm (Proprietorship or Partnership / Company / Registered Society etc.) and should be a Reputed Manufacturer/Reputed Marketer of Safety Shoes for at least a period of 2 years. Self-attested copy(s) of proof of above like Current Shop & Establishment License with the name of the owner, date of registration of the Firm / Company / Organisation, complete address, nature of business / items being traded, copies of Purchase Order(s) / Contracts) issued by any customer or any other valid document as a proof of above should be enclosed. | | |
| 2 | The bidder must possess a valid Explosive Licenses for all industrial Gases for manufacturing and storing till safe delivery of industrial gases. Self - attested copy (s) should be enclosed. | | |
| 3 | The bidder must maintain a minimum float of 04 quads for each of the locations. | | |
| 4 | The bidder must have vehicle (own / hired) for delivery of the subject item at AIESL premises, as and when required. | | |
| 5 | Possession of PAN number is a must at the time of application of the tender. Self-attested copy of PAN Number should be enclosed. Additionally, self-attested copy of Income Tax Return of preceding 02 Financial years should also be enclosed. | | |
| 6 | The bidder should have an average annual turnover of INR 12.00 lakhs (Rupees Twelve Lakhs only) in the preceding 02 financial years. As documentary proof, please submit Profit & Loss statement showing the sales figures for the preceding two financial ears. P&L statement certified by Chartered Accountant is to be submitted along with the Technical Bid. Please do not submit the complete Annual Report, Balance sheet. | | |

AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

ANNEXURE –CI

| | | | |
|---|--|--|--|
| 7 | The bidder must possess GST Registration Number at the time of application of the tender. Self-attested copy of GST Reg. Number should be enclosed. In case, the bidder does not possess the GST Registration Number, they need to give an undertaking that they will apply for and obtain the GST Registration Number, if the subject contract is placed on them by AIESL. | | |
| 8 | Bidder should have not been black listed by any of Governments Authority or public Sector Undertaking (PSUs) in the last three years. The bidder shall give an undertaking (on their letter head) that they have not been black listed by any of the Government Authority or PSUs for last 03 years. | | |
| 9 | Besides the above eligibility criteria a team of AIESL Officials may also visit the Factory premises / production facility of the bidder to assess their infrastructure and capability to supply Dry Nitrogen Gas as per AIESL's request. | | |

AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

ANNEXURE 'C-II'

Item Description, Detailed Specification, Quantity & Delivery Schedule

The proposal received from the bidder who does not comply with any of the specifications / requirements as mentioned below will be rejected.

A) Product Details and Quantities:

| S. No. | Item Name (s) | Location | Total Tended Quantity | Duration of contract |
|--------|---|---|-----------------------------|----------------------|
| 1 | Dry Nitrogen Gas for Aviation use. Quad of 16 cylinders 07 Cubic Meter capacity each. | MMD, AI Engineering Services Ltd., OAP, Santacruz (East), Mumbai. | 6272 Cubic Meter (56 quads) | Six Months |
| 2 | Dry Nitrogen Gas for Aviation use. Quad of 16 cylinders 07 Cubic Meter capacity each. | NEC, FSS Hangar, Baman Wada, Vile Parle (E), Mumbai. | 4704 Cubic Meter (42 quads) | |

B) SPECIFICATION OF DRY NITROGEN GAS

| S. No. | Parameters | Items and Specification | Compliance Yes/No |
|--------|---|--|-------------------|
| 1) | DRY NITROGEN GAS QUADS OF 16 CYLINDERS EACH | | |
| | Specifications | | |
| a. | Capacity of Cylinder | 07 Cubic Meter & 2000 Psi Pressure | |
| b. | Specification/s | A-A-59503D Type I Grade B Or MIL-P-27401 Type I Grade A | Please Specify |
| c | Properties | <ul style="list-style-type: none">• Purity, minimum percent by volume = 99.50 (includes trace quantities of Neon, Helium and Argon).• Impurities, maximum ppm by volume = 5000• Water, maximum ppm by volume = 26.3• Total hydrocarbons as methane, maximum ppm by volume =58.3• Oxygen, maximum ppm by volume = 5000• No Limit defined for Hydrogen, Argon, Carbon Dioxide and Carbon Monoxide.• Odour – None• Free of oil contamination | |
| | | QAC / Purity certificate required with supply | |
| | | <ul style="list-style-type: none">• Pressure Gauges must be calibrated and calibration certificate should be provided on demand.• These gauges need to be calibrated at regular intervals. | |

AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

ANNEXURE 'C-II'

| | | | |
|----|-------------------|---|--|
| d) | Quality Assurance | All cylinders in quads should have valid HST and date should be displayed on each cylinder. | |
|----|-------------------|---|--|

C) REQUIRED LOCATION And DELIVERY SHEDUILE:

| Sr No. | Item | Delivery Location | Period of contract | Quads per call off | Delivery schedule | Compliance Yes /No |
|--------|--------------|--|--------------------|--------------------|--|--------------------|
| 1. | Dry Nitrogen | Location 1 MMD, AIESL, Old Airport, Kalina, Santacruz (East), Mumbai - 400029 | Six Months | Up to 2 | 2 Filled quads to be supplied within 3 working days of call off. Call off will be through e-mail / Release of PO only. Collection of empty quads will commence after supply of required Nos. of Quads. | |
| 2. | Dry Nitrogen | Location 2 New Engineering Complex (NEC), FSS Hangar, Baman Wada, Vile Parle (East), Mumbai – 400029 | 06 Months | Up to 2 | 2 Filled quads to be supplied within 3 working days of call off. Call off will be through e-mail / Release of PO only. Collection of empty quads will commence after supply of required Nos. of Quads. | |

The quantities mentioned above are our estimated quantity for 6 months period and AIESL is not committed to uplift the entire quantity mentioned in tender or the proposed contract /order.

Note:

- 1) Please quote your offer only for the specifications and other parameters as given above. Alternate offer which does not adhere to the above specifications / parameters will not be considered for evaluation.
- 2) Bidders cannot go back on their commitment on the above Parameters / Technical specifications after opening of the bids. Therefore, bidders MUST get any doubt well cleared before submission of the Bids.

Date:

Signature:

Place:

Name & Designation:

Company Name & Seal:

AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

ANNEXURE – D

Price Bid Criteria

(Note: Annexure D should not be attached along with Annexure B, C-I and C-II and should be submitted in separate sealed envelope marked as 'Price Bid')

A) Cost of the Gas

| S. No. | Item Name(s) | Total Tendered Quantity | Price per Cubic Meter of Dry Nitrogen Gas (INR) | Taxes (INR) | Any other Charges (If any) |
|--------|---|-------------------------|---|-------------|----------------------------|
| 1 | Dry Nitrogen Gas (Grade A) for Aviation use. Quad of 16 cylinders 07 Cubic Meter capacity each. | | | | |

B) Transport Charges - INR

- a) Per Trip Basis: Please quote transportation charges, if any, per trip (To-and-fro) for delivery of up to 02 Quads at the following locations separately. AIESL will provide Fork Lift along with operator, for loading and unloading at both the locations.

For Location 1 – OLD AIRPORT, KALINA, SANTACRUZ (EAST), MUMBAI – 400 029, MAHARASHTRA
INR _____ (In words) _____

For Location 2 – NEC, FSS HANGAR, BAMAN WADA, VILE PARLE (EAST), MUMBAI – 400 029, MAHARASHTRA
INR _____ (In words) _____

OR

- b) Per Cubic Meter Basis: Please quote transportation charges per Cubic Meter. AIESL will provide Fork Lift along with operator, for loading and unloading at both the locations.

INR _____ (In words) _____

C) Rental Charges - INR

| Slots | No. of days | Rate (per cylinder per day) (Rs.) |
|---|-------------|-----------------------------------|
| Free Period | | |
| Slot A - No. of days beyond free period | | |

To arrive at L1 Rent will be calculated for 15 days and will be loaded on basic price of 224 cubic meter of Dry Nitrogen cylinder for each Location. For e.g. If Quoted rates for rent are Rs.5.00 per day per cylinder after free period of 10 days. Calculation of rent for 15 days will be as under:-

| Slots | No. of days | Rate (per cylinder per day) (INR) | Value (INR) |
|---|-------------|-----------------------------------|-------------|
| Free Period | 10 | Nil | Nil |
| Slot A - No. of days beyond free period | 5 | 5.00 | 25.00 (5*5) |
| | | Total | 25.00 |

AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

ANNEXURE 'E'

Undertakings: (To be agreed and signed by the bidder)

Acceptance of Terms & Conditions

It is certified that, Wehave studied the entire tender enquiry number for supply of 'Safety Shoes' at AI Engineering Services Limited at Mumbai.

We have understood all the terms and conditions of the tender including the Annexures and accept and agree to abide by all the technical and commercial terms & conditions of the tender document, except for the deviations as mentioned / allowed in the tender document.

Deviations (Please tick as applicable)

a. We confirm no Deviation to the tender terms and conditions

b. We submit following deviations for consideration, as allowed in the tender document

We understand that the decision for acceptance or otherwise of above decision rests solely with AI Engineering services Limited. We confirm that loading criteria as defined in the tender document would be applicable on above deviations, as mentioned in **(b)** above, and as a result our bid ranking may change. We also understand that any deviation, other than as explicitly allowed in the tender document, will not be considered and may result in rejection of the entire bid.

We further confirm that there is no hidden cost to AI Engineering services Limited over and above those indicated in the Price / financial bid. We confirm that, the benefit of reduction in statutory taxes / levies, if any arising during the term of Contract / PO, if awarded in our favour, would be passed on to AIESL, wherever applicable.

Signature
(Stamp of the organization)

AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

ANNEXURE F

Undertaking from Bidders

I / We confirm that I / we do not have any relative, who is an Employee of AI Engineering services Limited or its subsidiaries and is likely to benefit us during the Award / implementation of the contract / Purchase Order.

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. AI Engineering Services Limited or its subsidiary will have the sole discretion to do so and such cases cannot be referred for arbitration.

SIGNATURE:

SEAL OF THE COMPANY:

AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

ANNEXURE - G

Bid Security Declaration Form
(On company Letter head)

Tender No.

Date:

(To Insert complete name and address of the Buyer / purchaser)

I / We the undersigned, declare that:

I / We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I / We accept that I / We may be disqualified from bidding for any contract with you for a period of one year from the date of notification. If I am / we are in a breach of any obligation under the bid conditions, because I / We

- a) Have withdrawn / modified/ amended, impairs or derogates from the tender, my / our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (1) fail to execute the contract, if required, or (2) fail to furnish the Performance Security, in accordance with the instructions to Bidders.

I / We understand this Bid Security Declaration shall cease to be valid if I am / we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my / our Bid.

Signed: (insert signature of person whose name and capacity are shown)
In the capacity of (insert signature of person signing the Bid Securing Declaration)

Name: (insert legal capacity of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf' of (insert, complete name of Bidder)

Date: on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION / DEPARTMENT OF ENGINEERING
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



AIESL/MMD/MUM/RFQ/22-23/02

DATE : 09 FEB 2023

ANNEXURE - H

Letter of Authorization for Bid Opening

To,

Materials Management Division,
AI Engineering services Limited,
OAP, KALINA,
SANTACRUZ (EAST),
MUMBAI – 400 029

Subject: Authorisation 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.

| S. No. | Name | e-Mail ID | Contact No. | Signature |
|--------|------|-----------|-------------|-----------|
| 1. | | | | |
| 2. | | | | |

Authorised Signatory

Note:

1. Permission for entry to the hall, where bids will be 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.