

**Tender No.AIESL/PPMM/HQ/17/230197 Dated 16.5.23**

**For**

**Hiring of service provider to provide networking and infrastructure to AIESL on CAPEX model**



Issued by:

AI Engg.Services Ltd.(AIESL)

Hqrs, Safdarjung Airport

New Delhi-110003

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## 1. Notice Inviting Tender

**Tender Sl. No.AIESL/PPMM/HQ/17/230197 dated 03-05-2023 [Hiring of service provider to provide networking and infrastructure to AIESL on CAPEX model]**

**Date:03.05.2023**

1. Tenders through AIESL website are invited from eligible and qualified bidders for implementation of networking and infrastructure at all AIESL locations.

<b>Schedule No.</b>	<b>Brief Description of Goods/ services</b>	<b>Earnest Money (in Rs.)</b>	<b>Remarks</b>
1	Tender document for hiring a service provider to provide infrastructure and networking at all AIESL locations on CAPEX model.	Rs2,00,000	Bidders must submit the Earnest Money Deposit (EMD) (in INR) along with Technical Bid as mentioned in Instruction to Bidder in Section 5

**Table 1: Notice inviting tender**

<b>Criteria</b>	<b>Description</b>
Type of tender:Least cost selection L1	National Competitive Bidding (NCB), Single Stage Two Bid System with Part I - Technical Bid & Part II - Financial Bid
Authority in whose favour all tender related financial instruments (DD, Banker cheque etc.) are to be made.	"AI Engineering Services Limited" Payable at Delhi
All Financial Instruments to be payable at:	Delhi
Date of issue of tender documents:	<b>16.05.2023, Tuesday, 05:00 PM</b>

Criteria	Description
Place and time of Pre-Bid Conference	<p><b>25.05.2023</b>, Thursday, 11:00 AM (Remotely or in person) AI Engineering Services Ltd. (AIESL), 2nd Floor, CRA Building, Safdarjung Airport Complex, New Delhi-110003.</p> <p>011-24600777</p>
Place, Time, and date before which Written queries for Pre-bid conference must be received.	<p>All pre-bid queries by bidders may be sent in written <a href="mailto:sandeep.dungriyal@aiesl.in">sandeep.dungriyal@aiesl.in</a> &amp; <a href="mailto:raj.gupta@aiesl.in">raj.gupta@aiesl.in</a> <b>25.05.2023</b>, Thursday, 10.30 AM as per the format specified in the RFP. Any verbal queries other than the written ones pre-submitted will not be entertained during the pre-bid meeting.</p> <p>The bidders may visit AIESL location before pre-bid meeting to make any assessment relating to site preparation and other requirements. For such visits, requests may be sent to <a href="mailto:sandeep.dungriyal@aiesl.in">sandeep.dungriyal@aiesl.in</a> and <a href="mailto:raj.gupta@aiesl.in">raj.gupta@aiesl.in</a> with complete details of the organization and team members visiting the site for getting necessary prior approvals.</p>
Closing date and time for receipt of tenders	<b>06.06.23, Tuesday up to 02:00 PM</b>
Place of receipt of tenders	<p>Sealed bids in hard copy, sealed and sent to AIESL corporate office.</p> <p>The address for receipt of tender is AI Engineering Services Ltd. (AIESL), 2nd Floor, CRA Building, Safdarjung Airport Complex, New Delhi-110003. 011-24600777.</p> <p>The tender box is located at AIESL premises, second floor, CRA building, Safdarjung Airport Complex, New Delhi-110003.</p> <p>Bidders must ensure two separate envelopes for technical and financial bid proposals, duly sealed indicating tender number and bid type (technical or financial) clearly on the envelopes. Both the sealed envelopes must be consolidated under one master envelope, sealed, and marked with tender number, complete address, and bid opening date clearly and sent to the above-mentioned address.</p> <p>Bids not received in time will not be considered.</p>
Time and date of opening of tenders Part 1- Technical Bid  Time, and date of Opening of Price (Financial) bid would be intimated later only to the bidders shortlisted in Part I.	<b>06.06.2023, Tuesday, at 02:30 PM</b>
Officer to be contacted for clarifications/ help:	<a href="mailto:sandeep.dungriyal@aiesl.in">sandeep.dungriyal@aiesl.in</a> and <a href="mailto:raj.gupta@aiesl.in">raj.gupta@aiesl.in</a>

## 2. Disclaimer

1. 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 AIESL – AI Engineering Service Limited (hereinafter referred to as “AIESL”) shall be subject to the terms and conditions to which such information is provided herein and any other terms and conditions as may be prescribed by AIESL prior to award of the tender.
2. 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 AIESL do not purport to contain exhaustive /all the information on the aforesaid subject matter that each applicant may require for the purpose of submitting their bids.
3. 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 AIESL.
4. The information provided in this tender to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AIESL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. 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.
6. AIESL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender, from time to time till the close date of the tender.
7. The tender does not imply that AIESL is bound to select a bidder or to appoint the selected bidder and AIESL reserves the right to reject all or any of the bids without assigning any reason whatsoever at any time.

The bidder shall bear 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 AIESL, or any other costs incurred in connection with or relating to in bids. 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 bid, regardless of the conduct or outcome of the bid selection process as contained herein.

### 3. Preamble and Abbreviations

#### 3.1 Preamble

AIESL is interested in selection of reputed service provider to provide infrastructure and networking on a CAPEX model.

#### 3.2 Abbreviations

S. No		
1.	AMC	Annual Maintenance Contract
2.	BG	Bank Guarantee
3.	BIS	Bureau of Indian Standards
4.	CA	Competent Authority
5.	CPPP	Central Public Procurement Portal
6.	CVC	Central Vigilance Commission
7.	DFP	Delegation of Financial Power
8.	ECS	Electronic Clearing System
9.	EMD	Earnest Money deposit
10.	EUR	Euro
11.	EOI	Expression of Interest
12.	EPFO	Employees Provident Fund Organization
13.	ESIC	Employees State Insurance Corporation
14.	FM	Force Majeure
15.	GeM	Govt e-Marketplace
16.	GTC	General Terms & Conditions
17.	INR	Indian Rupees
18.	IP	Integrity pact
19.	MSME	Micro, Small and Medium Enterprises
20.	NEFT	National Electronic Fund Transfer
21.	NIT	Notice Inviting Tender
22.	NSIC	National Small Industries Corporation
23.	OEM	Original Equipment Manufacturer
24.	PAC	Proprietary Article Certificate
25.	PBG	Performance Bank Guarantee
26.	PO	Purchase Order
27.	PQC	Prequalification Criteria
28.	PR	Purchase Requisition
29.	PVC	Price Variation Clause
30.	QAC	Quality Assurance Certificate
31.	RA	Reverse Auction
32.	RC	Rate Contract
33.	RFx	Request for Quote/Information
34.	RTGS	Real Time Gross Settlement
35.	SD	Security Deposits
36.	AD	Airworthiness Directive
37.	ADF	Acceptable deferred Defect
38.	AMC	Annual Maintenance Contract
39.	AMM	Aircraft Maintenance Manual
40.	AMP	Aircraft maintenance Program
41.	AOG	Aircraft on ground
42.	C of A	Certificate of Airworthiness



43.	CAMO	Continuous Airworthiness Management Organization
44.	CMM	Component Maintenance Manual
45.	DFP	Dirty fingerprint
46.	EO	Engineering Order
47.	FH/FC	Flying Hours/Flying Cycles.
48.	IFSD	Inflight shut down
49.	IPC	Illustrated Parts Catalogue
50.	JEOC	Jet Engine Overhaul Shop
51.	LLP	Life Limited Parts
52.	MCM	Modification committee Meeting
53.	MEL	Minimum Equipment List
54.	MIREP	Maintenance reported defect
55.	MOQ	Minimum Ordering Quantity
56.	NHA	Next Higher Assembly.
57.	NIS	Nil In Stock
58.	OEM	Original Equipment Manufacturer
59.	PBH	Power By Hour
60.	PIREP	Pilot reported defect
61.	PRR	Premature Removal rate
62.	SB	Service Bulletin
63.	UOM	Unit of Measurement
64.	SP	Service Provider
65.	MAF	Manufacturer Authorization Form
66.	FMS	Facility Management System
67.	ITSM	Information Technology Service Management
68.	CAPEX	Capital Expenditure
69.	OPEX	Operational Expenditure
70.	DNS	Domain Name System

## 4. Introduction

AI Engineering Services Ltd (AIESL) a biggest DGCA (Directorate General of Civil Aviation) approved MRO Set up in India that can serve as a one-stop-shop for all engineering requirements at major Airports with pan India footprint i.e., Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata, Nagpur etc.

With a great skill set, huge professional experience and competency, AIESL manages and maintains Airbus, Boeing & ATR's fleet with the Technical Dispatch Reliability of more than 99%. With major hangars and bases located at all the major metros, AIESL is maintaining fleet comprising 76 Airbus 320 family aircraft (20 A319, 09 A320, 27 A320 NEO & 20 A321), 72 Boeing aircrafts (24 B737, 04 B747, 17 B777, 27 B787), and 18 ATR (18 ATR-72).

Our Facilities includes Hanger Facility, Line and Base Maintenance, Engine Overhaul, Avionics Accessories shops and components shops, Structural Repairs, Cabin and seat Repair Facility, Landing Gear, Engineering Support Service, and many Specialized services. Our dedicated support team for AOG requests provides highly coordinated troubleshooting and engineering support round the clock.

The financial performance of your company during FY (Financial Year) 2020-21 was as under:

- The operating revenue has decreased from Rs. 1402.83 crores in the previous year to Rs. 1160.02 crores in the current year and the total revenue decreased from Rs. 1427.59 crores to Rs. 1185.54 during the period i.e., a decrease of approx. Rs. 242.05 crores (17%).
- As against this, the total expenditure of the company decreased from Rs. 1320.38 crores (restated) to Rs. 1195.12 crores in the same period with a decrease of approx. Rs. 125.26 crores (9.48%).
- The company has earned a net profit of Rs.11.94 crores in FY 2020-21 as compared to net profit of Rs. 24.24 crores in FY 2019-20.

### 4.1 Vision & Mission

- To provide best in class and timely quality services to the customers by maintaining highest standards of regulatory and safety compliance.
- Maintaining all aircraft of the captive workload of the feet of Air India in a continuous state of airworthiness by the system of preventive and corrective maintenance to secure a high level of safety.
- Provide a "One Stop" solution to the customer.
- Faster Turn Around Time.
- To capture maximum Third-Party work from in and around India
- To get DGCA approval under CAR 147 approval.
- To obtain FAA and EASA approval for all its establishment and facilities.
- Aggressive Marketing policy for more and more third-party work.
- It needs to Department centric so, every Departmental Heads need to be responsible for the deliverables to fulfill the overall vision.
- Continuous monitoring of Quality through quality audit etc.
- Constant endeavor to upgrade the services, delivering highest customer satisfaction in terms of Quality, Service and Cost effective and ensuring long term strategic relationship.
- All-out effort to be the world class MRO without compromising the quality standard.
- Updating and enhancing the capability through training of the personnel and equipment of latest technology.
- Multiskilling of the personnel through cross training to enhance the productivity.
- Optimizing operational cost

### 4.2 Future Planning

The company is planning to improve revenue generation by way of providing MRO services pertaining to Existing Capabilities to third parties (through aggressive marketing) and acquiring new Capabilities. AIESL plans to acquire EASA Base Maintenance Capability to capture Aircraft Redelivery Business. It intends to expand on its MRO Services to the Defense sector such as DRDO/IAF/Indian Navy. To acquire EASA certifications for our Landing Gear overhaul Capability and CFM 56-5B Engine overhaul Capability, as also to upgrade ATEC Shop to service various components of A320 NEO Family Aircraft.

## 5. Instruction to Bidder

### 5.1 General Instruction

The bid shall be furnished under single stage-two-part bidding basis i.e., Technical-bid and Financial Bid, sent as sealed copies as mentioned in NIT. AIESL invites interested bidders to provide infrastructure and networking at all AIESL locations on CAPEX model on Open Tender considering L1 Least cost criteria for selection as per enclosed Bill of Quantity & Price. The complete tender can be downloaded from AIESL's website.

The Tender Document comprises of documents listed below and addenda issued if any:

- Section I – Notice Inviting Tender.
- Section II – Disclaimer.
- Section III – Preamble and Abbreviation.
- Section IV – Introduction.
- Section V- Instruction to bidder.
- Section VI- Scope of Work.
- SectionVII-Annexure 1
- Section VIII- Bid Evaluation and Eligibility criteria.
- Section IX- General Condition of Contract.
- Section X- Special Condition of Contract.
- Section XI – Service Level Agreement.
- Section XII – Payment schedule.
- Section XIII- Forms and Formats.

### 5.2 Assistance to Bidders:

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the relevant contact person indicated as below:

Mr. Raj Kumar Gupta  
AI Engineering Services Limited (AIESL)  
CRA Building, Safdarjung Airport Complex  
New Delhi-110037  
India  
Tel: 9818392630  
Email:[raj.gupta@aiesl.in](mailto:raj.gupta@aiesl.in)

If so desired, a representative of Bidder may be present at the time of opening of tenders. The representative must carry an authority letter from the Bidder's authorized signatory for participation in the tender opening. The name of the representative may also preferably be directly sent to AIESL in advance of the date of opening of the tenders by e-mail as under:

E-mail: [raj.gupta@aiesl.in](mailto:raj.gupta@aiesl.in)

A pre-bid conference, which will be held on **25.05.2023**, Thursday, 11:00 AM at AIESL, 2ndFloor, CRA Building Safdarjung Airport, New Delhi-110003 –INDIA. Bidder can join the meeting remotely or in person. A maximum of two representatives of each prospective Bidder Shall be permitted to attend the pre-bid conference. The representative(s) must carry an authority letter from the company's authorized signatory for participation in the pre-bid conference. The name(s) of the representative(s) for the pre-bid conference may also preferably be directly sent to AIESL in advance of the date of pre-bid conference by e-mail as under:

E-mail: [raj.gupta@aiesl.in](mailto:raj.gupta@aiesl.in)

The Technical bid, and commercial Bid opening venue will be at the office AIESL, CRA Building Safdarjung Airport, New Delhi-110003 –INDIA.

Bids of only those Bidders who are meeting the Eligibility Criteria as mentioned in this document will be considered for evaluation and award of the Contract. Bidder will submit requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the eligibility criteria.

### **5.3 EMD/ Bid Security Declaration:**

EMD of or Rs 200000 shall be furnished in one of the following forms:

- a) Account Payee Demand Draft
- b) FD

Any other mode of payment will not be accepted in any case. The demand draft shall be drawn on any scheduled commercial bank in India in favor of “AI Engineering Services Limited” payable at Delhi. The earnest money (EMD) shall be valid for a period of 45 days beyond the validity period of the tender.

EMD of unsuccessful bidders during first stage i.e., technical evaluation will be returned within 30 days of declaration of result of first stage itself i.e., technical evaluation. Earnest money of successful bidder shall be returned within 30 days after receipt of Performance Security or adjusted with it accordingly.

### **5.4 Clarification of Bidding Documents:**

A prospective Bidder requiring any clarification of the bidding documents may notify the contact person by e-mail at the address indicated in the ITB. AIESL will respond to any request for clarification received prior to the Pre-Bid date. AIESL response will be published on AIESL’s website including a description of the inquiry, but without identifying its source. AIESL shall not be obliged to respond to any request for clarification received later than the above said period. Further, the mere request for clarification from the bidder(s) shall not be a ground for seeking extension in the deadline for submission of bids.

### **5.5 Amendment of Bidding Documents:**

Before the deadline for submission of bids, AIESL may for any reason, whether at its own will or in response to a clarification requested by a prospective Bidder, modify the bidding documents by issuing addenda.

Any addenda/ corrigenda issued prior to submission of bids would be put up on AIESL’s website. Any addenda/ corrigenda/ clarifications thus issued shall be part of the bidding document. The prospective bidders must check aforesaid portal for any amendment/ corrigenda/ clarifications periodically and before submission of their bids. All prospective bidders are presumed to have examined all amendments/ corrigenda/ clarifications published on the website and have submitted their bids accordingly.

To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bid, AIESL shall extend as necessary the deadline for the submission of bids.

### **5.6 Bid Offer Validity:**

The Proposal shall be valid for a period of ninety (90) calendar days from the last date of submission of Proposal.

Prior to expiry of the validity period of the Proposal, AIESL may request the Bidders to extend the validity period of the Proposals. The request and the response thereto shall be made in writing. A Bidder agreeing to the request shall not be permitted to modify its Proposal but shall be required to extend the validity of its Proposal. All the terms of the RFP shall continue to be applicable during the extended period of validity.

### **5.7 Bid Submission:**

Part-I: This shall be named “**Technical Bid or Techno-Commercial Bid**”. No bid price related information shall be mentioned in the Technical Bid. Techno-commercial Bid shall comprise:

- a) Documentary evidence in support of the qualification criteria
- b) Declaration regarding Insolvency and Bankruptcy Code 2016 as per Section 13
- c) Form of Declaration and Bid Proforma as per format appended in Section 13

- d) Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules as per format appended in Section-13.
- e) Goods and Services Tax Registration No., PAN, EPF Registration No\*
- f) Other Supporting documents as per the tender requirement are to be uploaded and attached with the tender.

Part-II: It shall be named **“Financial Bid or Price Bid”** and shall comprise of Bill of Quantity and Price.

### **5.8 General Instructions:**

AIESL reserves the right to itself to postpone and/ or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.

Vague and ambiguous replies and replies such as “Refer covering letter, conditions of Bid etc. shall be avoided. Such replies shall be deemed to be incomplete and may prevent the Bid from being considered by the AIESL.

The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in electronic form.

The services covered by this Bid Specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the bidder, clarification may be sought from the Employer before submission of bids. Bidders are advised to accept all the conditions specified in the Bid document, to facilitate early finalization of bids. Separate set of commercial conditions (such as bidders’ standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to summarily rejection.

The bidder shall submit rate analysis/bifurcation of quoted price if so desired by the AIESL.

Any addition, deletion or substitution in the bid document is not permitted. Failure to do so may render the bid liable for summarily rejection. The Contract shall be for the whole Works, based on the ‘Bill of Quantity and Price’ submitted by the Bidder.

### **5.9 Opening and Evaluation of Bids by AIESL:**

AIESL/ Authority inviting Tender will open the bids received at the time, date and place specified in the bid. Bidder(s) can view Bid opening event in person or over online call at their end. In the event of the Specified date for the opening of bids being declared a holiday for AIESL, the Bids will be opened at the appointed time and location on the next working day.

Technical Bids (i.e., Part-I) shall be opened first.

Part-I i.e., Technical Bids shall be evaluated for establishing eligibility of the bidder as well as techno-commercially responsiveness as per bid conditions, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

The Part-II i.e. Financial Bid of only of those Bidder(s), who are found to be meeting the eligibility criteria as well as techno-commercially responsive for the subject Works shall be opened thereafter. The date of opening of the Financial Bid shall be notified separately to all the eligible & techno-commercial responsive Bidder. Bidder(s) can view Bid opening event in person or over online call at their end.

The Financial Bids of Bidder(s), who are not considered eligible and techno commercial responsive, shall not be opened. The decision of AIESL will be final and binding in this regard.

### **5.10 Examination of Bids and Determination of Responsiveness’:**

During the detailed evaluation of “Technical Bids or Techno-Commercial Bid”, AIESL will determine whether each Bid:

- a. Meets the eligibility criteria defined in Section 5 ITB
- b. Has been properly signed
- c. Is accompanied by the required bid securities declaration

- d. Is **substantially responsive** to the requirements of the bidding documents. During the detailed evaluation of the “Financial Bids”, the responsiveness of the bids will be further determined as per remaining bid conditions, i.e., Bill of Quantity and Price, Technical Specifications, if any.

**A substantially responsive “Bid”** is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:

- a. Which affects in any substantial way the scope, quality, or performance of the Works.
- b. Which limits in any substantial way, AIESL’s rights, or the Bidder’s obligations under the Contract.
- c. Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids or
- d. Which is inconsistent with the bidding documents,

If a **“Bid” is not substantially responsive**, it will be rejected by AIESL and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

During Technical qualification/ Commercial Bid evaluation, AIESL may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or e-mail, however, no change in the price or substance of the Bid shall be sought, offered, or permitted. Reply shall be submitted by Bidder within a stated reasonable period. If Bidder does not provide clarifications of the information requested by the date and time set in AIESL’s request for clarification, its Bid may be rejected.

### **5.11 Evaluation and Comparison of Bids:**

AIESL will evaluate and compare the submitted bids on **Least cost selection L1** criteria, whose bids are determined to be substantially techno-commercially responsive in accordance with Section 5 of ITB.

### **5.12 Award Criteria & AIESL’s Right to accept/ reject any or all Bids**

AIESL will award the Contract to the Bidder who has offered the lowest evaluated Bid price criteria, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Section 8 Bid evaluation and eligibility criteria; (b) determined substantive responsive.

AIESL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed of the same by AIESL unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific, or economic interest of the state or lead to incitement of an offence.

The bidder whose bid has been accepted will be notified of the award by AIESL prior to expiration of the Bid validity period through the “Letter of Acceptance/ Letter of Award”, which will state the sum that AIESL will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract.

The notification of award will constitute the formation of the Contract until the Formal Agreement is signed. The successful bidder shall execute Contract Agreement and sign the Integrity Pact (wherever applicable) with AIESL on non-judicial paper of appropriate value as per Stamp Act in the format appended within 28 days from the date of issue of Letter of Acceptance/ Letter of Award.

### **5.13 Fraudulent Practices**

AIESL requires that Bidders observe the highest standard of ethics during the Bidding process and execution of contracts. In pursuance of this, AIESL 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.
- b. **“Fraudulent practice”** means a misrepresentation of facts to influence a procurement process, or the execution of a contract deemed to be detrimental to AIESL 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 AIESL of the benefit of free and open competition.

- I. 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.
- II. Shall declare a Bidder ineligible and blacklist such Bidder, either indefinitely or for a stated period if at any time, AIESL determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
- III. Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent / corrupt practices during the currency of the Contract.
- IV. EMD or Security deposit shall be forfeited in addition to the above-mentioned remedies which AIESL shall have taken.
- V. Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions.
- VI. Bidders are advised to note that taking deviation to following terms and conditions of Tender shall lead to rejection of their Bids:
  - a. Firm/Quoted Price throughout the Contract Period and the extension period
  - b. Scope of work
  - c. EMD
  - d. Period of Validity of Bid
  - e. Performance Bank Guarantee / Security Deposit
  - f. Arbitration / Resolution of Dispute
  - g. Force Majeure
  - h. Statutory Compliance to Applicable Laws
  - i. Registration of PF & ESIC in the name of Firm
- VII. Payment will be made through **ECS (Electronic Clearance Service)**.
- VIII. 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.
- IX. **TDS shall be deducted by AIESL** from the payment made against these invoices, as per the applicable laws.

## 6. Scope of work

The vision of the project is to establish Inter Branch Connectivity by setting up a single unified cost- effective network with redundancy framework that can be remotely managed, monitored centrally. The technology implemented should help in bandwidth load balancing for optimal use and share of available Bandwidth. The upgraded SDWAN Network needs to be secure and reliable to bring the advantages of connected branches, regardless of their location and to make the working of AIESL more efficient and transparent. AIESL SDWAN network will connect all branches through dedicated links from service providers and is envisaged as the backbone network for data, voice, and video communications.

The broad objectives of the Project are:

- a. To create a plug and play/connect environments for all AIESL branches
- b. To provide a highly reliable, robust, and secure communication network.
- c. To facilitate AIESL branches to go for centralized architecture for their ERP application hosted on Cloud to decrease total cost of ownership.
- d. To create single unified effective Intranet and secure internet facilities for the Branches, thereby facilitating effective communication.
- e. To provide reliable, cheap & alternate means of communication during normal time and at the time of any kind of disaster.
- f. To provide a backbone for video conferencing solutions for interaction of Branches.

The successful bidder must supply the required infrastructure as described in Annexure 1. All networking requirements including bandwidth requirements, DNS, VPN, helpdesk etc. as mentioned in scope of work must be provided for a period of 5 years.

### 6.1 SDWAN Solution for Branches

With embracement of digital transformation in DCN, traditional network architectures would not be able to handle the workloads and complexities of demanding user experience. More troubling is that business-critical services are centrally hosted in Data Centers which can compromise the network performance, especially at branch locations.

SD-WAN offers business **application steering, cost savings, and performance**. SDWAN offers a way to reduce overhead and support applications and services resulting from digital transformation. This innovative technology not only simplifies the management and operation of a WAN but also delivers several real- world business benefits.

**Secure SD-WAN** includes best-of-breed firewall security features, SD-WAN, advanced routing, and WAN optimization capabilities, delivering a security-driven networking WAN edge transformation in a unified proposition.

By leveraging the SDWAN solution, Users can provide Network as a Service Solution to various departments.

The overall idea is to go beyond the existing Network by using another alternative bandwidth connectivity and provide high quality network and application services to the end user with committed SLAs.

SDWAN solution should be proposed with following –

- a) The central network gateway infrastructure
- b) Branch side SDWAN infrastructure
- c) SD-Branch inbuilt with SDWAN.
- d) Policy, Reporting & Management

#### **SDWAN – Solution Design**

The basic architectural model used in the proposed solution should consist of the following logical components:

**SDWAN Gateway:** Deployed as a secured SD-WAN Gateway for the Remote Branch offices. SDWAN gateway also ensures enterprise grade threat protection and security at all locations.



**Central Manager:** For Management for all SD-WAN devices.

**Central Logging & Reporting:** Integrated within the solution, it will provide in depth log analysis and reporting capabilities.

- > Each location will be having primary ILL/ILL link and a secondary connectivity from any other TSP/ISP
- > Manager will be deployed at central location for management of all the SDWAN Gateways.
- > Central Logging & Reporting Module will be deployed at the central location for in-depth log analysis and reporting.

The solution proposed will support flat architecture:

- IPsec VPN Tunnels will be established from the Branch locations to the Central Location over the established connectivity (ILL/ILL & Internet) and traffic would be load balanced across these tunnels.
- IPsec VPN Tunnels will also be established from local Branch locations to the Central Locations over the respective connectivity (ILL/ILL and Internet) and traffic from these locations would be load- balanced across these tunnels.
- SDWAN controller shall be deployed in High Availability at the Central Location i.e., Delhi Network.
- Multiple Internet Links will be terminated on SDWAN device.

**Hardware Refresh of L2 Access Switches at the Branch Locations**

Bidder must propose L2 Access Switches for all Locations. Existing Switches are EOL and will be replaced by the proposed Switches. The detailed technical specification and the quantity required of SD-WAN routers and switches required is mentioned in “**Annexure 1**” of this document.

**6.2 Bandwidth requirements:**

The bidder must make provision for required connectivity from different AIESL locations to the ERP cloud. As per the Govt of India guidelines, AIESL must get the required connectivity from authorized service provider. Keeping in mind the above requirement, the bidder must co-ordinate with such service providers and provide basic primary connectivity as per the table below.

The secondary connectivity at all the locations can be provided from any available service provider as per Govt guidelines.

City Location	Office Name	Office Address	Count of EUDs	Switch Count	Primary Connectivity ILL	Bandwidth	Secondary Connectivity Broadband	Bandwidth
New Delhi	T2 - New Avionics Complex	New Avionics Complex, Terminal 2, IGI Airport, Opp New Custom House, New Delhi, Delhi 110037	Printer: 154 Desktop: 444 Laptop: 3	38	Yes	100 Mbps	Locally procure	50 Mbps
	T1 - Engg/Training School	Air India MTO ,Terminal 1, Group - A, Indira Gandhi International Airport, New Delhi, Delhi 110037	Desktop: 15	1	Yes	10 Mbps	Locally procure	5 Mbps

	T3 - Engg	Air India , IGI Airport ,Terminal 3, International Pier ,New Delhi 110037	Printer: 40 Desktop: 103	0	Yes	30 Mbps	Locally procure	15 Mbps
	T3 - EMF	Air India Engineering services, EMF building,IGI Airports, Terminal-II, New Delhi-110037	Desktop:30 Printer: 6	0	Yes	10 Mbps	Locally procure	5 Mbps
	HQ - Safdarjung	AIESL, 2nd Floor CRA Building, Safdarjung Airport, Delhi - 110003. AIESL Basement, Reservation Building, Safdarjung Airport, Delhi - 110003	Printer: 39 Desktop: 45 Laptop: 18	4	Yes	150 Mbps	Locally procure	50 Mbps
Kolkata	NTA	New Technical Area, Dum Dum, Engineering Complex, NSCBI Airport, Kolkata-700052.	Printer: 50 Desktop: 170 Laptop: 7	29	Yes	40 Mbps	Locally procure	20 Mbps
	Hangars	Air India , NEW HANGAR NSCB AIRPORT ,KOLKATA, PINCODE = 700061						
Mumbai	NEC	Hangar (Narrow Body) and Hanger (Wide Body) Air India Ltd ,New Engineering Complex,Near ChakalaCigaretteFactory,Bam anwada , Sahar Vile-parle (E), Mumbai Pin code 400099	Printer: 107 Desktop: 305 Laptop: 2	22	Yes	100 Mbps	Locally procure	50 Mbps
	OAP	Santacruz,OAP -Air-india (Data center Mumbai-OAP) , Mumbai-400029	Printer: 117 Desktop: 431 Laptop: 17	39	Yes	120 Mbps	Locally procure	50 Mbps
Nagpur	MRO NAG	Air India Ltd Service , Provider Room MRO Facility,AIESL Plot No 1 Sec No 9 Notified	Printer: 38 Desktop: 104 Laptop:	42	Yes	50 Mbps	Locally procure	20 Mbps

		Area SEZ Mihan NAGPUR.						
Hyderabad	Shamshabad	General Manager, AI Engineering Services Ltd. & Station Head, Air India Ltd, Hyderabad.En engineering MRO Complex. RGIA Airport, Near Gate No. 3, Shamshabad. HYDERABAD - 500108.	Printer: 70 Desktop: 146 Laptop: 2	19	Yes	50 Mbps	Locally procure	20 Mbps
Bengaluru	BLR	SIC office, AIESL, 2nd floor RCC building, KIAL, Bangalore.	Printer: 11 Desktop: 22 Laptop: 6	0	Yes	10 Mbps	Locally procure	5 Mbps
		Front Line Stores, AIESL, Ground Floor, RCC Building, KIAL, Bangalore.						
Chennai	MAA	DY. GENERAL MANAGER (ENGG.) AIESL, NEW ENGINEERING HANGAR INTEGRATED SERVICE COMPLEX MEENAMBAK KAM CHENNAI - 600 016	Printer: 6 Desktop: 27 Laptop:	4	Yes	10 Mbps	Locally procure	5 Mbps
Thiruvananthapuram	Hangars	AI Engineering Services Ltd. Maintenance Facility (Hangar) Opp: KSEB, Near Trivandrum International Airport, Chackai, Trivandrum Kerala - 695007	Printer: 14 Desktop: 51 Laptop: 3	2	Yes	10 Mbps	Locally procure	5 Mbps
	MTO	Maintenance Training Organisation, AI Engineering Services Limited, Next to Mascot Hotel, Palayam, Thiruvananthapuram 695 033 Kerala.	Desktop: 17	2	Yes	5 Mbps	Locally procure	3 Mbps
CSP Cloud					Yes	200 Mbps	Locally procure	100 Mbps
Switch				<b>202</b>				

count							
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**AIESL Locations-** AIESL has 11 major office locations and 55 sublocations across India. The details of all offices and their locations is mentioned below:

City	office	Address	Business shifts
NEW DLEHI	T2 - Avionics Complex (including JEOC)	New Avionics Complex, Terminal 2, IGI Airport, Opp New Custom House, New Delhi, Delhi 110037	08:15 AM - 4:15 AM/6 Days
	T1 - Engg/Training School	Training Manager, Maintenance Training Organization-Group A, Terminal T1, Palam, Delhi 110037	
	HO Safdarjung office	AI Engineering Services Ltd. (AIESL), 2nd Floor,CRA Building,Safdarjung Airport Complex,New Delhi-110003	9:30 AM - 6:00 PM/5 Days
	T3 - EMF	General Manager-Engg EMF ENGG Building, IGI Airport, New Delhi-110037	24x7
Kolkata	NTA	New Technical Area, Dum Dum, Engineering Complex, NSCBI Airport, Kolkata-700052.	9:00 AM - 4:30 PM/6 days 9:00AM - 5:50 PM/5 days HR/FIN Hangar 24x7
	Hangars	Hangar Area, Engineering Complex, NSCBI Airport, Kolkata-700052.	9:00 AM - 4:30 PM/6 days 9:00AM - 5:50 PM/5 days HR/FIN Hangar 24x7
Mumbai	NEC	AI Engineering Services Limited NEW ENGG COMPLEX, BAMANWADA, ANDHERI EAST, MUMBAI-400099	Group A: 8:00 AM - 4:00 PM/ 6 days Group B: 8:00 AM - 5:00 PM/ 5 days and 24x7
	Terminal 2	Department of Information Technology, Level 3, T2 Chhatrapati Shivaji Maharaj International Airport, Sahar, Andheri East, Mumbai 400099	Group A: 8:00 AM - 4:00 PM/ 6 days Group B: 8:00 AM - 5:00 PM/ 5 days and 24x7
	OAP	AI Engineering Services Limited Gate No.1 Engineering Complex OLD AIRPORT,KALINA, SANTACRUZ(E), Mumbai 400029	8:30 AM - 5:30 PM/5 Days
Nagpur	MRO NAG	AI Engineering Services Limited Plot No.1,Sector 9, Notified Area of SEZ, Near Khapri Station, MIHAN, Nagpur 441108	8:30 AM - 5:15 PM/6 Days
Hyderabad	Shamshabad	General Manager(E) AI Engineering Services Ltd. & Station Head, Air India Ltd, Hyderabad. Engineering MRO Complex. RGIA Airport, Near Gate No. 3, Shamshabad. HYDERABAD - 500108	8:00 AM - 4:00 PM/6 days

Bengaluru	BLR	First Location: Dy GM-AIESL, 2nd floor Alpha #3 Building, KIAL, Bangalore Second Location: a) SIC office, AIESL, 2nd floor RCC building, KIAL, Bangalore. b) Front Line Stores, AIESL, Ground Floor, RCC Building, KIAL, Bangalore.	24x7
Chennai	MAA	DY. GENERAL MANAGER (ENGG.) AIESL, NEW ENGINEERING HANGAR INTEGRATED SERVICE COMPLEX MEENAMBAKKAM CHENNAI - 600 016	24x7
Thiruvananthapuram	MTO	AI Engineering Services Ltd. Maintenance Facility (Hangar) Opp: KSEB, Near Trivandrum International Airport, Chackai, Trivandrum Kerala - 695007	7:30 AM - 5:00 PM/5 days
	Hanger	Maintenance Training Organisation, AI Engineering Services Limited, Next to Mascot Hotel, Palayam, Thiruvananthapuram 695 033 Kerala.	7:30 AM - 5:00 PM/5 days

**Sublocation details are as follows:**

Line station	Region	Line station	Region	Line station	Region	Line station	Region
Amritsar	Northern Region - DEL T3	Gauhati	Eastern Region - CCU Hangar	Ahmedabad	Western Region - BOM NEC	Visakhapatnam	Southern Region - BLR
Bhopal	Northern Region - DEL T3	Bhubaneswar	Eastern Region - CCU Hangar	Jamnagar	Western Region - BOM NEC	Vijayawada	Southern Region - BLR
Chandigarh	Northern Region - DEL T3	Agartala	Eastern Region - CCU Hangar	Vadodara	Western Region - BOM NEC	Tirupati	Southern Region - BLR
Jammu	Northern Region - DEL T3	Gaya	Eastern Region - CCU Hangar	Goa	Western Region - BOM NEC	Belagaum	Southern Region - BLR
Jaipur	Northern Region - DEL T3	Ranchi	Eastern Region - CCU Hangar	Aurangabad	Western Region - BOM NEC	Mysore	Southern Region - BLR
Jodhpur	Northern Region - DEL T3	Dibrugarh	Eastern Region - CCU Hangar	Surat	Western Region - BOM NEC	Gulberga	Southern Region - BLR
Kullu	Northern Region - DEL T3	Dimapur	Eastern Region - CCU Hangar	Pune	Western Region - BOM NEC	Hubli	Southern Region - BLR
Lucknow	Northern Region - DEL T3	Imphal	Eastern Region - CCU Hangar	Rajkot	Western Region - BOM NEC	Mangalore	Southern Region - BLR
Pantnagar	Northern Region - DEL T3	Bagdogra	Eastern Region - CCU Hangar	Nagpur	Western Region - BOM NEC	Coimbatore	Southern Region - BLR
Srinagar	Northern Region - DEL T3	Durgapur	Eastern Region - CCU Hangar	Jagdalpur	Western Region - BOM NEC	Kochi	Southern Region - BLR
Udaipur	Northern Region - DEL T3	Aizawl	Eastern Region - CCU Hangar	Raipur	Western Region - BOM NEC	Trivendrum	Southern Region - BLR

Varanasi	Northern Region - DEL T3	Port Blair	Eastern Region - CCU Hangar	Indore	Western Region - BOM NEC	Madurai	Southern Region - BLR
Khajuraho	Northern Region - DEL T3	Patna	Eastern Region - CCU Hangar			Tiruchirappalli	Southern Region - BLR
		Tezpur	Eastern Region - CCU Hangar			Kannur	Southern Region - BLR
		Silchar	Eastern Region - CCU Hangar			Kozhikode	Southern Region - BLR

### 6.3 VPN

The bidder must provision for 62 VPN licenses in accordance with the proposed SDWAN router. The required VPN needs to be used by AIESL's out location (sub-location) users and the bidder will support in configuring the same VPN with the users. The details of the out locations (sub-location) are mentioned in Scope of work section 6.1. The VPN users will connect with Delhi HO based SDWAN router that further will connect with Cloud based ERP system.

### 6.4 Private DNS

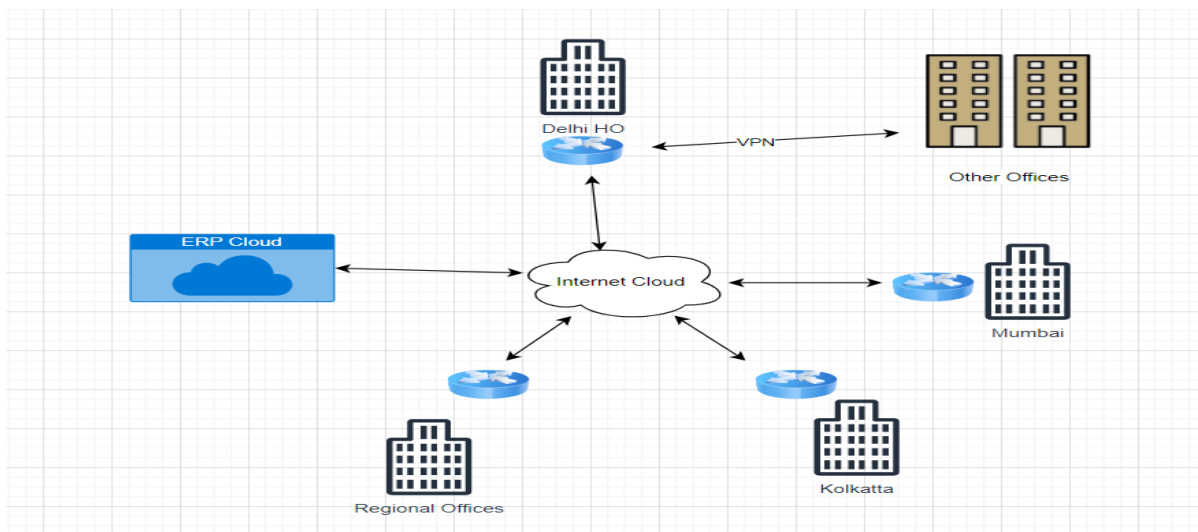
AIESL is migrating from Air India SAP landscape to its own landscape on SOH. AIESL currently is on Air India network and to access SAP GUI connection from SAP RISE platform, AIESL would require initiation from its own private network. As per AIESL's requirements to access SAP and ease of usage, private DNS is required to be hosted on SAP's cloud. Selected bidder must ensure to perform a feasibility check and provide connectivity to SAP system through private DNS server installation at SAP's cloud. The SAP SOH solution would be hosted on private cloud of Azure with Data center at Chennai. The following are the details for DNS configuration:

1. The bidder is required to Configure, Install, Test and Commission, a primary and a secondary DNS server on SAP's cloud.
2. The DNS server should be configured in consultation with SAP implementation team of AIESL.
3. The DNS server will act as a private DNS providing services to AIESL users.
4. The bidder is required to test the settings post SAP implementation.

The below table provides details on DNS configuration requirements. The Bidder must ensure the below specifications are met whilst proposing the same in his bid.

S. No	Description	Memory	CPU	Disk Space
1.	Primary DNS	128 GB	16core	500 GB
2.	Secondary DNS	128 GB	16core	500 GB

### 6.5 Network diagram



## 6.6 Operations

It is expected that network monitoring shall be carried out from premises of AIESL. The bidder shall be responsible for providing adequate resource count, required infrastructure (desktop/laptop etc.) and required NMS software for the operations. The proposed NMS software should be capable to monitor network devices, SDWAN routers and connectivity bandwidth and should be able to share a comprehensive dashboard and desired reports as and when desired by AIESL management. Bidder shall also be providing dedicated SPOC (Single Point of Contact) and escalation matrix. The bidder is expected to monitor network related activities and events for AIESL's network infrastructure and suggest/ take appropriate action on an on-going basis.

## 6.7 Training

1. The selected bidder will be responsible for training AIESL's employees as and when required in the areas of implementation, operations, management, monitoring, error handling, system administration etc. The training will be given both pre-implementation and post-implementation for proposed solution.
  - Pre-Implementation: Training will be provided to AIESL personnel team on the product architecture, functionality, and the design for each solution under the scope of this RFP.
  - Post Implementation: Training will be provided to AIESL personnel team on operations, monitoring, policy configuration for all in-scope solutions, routine operations, management, monitoring, etc.
2. The Bidder shall train AIESL's personnel on basics of networking, operation, policy management, Troubleshooting and familiarization of features and functionalities, policy configuration, and alert monitoring. The final agenda of training will be mutually agreed and documented in the training plan document.
3. The bidder is required to provide all trainees with detailed training material for each solution as per the scope of work of AIESL. This training material should cover installation, operation, integration, maintenance, troubleshooting and other necessary areas for each solution.
4. All out of pocket expenses related to training shall be borne by the selected bidder. The bidder may utilize the OEM resources in case the bidder does not have adequately experienced resources for providing training. It is to be noted that all expenses related to trainer (logistic or other) shall be borne by the bidder. Rest all requirements such as training room, printout, etc. shall be taken care by AIESL.

## 6.8 Audit

To the extent that AIESL deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford AIESL's representative access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases, and personnel. The Bidder must provide AIESL, access to various monitoring and performance measurement system (both manual and automated). AIESL has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the bidder.

1. The Bidder shall always, whenever required furnish all information, records, data stored in whatsoever form to internal, external, AIESL appointed and statutory inspecting auditors and extend full cooperation in carrying out of such inspection. The Bidder will also undertake to co-operate with the auditors to carry out its supervisory functions and objectives and will furnish all records and other information as auditors may call for, to carry out inspection and/or other functions. The Bidder is required to facilitate the same at no additional cost and shall provide uninterrupted access to AIESL during such period. Further, Bidder must ensure rectification of all the irregularities thus pointed out by the auditor within a given time frame.
2. The bidder must ensure compliance of Information Security according to policy of the AIESL and mitigate risks, if any, within the stipulated time without any additional cost to AIESL.
3. In lieu of above, the selected bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverables and services over the period of contract without any additional cost to AIESL.
4. Compliance with security best practices may be monitored by periodic computer/information security audit performed by or on behalf of AIESL. The periodicity of these audits will be at the discretion of AIESL. These audit plans will include, but are not limited to, a review of access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, network security controls and program change controls.



## 6.9 IP Address Scheme

1. The bidder is responsible for maintaining and managing IP address and VLAN schema for AIESL across all locations.
2. The bidder should design the IP addressing scheme for the new branches/offices proposed to be connected in the RFP and implement the same at each location after obtaining approval from AIESL.
3. If it is felt necessary that the IP design needs to be changed at a later date, the bidder should design the new IP scheme based on AIESL's requirements and implement the same on the network. The bidder shall coordinate with the vendors of LAN, PCs, servers, and other equipment and with the help of them migrate old IP addresses to the new scheme.
4. The bidder shall submit a comprehensive document for the IP address scheme including implementation details for connecting all the branches/offices /other locations of the AIESL. The above IP address design, implementation, migration, and documentation shall be offered without any extra cost to the AIESL.

## 6.10 Maintenance and Monitoring

1. The bidder shall maintain the network equipment inventory and configuration details.
2. The bidder will be responsible for ensuring the quality of service required by each of the applications running on the network. This activity includes application wise investigation of bandwidth usage, network latency, and identification of congestion points, troubleshooting and capacity planning.
3. In case, the network latency/jitter/packet loss is more than expected, it shall be the duty of the bidder to investigate the network to find out the cause and rectify the same for achieving the optimal network operation.
4. The bidder will be responsible for monitoring of AIESL's network infrastructure and regular checking of network health. Some of the major activities include but not limited to:
  - Daily Network Health Checklist of all Network Equipment at AIESL office premises.
  - Finding out status of all links from AIESL office premises. If any link is down, the bidder shall initiate steps to resolve the same.
  - Capacity/Bandwidth usage monitoring. Need to capture Min/Max/Avg. utilization on Daily/Weekly/Monthly basis of all links.
  - Monitor port status on network devices.
  - Network cabling status and verify connectivity in AIESL office premises. Co-ordination with respective teams /vendors.
5. The bidder shall be a single point of contact to all branches/offices for any problem related to connectivity and IP issues. Any issues related to network or networking equipment would have to be resolved within the stipulated time.
6. Bidder should ensure proactive Monitoring and management of installed network using network management software through a central location. Remote Monitoring shall be enabled from the bidder's central network monitoring site with accessibility over toll free lines and email. Further bidder needs to provide web portal access to AIESL so that Monitoring can be done. The bidder should monitor and manage all links for strict compliance with SLA. AIESL should also be able to obtain standard reports on the links bandwidth usage, availability of links etc.
7. Bidder must deploy a system where call logging of down link should be done automatically i.e.,without manual intervention and alerts of such down calls should be reported to AIESL by way of email. Bidder should provide a portal and Dashboard to AIESL where real time monitoring can be observed, and ticket logging and ticket status can be viewed and done.
8. If any call is logged for the link down issue, responsibility of the bidder shall be up to the time until the link is up in the network switch in the branch.
9. The bidder should provide all security measures for the network, which should prevent against all kind of attacks like IP spoofing etc.
10. Bidder should provide below mentioned resources at AIESL's office for proactive support to all requested locations during scheduled timing as mentioned below:
  - The team shall be responsible for monitoring, management and L1, L2 & L3 support including incident and ticket management and resolution of network issues.

- One engineer for support to be deployed at New Delhi office during office hours (Monday to Friday, 10AM to 6 PM). In case of any expertise requirements for troubleshooting, the bidder shall extend his services and provide on call L2/L3 engineer. The provided engineer will also work as Helpdesk, monitoring any discrepancies observed at PAN India locations. He will monitor operations across all locations and provide remote support to all locations in case any troubleshooting is required.

11. Bidder should have adequate field engineer for restoration of links with skilled knowledge and prior experience. The network links should not remain isolated due to the absence of field engineer at any point of time. There will be no engineer visit charges in any case.

## 6.11 Support Level Definitions

### Level-1 or Tier-1

Junior level technical support personnel. Level 1 support teams solve user problems by following standard operating procedures (SOP).

### Level-2 or Tier-2

Level 2 technician reviews the work order from a Level 1 specialist. Level 2 technician communicates with the user with an in-depth analysis of the problem before providing a solution.

### Level-3 or Tier-3

Level 3 support consists of experts, who may include specialists such as architects, engineers, and creators.

## 6.12 Reporting requirements

Frequency	Type of report
Monthly	<ul style="list-style-type: none"> <li>• Link wise availability report</li> <li>• Link-wise Bandwidth Utilization report with suggestions for bandwidth upgrade/ downgrade based on the report</li> <li>• WAN Progress report to be provided for links Region wise, zone wise, link wise, new links added, links surrendered etc.</li> <li>• Monthly SLA monitoring report</li> </ul>
Quarterly	<ul style="list-style-type: none"> <li>• All monthly reports with trend analysis</li> <li>• Quarterly SLA report</li> <li>• Link inventory including location, ISP, Bandwidth, Link Carried Medium, Peak utilization, Average utilization, etc.</li> </ul>

## 6.13 Other requirements

1. AIESL may add/remove additional/existing branches/office locations. SUCCESSFUL BIDDER will connect/disconnect branches/offices as and when required during the contract period. The bidder is required to provide network at all such new locations and will be paid as per mutual agreement for the scope of work in such cases. SUCCESSFUL BIDDER will be responsible for monitoring, management, and maintenance of entire network. The proposed network architecture should be scalable with 15% - 20% spare capacity keeping in mind any future expansion of AIESL.
2. Successful bidder must consider new additional site in future covering installation of network cables, networking rack, UPS, air conditioning, migration of SDWAN, switches and provisioning of internet connectivity with the cloud-based ERP system. The sizing should be done based on the below assumption:

No of users - To be decided later

SDWAN - 1

Switches - To be decided later

All payment for additional sites, shifting of sites will be done basis mutual agreement with AIESL as per finalised scope of work.

3. Successful bidder will ensure the provisioning of extra VPN's as required by AIESL on need basis, post network setup. The cost to provision the same shall be borne by AIESL in agreement with successful bidder on actuals.

4. Successful bidder should install & configure network equipment for integration of new application, additional network etc., should support for smooth operation of its entire network, or any other location desired by the AIESL, conduct user training at the location specified by the AIESL and provide consultation, management, and monitoring for other network related problems of any applications.
5. Because of business requirements, AIESL may shift branches/office premises to new locations. All the network equipment including the links need to be shifted to the new premises. SUCCESSFUL BIDDER will uninstall the equipment, duly pack them, and will transport the equipment to the new location and will reinstall the equipment at the new location. Equipment transportation cost through courier will be reimbursed. Similarly, the bidder will coordinate in shifting/surrendering the links both at old and new locations. AIESL will pay the agreed shifting charges to the bidder. Bidder must carry out link shifting / equipment shifting within 4 weeks from the date of purchase order / work order.
6. SUCCESSFUL BIDDER should do all internal cabling where required till network rack for successful commissioning of the required link. Such additional cabling should be billed to AIESL on actuals and agreed upon pricing.
7. The equipment proposed should not have been declared 'Out of Sale/Out of Support' at the time of delivery. In case of equipment provided to AIESL under this project are declared "Out of sale/Out of support" by OEM during the contract period, bidder will deploy the similar or next available higher version of the equipment during the contract period without any additional cost to the AIESL.
8. SUCCESSFUL BIDDER is responsible for preparing, maintaining, and updating network documents/diagrams/inventory as per the AIESL's requirement. The documents/ diagrams should be updated with proper version controls.
9. Whenever AIESL wishes to upgrade any link to higher bandwidth, SUCCESSFUL BIDDER should upgrade link as per the agreed upon prices. Such bandwidth upgrades shall be commissioned within four weeks from the date of purchase orders / written confirmation from AIESL.
10. SUCCESSFUL BIDDER shall maintain the connectivity at each location on 24\*7 basis. SUCCESSFUL BIDDER also must monitor the sites pro-actively to prevent the link failure. SUCCESSFUL BIDDER should take the necessary action to restore the link in case of down time without waiting for down call from AIESL.
11. SUCCESSFUL BIDDER will also take the responsibility of liaising with the Government Departments for obtaining the necessary regulatory approvals, if any. However, AIESL will issue letters that are required and sign such applications as are necessary.
12. SUCCESSFUL BIDDER will provide escalation procedures and the names of the officials to whom the calls can be escalated for project implementation and network sustenance.

## 7. Annexure 1

### 7.1 SDWAN Controller

Sr. No.	Minimum Technical Specifications	Compliance (Yes/ No)	Reference
2	The proposed solution must be delivered by a physical hardware platform (Max 2RU) at the DC environment.		
4	The Controller appliance must have minimum 4 * 1/10G SFP+ ports and 4*10G ports populated from day 1 and two separate out of band 1 Gbps management port. These interfaces must be 802.3 compliant.		
6	The Controller appliance should be in a HA configuration and should also support redundant power supplies and the PSU's must be hot swappable.		
7	The solution must support integrated Application Optimization that can be managed and operated using a single dashboard.		
8	The proposed solution must provide technical data sheets for each model of appliance proposed		
9	If Any vendor proposes separate Management, it must ensure compliance against 9a to 9b		
9a	Must support dual redundant hot swappable power supply from day 1.		
9b	Must support a minimum RAM capacity of 8 GB and upgradable to 64 GB		
10	<b>Path Selection and Failover:</b> The proposed solution must assign the path for traffic on per packet basis or flow bases.		
11	The proposed solution must support the use of diverse network links as WAN links. This must include the ability to use: <ul style="list-style-type: none"> <li>• Metro Ethernet</li> <li>• Broadband</li> <li>• LTE</li> </ul>		
12	Quality decisions used in path selection must be unidirectional, with support for asymmetric routing. Round trip latency measurements is not considered unidirectional.		

13	If a link carrying application traffic fails, the application traffic must be moved from the failed link to a functioning link in automatically.		
14	If a link carrying application traffic begins to exhibit loss or latency such that the quality of the application begins to degrade, then the solution must include the ability to shift application traffic off of the degraded link on to a better performing link without any perceptible interruption in application continuity or lost packets.		
<b>QoS and Traffic Prioritization</b>			
15	The solution must be able to define classes of application traffic and apply Quality-of-Service policies to each class.		

16	The solution must be able to apply QoS policies to all traffic seen in the network, including both optimized and non- optimized traffic flows, including TCP, UDP, and other non-TCP traffic types.		
17	QoS policies should be centrally defined and can be applied to classes of applications and individual applications.		
18	QoS policies must control: <ul style="list-style-type: none"> <li>• What priority is assigned to application traffic as it enters the WAN.</li> <li>• What amount of minimum bandwidth should be allocated.</li> <li>• What overall share of network resources should be allocated.</li> </ul>		
19	To ensure high application performance for bandwidth intensive applications such as multi-media streaming, backups, and large file transfers, the solution should be able to leverage multiple links simultaneously for a single application session.		
20	The links that are bound together to meet this requirement must include the ability to bind or use multiple MPLS / P2P /Internet Links etc.		
21	The solution should be able to build connections dynamically between two SD-WAN devices, leveraging multiple links and apply logic for best path selection, traffic switching, QoS, and dynamic link bonding or utilization.		
<b>Packet Duplication/ Forward Error Correction</b>			
23	To ensure high application performance for real-time applications, such as voice, the solution should be able to seamless failover and load balance traffic with or without traffic duplication of a session's traffic for a given application or do Forward Error Correction (FEC) for applications like Video, Voice etc. Solution shall ensure no drop-in session even if any of the link fails along with TCP optimization		
<b>Security</b>			
25	The solution must support an authentication capability to authenticate a remote peer WAN device before forming overlay network.		

26	The solution must support auto rotating encryption keys per transport. It should also have capability to configure pair-wise keys.		
27	The proposed solution must not compromise user data. Data flowing across the devices must be encrypted. Encryption technologies like AES128, AES 256 must be supported and part of proposed solution from day 1.		
28	The solution must support RADIUS and TACACS+ for authenticated administrator access.		

29	The solution should support routing domains that allow for building multiple virtual networks that separate traffic, can carry overlapping IP address ranges. On Day 1 as data center is aggregated location and to separate the traffic between different departments/domain, should have <b>minimum 10</b> domain support.		
<b>Network Integration</b>			
30	The solution must support standard functions such as DHCP, Edge Gateway.		
31	The solution must integrate transparently into the existing routing infrastructure. The solution must be completely transparent to existing routing protocols (e.g., OSPF, BGP, etc.).		
32	The solution must include the ability to support the following topologies: <ul style="list-style-type: none"> <li>• Hub and spoke</li> <li>• Full mesh</li> <li>• Partial/regional mesh</li> </ul>		
<b>Routing</b>			
33	The solution should be capable of learning dynamic routes. BGP and OSPF must be supported.		
34	The solution should advertise itself via dynamic route protocols. BGP and OSPF must be supported.		
<b>Centralized Management and Reporting</b>			
35	The solution must support a centralized automatic initial configuration process, including automatic registration of newly deployed appliances into the Central Manager.		
36	The solution must support flexible hierarchical group management, including for group-based configuration changes and software updates. Appliances may be grouped according to a hierarchical structure that affords easy management of hundreds of appliances.		
37	The solution must support centralized monitoring of deployed appliances, including health reporting and archival of log messages.		
38	To facilitate the rapid rollout of devices zero-touch provisioning should be supported.		
39	The solution must present reporting information on an hourly, daily, weekly, or monthly basis.		
40	The solution must support configuration through a web-based GUI		
41	The solution must support time configuration through NTP.		
42	The solution must include a comprehensive logging capability.		
43	Logs must be retained in each individual device for a period of at least 30 days.		
44	All configuration, management, and reporting functions should be accessible through the individual device management interface.		

45	The solution must provide Virtual Link Quality (Packet loss, Jitter, Latency) report for daily, weekly, monthly, yearly etc.		
46	The solution must provide Individual Link Quality (Packet loss, Jitter, Latency) report for daily, weekly, monthly, yearly etc.		
47	The solution should bundle all Licenses and should be perpetual		
<b>High availability</b>			
48	The solution must support high availability options for data center appliances. Both the devices should be utilized in active/active fashion.		
50	Service, Support & Training		
51	The devices and software should be supported by the OEM on a 24x7 basis through Technical Assistance Center (TAC) in India.		
52	The TAC support should be provided directly from OEM and not through any intermediate third-party.		
53	Proposed Solution should have minimum 5 years EOS/EOL 5 years OEM Onsite Warranty and support for both hardware and software		

#### SDWAN for Branches

Features	Minimum Technical Specification	Compliance (Yes/ No)	Reference
General	Device should be modular/ CPU/Chassis in architecture and should be a single chassis solution		
	Device Processors should have minimum 4GB memory/storage or more to support multiple software images for backup purposes, log report and future scalability		
	System throughput of minimum 1Gbps from day 1 and Scalable up to 5 Gbps or equivalent Mpps		
	Redundant Power supply from day one.		
	The proposed appliance / chassis should be proposed with redundant power supplies		
	Should have an integrated auxiliary/console & 10/100 or 1G management interface, in addition it should support one USB interface to allow for software image & configuration portability		
	NAT support: NAT44, NAT66, NAT64, NAT46, static NAT, dynamic NAT, PAT & DNS64, DHCPv6		
	Multicast replication, Security access control lists (ACLs)		
	Should support multiple level of privileges and authentication for user access		
	Should support RADIUS and TACACS+		
	Should support source and destinations based, time-based ACLs or Security policy		
	should support 3DES and AES encryption standards		
	IPSec implementation should be IETF compliant & Router should have minimum 5000 IPSec Tunnels.		

	The solution should be able to use all the available links terminated on single or dual SDWAN Devices. All hardware and links to be used.		
	Proposed Solution should have minimum 5 years EOS/EOL 5 years OEM Onsite Warranty and support for both hardware and software		
	The solution shall have IPV4, IPV6, and IPSEC from Day-1		
<b>Interfaces</b>			
	Minimum 8 Ethernet Interfaces out of which 4 should be SFP Based from day 1		
	All the above ports should be in compliance with 802.3 standards		
	The Gigabit Ethernet Optical port should support single mode fiber connectivity		
<b>SDWAN Architecture</b>	Proposed SDWAN solution should have management-based architecture and if management appliances/solution goes offline the SDWAN solution should keep on functioning without any issues. Must support build in GUI as well for any onsite changes if required.		
	The bidder shall propose at least one management solution		
	Management architecture should have option to be deployed in HA if required in future.		
	Management architecture should support on premise Model as well as have option of hosting on cloud.		
	There should not be any impact on SDWAN data forwarding capability in case of complete disconnection of management		
	Management architecture should support multi-tenancy if required		
	Management architecture should support rich policy constructs to manipulate routing information, access control, segmentation, Extranets		
	The solution should support solution with or without packet duplication/FEC, application aware routing and the Forward Error Correction.		
	Solution should provide transport independence and should allow to use any transport like MPLS, Broadband Internet, Point to Point, VSAT and RF termination on Ethernet.		
<b>Security</b>	Solution should support build in firewall feature (IPS and application control) to protect network against threats solution can be quoted separately as and when required		
	Management and SDWAN solution should communicate over encrypted channel		
	Solution must support IPSec tunnel creation to 3rd Party network integration. They must be able to talk to the SDWAN locations.		
	Solution should support strong encryption like AES 256 or higher		
	PACKET REDISTRIBUTION must be supported even over IPSec tunnel meaning if ipsec tunnel break the file transfer shouldn't break or stop, rather it should move to secondary tunnel without any noticeable delay.		
	Proposed solution must support creation of logical separate sub-domain within single physical devices to separate different kind of networks. This should support minimum 10 sub-domain on day 1.		



	<p>solution should support integration with cloud based/appliance-based security solutions or should have inbuilt security features like Web filtering and antivirus</p>		
	<p>solution should support split tunnelling to provide direct internet access from branch</p>		
	<p>SDWAN solution shall have built in feature to protect CPU under DoS/DDoS attacks as and when required</p>		
	<p>architecture should support application identification at layer-7 and should be able to identify minimum 100 applications natively. It should also allow to define custom applications as per requirement</p>		
<b>Routing and QoS</b>	<p>Solution should allow minimum 2 service providers at branch locations</p>		
	<p>Should have minimum RIPv2, OSPF, BGP4, BFP routing protocols &amp; IP multicast routing protocols: PIM , IGMP</p>		
	<p>Device should support performance SLA based on combination of latency, packet loss and jitter of SDWAN links.</p>		
	<p>Edge devices should support 802.1Q, sub interface, Inter VLAN Routing</p>		
	<p>Solution should support rule-based routing based on Application, IP prefix and Ports (representing the source and destination Applications / user groups)</p>		
	<p>Device should support rule creation based on Application or source address or destination address and each rule should have option to use different performance SLA on SDWAN link</p>		
	<p>Should support QoS based on application</p>		
	<p>Should support FEC (Forward Error correction) and DSCP Matching</p>		
	<p>Solution must support BGP additional path support and route-map</p>		
	<p>Should have minimum 4 GB of DRAM and 4GB of Flash, should support expandability of DRAM to 8 GB</p>		
	<p>Should support MD5 authentication for routing protocols</p>		
	<p>should support congestion management techniques like Priority Scheduling, WRED</p>		
	<p>Should provide Non-Stop Forwarding/Non-Stop Routing support to ensure data forwarding during software switch-over or upgrade</p>		
	<p>Solution must support automatic Site to Site VPN creation.</p>		
<b>Management</b>	<p>It should be appliance/VM Based solution which must support minimum 300 SDWAN devices at Day 1. Appropriate hardware to be included in the solution. Also, if device count go beyond the capacity, it should support clustering function to support management role</p>		
	<p>management role.</p>		
	<p>Management solution should have built in GUI which can be accessed by any popular browser and no extra software must be required to open management GUI access</p>		
	<p>Should have template option to push common policy across all SDWAN solution</p>		
	<p>Must have dashboard showcasing all the SDWAN solution across the network with their latency and link status</p>		
	<p>Centralized management should have open APIs to integrate with third party management</p>		
	<p>Centralized management should support role-based access</p>		
	<p>The Logs and Reporting platform must be a dedicated from same OEM</p>		
	<p>The Logs and Reporting platform support running on-demand and scheduled reports</p>		

<b>Logging &amp; Reporting</b>	Should have capability to store all the required Data, Logs, Configuration and Reports for 6 months		
	Real-time display of information allows you to follow real-time trends in network usage such as the source IP address and the destination IP prefix URL for HTTP traffic or IM message traffic.		
	All log files and messages are searchable and can be filtered to drill down and locate specific information.		
	The logging Appliance should support multiple types of report format PDF, HTML, CSV and XML.		
<b>Licensing</b>	All license for Monitoring, management, VPN and Logging should be quoted. Vendor should quote all the license from day one related to proper SD-WAN deployment and all the feature requested above.		
	License for any unmentioned feature which require proper deployment and functioning of SD-WAN must be quoted. Vendor shouldn't have any hidden charges		
<b>Performance Parameter</b>	Connectivity from multiple service providers, Firewall and IPSEC throughput minimum 1 Gbps.		
<b>Support</b>	The TAC support should be provided direct from OEM and not through any intermediate third-party.		

## L2 Switch

<b>Minimum Technical Specifications</b>	<b>Compliance (Yes or No)</b>	<b>Cross Reference to Product Catalogue</b>
24*10/100/1000Base-T RJ45 ports, 4*1G/2.5G SFP ports		
Should have minimum 56 GBPS Switching Capacity		
Support for at least 1000 VLANs & minimum 16k MAC address		
It should support IGMP snooping v1, v2 & v3		
Dynamic Host Configuration Protocol (DHCP) snooping		
Switch should support LLDP		
Should support IP source guard		
Should support Secure Shell (SSH) Protocol and Simple Network Management Protocol.		
Switch needs to have console port for administration & management		
Management using CLI, GUI using Web interface should be supported		
FTP/TFTP for upgrading the operating System		

## DNS specifications

S. No	Description	Memory	CPU	Disk Space
1.	Primary DNS	128 GB	16core	500 GB
2.	Secondary DNS	128 GB	16core	500 GB

**Note: The bidder must comply with all specifications mentioned above and include the compliance sheet as a part of their technical bid documents.**

### **Schedule of Requirements**

Sl. No.	Description/ Solutions	UoM	Quantity
1	SDWAN Branch Router	Nos	26
2	SDWAN Controller	Nos	1
3	L2 Access Switches	Nos	202
4	VPN for out-locations	Nos	62
5	Private DNS	Nos	2

## 8. Evaluation Criteria

The qualification will be subject to Bidder's fulfilment of the Qualification Criteria and stipulated hereunder, substantiated by authentic and relevant information and details. The Bidder(s) who wish to apply for Tender for the aforesaid work must satisfy the following qualifying criteria:

### 8.1 TECHNICAL CRITERIA: -

#### General Experience

- a) The Bidder should be a Registered Company in India under the 'Companies Act' and should be in existence in India for more than Seven (07) years as on 31<sup>st</sup> March 2023.
- b) The bidder should not have been blacklisted/ debarred by any Government Departments, Agencies or Public Sector Undertakings in India as on the date of submission of the tender.
- a) The Bidder should be the authorized Partner of OEM/OEM for proposed IT Infrastructure equipment [CapEX]. In support, bidder shall submit valid authorization certificate along with bid.
- b) The Bidder must have a minimum 50 nos. of resources on its payroll in. In support, bidder shall submit certificate from Human Resources Department of the company.
- c) The Bidder must be certified for any one of below mentioned certification and shall submit valid certificate:
  - a) ISO 20000
  - b) ISO 27001: 2013

#### Technical Experience

The bidder should have experience of having "**Successfully Completed**" 2 "**Similar work**" during last seven (7) years prior to the last day of bid submission and should fall in either of the categories mentioned below:

- a) One (1) work costing not less than Rs 4Crore.
- b) Two (2) works costing not less than Rs 3 Crore each.
- c) Three (3) works costing not less than Rs 2 Crore each.

#### **Note:**

**Similar works definition:** Designing, Delivery, Installation, Go-Live and Management of IT network and Infrastructure.

**Successfully Completed definition:** The bidder should have provided one (1) year service after commissioning/Go Live even if the total order or contract is not completed/ closed. The same shall be supported by documentary evidence issued by the owner/ employer.

- a) The Completion/Go-live and satisfactory performance of one (1) year for Specific Technical Experience should fall within the preceding Seven (7) years reckoned from last day of bid submission.
- b) In support of above, bidder shall provide following documents:
  - I. Completion/Go-Live certificate
  - II. Performance/ Successful operation certificate for at least one (1) year from the date of Completion/ Go-live issued by Purchasers/ Owner of the Project.
- c) The evaluation of bidder's specific experience for a work executed on JV / Consortium basis shall be based on his role and scope of work in such joint ventures/ Consortium. To establish his role and scope of work in such Joint Venture/ Consortium contracts, the bidder(s) shall provide documentary evidence such as JV/ Consortium agreement/contract of the work to the extent of experience claimed by him. In case the quantum of work as per experience certificate does not match with the scope of work as defined in the JV/consortium agreement, then the experience credentials shall be considered as per the experience certificate issued by the employer/client.
- d) In case scope of work of individual partners is not clearly defined in the JV/consortium agreement, credentials of bidder being partner in a JV/consortium shall be decided in the following manner: -

- Where specific experience certificate in respect of individual JV / consortium partners is available, the same shall be considered to the extent of work executed by such JV / consortium partner.
    - Where specific experience certificate is not available, or experience certificate is issued in the name of JV/consortium, the evaluation shall be done in the following manner: -
  - In case the participation/profit sharing percentage of bidder as per JV/ Consortium agreement is at least 35%, full credit of the work executed by the JV/consortium shall be given to such bidder.
  - In case the participation/profit sharing percentage of bidder in JV/Consortium agreement is less than 35%, no credit of work executed under such JV / Consortium shall be given to such bidder.
  - Notwithstanding above conditions, in case of availability of specific experience certificate, the following shall apply.
- e) In case both participations share, and profit-sharing ratio are available in the JV/ Consortium Agreement, participation share shall prevail.

**Note: The bidder must mandatorily submit compliance to technical specifications as mentioned in Annexure I for proposed infra solution.**

## 8.2 Financial Capacity

### Turnover

Average Annual financial Turnover value of the bidder(s) in the preceding three (3) financial years (2019-20,2020-21,2021-22) should not be less than Rs 4 crore in value (INR) as mentioned below:

The necessary documents viz. Annual Report/ Audited Balance Sheet/ Profit & loss account for calculation of the above should be submitted by the bidder.

Profit after tax: The profit after tax of the Bidder to be positive on the closing day of last three (3) financial years (2019-20,2020-21,2021-22) should be positive.

**Make in India:**To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 201711. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order: -

- a) 'L1' means the lowest tender or lowest bid, or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- b) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. It has been fixed as 20 (twenty) percent.
- c) 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- d) 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
- e) 'Works' means all works as per Rule 130 of GFR- 2017 and will also include 'turnkey works'.

### **Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'non-local suppliers' for different types of procurement**

- a) In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.
- b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para (i)(a) above, and with estimated value of

purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

- c) For the purpose of this Order, works include Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

### **Purchase Preference**

- a) Subject to the provisions of the Order and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- b) In the procurements of goods or works, which are covered by para (i)(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'non-local supplier', as per following procedure:
1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-II local supplier', the contract for full quantity will be awarded to L1.
  2. If L1 bid is not a 'Class-I local supplier', 50 (fifty) percent of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50 (fifty) percent quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods or works, which are covered by para (i)(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'non-local supplier', as per following procedure:
1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-II local supplier', the contract will be awarded to L1.
  2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and
  4. contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
  5. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

### **Applicability in tenders where contract is to be awarded to multiple bidders**

In tenders where contract is awarded to multiple bidder's subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'non-local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'non-local suppliers' provided that their quoted rate falls within 20 (twenty) percent margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20 (twenty) percent margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If

the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20 (twenty) percent margin of purchase preference, and so on.

- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paragraphs above.

**Exemption of small purchases:** Notwithstanding anything contained in paragraph, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from the Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

**Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50 (fifty) percent. For 'Class-II local supplier', the 'local content' requirement is minimum 20 (twenty) percent. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50 (fifty) percent and 20 (twenty) percent for 'Class-I local supplier' / 'Class-II local supplier' respectively.

**Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

**Verification of local content:**

- a) The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

### 8.3 Financial Evaluation

The financial bids shall be opened of only those bidders who have been found to be technically eligible.

**Form 8 consists of two tables, table A and table B. The total cost of both the tables collectively will form a part of evaluation for successful bidder. Total Cost of Ownership (TCO) will be arrived at by adding cost of all components as mentioned in financial bid format Form-8. Form 08A is provided to understand unit prices for each of the items required as part of network and infrastructure establishment at AIESL.**

**The Bid having the Lowest TCO shall be termed as the Lowest Evaluated Bid and will be awarded the contract.**

The Financial bid should be provided with the following key requirements:

- The Bidder shall quote a price for all the components and services of the solution to meet the requirements of AIESL.
- All the prices will be in Indian Rupees (in words and figures). In case of discrepancy, the amount in word will prevail.
- No adjustment of the price quoted in the Price Proposal shall be made on account of any variations in costs of supply & services, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. No clauses for price fluctuations due to fluctuation of the Indian currency against any of foreign currency will be accepted during the period of the contract.
- The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract. A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as nonresponsive.
- Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (zero) in all such fields.

- It is mandatory to provide the break-up of all components in the format specified in Section 13. The Price bid should include the unit price and proposed number of units for each component provided in the Financial Bid.
- It is mandatory to capture all taxes including duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder and should be mentioned separately.
- The bid amount shall be inclusive of packing, forwarding, transportation, insurance, delivery charges and any other charges as applicable.
- All costs incurred due to delay of any sort, shall be borne by the Bidder.
- AIESL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.
- AIESL reserves the right to ask the Bidder to submit analysis of rate and data sheet for the rates quoted in the Price bid by the bidder including break-up of price quoted.
- If the price for any of the service is not explicitly quoted in the price bid or mentioned as zero, it is assumed that the price for that element is absorbed in some other service element for which a price has been quoted and AIESL has the right to source services for which no price was quoted or quoted as zero at no additional price.
- If taxes or any other applicable charges are not indicated explicitly, they are assumed to be bundled within the prices quoted and unbundling of these charges will not be entertained either during evaluation or while signing the contract.
- Bidder must submit financial proposal in the format prescribed in Form 8. Any deviation proposed by the bidder will make the bid liable to be rejected.

**Final Selection Marking Methodology:** The final selection of the bidder will be based on **Least Cost Selection (L1). The bidder quoting the lowest financial bid will be awarded the contract.**



## **9. General Condition of Contract**

### **9.1 General terms of Tender**

1. Bidders must submit the technical bid as hard copy sealed as mentioned in section 1 Notice Inviting tender under Single stage-two-part bidding process i.e., technical bid and Financial Bid. Selection will be based on Least cost L1 criteria. The complete tender can be downloaded from AIESL's website.
2. Bids received through fax will not be considered.
3. Bids received late, or bids that are incomplete or those, which are not in the prescribed format, are liable to be outrightly rejected.
4. Bids should be neatly filled / typed, all pages duly numbered, duly Signed and stamped on every page by an authorized Signatory of the bidder. Unsigned Bids will be rejected.
5. The rates quoted in the Commercial Bid should be clearly typed / written in figures and words free from over typing or over writing. The corrections, if any, must be authenticated by the full Signature of the person, who has Signed the bid.
6. The financial bids should be in Indian Rupees (INR) only.
7. Conditional discounts / credits, if any, shall not be given any consideration in the evaluation.
8. AIESL reserves the right to accept or reject, in whole or in part, any of the bids, without assigning any reason whatsoever at any stage.
9. The Bids should be valid for acceptance by AIESL for a minimum period of 90 days from the date of opening of the tender.
10. All information related to the price quoted by the bidder should be given only in the commercial bid format. The technical Bid should not contain any indication of the price. In case the price quoted is indicated in the technical Bid, the Bid will be rejected, without any reference to the Bidder. No further correspondence will be entertained in this regard.
11. Commercial bids of only those bidders who qualify based on evaluation of their technical bid would be opened and accordingly such bidders would be intimated.
12. The bid is to be submitted after careful study and examination of the tender document, and after obtaining a full understanding of the requirements. Bidders are therefore advised to study the tender document carefully before submitting their bids. The submission of a bid will imply that the Bidder has read this tender, its terms & conditions and has fully understood the work scope, specifications, project execution and solution implementation requirements.
13. The Agreement would be signed between AIESL, and the bidder selected for award of the contract. The bidders must confirm their willingness to sign such Agreement containing the entire principal terms and conditions of this tender.
14. AIESL reserves the right of not awarding any contract to any of the Bidders.
15. The bidders should bear all the costs associated with the preparation and submission of their bids, including the costs incurred in presentations, demonstrations etc. for the purposes of evaluation of the bids by AIESL. AIESL will in no case be responsible or liable for such costs regardless of the conduct or outcome of the bidding process. AIESL would however be responsible for the cost on account of travel, accommodation etc. of its Evaluation Team if a decision is taken during the process of evaluation of the bids to make visits to client sites.
16. Determination of whether the bid complies with the tender requirements or not will be at the sole discretion of AIESL.

17. No advance / pre-delivery payment term will be accepted.
18. It will be the responsibility of the bidder to comply and pay all taxes/ levies/ duties in the country of origin as well as in India, as applicable for the entire contract.
19. The prices quoted in the commercial bid must be exclusive of all applicable taxes, levies, and duties till the delivery of the complete solution to AIESL. The taxes, levies, and duties components applicable in the country of origin of the Bidder as well as that applicable in India for all the items of commercial bid format should be indicated clearly and separately in the Commercial Bid. In case, no taxes are applicable, it should be indicated as 'NIL' in the commercial bid format.
20. In case the taxes, levies and duties are not mentioned separately, the bid shall be considered as inclusive of taxes.
21. Any increase in taxes / levies / duties in subsequent years will be reimbursed by AIESL on submission of proof of payment by the bidder. Similarly, in case of any reduction in the taxes/ levies/ duties from the present level, the benefit will be passed on to AIESL.
22. In case, any new taxes / levies / duties are introduced in future by the Government of India during the period of the contract, the same shall be reimbursed to the bidder by AIESL on submission of proof of such payments.
23. Costs if any to be borne by AIESL in respect of the Project Implementation should be clearly indicated in the Commercial Bid giving the break-up there of element wise.
24. The Commercial Bids must be complete in all respects and no representation whatsoever would be entertained by AIESL for inclusion of any other cost head / cost after the opening of the bids. The prices quoted should remain firm / fixed for the entire term of the agreement. Withdrawal or unilateral modification of the Bids shall constitute a breach of terms of the tender and the Bids shall be liable for rejection therefore thereof. No representations from the unsuccessful bidders shall be entertained with respect to the evaluation of their bids by AIESL, whatsoever.

## 9.2 Pre-Bid Meeting

1. 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 as per date and time mentioned in Notice Inviting tender. The queries may be addressed to: [raj.gupta@aiesl.in&sandeep.dungrival@aiesl.in](mailto:raj.gupta@aiesl.in&sandeep.dungrival@aiesl.in).
2. 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. Any modifications or alteration to the Bidding documents listed in Tender that shall become necessary because of the Pre-Bid meeting, shall be made by AIESL exclusively through the issue of an Addendum / Corrigendum separately and shall be available on AIESL's 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 portal regularly for the aforesaid Addendum / Corrigendum as applicable.
3. Non-attendance of the Pre-Bid meeting shall not be a cause for disqualification of a Bidder. Interested Bidders who desire to attend the Pre-Bid meeting shall communicate one day in advance to the Pre-Bid meeting scheduled date to make necessary arrangements for entry passes with names of their representative (only two authorized representatives per Bidder), by email to [raj.gupta@aiesl.in&sandeep.dungrival@aiesl.in](mailto:raj.gupta@aiesl.in&sandeep.dungrival@aiesl.in).
4. Maximum 2(two) representatives of each Bidder shall be allowed to attend the Pre-Bid meeting on the date fixed by AIESL. The Bidders authorized representatives shall carry an authorization letter 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.
5. Inputs/suggestions/queries submitted by the Bidders as part of the Pre-Bid meeting and otherwise will be given due consideration by AIESL. However, AIESL is not mandated to accept any submission made by the Bidder and the final decision will rest with AIESL.

### 9.3 Modification of Bids

1. 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. Last modification by the Bidder shall be final.
2. No Bid shall be modified after the Due Date/Time for submission of Bids.
3. 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.

### 9.4 Earnest Money Deposit:

It is clarified that Bidders seeking exemption under MSME provisions are required to submit the Bid Security Declaration Form in the manner provided in Section 13 Instructions to Bidder in lieu of the Earnest Money Deposit.

An Earnest Money Deposit (EMD) of Rs 200000 must be submitted along with technical bid either in the form of Bank Draft / FD in favor of "AI Engineering Services Limited," and payable at New Delhi.

Tenders received without EMD shall be rejected.

In case a Bidder withdraws his bid during the process of evaluation of tender or fails or refuses to accept the contract if awarded in his favor, the Earnest Money Deposit will be forfeited.

EMD of the Tenderers, who do not qualify in the 'Technical Bid', will be refunded to them within one month of the award of contract.

EMD in respect of the successful Bidder will be adjusted against Security Deposit / Performance Bank Guarantee. EMD in respect of bidders, who have been unsuccessful in the evaluation of the commercial bids, would be refunded within one month of award of the contract.

### 9.5 Exemption / Preference to MSE units:

1. 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 to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012
  - i) District Industries Centers (DIC)
  - ii) Khadi and Village Industries Commission (KVIC)
  - iii) Khadi and Village Industries Board
  - iv) Coir Board
  - v) National Small Industries Corporation (NSPC)
  - vi) Directorate of Handicraft and Handloom
  - vii) Any other body specified by Ministry of MSME.
  - viii) Udyog Aadhaar
2. MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the tendered item along with their bid.
3. 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 (NSPC) must submit the valid NSPC registration certificate along with their bid.

4. The Micro and Small Enterprises not registered for the trade/item for which this tender is relevant, would not be eligible for exemption / preference.
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.
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.
7. Exemption from submission of EMD – The MSEs registered with above mentioned agencies/bodies are exempted from payment of EMD.
8. The Successful Bidder (MSME/Non MSME) will be required to submit the Security Deposit as applicable on the Contract value. However, in case of MSE Bidders, the Security Deposit/Bank Guarantee can be submitted on yearly basis renewable every year.
9. 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.
10. An MSE unit will not get any purchase preference over another MSE unit.

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.

## **9.6 Security Deposit / Performance Bank Guarantee**

1. A Security deposit (SD) @ 3 % of the contract value, or a Performance Bank Guarantee (PBG) for the same amount would be required to be submitted by the successful Bidder within two weeks from the date of award of contract. The SD / PBG is for meeting the project commitments till the end of the contract period. The SD / PBG would be refunded / returned within two months of successful completion of contract period subject to adjustment for penalties, if any, on account of deficiencies in performance as per the terms of the contract.

It is to be noted that the costs involved in furnishing of the PBG / SD are to be borne by the bidder who has been awarded the contract and the same is to be included in the commercial bid.

## **9.7 Evaluation Criteria for Technical Bid (Stage 1)**

1. The Technical Bids 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.
2. In the event the Bidder fails to provide any information or documents sought by AIESL, the Bid of the said Bidder shall be rejected by AIESL. No correspondence in this regard will be entertained.
3. The Bidders who qualify as per the Technical Bid evaluation criteria as mentioned in Section 8 and other requirements of the Tender would be considered for next stage of Tender process.

## **9.8 Evaluation criteria for Price Bid (Stage 2)**

1. The Price Bids of only those Bidders who qualify under the Criteria and comply with the other Tender requirements would be considered for financial bid evaluation.

2. Price Bids should be submitted strictly as per the format given in Section 13 only. The detailed procedure / method of quoting and criteria for evaluation of the Price Bids has been provided in Section 13.

### **9.9 Award of Contract/agreement, Acceptance, Commencement / Execution**

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

- i. The Successful Bidder must 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 must commence the Services within 14 days after execution of the Contract/Acceptance of LOI.
- iii. The Successful Bidder shall execute the Contract within 14 days of acceptance of LOI. The cost towards the preparation and execution of the Contract shall be borne by the Successful Bidder.

### **9.10 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 contract/order.

### **9.11 Force Majeure Event**

1. Neither the Service Provider nor AIESL (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.
2. 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).
3. 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.
4. 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.
5. 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 repercussions on either side.
6. 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.

### **9.12 Resolution of Disputes and Arbitration**

1. Any dispute arising between the Service Provider and AIESL(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.

2. 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.
3. The arbitration award passed under the arbitration shall be final and binding on the Parties.
4. The proceedings of the Arbitration shall be conducted in English language and place of arbitration shall be Delhi.
5. Each Party shall bear their own cost with respect to such arbitration.

### **9.13 Subcontracting**

1. The essence of the Tender is that there will be no subcontracting or delegation or outsourcing of any of Services to any third party without prior written approval of AIESL. However, if any sub-contracting is proposed by the Successful Bidder, such appointment / engagement of the sub-contractor shall be at the sole discretion of AIESL. Furthermore, the successful Bidder shall be responsible for all acts/omissions of such sub-contractor.
2. In event, the Contract is sub-contracted or assigned in violation of terms specified hereunder or the Contract, AIESL reserves the right to terminate the Contract and/ or take appropriate action against the Successful Bidder/ claim damages/ any other remedies for breach of the Tender/ Contract.

### **9.14 Recovery Of Sums Due**

1. Whenever under the Contract any sum of money is recoverable from Bidder, AIESL shall be entitled to recover such sum from the monthly bills. If the value of monthly bills is not sufficient to recover the dues recoverable under the contract, the same will be recovered by invoking bank guarantee / security deposit held by AIESL. In the event of the said security deposit /Bank Guarantee being insufficient, the balance of total amount recoverable shall be deducted from any sum due to Bidder under this or any other contract with AIESL.
2. Should this amount be insufficient to cover the said full amount recoverable, Bidder shall pay to AIESL on demand the balance amount within 14 days of the demand along with the interest as per applicable SBI lending rate from the due date specified in the demand notice.
3. If any amount due to AIESL is so set off against the said security deposit, the Service Provider shall have to make good, the said amount immediately but not later than 14 (fourteen) calendar days, to restore the Security Deposit to its original value. Non- restoration of such Security Deposit will be treated as event of default, leading to right of AIESL to take appropriate remedial action, including termination.
4. In addition to the above, AIESL reserves the right to deduct from the Successful Bidder's invoice, amounts attributable to loss or damage caused to AIESL -employees / cargo / equipment / machinery / building or any other property of AIESL or any damage caused to any third party by negligence or due to reasons attributable to the Successful Bidder including its employees.

### **9.15 Intellectual Property**

1. The Successful Bidder warrants that in providing the Services under the Contract, it shall not infringe the intellectual property including without limitation trademark, copyright design, right patent or etc. of AIESL and / or of any third party and agrees to defend, hold harmless and indemnify AIESL against any losses, damages, claims, costs, expenses etc. suffered by AIESL arising from any such infringement of any intellectual property.
2. The intellectual property produced by the Successful Bidder during or in relation to the Services under the Contract shall belong to AIESL absolutely.
3. AIESL reserves the right for injunctive relief to prevent the breach of any it's or third parties' intellectual property rights.

4. If the use of the Services is preliminarily or permanently enjoined because of a finding of infringement or the likelihood of infringement of the Successful Bidder's intellectual property, the Successful Bidder shall, at its sole cost and expense, and at its option:
- procure for AIESL the right to continue using the Services; or
  - modify the Services so that it becomes non -infringing; or
  - refund to AIESL the money paid by AIESL for the enjoined part or parts of the Services.

#### **9.16 Assignment**

During the Term of the Contract, the Successful Bidder shall not assign any of its rights or duties under the Contract without prior written consent of AIESL. Any assignment or transfer in violation of this Clause shall result in termination by AIESL with damages to the Successful Bidder.

#### **9.17 Non-Waiver**

Failure of AIESL to enforce any of the terms & conditions incorporated in the Tender / Contract, or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify the Successful Bidder in the event of breach, or the acceptance of or payment of any Services hereunder shall not release the Successful Bidder and shall not be deemed a waiver of any right of AIESL to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such Services regardless of when such Services have been delivered nor shall any purported verbal modification or revision of the order by AIESL act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of any condition of the Tender and Contract by AIESL shall not be considered as a continuous waiver or waiver for other condition by AIESL.

## **10. Special Condition of Contract**

### **10.1 Definitions**

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

- i. The term "AIESL" shall mean AI Engineering Services Limited.
- ii. The term "Bidder" shall mean the entity who has submitted the Bid for this Tender through its authorized signatory.
- iii. The term "Contract" shall mean the agreement entered between AIESL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- iv. The term "SP" shall mean Service Provider responsible for implementation of the project.
- v. The term "Days" shall mean the working days of AIESL.
- vi. The term "Services" shall mean the services to be provided by the Successful Bidder as mentioned in the Tender.
- vii. The term "Successful Bidder" shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- viii. The term "L-1" means Bidder with lowest quote, and "L-2" means Bidder with the second lowest quote.

### **10.2 General Scope of Work**

The scope of this contract is provided in detail in clauses of Section 6 of this RFP document. The SP shall undertake all such work and/or supply all such Services, Tools, resources, equipment's & expertise that may not be specifically mentioned in the afore said section containing scope of work but same can be reasonably inferred as being required for successful implementation and execution of this assignment.

### **10.3 Project Plan**

SP shall refer Section 6 SOW for detailed outlines of required deliverables.

Within fourteen (14) calendar days of Effective Date of the Contract, SP shall submit the detailed project plan to AIESL for its approval. A detailed Project Plan with details of the Project showing the sequence, procedure, and method in which he proposes to carry out the works. The Plan so submitted by SP shall conform to the requirements specified in the Section 6 in Scope of Work of the RFP & subsequent relevant clause/ section of the Contract. AIESL and SP shall discuss and agree upon the work procedures to be followed for effective execution of the works, which SP intends to deploy and shall be clearly specified.

The Project Plan shall include but not limited to: -

- i Project organization
- ii Communication structure
- iii Proposed staff
- iv Deployment schedule
- v Roles and responsibilities
- vi Processes and tool set to be used for quality assurance
- vii Security and confidentiality practices in accordance with industry best practices
- viii Work schedule in accordance with the Contract.

If SP's work plans necessitate a disruption / shutdown in AIESL's operation, the plan shall be mutually discussed and developed to keep such disruption / shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of SP to develop / adhere such a work plan shall be to his account.

### **10.4 Resource Planning and Deployment**

The bidder will prepare and submit a detailed project structure along with resource deployment plan (onsite & offsite). Bidder is required to deploy all resources (minimum) as per scope of work requirements, on-site at AIESL's project locations. Bidder will submit the detailed CV's (duly certified / verified by HR head of the SP of all the personnel to be deployed on the project for prior approval of AIESL.



SP shall deploy experts / personnel strictly in accordance with resources deployment plan with the numbers mentioned in the submitted project plan by the SP and names mentioned at the time of freezing Staffing at the start of the project. Should it become necessary for the SP to replace any of the personnel specified by name in the Staffing Schedule, the SP shall forthwith provide a replacement acceptable to AIESL with comparable or better qualifications.

If any of the personnel is found by AIESL to be incompetent, guilty of misbehavior or incapable in discharging the assigned responsibilities, AIESL may request the Service Provider, to forthwith provide a replacement with equivalent qualifications and experience acceptable to AIESL.

Personnel assigned by the SP to perform the Services shall be employees of SP and under no circumstances will such personnel be considered employees of the Project. SP shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee, and disability benefits and shall be responsible for all AIESL obligations under all applicable laws.

SP shall ensure that sufficient personnel are employed to perform the Services, and that such personnel have appropriate qualifications to perform the Services.

### **10.5 Service Window**

SP shall deploy resources and ensure availability of deployed resources during the entire contract period strictly adhering to the standard office working hours (10:00 AM to 6:00 PM) of AIESL or as per business shift requirements. During this period if AIESL deems the requirement of resources to be present for additional hours than referred earlier (on normal working days and/or holidays) SP shall be liable to adhere to the instructions & ensure the availability of required resources. During the situation as described above, SP shall not be eligible to claim any additional cost / charges/ fee over & above to the contract value in whatsoever manner. However, AIESL shall ensure all the requisite permission / approvals & facilitate the required resources to avoid any unforeseen administrative inconvenience.

### **10.6 Resource Replacement**

1. AIESL shall have the right to require the removal or replacement of any SP personnel performing work under this Contract. If AIESL requests that any SP personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 15 working days.
2. If during the project implementation phase, AIESL identifies any personnel of Bidder as "Key Personnel", the SP shall not remove such personnel without the prior written consent of AIESL.
3. Except as stated herein, nothing in this Contract or the SLA will limit the ability of SP freely to assign or reassign its employees if SP shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. AIESL shall have the right to review and approve SP's plan for any such knowledge transfer. SP shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.
  - i AIESL reserves the right to interview the personnel proposed that shall be deployed as part of the Project Team. If found unsuitable, AIESL may reject the deployment of the personnel. But ultimate responsibility of the project implementation shall lie with SP.
  - ii In case of change in its team members, for any reason whatsoever, SP shall also ensure that the existing members are replaced with at least equally qualified and professionally competent members.
  - iii In case of change in any of its deployed resources, SP shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new resource deployed.
  - iv SP shall ensure that SP's Team deployed is competent, professional and possesses the requisite qualifications, knowledge, and experience appropriate to the task they are required to perform under this Contract.

- v SP shall ensure that the services are performed through the efforts of SP's Team, in accordance with the terms hereof and to the satisfaction of AIESL.

## **10.7 Deliverables Acceptance Procedure**

Initially, Bidder shall provide draft deliverable to AIESL for their review and feedback within stipulated timelines. AIESL will provide feedback within the agreed timelines to make necessary changes, corrections (if required). Bidder will be required to re-submit the revised document/deliverable. Feedback will be an iterative process.

## **10.8 Inspection**

1. AIESL reserves the right to inspect the facility / premises of the Bidder and / or Successful Bidder from where the Services will be provided, at any point of time before / after awarding the Tender.
  
2. In the event any discrepancy noticed by AIESL or its authorized personnel or representative in the said facility / premise, AIESL or its authorized personnel or representative shall bring the same to the notice of the Successful bidder and the Successful Bidder shall rectify the same in accordance with the terms of the Contract and Tender, at no extra cost to AIESL and within a reasonable period from the date of the same being brought to the notice of the Bidder /Successful Bidder.

## **10.9 Conflict of Interests**

### **SP not to Benefit from Commissions, Discounts, etc.**

The payment to SP under this Contract shall constitute the SP's sole remuneration in connection with this Contract or the services. The SP shall not accept, for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services in the discharge of their obligations hereunder.

### **Prohibition of Conflicting Activities**

Neither the SP nor the Personnel shall engage, either directly or indirectly, in any business or professional activities conflicting to the Services assigned to them under this Contract.

## **10.10 Liquidated Damages**

1. Delay in Delivery / Installation / Commissioning: The bidder will be liable to pay liquidated damages to AIESL@ 0.5 % (half percent) of the contract value (amount as per deliverables for which the delay has occurred) per week of delay or part thereof, subject to a maximum of 10% of the contract value for delay in successful commissioning of the Solution / Services for reasons solely attributable to the bidder. The amount will be deducted / invoked from the Security Deposit / Performance Bank Guarantee / pending invoices (if any). If the delay exceeds 60 days from the scheduled date of delivery/ Installation/ Commissioning, AIESL reserves the right to cancel the entire contract. Penalties mentioned in section 11 Service level agreements shall supersede this section in cases of breach of required service levels.

## **10.11 Cancellation of Contract for Default**

The contract may be cancelled/terminated in whole or in part, by the company, by sending a written notice of default to the Contractor, if the contractor:

- a) has seriously or repeatedly breached the contract, including
  - failure to complete the work within the time period(s) specified in the contract, or any extension thereof granted
  - failure to obey instructions in relation to his progress or defective work, material, or plant
  - breach of the prohibition against sub-contracting
  - Failure to supply sufficient and suitable constructional plant, temporary works, labor, and material as proposed in the work program
  - Substantial suspension of work for more than the specified days without authority from the engineer and failure to proceed with the work within the specified days of receipt of notice from the engineer
  - Failure to comply with the requirements regarding JVs

- b) committed fraud
- c) If the contractor fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.
- d) If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:
  - Forfeiture of the performance security
  - Upon such terms and in such manner as it deems appropriate, taking over the site and to complete the works himself or with another contractor (risk Purchase) and use the contractor's materials, equipment, temporary works as he/ they think proper.
  - However, the contractor shall continue to fulfil the contract to the extent not terminated.

### **10.12 Limitation of Liability**

SP shall not in any event be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages except with respect to the bodily injury (including death) and damage to real and tangible personal property caused by AIESL's / SP's negligence / fraud / willful misconduct.

Neither the Contract nor the services delivered by SP under the Contract grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to the Contract, as the case may be.

SP shall bear the risk of loss on Assets up to the time they are transferred and handed over to AIESL - after which it shall stand transferred to AIESL. SP shall arrange and pay for insurance to cover such item until it is transferred and even after the transfer of the Assets till the insurance policies come up for a renewal. The loss amount will be capped up to the extent of damage or total contract value, whichever is lower.

Notwithstanding what has been stated elsewhere in the Contract and the Schedules attached thereof, AIESL shall not be liable to SP for any indirect or consequential damages.

Any claim or series of claims arising out or in connection with the Contract or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation.

AIESL shall be entitled to claim the remedy (if any) of specific performance under the Contract or the SLA.

### **10.13 Change Management**

The Service Provider shall address all the errors / bugs / gaps / changes in the functionality offered by the solution at no additional cost during the operations and maintenance period. The Service Provider shall identify and resolve application problems like system malfunctions, performance problems, data corruption etc. due to which the solution is not able to give the desired performance.

### **10.14 Introducing a Change**

1. AIESL shall have the right to propose, and subsequently require, AIESL to order the SP from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called Change), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.
2. The SP may from time to time during its performance of the Contract propose to AIESL (submitted by Project Manager of SP to AIESL) any Change that the SP considers necessary or desirable to improve the quality or efficiency of the System. AIESL may at its discretion approve or reject any Change proposed by the SP.
3. Notwithstanding the clauses mentioned above, no change made necessary because of any default of the SP in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any extra cost or Time for achieving Operational Acceptance.
4. AIESL and SP will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be frozen. Any major Change initiated after this time will be dealt with after Operational Acceptance.

## **10.15 Confidentiality**

1. The Bidder / Successful Bidder shall always keep confidential, all information acquired in consequence of this Tender, including (without limitation) the any / all data concerning the technology, software & programs, technical processes, business processes, procedures, personal data, business affairs, AIESL customer/ passenger details, financial affairs of AIESL (hereinafter referred to as “**Confidential Information**”). Confidential information shall also include information that is designated as 'confidential' or which by its nature is clearly confidential.
2. The Bidder / Successful Bidder shall not disclose the Confidential Information to any other third party without the prior written consent of AIESL unless such disclosure is (a) required by law, decree, order or directive of a competent judicial / administrative / legislative authority (b) such Confidential Information is or becomes generally available to the public through no breach of such Bidder / Successful Bidder (c) was in the Bidder / Successful Bidder's possession prior to the time of receipt of it by such Bidder / Successful Bidder (d) Is developed independently by the Bidder / Successful Bidder or (e) is rightfully obtained by third party without breach of this Clause.
3. As such, the Bidder / Successful Bidder agrees to keep such Confidential Information as strictly confidential and shall disclose the same to their employees / professional advisers only on a 'need to know' basis.
4. The Bidder / Successful Bidder agree that any such information received by it shall be (1) protected and kept in strict confidence, using the same degree of care and safeguards as it uses to protect its own information of like importance, but in any case, no less than a reasonable degree of care (2) not to use Confidential Information for any purpose other than to carry out its respective obligations under this Tender.
5. It is understood by the Bidder / Successful Bidder that the breach of provisions of this Clause or the provisions of confidentiality agreed by the parties under the Contract shall cause irreparable harm and injury to AIESL for which monetary compensation may not be adequate. Therefore, in addition to the damages, AIESL shall be entitled to injunctive or other equitable relief against such Bidder / Successful Bidder or any other remedy under law or at equity.
6. The Bidder/ Successful Bidder shall execute a separate Non-Disclosure Agreement with AIESL on non-judicial stamp paper of requisite value. In addition to the content hereunder, all global laws related to privacy and confidentiality will have to be maintained.
7. The Successful Bidder shall be committed to respect privacy and to ensure lawful processing of personal data. The Successful Bidder shall be responsible, as a sole data controller, for its own processing of personal data pursuant to and / or in connection with the Contract.

## **10.16 Exit Management Purpose**

SP shall provide knowledge transfer / handover after the completion of the contract period and on successful delivery of services and formally close the Project. Exit Management Plan needs to be submitted within ninety (90) days of starting of project and shall be updated periodically. Exit Management Plan will include following but limited to:

1. Details of inventory of all the assets, IT Infrastructure, licenses, documents, manuals, etc. created under the Project.
2. Roles and responsibilities of both the parties for regular activities and support system implemented during project operations.

AIESL will approve exit plan after necessary consultation and start preparation for transition.

## **10.17 Exit Management Plan**

The Service Provider shall provide AIESL with a recommended Exit Management Plan (hereinafter referred to as "Exit Management Plan") which shall deal with at least the following aspects of Exit Management in relation to the Scope of Work, SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

1. A detailed program of the transfer process that could be used in conjunction with a Replacement SP including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.

2. Plans for the communication with the Service Provider and other parties (inclusive of staff, suppliers, customers and any related third party) as are necessary to avoid any material detrimental impact on Project's operations because of undertaking the transfer.
3. The SP shall ensure that all the documentation required by AIESL for smooth transition are kept up to date and all such documentation is handed over to AIESL during regular intervals as well as during the exit management process.
4. The SP will transfer the organizational structure developed during the Term to support the delivery of the Exit Management Services. This will include Document, update, and functional organization charts, operating level agreements with Third-Party contractors, phone trees, contact lists, and standard operating procedures.
5. Some of the key activities to be carried out by the SP for knowledge transfer will include:
  - a) Prepare documents to explain design and characteristics.
  - b) Carry out joint operations of key activities or services.
  - c) Briefing sessions on process and process Documentation.
  - d) Sharing the logs, etc.
  - e) Briefing sessions on the managed services, the way these are deployed on cloud and are integrated.
  - f) Transfer know-how relating to operation and maintenance of the software and cloud services.

Post Support phase, for successful Exit Management, AIESL will provide Sign-off to Support Team indicating that all knowledge transfer has been completed.

### **10.18 Indemnification**

1. The Service Provider shall indemnify AIESL against all liability arising out of any claim, penalty, loss damages or costs actually paid, suffered, or incurred by AIESL 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 AIESL caused by the Service Provider's personnel deployed for the Services. In case, any such amount is not deposited / paid to AIESL, the same shall be deducted from Security Deposits / Bills / Future payments due to the Service Provider, without prejudice to the other rights available to AIESL under any applicable law.
2. The Successful Bidder shall indemnify AIESL from 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 labor laws governing the employees of the Successful Bidder.

### **10.19 Representations and Warranties to Be Given by The Successful Bidder**

The Successful Bidder should provide the following representations and warranties as regards to the Contract to be executed, which shall remain true and valid throughout the term of the Contract:

- a) It is duly incorporated and validly existing under the laws of its incorporation.
- b) It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver the Contract and the performance of the obligations there under.
- c) The Contract shall constitute a legal valid and binding obligation against it and is enforceable against it in accordance with the terms herein.

- d) The execution, delivery and performance of the Contract shall not conflict with, result in the breach of, or constitute a default under any law, rule, regulation, authorization or approval of any government agency or body, or under the terms of any covenant, agreement, understanding decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of applicable laws.
- e) It shall employ personnel who are qualified and competent to render the Services as mentioned herein. The payment of salaries, wages, provident fund, gratuity etc., to its personnel, shall solely be the responsibility of the Successful Bidder. It is hereby clarified that the workforce of the Successful Bidder shall not be deemed to be employees of AIESL.
- f) It undertakes to comply with various applicable labor laws of the land as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and / or noncompliance of any other provisions of labor laws and shall indemnify AIESL against any claim / cost / remedies and penalties in respect of breach of any of the provisions of the laws in force.
- g) It shall indemnify AIESL for any damage or loss or caused to the premises / equipment / property of AIESL or any third party on account of negligent act / performance / omission attributable to the Successful Bidder.
- h) It shall perform all its obligations under the Contract with due care and diligence and in a skillful and business-like manner.
- i) It shall comply with all such directions issued by AIESL from time to time. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by applicable law which may result in any material adverse effect to AIESL on its ability to perform its obligations under the Contract.
- j) It has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, has or may have a material adverse effect on its ability to perform its obligations under the Contract.
- k) There are no actions, suits, proceedings, or investigation pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in breach of the Contract or which individually or in the aggregate may result in any material impairment on its ability to perform its obligations under the Contract.
- l) It is and shall able to pay its debts as they fall due for payment and is otherwise solvent as per applicable laws, it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed for the whole or any part of its assets or any right, it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing.
- m) It is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to it.
- n) All taxes due and payable by it have been paid, and all tax return and reports required to be filed by it have been correctly filed and on time. There are no claims now pending or matter under dispute with any taxing authority in respect of any tax of the Successful Bidder.
- o) It shall obtain the necessary permissions and licenses from the concerned authorities for the purposes of the Contract. Further, to keep the said permissions and licenses valid and always subsisting during the term of the Contract. If it omits or fails to obtain any requisite permission or license from the concerned authorities then it shall indemnify and keep indemnified AIESL against all losses, costs, or damages that may be suffered by AIESL because of such omission or failure.

All Bidders are required to sign the integrity pact (if applicable) of AIESL and submit along with technical bid.

## 11. Service Level Agreement & Targets

The prime objective of the AIESL SDWAN project is to provide secure and high-quality data and video services to different offices of AIESL. To ensure that the required services of AIESL are available round the clock, in an efficient manner, a Service Level Agreement (SLA) is to be signed between AIESL and the successful bidder. Therefore, the SLA would be critical in implementation.

Service Description	Target	Penalty
Network Uptime	>=99.5%	NA
	<99.5% And >=97.5%	Penalty of 1% of Agreed Quarterly Payment
	<97.5% And >=96%	Penalty of 2% of the Agreed Quarterly Payment
	<96%	Penalty of 3%. Thereafter, additional penalty of 1 % for every 0.50% reduction in availability, maximum up-to 10% of the quarterly payment

Eg: For uptime of 95%, 3% penalty will be imposed as per slab and additional 2% will be charged for incremental reduction in availability (maximum up-to 10 % of the quarterly payment).

### SLA Exclusion Time

- Power outage: Downtime caused due to non-availability of Power for the equipment in location from the source. However, any power outage due to poor cabling or earthing system will be part of SLA Calculation.
- Any scheduled and approved preventive maintenance activity of Bandwidth equipment at all AIESL Branches is not accountable for calculations of penalties.
- Any scheduled and approved preventive maintenance activity by Bandwidth Service Provider i.e., SUCCESSFUL BIDDER or alternative service provider and has an approval is not accountable for calculation of penalties.
- Any downtime related to bandwidth service provide because of various reasons, is not accountable for calculation of penalties.

In case there is any delay in implementation of the equipment's/Links due to AIESL, issue like Space, Power Supply or permission for installation, the Bidder shall inform in writing regarding the deficiencies.

### Delivery SLA

Delivery SLA			
Sr. No	Activity	Timelines for the completion of activity	Penalty for delay*
1	Delivery of new Equipment's as per the BoQ at every AIESL location.	8 Weeks from the date of issue of work order	2% of the Capex cost and 1% later for each week of delay subject to maximum penalty of 10%

**Note:** Deduction will be on the total value of the category of the location for which delivery or implementation

is delayed.

Eg: For delivery in the 9<sup>th</sup> week, 2% of total value of the category of the location for which delivery or implementation is delayed will be deducted. Post 9<sup>th</sup> week, additional 1% will be deducted for every week of delay subject to a maximum of 10%.

**Implementation SLA**

<b>Implementation SLA</b>			
<b>Sr.No.</b>	<b>Activity</b>	<b>Timelines for the completion of activity</b>	<b>Penalty for delay*</b>
1	Installation of new Equipment's or Replacement on upgradation along with assets, tags including cable dressing at Branches	4 weeks from the date of <b>actual Delivery</b> of all equipment's as per delivery date	2% of the implementation cost and 1% later for each week of delay subjecting to maximum 10% of penalty

**Network Downtime SLA**

<b>Parameter</b>	<b>Duration</b>	<b>Penalty deducted</b>
Unavailability of Branches due to the network equipment	4Hours	<ul style="list-style-type: none"> <li>• Nil for the first 4 hours</li> <li>• INR 5,000 for each "4hours" of Unavailability after 4 hours</li> </ul>
	Beyond 24Hours	<ul style="list-style-type: none"> <li>• INR 10,000 for each "4 hours" of Unavailability post 24 hours</li> </ul>

**AIESL's requirements**

- AIESL may add/remove additional/existing branches/office locations. Successful service provider will connect/disconnect branches/offices as and when required during the contract period.
- Successful Bidder will be responsible for monitoring, management, and maintenance of entire network. The proposed network architecture should be scalable with 15% - 20% spare capacity keeping in mind any future expansion of AIESL.
- Because of the business requirement, AIESL may shift branches/office premises to new locations. All the network equipment including the links needs to be shifted to the new premises. Successful Bidder will uninstall the equipment, duly pack them and will transport the equipment to the new location and will reinstall the equipment at the new location. Equipment transportation cost through courier will be reimbursed. Similarly, the bidder will coordinate in shifting/surrendering the links both at old and new locations. AIESL will pay the agreed shifting charges to the bidder. Bidder has to carry out link shifting / equipment shifting within 4 weeks from the date of purchase order / work order.
- Successful Bidder should do all internal cabling where required till network rack for successful commissioning of the required link. Such additional cabling should be billed to AIESL on actuals and agreed upon pricing.
- The equipment proposed should not have been declared 'Out of Sale/Out of Support' at time of delivery and should be under warranty for the entire duration of contract i.e., 5 years. In case of any effects observed, the equipment must be replaced with a similar product at the earliest to avoid disruption of any service.



- Successful Bidder is responsible for preparing, maintaining and updating network documents/diagrams/inventory as per the AIESL's requirement. The documents/ diagrams should be updated with proper version controls.
- Whenever AIESL wishes to upgrade any link to higher bandwidth, Successful Bidder should upgrade link as per the agreed upon prices. Such bandwidth upgrades shall be commissioned within four weeks from the date of purchase orders / written confirmation from AIESL.
- Successful Bidder shall maintain the connectivity at each location on 24\*7 basis. Successful Bidder also must monitor the sites pro-actively.
- Successful Bidder will also take the responsibility of liaising with the Government Departments for obtaining the necessary regulatory approvals, if any. However, AIESL will issue letters that are required and sign such applications as are necessary.
- Successful Bidder will provide escalation procedures and the names of the officials to whom the calls can be escalated for project implementation and network sustenance.

## 12. Payment terms

### CapEX model for network and Infrastructure:

The Payment for networking connectivity and proposed manpower for helpdesk management shall be made in **Quarterly basis i.e., Form 8, Sr. No 7&8** as per committed capacity after deductions if any as per SLA defined. Payment for any additional usages beyond committed capacity shall be made quarterly on pro-rata basis against submission of usage report as per Network monitoring tool.

As per requirement, the minimum committed capacity will be reviewed half yearly and can be reduced, if required. Applicable necessary TDS (Income Tax) will be deducted as per prevailing Income Tax rule from the billed amount.

### Networking Components (Router and Switches) including implementation

The payment for Networking Components and implementation cost shall be made in the following manner:

Item	Payment	Document to be submitted
Supply, Test and Acceptance of infrastructure	(i) 70% against delivery of all the required hardware at respective AIESL locations across India i.e., 70% of Form 8, Sr. No. 1 and 2	Confirmation letter/ mail from OEM, Delivery Certificate, and successful inspection by authorized representative of AIESL at respective locations.
	(ii) 10% against the installation, testing and acceptance by AIESL at respective locations across India i.e., 10% of Form 8, Sr. No.1 and 2	Installation report, Acceptance confirmation by authorized representative of AIESL at respective locations (Sign-Off).
	(iii) 20% will be provided post three (3) months of successful implementation of the project i.e., 20% of Form 8, Sr. No. 1 and 2	Confirmation from all AIESL locations on the smooth running of the equipment's.
Implementation of the proposed network design	(i) 70 % against installation of all network components and establishment of network at all AIESL locations i.e., Form 8, Sr. No. 3, 4, and 5	Installation report, Acceptance confirmation by authorized representative of AIESL at respective locations (Sign-Off).

	(ii) 30% will be provided post three (3) months of successful implementation of the project i.e., Form 8, Sr. No. 3, 4, and 5	Confirmation from all AIESL locations on the smooth running of the equipment's/connectivity
Software Solution/ Licenses	(i) 100% Payment against the Software Solution/Licenses post successful installation and commissioning i.e., 100% of Form 8, Sr. No.6, 9, and 10	OEMDelivery Certificate/Confirmation from all AIESL locations on the smooth running of proposed solution

- Applicable necessary TDS (Income Tax) will be deducted as per prevailing Income Tax rule from the billed amount.
- Final payment shall be made by AIESL only after the receipt of Final bill and completion of all Milestones to the satisfaction of IT team as per the provisions of the contract.
- The Bidder shall submit the Final bill to AIESL within 30 calendar days of the date of approval by AIESL of the completion of all activities. Should any discrepancy be found to exist between the actual payments made by AIESL and the prices quoted/ authorized to be incurred by the Bidder pursuant to this Contract, the final payment shall be adjusted by AIESL to reflect such discrepancy.
- AIESL shall pay to the Contractor the amounts claimed pursuant to this Contract within thirty (30) calendar days after receipt of satisfactory statements and supporting documents. AIESL may add to or subtract from any subsequent payment any amount to cover the difference between the amount paid and the cost authorized to be incurred.

### **In case of MSE**

All the payments for the supplies and / or services [as applicable] rendered by MSEs (Micro & Small Enterprises) Supplier/ Contractor under the Contract will follow government mandated guidelines.

### 13. Forms and Format

#### Form- 01: DECLARATION (On Letter head of Bidder)

To,  
AI Engineering Services Ltd. (AIESL),  
2nd Floor, CRA Building,  
Safdarjung Airport Complex,  
New Delhi-110003.  
011-24600777

M/s------(name of Bidder) having its registered office at --  
----- (hereinafter referred to as 'the Bidder') having  
carefully studied all the Tender documents, specifications, drawings, etc. pertaining to the Work for  
**“Hiring of service provider to provide networking and infrastructure to AIESL on CAPEX model”**,  
and having undertaken to execute the said works.

It is declared without any reservation whatsoever that:

- 1) The submitted Technical Bid/Price Bid proposals are without any deviations and are strictly in conformity with the documents issued by AIESL,
- 2) In case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us,
- 3) We are familiar with all the requirements of the Contract and has not been influenced by any statement or promise of any person of AIESL,
- 4) We are experienced and competent Bidder to perform the Contract to the satisfaction of AIESL and are familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnel employed therein,
- 5) We hereby authorize AIESL to seek reference from our bankers for its financial position and undertake to abide by all labor welfare legislations, and

The above statement submitted by us is true and correct to our best knowledge.

Dated:

For and on behalf of the bidder

**FORM-2: LETTER OF AUTHORISATION**

To,  
AI Engineering Services Ltd. (AIESL),  
2nd Floor, CRA Building,  
Safdarjung Airport Complex,  
New Delhi-110003.  
011-24600777

**Subject: Invitation of Bids for “Hiring of service provider to provide networking and infrastructure to AIESL on CAPEX model”**

Dear Sirs,

We, M/s \_\_\_\_\_, who are established and reputed manufacturers of \_\_\_\_\_, having factories at \_\_\_\_\_ (address of factory) do hereby authorize M/s \_\_\_\_\_ (Name and address of Bidder) to submit a bid for \_\_\_\_\_ {item (s) of equipment} manufactured/ integrated by us and sign the resultant contract with AIESL against the above Invitation of Bids.

We further undertake that we shall be directly responsible to the Employer for guarantees & warranties for the item (s) of equipment manufactured by us and shall be jointly and severally responsible with M/s \_\_\_\_\_ (Name of the Bidder) for the performance of the Contract(s).

We do hereby also confirm that we are not participating either as a sole Bidder or as a partner of a Joint Venture Bidder against the above Invitation of bids.

**Yours faithfully,  
For & on behalf of M/s**

**Station:  
(Office Seal)**

**Note: This Letter of Authorization should be on the letter head of the OEM and be signed by a person competent to bind the Manufacturer. Power of attorney in favor of this person to do so may be enclosed with this Letter of Authorization.**

Dated:

For and on behalf of the bidder

**Form- 3: Declaration regarding Class-I Local Supplier**  
**( 50% or more than 50% local Content )**

To,  
AI Engineering Services Ltd. (AIESL),  
2nd Floor, CRA Building,  
Safdarjung Airport Complex,  
New Delhi-110003.  
011-24600777

**Bid No:** -.....

Declaration regarding Class-I local supplier (local content equal to or more than **50%**) under Public Procurement (Preference to Make in India) order along-with details of the location(s) at which the local value addition is made.

<b>Item Description</b>	<b>Country of Origin</b>	<b>% Of Local Contents</b>	<b>Details of the location(s)at which the local value addition is made</b>
<b>Hiring of service provider to provide infrastructure to AIESL</b>	India	More than 50%	

Dated:

For and on behalf of the bidder  
( for the bid value is less than Rs.10Cr)

Signature of the Statutory Auditor/Cost Auditor **in case the bidder is a Company** with Name and Seal of the Auditing Company

(if the bid value is Rs.10 Crores and above)

**OR**

Signature of the practicing CA/ practicing CMA in case the Bidder is **other than a Company** with Name and Seal of the firm of the CA/CMA

(if the bid value is Rs.10 Crores and above)

**Form- 04: Letter of Application  
(On Letter Head of Bidder)**

To,  
AI Engineering Services Ltd. (AIESL),  
2nd Floor, CRA Building,  
Safdarjung Airport Complex,  
New Delhi-110003.  
011-24600777

Sir,

1. Being duly authorized to represent and act on behalf of <**Name of Applicant**> -----  
(hereinafter referred to as 'the applicant' ), and having reviewed and fully understood all the pre-qualification information provided, the undersigned hereby apply to be pre-qualified by yourselves as a bidder for the works of **"Hiring of service provider to provide networking and infrastructure to AIESL on CAPEX model"**
2. Attached to this letter are copies of original documents defining
  - a. The Applicant's Registration/ Legal Status (as per Prequalification/ Eligibility Criteria)
  - b. The principal place of business.
  - c. The place and date of incorporation
3. You and your authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information and requested by yourselves to verify statements and information provided in this application, or regarding the resources, experience, and competence of the applicant (s).
4. This Application is made in the full understanding that:
  - a. Tenders by prequalified Applicants will be subjected to verification of all information submitted for prequalification at the time of tendering.
  - b. You reserve the right to:
    - i. Amend the scope and value of any contracts to be tendered under this Project. In such event, tenders will only be called from prequalified bidders who meet the revised requirements; and
    - ii. Reject or accept any application, cancel the prequalification process, and reject all applications; and
  - c. AIESL shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them.
5. The undersigned declare that the statements made, and the information provided in the duly completed Application are complete, true, and correct in every detail.

Signature

-----

Name

For and on behalf of (Name of Applicant)

**Form- 05: Undertaking by Bidder towards Anti-profiteering Clause of GST Act / Rules**  
**(To be submitted on letter head)**

To,  
AI Engineering Services Ltd. (AIESL),  
2nd Floor, CRA Building,  
Safdarjung Airport Complex,  
New Delhi-110003.  
011-24600777  
Sub.: Tender noAIESL/PPMM/HQ/17/230197

Dear Sir,

We, M/s..... (Name of Bidder) have submitted bid dt.....for the aforesaid RFP.

Section 171 of CGST Act. / SGST Act. stipulates that it is mandatory to pass on the benefit of reduction in rate of tax on supply of Goods or Services or availability of Input Tax Credit, by way of commensurate reduction in prices.

Accordingly, it is certified that we have duly considered the impact of Input Tax Credit available on supplies in the GST regime, in our quoted prices. Further, any additional benefit of ITC if available to bidder shall be passed on to AIESL.

Further, we hereby confirm that our quoted prices are duly considering maximum possible benefit available and follow the aforesaid Section 171 of CGST Act/ IGST Act.

Further, if any refund on account of GST is received from the Government in future by the Bidder under any GST Refund/ Exemption or Subsidy Scheme, the same shall also be passed on to AIESL.

In case this declaration is found faulty in any manner, we shall fully be responsible for the consequential effect including making good of any losses of interest etc. to AIESL

Place: [Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**Form- 06: Format for declaration by the Bidder – Bank Insolvency**  
**“Self-Declaration by the Bidder on Letter Head”**

To

AI Engineering Services Ltd. (AIESL),  
2nd Floor, CRA Building,  
Safdarjung Airport Complex,  
New Delhi-110003.  
011-24600777

I/ We, M/s \_\_\_\_\_ (Name of Bidder) hereby certify that proceedings for insolvency under the Insolvency and Bankruptcy Code, 2016, or as amended from time to time, have not started, against us and/ or our Parent/ Holding company \_\_\_\_\_ (Name of Parent/ Holding company).

\*Strike out if not applicable

(Seal                                      &                                      Signature                                      of                                      Bidder)



**Form 07: Format for self-declaration on “No Conflict of Interest”**

**(To be submitted on Bidder Company’s Letterhead)**

To,

AI Engineering Services Ltd.

2nd Floor, CRA Building,

Safdarjung Airport Complex,

New Delhi – 110003

Ph: 011-24600777

Subject: Undertaking for No Conflict of Interest.

Dear Sir,

In accordance with this RFP document, we       Name of the firm       wish to declare that

I/We       Name of the firm       confirm that I/We do not have any relative, who is an employee of AIESL and who is likely to benefit us during the Award / Implementation of this contract.

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

Yours faithfully,

(Signature of the authorized signatory)  
(Name and Designation of the authorized signatory)  
(Seal of the Bidder)

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

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

**Form 08: Financial Proposal Format**

*[To be submitted on Bidder Company's Letterhead]*

The format for Commercial Bid is given below. Bidders must fill the fields concerned in the appropriate space given below:

- The inventory list is only indicative – there may be deviations in the configurations, count and brand.
- Bidder are requested to quote their best rate for each item, as per scope of work of this document.
- All the costs should be exclusive of all taxes & levies, Break-up of taxes, levies, duties must be mentioned in separate table. Tax/duty component should be separately mentioned.
- All licenses for tools should be in name of AIESL.

To,

AI Engineering Services Ltd. (AIESL),

2nd Floor, CRA Building,

Safdarjung Airport Complex,

New Delhi-110003.

011-24600777

Sub: Financial Proposal for Selection of Service Provider for the \_\_\_\_\_, Ref. No.: \_\_\_\_\_ Dated: \_.

Dear Sir,

We are pleased to submit our Financial Proposal for the \_\_\_\_\_.

- 1) We hereby declare that our Financial Proposal is unqualified and unconditional in all respects.
- 2) The Financial Bid has been quoted without seeking any minimum guaranteed support from AIESL.
- 3) Financial bid will cover all charges required for successful completion of the project with no hidden charges.
- 4) Prices are only quoted in the financial bid and no price element is mentioned in the technical bid.
- 5) If any price element is found in the technical bid, we are liable to be rejected from the bidding process.
- 6) Our attached Financial Proposal is as follows:

<b>Table A</b>				
<b>Sr. No.</b>	<b>Quote A</b>	<b>Net Cost</b>	<b>Applicable taxes</b>	
			<b>Total cost (Net cost + Taxes)</b>	
1	• Supply of IT infrastructure equipment's as per Bill of Qty. and price of Sr. 1,2,3 in Table Form 08 A			
2.	• Testing of IT infrastructure equipment's as per <b>"Scope of work and Annexure I"</b>	Lumpsum		
3.	• Successful designing and implementation of network as per Scope of work at all AIESL location	Lumpsum		
4.	• Passive cabling and other requirements (lumpsum amount)	Lumpsum		
5.	• Any other requirement as per scope of work with details	Lumpsum		

		Y1*	Y2*	Y3*	Y4*	Y5*
6.	• Network monitoring tool					
7.	• Manpower/other requirements for helpdesk for 5 years					
8.	• Connectivity cost for 5 years (kindly mention cost on year-on-year basis)					
9.	• Private DNS as mentioned in Annexure 1					
10.	• VPN for users					
	• <b>Total amount</b>					

**\*INCLUSIVE OF APPLICABLE TAXES (Kindly specify tax % taken)**

**Note:**

1. The price quoted above by the Bidder is inclusive of applicable taxes.
2. The price components should be inclusive of all taxes, duties, boarding, lodging, travel expenses (if required) and any other charges. No fee other than agreed Fee as per Form 8 shall be paid to the Service Provider.
3. All statutory/government taxes, duties, surcharges, GST etc. would be as applicable at the time of invoicing/releasing of payments.
4. AIESL may ask for price break up of components or any other clarification as required by the bidder.

**5. Bidder must submit financial proposal in the format prescribed in Form 8. Any deviation proposed by the bidder will make the bid liable to be rejected.**

Yours faithfully,

Date: (SignatureoftheAuthorizedsignatory)

Place: (NameanddesignationoftheoftheAuthorizedsignatory)

(NameandrubbersealoftheBidder)

**Form 08 A: Bill of Quantity**

*[TobesubmittedonBidderCompany'sLetterhead]*

Bill of Quantity on CAPEX Model				
Sr .no	Item Description	Quantity	Unit	Price
1	L2 access switches	202	Nos	
2	SD WAN controller	1	Nos	
3	SD WAN Branch routers	26	Nos	
4	Network monitoring tool	1	Nos	
5	Manpower deployed for helpdesk	1	Nos	
6	VPN for users	62	Nos	
7	Private DNS	2	Nos	

**Form 09: BIDDER'S COMPANY INFORMATION**

To,

AI Engineering Services Ltd. (AIESL),  
2nd Floor, CRA Building,  
Safdarjung Airport Complex,  
New Delhi-110003.  
011-24600777

Please complete the below table. Please note references to other sources e.g., websites addresses are not acceptable. Additional information can be given as an attached sheet.

<b>Sl. No.</b>	<b>Requirements</b>	<b>Details</b>
1	Bidder's Company Name & address	
2	The company must have been incorporated as a partnership, private or a public limited company	
3	Paid up capital	
4	Year of incorporation	
5	Annual turnover for the last three years (up to FY 2021-22)	
6	Bidder's Company Contact Person Name, Job title, e-mail address, mobile, and direct contact telephone no. and fax no.	
7	Location and details of network support	

**Form 10: EVALUATION CRITERIA - TECHNICAL BID**

To,

AI Engineering Services Ltd. (AIESL),  
2nd Floor, CRA Building,  
Safdarjung Airport Complex,  
New Delhi-110003.  
011-24600777

**Evaluation Criteria: Technical Bid**

1. The Bidders must meet all the mandatory technical qualification criteria as listed in Section 8 of this tender. Should a bidder fail to comply with one or more of the mandatory criteria, his bid will not be evaluated any further.
2. The Bidders are to provide the detailed write-up under each item of their offered product listing the main / special features of each process / function including references / whichever and wherever applicable, along with process flow charts and screen shots, to support their compliance claims made in response to the tender requirements / specifications. Attach separate sheets, as necessary.
3. **AIESL** would evaluate the responses based on the detailed information as provided. The decision of **AIESL** in this regard shall be final.

We have studied all the terms and conditions , Evaluation Criteria –Technical Bid and agree to abide the same in total.

**Authorized signatory of the bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Bidder's Company Name & Seal:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Form 10 A: TECHNICAL BID**

**TECHNICAL BID FORMAT**

To be printed on the Bidder's Company Letter Head

To,

AI Engineering Services Ltd. (AIESL),  
2nd Floor, CRA Building,  
Safdarjung Airport Complex,  
New Delhi-110003.  
011-24600777

**Ref. No:**

**Date:**

Dear Sir,

**Sub: Technical Bid as per your Tender No. AIESL/PPMM/HQ/17/230197 dated 16-05-2023**

With reference to your **AIESL/PPMM/HQ/17/230197 dated 16-05-2023** for **Hiring of service provider to provide networking and infrastructure to AIESL on CAPEX model**, we hereby submit our **Technical Bid** as per requirements mentioned in **Section 8**.

We also agree to the General Terms & Conditions, Work Scope, Workflow and Evaluation Criteria as prescribed in the bidding document.

Thanking you,

Encl:

**Authorized signatory of the bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Bidder's Company Name & Seal:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

## Form 11: EVALUATION CRITERIA - COMMERCIAL BID

**To,**

AI Engineering Services Ltd. (AIESL),  
2nd Floor, CRA Building,  
Safdarjung Airport Complex,  
New Delhi-110003.  
011-24600777

### **Evaluation Criteria: Commercial Bid**

1. The commercial bids of Bidders, qualifying in the technical evaluation, will only be opened, and evaluated. The evaluation of commercial bids will be based on price and other terms offered in the Commercial bid as per Section 8,12, and Form 8 of Section 13.
2. The costs quoted should be individually classified under "Recurring" and "Non-Recurring". All such costs would be considered for evaluation of the price bids.
3. All other costs, as quoted separately by the bidders for providing support for installation, integration, implementation, migration, testing, user manuals, field service support, etc. as per Commercial Bid format would be added to the total bid price for price evaluation.
4. It will be the responsibility of the bidder to comply and pay all taxes / levies / duties in the country of origin as well as in India, as applicable for the entire contract.
5. The prices quoted in the commercial bid must be exclusive of all applicable taxes and duties. The taxes and duties components applicable in the country of origin of the Bidder as well as that applicable in India for all the items of commercial bid format should be indicated clearly and separately in the Commercial Bid. In case, no taxes are applicable, it should be indicated as 'NIL' or 'Zero' in the commercial bid format.
6. If the taxes and duties are not mentioned separately, the bid would be deemed to be inclusive of such taxes, levies, and duties applicable in India.
7. Withholding tax (applicable to foreign bidders) and TDS (applicable to Indian bidders) shall be deducted by AIESL on all payments, as per applicable Government of India rules & regulations.
8. Any increase in taxes / levies / duties in subsequent years will be reimbursed by AIESL on submission of proof of payment by the bidder. Similarly, in case of any reduction in the taxes / levies / duties from the present level, the benefit will be passed on to AIESL.
9. In case, any new taxes/ levies/ duties are introduced in future by the Government in the country of origin or in India during the period of the contract, the same shall be reimbursed to the bidder by AIESL on submission of proof of such payments.
10. Any other costs not quoted in the commercial bid, but which must be borne by AIESL for implementation of the bidder's solution, would be added to the total bid price for price comparison. The costs for this purpose will be taken from the prevailing market rate. The decision of AIESL in this respect would be final.
11. Unconditional discounts and credits, if any, would be adjusted in the total bid price for price comparison.
12. Conditional discounts and credits, if any offered in the commercial bid, will not be considered for price comparison.
13. Representations, if any, for modifications to the price quoted in the commercial bids will not be entertained after opening of the Tender.
14. Comparative evaluation of the price bids would be based on the costs computed in INR. The prices in commercial bid should be in INR only.

We also agree to the General Terms & Conditions, Work Scope, Workflow and Evaluation Criteria as prescribed in the bidding document.

Thanking you,

Encl:

**Authorized signatory of the bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Bidder's Company Name & Seal:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

Signature of the Bidder





**Form 12: Formats for Certificates and Undertakings**

**Form 12 A**

**From Bidder's any Client / Customer**

To be printed on the Client / Customer's Company Letter Head

**Ref. No:**

**Date:**

To

AI Engineering Services Ltd. (AIESL),  
2nd Floor, CRA Building,  
Safdarjung Airport Complex,  
New Delhi-110003.  
011-24600777

This is to certify that the (Name of the service offered in response to the tender) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ provided by M/s (Company name and address of Service provider)  
\_\_\_\_\_  
\_\_\_\_\_ has been Implemented at (Company name and address of client / customer) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and has been in operation Since \_\_\_\_\_  
\_\_\_\_\_ (Mention the month and year the service went live). The service is currently operational.

**Authorized Signatory of**  
**the Client / Customer:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Designation:** \_\_\_\_\_

**Client / Customer's**  
**Company Name & Seal:** \_\_\_\_\_  
**Business' Address:** \_\_\_\_\_

**Form 12B**

**Joint Undertaking from the Parent Company & Subsidiary (Bidding) Company for meeting the Pre-qualification Criteria**

To be printed on the Parent Company Letter Head

**Ref. No:**

**Date:**

To

AI Engineering Services Ltd. (AIESL),  
2nd Floor, CRA Building,  
Safdarjung Airport Complex,  
New Delhi-110003.  
011-24600777

- 1) With respect to Tender no. **AIESL/PPMM/HQ/17/230197** dated 16.5.23 issued by AIESL, this is to certify that M/s (Name & address of the subsidiary who is applicant to the tender) \_\_\_\_\_ is the subsidiary company of M/s (Name & address of parent company) \_\_\_\_\_
- 2) At present, our subsidiary company M/s \_\_\_\_\_ does not have the required turnover of Rs. 4 Crores during the last financial year as stipulated in the AIESL tender no. **AIESL/PPMM/HQ/17/230197** dated 16.5.23 \_\_\_\_\_ for the reason stated below:
  - a) \_\_\_\_\_
  - b) \_\_\_\_\_
- 3) However, our subsidiary company M/s \_\_\_\_\_ is interested to be an applicant to the above-mentioned tender and therefore to fulfill the requirement of the tender clauses and any contract that may be entered with AIESL in respect of this tender, if successful in winning the bid, M/s (the parent company) \_\_\_\_\_ hereby declares as under:
  - a) That, we shall act as a confirming party to the performance of our subsidiary company M/s \_\_\_\_\_
  - b) That, we shall stand as a guarantee towards performance of our subsidiary company in respect of contract with AIESL for the above-mentioned tender and there shall be a joint and several responsibilities of the parent company and the subsidiary company towards meeting the obligations and commitments of the Tender.

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

**CEO of Parent Company**

**Name:** \_\_\_\_\_

**Name of the Company:** \_\_\_\_\_

**Seal / Stamp of the company:** \_\_\_\_\_

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

**CEO of Subsidiary (Bidding) Company**

**Name:** \_\_\_\_\_

**Name of the Company:** \_\_\_\_\_

**Seal / Stamp of the company:** \_\_\_\_\_

**Form 12C**

**Bank Guarantee Format for Security deposit**

To

AI Engineering Services Ltd. (AIESL),  
2nd Floor, CRA Building,  
Safdarjung Airport Complex,  
New Delhi-110003.  
011-24600777

WHEREAS \_\_\_\_\_ (Name and address of Bidder) (Hereinafter called "Bidder") has undertaken, in pursuance of Contract no. \_\_\_\_\_ dated \_\_\_\_\_ (Herein after called "Contract") to deliver all the Services comprised in the Contract and agree to abide by the terms and conditions of the Contract.

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a bank guarantee by a Scheduled Commercial bank in India recognized by you for the sum specified therein as Security deposit amounting to Rs. \_\_\_\_\_ ( \_\_\_\_\_ ), for compliance with its obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder such a bank guarantee.

NOW THEREFORE, we \_\_\_\_\_ Bank, a body corporate incorporated / constituted under (\*) Act, (\*) with its CIN (\*), and having its Registered/Head Office at (\*) and among others a branch at (\*), hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of Rs. \_\_\_\_\_ ( \_\_\_\_\_ ), and we undertake to pay you, upon your first written demand declaring Bidder to be in default under the Contract No. \_\_\_\_\_ and without demur or protest, 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 of the sum specified therein.

We hereby waive the necessity of your demanding the said debt from Bidder 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 Bidder 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 Bank Guarantee shall be valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20

**(Signature of the authorized officer of the Bank)** \_\_\_\_\_

**Name and designation of the officer** \_\_\_\_\_

**Date:** ( \_\_\_\_\_ ) **Place:** ( \_\_\_\_\_ )

**Form 13: PRE-BID QUERY - TECHNICAL BID**

**Pre-Bid Query - Technical Bid**

To be printed on the Bidder's Company Letter Head

To

AI Engineering Services Ltd. (AIESL),  
2nd Floor, CRA Building,  
Safdarjung Airport Complex,  
New Delhi-110003.  
011-24600777

We hereby wish to seek the following clarification on the various clauses to the tender terms, conditions, functional requirements, and technical requirements as mentioned in the AIESL tender.

<b>Sr. No.</b>	<b>Annexure No.</b>	<b>Clause No.</b>	<b>Query / Clarifications</b>

**Signature of the Bidder:** \_\_\_\_\_

**Name of the Bidder:** \_\_\_\_\_

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

**Business' Address:** \_\_\_\_\_

**Form 14 PRE-BID QUERY - COMMERCIAL BID**

**Pre-Bid Query - Commercial Bid**

To be printed on the Bidder's Company Letter Head

To

AI Engineering Services Ltd. (AIESL),  
2nd Floor, CRA Building,  
Safdarjung Airport Complex,  
New Delhi-110003.  
011-24600777

We hereby wish to seek the following clarification on the various clauses to the tender terms, conditions as mentioned in the tender on commercial bid of the tender.

<b>Sr No.</b>	<b>Annexure No.</b>	<b>Clause No.</b>	<b>Query / Clarifications</b>

**Signature of the Bidder:** \_\_\_\_\_

**Name of the Bidder:** \_\_\_\_\_

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

**Business' Address:** \_\_\_\_\_

**Form 15: FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD**

*(To be submitted by Bidders seeking exemption under provisions of MSE's refer para 8.5 of this document)*

(On Bidder's Letter Head)

To,

AI Engineering Services Limited  
2<sup>nd</sup> Floor, CRA Building,  
Safdarjung Airport Complex,  
New Delhi – 110003

I / We, the authorized signatory of M/s ..... , participating in the subject tender No AIESL/PPMM/HQ/17/230197. for the item / job of ..... , do hereby declare the following:

1. That I / we have availed the benefit of waiver of EMD under MSE's provisions while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
2. That in the event we withdraw / modify our bid during the period of validity or I/we fail to execute formal contract agreement within the given timeline or I/we fail to submit a Performance Security within the given timeline or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of AI Engineering Services Limited for minimum period of One year from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory..... .

Bidding Organization Name ..... .

**Form 16: BIDDING FORMS CHECK-LIST**

SN	Bidding Forms	Whether submitted or not (Yes / No)	Page No.
1.	Scan copy of e-receipt against EMD. Exemption to submit Earnest Money Deposit (EMD) on submission of valid Udyog Aadhaar Memorandum (UAM) against Tender for the items/ nature of business/ type of services specified therein in the UAM.		
<b>BIDDER'S ELIGIBILITY CRITERIA</b>			
2.	Registration Status		
3.	PAT		
4.	Experience of the Bidder in India		
5.	Non-Blacklisting		
6.	Experienced professional in proposed <b>Hiring of service provider to provide networking and infrastructure to AIESL on CAPEX model</b>		
7.	All documents as per technical qualification bid requirements		
8.	Compliance to device requirements as per Annexure 1		
<b>OTHER MANDATORY DOCUMENTS</b>			
9.	Forms and Format as specified in section 13		

CONFIRMATION(Applicable for the whole tender document & to be submitted on Company's letter head)

We confirm that we have read this whole document and understand all the requirement as mentioned in this document. We have submitted all the required document as given in section 8 and 13: Bid Evaluation and Eligibility Criteria and FORMS CHECK-LIST, also other records required as documentary support & we accept all the terms & conditions and payment terms mentioned in this tender document(s) and subsequent corrigendum.

Signature and seal of the bidder:

Date:

Place: