



Tender Sl. No.AIESL/Corporate Office New Delhi/17/220660

For Hiring for SAP Applications Management Services (AMS) contract for SAP SoH]

Issued by :

AI Engg. Services Ltd.

Safdarjung Airport

New Delhi-110003

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1. Notice Inviting Tender (NIT)

Tender Sl. No.AIESL/Corporate Office New Delhi/17/220660[Hiring for SAP Applications Management Services (AMS) contract for SAP SoH]

Date:5.9.23

1. E-bids through GeM portal are invited from eligible and qualified bidders for **SAP Application Management Services(AMS) contract for SAP SoH**.
2. Tender document is also posted on the Company's website www.AIESL.in for information of bidders.

Schedule No.	Brief Description of Goods/ services	Earnest Money (in Rs.)	Remarks
1	Tender document for " Hiring for SAP Application Management Services(AMS) contract for SAP SoH ".	Rs2,00,000	Bidders must submit the Earnest Money Deposits (EMD) (in INR) along with Technical Bid as mentioned in Instruction to Bidder section 5

Table 1: Notice inviting tender

Criteria	Description
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's cheque is to be made.	"AI Engineering Services Limited" Payable at Delhi
All Financial Instruments to be payable at:	Delhi
Date of issue of tender documents:	5th Sept,2023, Tuesday,1600hrs.

Criteria	Description
Place of Pre-Bid Conference	15.09.23 Friday at 11:00 AM (Remotely or in-person) at AI Engineering Services Ltd(AIESL), 2nd Floor,CRA Building,Safdarjung Airport Complex, New Delhi-110003. 011-24600777
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 to sandeep.dungriyal@aiesl.in & by 15.09.23 before 10:30AM 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 visit's, requests may be sent to sandeep.dungriyal@aiesl.in & raj.gupta@aiesl.in 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	26.09.23, Tuesday up to 11:00 PM
Place of receipt of tenders	<p>The Techno-commercial Bid and Price Bid to be submitted online at GeM Portal https://gem.gov.in. The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using registered GeM user ID as per provision of portal. The instructions for Seller's registration, User creations, Bid Participation Manual are available on GeM Portal under Training Module. Bidders/ Sellers shall prepare their bids in accordance with the requirements/ instructions and submitting their bids online on the GeM Portal.</p> <p>Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender. Bidder may visit FAQ Section of GeM Portal to find answers to common queries put forth by other Buyers, Sellers & Service Providers at https://gem.gov.in/userFAQs.</p> <p>Bids not received in time will not be considered."</p>
<p>Time and date of opening of tenders. Part 1- Technical Bid</p> <p>Time, and date of Opening of Price (Financial) bid would be intimated later only to the bidders shortlisted in Part I.</p>	26.09.2023, Tuesday, 1130hrs
Officer to be contacted for clarifications/ help:	sandeep.dungriyal@aiesl.in & raj.gupta@aiesl.in

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 contained 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 analyses 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.
8. 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 in the process of migration from existing SAP ECC landscape (Air India system) to its own landscape on SoH. AIESL is interested in selection of reputed Service Provider (SP) /Implementation Partner (IP) for **Application Management Services (AMS)** contract for SAP SoH. The successful bidder will provide all services as mentioned in the scope of work section to ensure seamless support service to AIESL post its migration to SAP SoH.

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 Commissions
7.	DFP	Delegation of Financial Power
8.	ECS	Electronic Clearing System
9.	EMD	Earnest Money Deposits
10.	EUR	Euro
11.	EOI	Expression of Interest
12.	EPFO	Employees Provident Fund Organization
13.	ESPC	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.	NSPC	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 Requisitions
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.	SP	Service Provider
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.	CSP	Cloud Service Provider
65.	ITB	Instruction to Bidder
66.	NIT	Notice Inviting Tender
67.	FRS	Functional Requirement Specification
68.	SoH	Suite on HANA

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) 2021-22 was as under:

- The operating revenue has increased from Rs. 1160.02 crores in previous year to Rs. 1881.91 crores in current year and the total revenue increased from Rs. 1185.54 crores to Rs. 1906.52 crores during the period i.e., an increase of approx. Rs. 720.98 crores (60.81%).
- As against this, the total expenditure of the company has increased from Rs. 1202.27 crores (restated) to Rs. 1331.24 crores in the same period with an increase of approx. Rs. 128.97 crores (10.73%).
- The company has earned a net profit of Rs.843.98 crores in the FY 2021-22 as compared to net profit of Rs.4.79 crores (restated) in FY 2020-21.

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 be 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. AIESL has already signed Maintenance Agreement with DRDO for their fleet of A319 aircraft. 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. Annual Report 2021-22 India is likely to require 1,750 new passenger and cargo aircraft over the next 20 years to meet an exponential rise in both passenger and freight traffic. To help meet this growth, India will need 1,320 new single-aisle aircraft and 430 wide-body aircraft valued at \$255 billion. This will generate a sizable aero engine market whose MRO is waiting to be exploited in the 'Make in India' domain. Private players along with the aero-engine OEMs need to develop India-specific business models to provide MRO facilities meeting the entire regulatory framework optimally. A huge potential in India is waiting to be tapped.

5. Instruction to Bidder

5.1 General Instructions

The e-bid shall be furnished through GeM Portal only under Single stage-two-part bidding basis i.e., Technical-bid and Financial Bid. AIESL invites interested bidders for selection of reputed Service Provider (SP) /Implementation Partner (IP) for **Application Management Services** (AMS) contract for SAP SoH on Open Tender considering Least Cost Selection L1 criteria for selection as per Bill of Quantity& Price. The complete tender can be downloaded from GeM Portal. (<https://gem.gov.in>) and from the 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.
- Section VII- Bid Evaluation and Eligibility criteria.
- Section VIII- General Condition of Contract.
- Section IX – Special Condition of Contract.
- Section X – Service Level Agreement.
- Section XI – 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:

For any Information and bid submission: -

Mr. Raj Kumar Gupta
AI Engineering Services Ltd (AIESL),
2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi-110003.
Phone No.: 9818392630
Email: raj.gupta@aiesl.in

If so desired, a representative of the bidder may be present in person or remotely 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

A pre-bid conference, which will be held 15.9.23 AIESL, 2ndFloor, CRA Building SafdarjungAirport, New Delhi-110003 –INDIA. The bidder can join the meeting remotely or in person. A maximum of two representatives of each prospective biddershall be permitted to attend the pre-bid conference. The representative(s) must carry an authority letter from the company's authorizedSignatory 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

The technical bid and commercial Bid opening venue will be at the office— AI Engineering Services Ltd (AIESL), 2nd Floor, CRA Building, Safdarjung Airport Complex, New Delhi-110003. 011-24600777.

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 amount equivalent to Rs. 2,00,000 shall be furnished in one of the following forms:

- a) Account Payee Demand Draft
- b) Fixed Deposit

Scanned copy of the DD or the FDR issued by the bank be accompanied with the technical bids . Original DD or FDR be furnished to the Company within five working days of the opening of the technical bids.

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. EMD will be returned through e-payment system without interest to all unsuccessful bidders. The earnest money (EMD) shall be valid for a period of 45 days beyond the validity period of the tender.

Bid securities 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 15 days after receipt of Performance Security.

5.4 Clarification of Bidding Documents:

A prospective Bidder requiring any clarification of the bidding documents may notify to contact person by e-mail at the address indicated in the ITB. The AIESL will respond to any request for clarification received prior to the pre-bid date as indicated in GeM. AIESL's response will be published on GeM Portal <https://gem.gov.in> 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. However, AIESL may decide on responding to queries post pre-bid to ensure maximum participation. 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 the GeM portal <https://gem.gov.in> and . 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 GeM Portal and have submitted their bids accordingly.

To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bid, the AIESL may 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 date of opening the bids.

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 Online 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 11
- c) Form of Declaration and Bid Proforma as per format appended in Section 11
- d) Summary of Information on Proposed Manpower as per Section 11
- e) Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules as per format appended in Section-11
- f) Goods and Services Tax Registration No., PAN, EPF Registration No*
- g) 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.

Financial Bid shall be submitted in Electronic form on the GeM portal by the date and time as specified in GeM. Submission of the “Financial Bid” by any other means shall not be accepted by the AIESL in any circumstances.

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 AIESL 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 analyses 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 specified in the tender. Bidder(s) can view Bid opening event on the GeM portal <https://gem.gov.in> at their end. In the event of the specified date for the opening of bids being declared a holiday for the 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 on the GeM Portal <https://gem.gov.in> 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 the 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 with respect to the 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 techno-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 or through the GeM portal, 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 L1** criteria, bids that 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, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Section 7 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 the 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 Signs 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 after Acceptance of LOI.

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 for the 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 deposits 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. EMD
 - c. Scope of Work
 - d. Period of Validity of Bid
 - e. Performance Bank Guarantee / Security Deposits
 - f. Arbitration / Resolution of Dispute
 - g. Force Majeure
 - h. Statutory Compliance to Applicable Laws
 - i. Registration of PF & ESPC 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(AMS for SAP SoH)

6.1 Objective / Purpose:

AIESL is in the process of migration from existing SAP ECC landscape (Air India system) to its own landscape on SoH. AIESL is interested in selection of reputed Service Provider (SP) /Implementation Partner (IP) for **Application Management Services(AMS)** contract for SAP SoH. The scope of AMS shall include but not be limited to the following:

Module/Requirements

- i. Finance & Accounting
- ii. Payroll Management
- iii. Human Resource Management
- iv. Materials Management
- v. All third-party application interfaces management (MRORAMCO with SAP SoH)

The SP shall deploy functional/technicalconsultantson onsite/off-site model in consultation with AIESL. In the event of urgent requirements like upgrades, unresolved business showstoppers etc., consultants must be deployed onsite immediately without any additional charges till issues have been resolved.

The SP shall provide functional support and maintenance of SAP Solution during this period. The SP shall be responsible for supporting and rectifying all issues identified including but not limited to:

Application Management Service:

The selected bidder should provide exhaustive support, including but not limited to troubleshooting, problem resolution, maintenance, enhancements, and support packages, enhancement packages upgrade services for the following application system:

- Financial Controlling
 - SAP Payroll System
 - Human Capital Management (HCM)
 - Material Management
 - Reporting System
 - Enterprise Portal (ESS, MSS)
 - All ABAP functions related to Scope of Work
 - All BASIS functions related to Scope of Work
 - SAP Workflow
 - Code Change, Bug fixes, support for resolving problems and issues during the support period
 - Proactive Monitoring of the SAP Landscape.
 - Periodic Back-Up and System Refresh/Client Copy Activity in consultation with AIESL
- a) SP shall provide comprehensive maintenance support for all the proposed SAP modules.
 - b) SP shall support all the BASIS related activities required for the smooth functioning of the SAP system at AIESL.
 - c) SP shall maintain data regarding entitlement for SAP system upgrades, enhancements, refreshes, replacements, and maintenance, rectifying bugs as and when identified including modification of customized program whenever required SP will be required to implement all such upgrades, enhancements, refreshes, replacements, and maintenance, bugs rectification/removal in a time bound and planned manner.

This will also include implementing any new functionality such as Taxation related update /enhancement any other legal requirement related update / enhancement etc., carrying out related

configuration, testing thereof and implementation the same through development, quality, and production system as per requirement, after due testing by the authorized users and accepted by authorized AIESL officers.

Any such enhancement/development needs to be completed well in time, so that no loss to AIESL/ any of its customers/vendors/employees taken place due to such delayed action.

- d) All functional upgrades will be required to be implementing at the earliest as per requirements of AIESL so that the business requirements of AIESL do not suffer. Technical upgrades also need to be implemented in a time bound manner as per discussion with AIESL.
- e) In case of failure of any solution, reconfiguration of system shall be done for bringing the system back in function.
- f) Development of 10 customized reports involving data from the existing standard/customized tables without changing any business process/configurations.
- g) Modification/updating of 10 of the existing standard/customized reports without involving any of change in the master/transaction /data tables.
- h) Carrying Out regular Financial Year beginning/Year end processes such as initialize /Maintain Document type number ranges /series.
- i) Creation of master data for FICO, MM, HR. for which bidder needs to position a master data manager (MDM) on site at AIESL.
- j) SP shall help AIESL users to correct any errors incurred while executing transactions, generating reports, handholding for at least one quarter closures.
- k) SP needs to update the required changes in user & configuration manuals/documentation and deliver to AIESL.
- l) SP must incorporate any new process or alterations / modification in the process in the existing modules implemented in the SAP System which are not functioning and required for smooth functioning of AIESL's business processes.
- m) The SP shall provide support for SAP license management and control.
- n) SP shall carry out all SAP related installation, configuration, and maintenance of SAP systems at AIESL as a part of hardware upgrade or platform changes if required.
- o) Any issue impacting the AIESL financial closing activities should be resolved on highest priority to meet the timelines and avoid any business impact.
- p) Support AIESL Project team for end user training.
- q) The selected bidder will be responsible for technical problem determination of the application and the related Cloud platform. If problem determination leads to the need for SAP patching/fixing of the SAP application, selected bidder should inform AIESL and after approval from AIESL, install any SAP-supplied patches and/or fixes.
- r) The selected bidder should configure, manage, and maintain SAP application modules and Database, including patch fixes and upgradation, as per requirement.
- s) The successful bidder should deploy onsite/off-site functional/Technical consultants for each module to ensure continuous support. At any given point of time, there must be two dedicated functional consultants as per module requirements present onsite to support AIESL's requirements.

However, in cases of urgent requirement for AIESL, desired technical/functional consultants must be deployed onsite to ensure services are provided within specified timeframes. There should be an escalation matrix of functional/technical consultants for each module with turnaround times specified at each level. This should form a part of the overall support structure and escalation matrix proposed for the entire contract.

- t) The successful bidder should provide contact numbers, email addresses, escalation matrix of a dedicated support team to ensure urgent problems are resolved according to Service Level Agreement (SLA) and shall be kept informed well in advance in case any changes are being made in the contact details.
- u) The Selected bidder should provide and maintain coding standards and quality control to ensure coding readability, performance, and sustainability.
- v) Creation, Deletion, Maintenance and updating of User IDs as and when required duly complying with the requirements of SAP Licenses etc.
- w) Installing a suitable mechanism for extension of authorization to various users based on the prescribed mechanism. This will also include identifying and grouping of authorization objects for creating required structures for role based / function-based authorizations.
- x) Extension of authorizations to the respective users of all modules as per the finalized strategy.
- y) Identifying the controls / formats / guidelines for creations of master data such as customer masters, GL masters, vendors masters, assets, tax codes, Material master, Approval matrix, Info records, source list, employee master, Work schedule, Salary data, Statutory details etc. for smooth and quick completion of the contemporary and periodical requirements with establishing suitable control environment in this regard.

A Suitable methodology / strategy on the above mentioned v),w),x),y), will be required to be worked out at the time of rolling out the system with consultation and approval of authorized authority .

Required actions for creation of user IDs, Master Data creation/modification/ updating extension of authorizations as per requests submitted by the users as per requirements will be in the scope of the service provider.

- z) SP will be responsible for creating and maintaining organizational units, personnel areas, and personnel sub-areas within SAP HR. This involves structuring our organization in a way that reflects our hierarchy and enables efficient management of employee data.
- aa) SP will be responsible in creating and updating wage types in the SAP system. These wage types encompass various elements such as allowances, dearness allowance (DA) updates, and different types of deductions or any other new type of allowances / deduction introduced by AIESL. SP's role is to ensure accurate configuration and availability of the necessary wage types for seamless payroll processing.
- bb) If new leave types are introduced in our organization, SP will be required to create and configure them in SAP HR. This includes defining leave entitlements, accrual rules, and linking them to payroll

deductions. By accurately implementing leave types, SP ensure that employee leave balances are maintained, and corresponding deductions are applied correctly.

- cc) SP will have to manage wage types related to taxation. This involves creating, updating, and modifying tax-related wage types to comply with changing tax laws and regulations. It is crucial to ensure accurate calculation and deduction of taxes from employee salaries, reflecting the current tax structure.
- dd) SP will be required to integrate the wage types, leave types, and other HR-related configurations seamlessly into the payroll module. This includes mapping wage types to the appropriate accounts and ensuring that data flows correctly between HR and payroll systems.
- ee) SP support will be required for creating, changing, and maintaining various objects and master data within SAP HR. This includes employee records, positions, job descriptions, and other relevant data elements.
- ff) SP may be required to develop or assist in the creation of reports and analytics within SAP HR. This enables the extraction of meaningful insights and supports decision-making processes related to HR management.
- gg) SP role may involve configuring time-related functionalities within SAP HR, such as defining work schedules, absence types, attendance data recording, and time evaluation.
- hh) SP will be responsible in enabling / maintaining employee and manager self-service functionalities within SAP HR.
- ii) SP may be responsible for integrating SAP HR with other systems, such as time and attendance systems, and external payroll systems if introduced in future to ensure seamless data flow and to eliminates manual data entry.
- jj) The Selected bidder should make proper resource arrangement to ensure support continuity during holiday seasons.
- kk) The selected bidder should have a thorough understanding and experience with AIESL's current SAP landscapes, applications, policies, and procedures.
- ll) The Selected bidder will be responsible for configuring, managing, and maintaining all client systems (Development, Quality, Production etc.) in the SAP system landscape available at AIESL at no additional charge. They will also perform all the System Monitoring and health check activities for smooth running of the servers.
- mm) The successful bidder should maintain all the necessary documentation (i.e., Functional specs, Technical Specs, List of affected codes, Test scripts, Unit test plans, System Test plans, Test Reports etc.) for any changes they perform in the system. All these documents should be approved by AIESL.
- nn) The successful bidder assists the AIESL team in performing required activities like testing, validation etc., during the process of carving the data by the SAP Services team.

oo) The successful bidder will be responsible for validating the system with the help of AIESL users after the data carving and ensuring the successful handover and knowledge transfer of the system to AIESL.

pp) The successful bidder will be responsible for taking necessary Knowledge Transfer from SAP and responsible for monitoring, maintaining and update of the SOH system during the contract period, including but not limited to problem resolution, maintenance, SAP Notes, SAP enhancements, support package and patches installation, Authorization, system upgrade, refreshers, back up, restore, Early Watch check, resource and space monitoring etc.

Note: Any changes that are an enhancement in functionality and require new development/ substantial configuration may be raised as change request (CR) by the SP with proper justification for acceptance by AIESL. Rate card quoted in the financial bid will be applied for these CRs basis manhours required for job completion. Any major development requiring creation of new processes would require end-user training on the use of that process.

The contract starts on the day it is signed by both the parties on mutually accepted terms and conditions.

Responsibilities of AIESL

AIESL shall constitute a project governance structure with adequate representation from all the stakeholders to review the recommendations of the SP and accord necessary approvals.

- Facilitate the training programs when conducted at AIESL premises to the extent of providing the venue, projection/viewing of training material. For the avoidance of doubt, the entire training material with distribution to all participants in hard copy and soft copy, travel costs, local logistics, boarding and lodging/ accommodation costs of the Bidder shall be borne by the Bidder. If training venues are organized at premises other than AIESL, the Bidder shall make and bear all costs for successfully imparting training except boarding and lodging costs of AIESL personnel and Customary snacks/ lunch etc. during such trainings.
- Facilitate the smooth functioning and able administration of the project, AIESL shall on a reasonable effort basis, as far as practicable, provide support for the infrastructure needed at AIESL premises. This may include office seating space along with network connectivity and power supply.
- Facilitate the smooth functioning and execution of the project, AIESL shall, as far as practicable, provide all necessary approvals, reviews as may be applicable on a reasonable effort basis as expeditiously as possible, provided hereinafter that the documents/subject matter on which such approvals/reviews are sought shall be accurate, unambiguous, and qualitatively satisfactory in the opinion of AIESL.
- Provided further that for the purposes of the above obligation, the Bidder shall ensure that such reviews & approvals are sought at least 7 calendar days prior to its intended utilization to allow AIESL adequate time to complete protocols in connection therewith.
- Project to be executed by the SP dedicated team at AIESL locations. All equipment required for development should be provided by the SP. AIESL will provide only the sitting space for SP dedicated team.

7. Bid Evaluation and Eligibility Criteria

7.1 Technical Qualification Criteria

Applicants that meet the minimum eligibility criteria set out below regarding financial soundness and technical strength shall stand pre-qualified.

S.No.	Criteria	Qualifying Criteria	Document Required
1.	Registration Status	Bidder must be incorporated or registered in India under the Indian Companies Act, 1956/ 2013 or Limited Liability Partnerships (registered under LLP Act, 2008)	Following documents are required: a) Self-attested Copy of certificate of incorporation / registration certificate b) Self-attested Copy of GST Registration Number with KMP (Key Management Persons) c) Self-attested Copy of PAN
2.	Turn Over and PROFIT AFTER TAX(PAT)	Financial Criteria: Average Annual turnover of the bidder should be minimum Rs. 2 Crores last three preceding financial years ending 31 st March 2022 and should be positive PAT during the last three preceding Financial Years ending on 31.3.2022.	Copies of ITRs , Balance Sheet, P &L , CA declaration for last three Financial Years.
3.	Experience of the bidder in India	Bidder should have provided at least one full year of Application Management Services for two projects for SAP ECC/SoH/SAP S/4 HANA during last three-year ending 31 st March 2023 years with a client. Note: The project starting date can be of earlier period, however support for 1 year should be within last 3 years from the date of submission of bids.	Scanned copies of work orders/ purchase order/ contract/ agreement and completion/ successful implementation/ confirmation from the client (s)
4.	Experienced professional in proposed SAP SOH	Bidder should have at least 50 experienced functional and technical consultants of SAP. At least 5 of the regular employees on the role of the bidder must have SAP certificate in SAP FICO. At least 2 of such employees with SAP certification must be deputed to AIESL for execution of the related certification to AIESL.	Scanned copy of payrolls & EPF statement indicating permanently employed staff strength. AIESL will be authorised to call for any other certification/confirmation/verification action in respect of such employees to verify the same at any point of time at a later date as well .

		Names of such employees need to be intimated to AIESL and any substitution must be with the concurrence of AIESL management.	
5.	SAP partnership authorization	The Bidder should be a certified SAP Partner i.e., Gold, Silver or Platinum.	Copy of SAP certification
6.	Blacklisting	The bidder must not be blacklisted by any Central / any State / Department / establishments in India at any point of time for breach of ethical conduct or fraudulent practices.	Copy of Self declaration signed by the authorized signatory on Rs. 100 non judicial Stamp paper.

For this project, it is imperative that the Bidders deploy best in class key professionals to ensure successful execution. The Bidder will in its proposal include the names and detailed curriculum vitae of their key personnel who will be working on this project especially during the architecture definition of various components and implementation to deliver the seamless service.

Functional Consultant refers to a person who configures the system as per business requirements.

Technical Consultant refers to a person typically a programmer or a Basis person for software deployment and integrations.

	Manpower Requirement
7a	<p>Payroll & HR Management:</p> <p>Qualification: B.E./ B.Tech. / MBA / Post Graduation in Human Resource Management (or equivalent) with minimum 05 years and above post qualification experience in domain.</p> <p>Should have experience in SAP ECC/SoH/S/4 HANA support for at least two projects in the proposed function.</p>
7b	<p>Finance & Accounts:</p> <p>Qualification: CA / ICWA with minimum 05 years and above post qualification experience in domain.</p> <p>Should have experience in SAP ECC/ SoH/ S/4 HANA support for at least two projects in the proposed function.</p>

7c	<p>Materials Management:</p> <p>Qualification: Qualification: B.E./ B.Tech. / MBA / Post Graduation in Supply chain, Logistics (or equivalent) with minimum 05 years and above post qualification experience in domain.</p> <p>Should have experience in SAP ECC/ SoH/ S/4 HANA support for at least two projects in the proposed function.</p>
7d	<p>Technical Person (ABAP) for proposed SAP SoH</p> <p>Qualification: B.E./ B.Tech. / MCA with minimum 5 years and above post qualification experience.</p> <p>Experience as a developer/programmer with expertise in SAP ECC/ SoH/ S/4 HANA implementation for at least two projects.</p>
7e	<p>BASIS consultant</p> <p>B. Tech/B.E./MCA/MSO or other relevant qualification with minimum 5 years of experience as BASIS consultant for SAP ECC/S/4 HANA.</p> <p>The person should have completed two implementations for SAP ECC/ SoH/ S/4 HANA as Basis consultant.</p>

7.2 Financial Evaluation

The financial bids shall be opened of only those bidders who have been found to be technically eligible. Bidder must provide cost for AMS for the three years in the financial bid format.

Total Cost of Ownership (TCO) will be arrived at by adding cost of:

- AMS support Cost including management of help desk tool for the contract period (03Year).
- Cost of help desk tool for three years.
- Man hour rate for change requests- This line item will not be part of financial bid evaluation but must be valid for entire period of contract for any change requests.

The Bid having the Lowest TCO shall be termed as the Lowest Evaluated Bid and will be awarded the contract. AIESL Proposes to release the total cost of ownership of 3 years as follows to the successful bidders-

1. In the first year of contract, 10% of the TCO after initial setup of the system successfully., 20% of the TCO shall be paid in 4 quarters for which invoice shall be submitted immediately after end of each quarter.(Total 30% payment shall be released in the 1st year of contract)
2. In the second year of contract, 30% of the TCO shall be paid in 4 quarters for which invoice shall be submitted immediately after end of each quarter.
3. In the final year of contract, 40% of the TCO shall be paid in 4 quarters for which invoice shall be submitted immediately after end of each quarter.

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 **and will not be considered**
- 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 11. 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 any of the prices of different components are bundled together in the Price Proposal, unbundling of these prices, i.e., allocating prices for individual components during evaluation or during Signing the contract, if awarded the contract, will not be allowed.
- **SP would quote the commercials strictly as per formats given. Any deviation would lead to rejection.**
- 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.

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.

8. General Condition of Contract

8.1 General terms of Tender

1. Bidders must submit the Technical and Commercial bid under Single stage-two-part bidding process i.e., Technical-bid and Financial Bid as mentioned in Section 1 NIT and selection will be based on Least cost selection L1 criteria. The complete tender can be downloaded from GeM Portal. (<https://gem.gov.in>)
2. No physical Bids will 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. 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.
10. Commercial bids of only those bidders who qualify based on evaluation of technical bids would be opened and accordingly such bidders would be intimated.
11. The bidders should commit to assume the responsibility for implementation of the application software as specified in the tender including the product installation and integration.
12. The bidders are to satisfactorily complete customizations as required to fulfill the requirements of this tender in accordance with their technical bid before cutover of the application to production mode. Cutover date will be the date of successful implementation & acceptance of the complete application software.
13. 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.
14. 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.
15. AIESL reserves the right of not awarding any contract to any of the Bidders.
16. 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.
17. Determination of whether the bid complies with the tender requirements or not will be at the sole discretion of AIESL.
18. No advance / pre-delivery payment term will be accepted.
19. It will be the responsibility of the bidder to comply and pay all taxes/ levies/ duties, as applicable for the entire contract.
20. The prices quoted in the commercial bid must be exclusive of all applicable taxes, levies, and duties till the delivery to AIESL. The taxes, levies, and duties components applicable 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.
21. In case the taxes, levies and duties are not mentioned separately, the bid would be deemed to be inclusive of such taxes, levies, and duties applicable in India.
22. 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.
23. 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.
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.

8.2 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 prior to Pre-Bid meeting. The queries may be addressed to: raj.gupta@aiesl.in and sandeep.dungriyal@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 as a result of the Pre-Bid meeting, shall be made by AIESL exclusively through the issue of an Addendum / Corrigendum separately and shall be available on GeM Portal. (<https://gem.gov.in>) and 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.
4. Interested Bidders who desire to attend the Pre-Bid meeting shall communicate 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 and sandeep.dungriyal@aiesl.in
5. 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.
6. 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.

8.3 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 Bidders 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.

8.4 Earnest Money Deposits:

It is clarified that Bidders seeking exemption under MSME provisions (refer para 8.5 below) are required to submit the Bid Security Declaration Form in the manner provided in Section 11.

An Earnest Money Deposits (EMD) of Rs. 200000 Lakh only (applicable to Indian bidders) must be submitted along with the Pre-Qualification bid either in the form of Bank Demand Draft / FD in favor of "AI Engineering Services Limited," and payable at New Delhi. No other mode of payment will be accepted.

EMD will not carry any interest.

Tenders received without the EMD, or proof of receipt 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 Deposits will be forfeited.

EMD of the Bidders, 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 Deposits / 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.

8.5 Exemption / Preference to MSE units:

1. As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119(E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy.
2. MSEs participating in the tender must submit the certificate of Udyam Registration
3. The Successful Bidder (MSE/Non MSE) will be required to submit the Security Deposits as applicable on the Contract value.

3 Since the nature of the work in this tender is indivisible, the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, subject to matching the L-1 prices.

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.

8.6 Security Deposit / Performance Bank Guarantee

1. A Security deposit (SD) @ 5 % 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 and it should remain valid for a period of two months beyond the date of completion of all contractual obligations of the supplier. The SD / PBG is for meeting the project commitments till the end of the AMS period. The SD / PBG would be refunded / returned within two months of successful completion of AMS period subject to adjustment for penalties, if any, on account of deficiencies in performance as per the terms of the contract.
2. Subsequently a Performance Bank Guarantee or Security deposit @ 5% of the AMS value for the first year would be required to be submitted by the successful bidder to cover the performance requirements during the Annual Maintenance Contract period. This PBG / SD would be renewed annually @ 5 % of the AMS for the corresponding year till such time as the AMS is in force and would be returned/ refunded within two months of successful completion of the AMS period after adjustment of penalties, if any, on account of deficiencies in performance as per the terms of the AMS.

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.

8.7 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 and other requirements of the Tender would be considered for next stage of Tender process.

8.8 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 11 only. The detailed procedure / method of quoting and criteria for evaluation of the Price Bids has been provided in Section 11.

8.9 Award of Contract/agreement, Acceptance, Commencement / Execution

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

- i. The Successful Bidder must convey acceptance of Letter of Intent (LOI)/contract within 14 days of receipt of the same and provide their bank details with a cancelled cheque.
- ii. The Successful Bidder must commence the Services within 28 days after Acceptance of LOI.
- iii. The Successful Bidder shall execute the Contract within 28 days of acceptance of LOI. The cost towards the preparation and execution of the Contract shall be borne by the Successful Bidder.

8.10 Fall in price clause

The successful bidder should pass on any benefits arising due to lower taxation or changeininput/raw material cost by virtue of some exemption by government or for any reasons duringthecontract/order.

8.11 Force Majeure Event

1. Neither the System integrator 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, Earthquake, flood, tempest, lightning, epidemic, pandemic 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 repercussion on either side.
6. Notwithstanding the punitive provisions contained in the Contract for delay or breach of Contract, the System integrator would not be liable for imposition of any such damages so long as the delay and/or failure of the System integrator in fulfilling its obligations under the Contract solely attributable to the occurrence of a Force Majeure Event.

8.12 Resolution of Disputes and Arbitration

1. Any dispute arising between the System integrator 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.

8.13 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. To reiterate, 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.
3. In case of corporate restructuring involving Business Transfer, all the Qualifying Criteria / Technical Scoring Criteria (or any other criteria pertaining to bidder's credentials) can be met by the bidding entity itself, or by the bidding entity's parent company (if the bidding entity is 100% owned subsidiary of the parent company) or by fellow subsidiary company (which is 100% owned by the parent company). Supporting documents of the parent company's / fellow subsidiary company's credentials shall also be acceptable for all the Eligibility Criteria/Technical Scoring and any other criteria requiring bidder's credentials to qualify. Form 14C has been provided for in the bidding document for the same

8.14 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 System integrator 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.

8.15 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 its 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:
 - i) procure for AIESL the right to continue using the Services; or
 - ii) modify the Services so that it becomes non -infringing; or
 - iii) refund to AIESL the money paid by AIESL for the enjoined part or parts of the Services.

8.16 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.

8.17 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.

9. Special Condition of Contract

9.1 Definitions

The following words, as used in the Tenders shall have the meaning escribed 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 into 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" or the "Service Provider" (herein after referred to as SP) shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- viii. The term "L-1" means Bidder with lowest quote, and "L-2" means Bidder with the second lowest quote.

9.2 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.

9.3 Project Plan

1. SP shall refer Section 6 SOW for detailed outlines of required deliverables.
2. Within fourteen (14) calendar days of Effective Date of the Contract, SP shall submit the detailed project plan to the 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 and timelines specified in the Section 6. 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.

3. 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.

9.4 Resource Planning and Deployment

The bidder will prepare and submit a detailed project structure along with resource deployment plan (onsite&off-site). Bidder is required to deploy all resources (minimum two) as defined in this bid document on-site at AIESL's project locations or off-site post consultation with AIESL. 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.

9.5 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. 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.

9.6 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 3 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 provided that 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, the 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 the AIESL.

9.7 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.

9.8 Conflict of Interests

SP not to Benefit from Commission's, 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.

9.9 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 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.

9.10 Limitation of Liability

AIESL shall not be liable in any event 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 the 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 the AIESL - after which it shall stand transferred to the 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 quantum of loss will be as per the extent of damage or contract value, whichever is lesser.

Notwithstanding what has been stated elsewhere in the Contract and the Schedules attached thereof, the 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.

9.11 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 Providers 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.

9.12 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 the 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. The 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.

9.13 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.

9.14 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 Sixty (60) 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.

9.15 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.

9.16 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 deposit / Bills / Future payments due to the System integrator, 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.

9.17 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 non-compliance 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 be able to pay its debts as they fall due for payment and is otherwise solvent as per applicable laws, it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed for the whole or any part of its assets or any right, it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing.
- 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 of AIESL where required and submit along with technical qualification bid.

10. Service level Agreement

Service Level Agreement (SLA) is the agreement between AIESL and the Service provider for the project. AIESL would monitor Service provider's compliance of the SLA. SLA defines the responsibility of the Service provider in ensuring the performance of the system based on the agreed performance indicators as detailed in the Agreement. This section defines Service Level Agreement for solution deployed by the Service Provider.

The purpose of this SLA is to clearly define the levels of service to be provided by Service provider to AIESL for the duration of the contract.

Description of services to be provided by the Service provider is mentioned in Section 6 (Scope of Work) of this bidding document.

10.1 Definitions

- (a) **"Helpdesk Support"** shall mean the support center, which shall handle fault reporting, troubleshooting, ticketing, related enquiries, and other tasks.
- (b) **"Incident"** refers to any event/ abnormalities in the functioning of the system/ services that may lead to disruption in normal operations of the system including application and other services as per scope of System Integrator.

10.2 Interpretations

- (a) The normal **working/ business** hours are **10:00 AM to 6:00 PM** on all working days (Monday to Friday) excluding public holidays or any other holidays observed by AIESL or concerned Office. However, Service provider recognizes the fact that it may require to work beyond the working hours as per location specific business shifts on need basis or on Sundays or public holidays.
- (b) "Non-Working/ Non-Business Hours" shall mean hours excluding "Working/ Business Hours".
- (c) "Service Window" shall mean the duration for which the facilities and services should be ensured to be available. Expected service window for AIESL is **at business units** as per the timings of the business units. **For business units which run round the clock, service window should be 24x7.**
- (d) Business Hours shall mean hours between **10:00 AM to 6:00 PM** on five days of week (Sunday and Saturday excluded).
- (e) The SLA parameters shall be monitored on a daily/ monthly/ quarterly basis as per the individual SLA parameter requirements. However, if the performance of the system/ services is degraded Significantly at any given point in time during the contract period and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of AIESL or an agency designated by them, then AIESL will have the right to take appropriate disciplinary actions including termination of the contract.
- (f) A Service Level violation will occur if the Service provider fails to meet Minimum Service Levels, as measured on a quarterly basis, for a particular Service Level. Overall Availability and Performance Measurements will be monthly for the purpose of Service.
- (g) Wherever required, some of the Service Levels will be assessed through audits or reports e.g., utilization reports, measurements reports, etc., as appropriate to be provided by the Service Provider monthly, in the formats as required by the AIESL. **The tools for helpdesk management/audit will be provided by the Service provider** and all licenses procured will be in the name of AIESL users. Audits will normally be done on regular basis or as required by the AIESL and will be performed by the AIESL or any third-party agencies appointed/ designated by AIESL.
- (j) The Service provider is expected to provide the following service levels. In case these service levels cannot be achieved at levels defined in the tables below, it shall result in a breach of contract and invoke the penalty clause. Payments to the Service Provider are linked to the compliance with SLA metrics laid down in the tables below. The penalties will be computed and calculated as per the computation explained.

10.3 Duration of Service Level Agreement (SLA)

The service levels described in this section shall remain valid for the entire tenure of the contract or until such time the SLAs have been reviewed and revised by AIESL.

10.4 SLA Monitoring

The SLA parameters shall be measured on a daily/ monthly basis through appropriate SLA measurement tools to be designed by the Service Provider. Central helpdesk at Delhi office/SP's office to support PAN India locations will be established. For monthly SLA, monitoring average of the day wise availability shall be taken for arriving at the monthly score for the concerned parameter.

Service Providers shall ensure that all relevant events are logged, and such logs are made accessible to AIESL for review/ report through SLA monitoring tool in a readable format.

If the performance of the system/ services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of AIESL, then AIESL shall have the right to take appropriate corrective actions including termination of the contract.

The SLAs defined, shall be reviewed periodically at the option of AIESL after taking the advice of the Service Provider. The revised SLAs shall not have any financial implications on AIESL or financial advantage to the Service Provider.

Following tables outline the key service level requirements for the system, which need to be ensured by the Service Provider:

Helpdesk Performance

- (a) **High Severity (Level 1) calls.** The failure to fix has an immediate impact on AIESL's ability to provide services, inability to perform critical service delivery and/ or back-office functions or a direct impact on the organization. For example, any bug or issue that halts the business activity and urgent processes cannot be carried out shall fall in the category of Level 1 or High Severity issue. Severity level 1 calls should manage during off hours as well. If needed.
- (b) **Medium Severity (Level 2) calls.** The failure to fix has an impact on the AIESL's ability to provide services and can cause services to degrade if not resolved within reasonable time frames. For example, Any bug or issue that does not halt the business activity but is of high priority and is required for smooth and uninterrupted working of the business.
- (c) **Low Severity (Level 3) calls.** The failure to fix has no direct impact on the AIESL's ability to serve its offices or perform critical back-office functions for Example Any enhancement or change in existing configuration/ development which does not qualify as a bug.
- (d) The Service Provider must ensure that all the critical issues are resolved immediately to have a minimal impact on the business operations of AIESL.
- (e) The issues/tickets can be raised by users either through helpdesk portal or phone calls or emails. The System Integrator needs to always ensure availability of all these modes of ticketing.
- (f) This service level will be monitored monthly.
- (g) All the Master data and Authorization related issues should be considered High Severity Issues and resolved within the agreed SLA.
- (h) Any delay in the responses should be escalated to the department of AIESL. The Service provider will be responsible if the issue is not resolved as per SLA due to the non-response from AIESL.

The below table gives details on the Service Levels the System Integrator should maintain. The categorization of Level 1, level 2 and level 3 calls will be done in consultation with AIESL post awarding of contract to successful bidder.

Service Level Description	Measurement	
---------------------------	-------------	--

High	95% of the Level 1 calls shall be resolved within 4 working hours from call received/ logged, whichever is earlier. However, the maximum resolution time for any incident of this nature shall not exceed 12 hours. Severity of violation: High This service level will be monitored monthly.	If the deviation is: <ul style="list-style-type: none"> • < 95% &gt;= 90% then 1% Penalty of the Quarterly Payment • < 90% &gt;= 80% then 5% Penalty of the Quarterly Payment • < 80%- 10% Penalty of the Quarterly Payment
Medium	95% of the Level 2 calls shall be resolved within 8 working hours from call received/logged, whichever is earlier. However, the maximum resolution time for any incident of this nature shall not exceed 48 hours. Severity of violation: Medium This service level will be monitored monthly	If the deviation is: <ul style="list-style-type: none"> • < 95% &gt;= 90% then 1% Penalty of the Quarterly Payment • < 90% &gt;= 80% then 5% Penalty of the Quarterly Payment • < 80%- 10% Penalty of the Quarterly Payment
Low	95% of the Level 3 calls shall be resolved within 12 working hours from call received/logged, whichever is earlier. However, the maximum resolution time for any incident of this nature shall not exceed 72 hours. Severity of violation: Low This service level will be monitored monthly.	If the deviation is: <ul style="list-style-type: none"> • < 95% &gt;= 90% then 1% Penalty of the Quarterly Payment • < 90% &gt;= 80% then 5% Penalty of the Quarterly Payment • < 80%- 10% Penalty of the Quarterly Payment

10.5 Payment Schedule / Terms

- a) AIESL will appoint a Review Committee to track the progress of implementation and other milestones of the project. The bidders must clearly Specify the project implementation milestones and timeframes. This is to be submitted along with the Commercial Bid.
- b) No advance / pre-delivery payment term will normally be accepted.
- c) The successful Bidder are required to provide SAP Application Management Services for all modules for a period of one year from the date of issue of Purchase Order.
- d) Payment terms:
 - (i) In the first year of contract, 10% of the TCO after initial setup (Deployment of Helpdesk tool and resources as per the team deployment plan shared by the Bidder) of the system successfully., 20% of the TCO shall be paid in 4 quarters for which invoice shall be submitted immediately after end of each quarter. (Total 30% payment shall be released in the 1st year of contract)
 - (ii) In the second year of contract, 30% of the TCO shall be paid in 4 quarters for which invoice shall be submitted immediately after end of each quarter.
 - (iii) In the final year of contract, 40% of the TCO shall be paid in 4 quarters for which invoice shall be submitted immediately after end of each quarter.

The above payments are subject to adjustments in terms of SLA Performance & Payment shall be released within 30 days of submission of invoices and certification for performance by AIESL officials.

11. 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, Specification's, drawings, etc. pertaining to the Work for
"Hiring for SAP Applications Management Services (AMS) contract for SAP SoH" , and having
undertaken to execute the said works.

It is declared without any reservation whatsoever that:

- 1) The submitted Techno-Commercial/Price Bid proposals are without any deviations and are strictly in conformity with the documents issued by the 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 the 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 the 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

Date:

Name:

Designation:

Seal:

Form- 02: 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

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 for SAP Applications Management Services (AMS) contract for SAP SoH"**
2. Attached to this letter are copies of original documents defining
 - a. The Applicant's Registration/ Legal Status (as per Eligibility Criteria- Annexure A)
 - 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 you 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. 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.

Place: [Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Form- 03: 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

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 the 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 the AIESL.

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Form- 04: 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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Form-05: Team Deployment Plan
(As per given format)

AIESL SAP SoH Application Management Service													
Sr No	Resources	Annual Maintenance (12M) (Man Months)											
		M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12
	Period ----->>>												
1	Finance												
2	HR												
3	MM												
4	ABAP												
5	Basis												
6	Any other resource required												
Man Month (Implementation) Sub Total													

(SignatureoftheAuthorizedSignatory)

(NameanddesignationoftheAuthorizedSignatory)

(NameandrubbersealoftheBidder)

Date: _____

Place: _____

Form 06: Format for Self-Declarations for Manpower (Employee Strength)

Undertaking for availability of Manpower to support the requirements in RFP

[To be submitted on Bidder Company's Letterhead]

To,

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

Sub: Undertaking for Manpower

Dear Sir,

It is hereby certified that we are complying with the minimum requirement of Manpower as per the RFP terms and conditions and have – **experienced functional and technical consultants** on our payroll in India.

Yours faithfully,

(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory)

(Name and rubber seal of the Bidder)

Date: _____

Place: _____

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

[To be submitted on Bidder Company's Letterhead]

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

Sub: Undertaking for No Conflict of Interest

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 as the case may be. 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]*

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

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

We are pleased to submit our Financial Proposal against the Tender.

Sr No	Item	Amount in INR (to be quoted for three years of the contract period) (I)	Tax % (II)	Tax Amount (III)	Any other charges (IV)	Amount in INR (Including all) (V)
1	SAP Application Management Services(AMS) for three years as per Scope of Work, including management of help desk tool.					
2	Cost of Helpdesk Tool- For 3 years of contract period					
3	Total cost of ownership includes amount quoted at item no. 1 and 2 above					
4	Man hours rate for the Change Request					

Note:

- The Cost of ownership[3(V)] includes amount quoted for item no.[1(V)] above and the amount quoted for item no. [2(V)] above.
- Bidders are advised to quote the rates both in figures and words for all the line items above. In case, there exists a difference between the quoted figures and quoted word, the amount quoted in words will only prevail.
- Item no. 4 above will not be a part of financial evaluation but must be valid for entire period of the contract for any change requests.
- Total amount paid for change request will be on actual number of man hours of service provided. The same shall be provided by bidder and verified by AIESL.
- An eligible bidder who has quoted the lowest rates for item no. [3(V)] above inclusive of all (i.e. Total Cost of ownership including costs quoted at item no. [1(V)] and [2(V)] above) will be awarded the contract.
- In the case, the line item no. [3(V)] amount not equal to sum of line item no. [1(V)] and [2(V)] then, actual sum calculated for line item no. [1(V)] and [2(V)] will prevail and considered for financial valuation of the bid.

Undertaking by the bidder:

- All statutory/ government taxes, duties, surcharges, GST etc. would be applicable at the time of invoicing / releasing of payments.
- The above quoted amount is inclusive of all boarding, lodging, travel expenses (if required) and any other charges. No fee other than agreed amount shall be charged.
- Financial bid will cover all charges required for successful completion of the project with no hidden charges.
- Prices are only quoted in the financial proposal and no price element is mentioned in the technical bid. If any price element is found in the technical bid, we are liable to be rejected from the bidding process.
- Our financial proposal is **unqualified and unconditional in all respects.**
- The above quoted financial proposal is without seeking any minimum guaranteed support from AIESL.
- Financial bid in the format other than the given above will be rejected.

(SignatureoftheAuthorizedSignatory)

(Nameanddesignationof theAuthorizedSignatory)

(NameandrubbersealoftheBidder)

Date: _____

Place: _____

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. Website addresses are not acceptable. Additional information can be given as an attached sheet.

Sl. No.	Requirements	Details
1	Bidder's Company Name & address	
2	The company must have been incorporated as a, private or a public limited company incorporated/registered under Companies Act 1956 or 2013 or as an LLP under LLP Act 2008.	
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 post implementation support	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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 criteria as listed in Section 7 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. **AIESL** would evaluate the responses based on the detailed information as provided. The decision of **AIESL** in this regard shall be final.
3. The bidders must adhere to the conditions as listed in the Special Condition of Contract (Section 9) and General Condition of Contract (Section 8)

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

Yours faithfully,

(SignatureoftheAuthorizedSignatory)

(Nameanddesignationof theAuthorizedSignatory)

(NameandrubbersealoftheBidder)

Date: _____

Place: _____

Form 11: 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

To,

Ref. No:

Date:

Dear Sir,

Sub: Technical Bid as per your Tender No. AIESL/Corporate Office New Delhi/17/220660dated

With reference to your AIESL/Corporate Office New Delhi/17/220660 dated,we hereby submit our Technical Bid as per requirements under Technical Evaluation mentioned inSection 7.

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 12: 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 7 and Section 11.
2. 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.
3. The prices quoted in the commercial bid must be exclusive of all applicable taxes and duties. The taxes and duties components 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.
4. 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.
5. TDS (applicable to Indian bidders) shall be deducted by AIESL on all payments, as per applicable Government of India rules & regulations.
6. 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.
7. In case, any new taxes/ levies/ duties are introduced in future by the Government in the country 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.
8. Unconditional discounts and credits, if any, would be adjusted in the total bid price for price comparison.
9. Conditional discounts and credits, if any offered in the commercial bid, will not be considered for price comparison.
10. Representations, if any, for modifications to the price quoted in the commercial bids will not be entertained after opening of the Tender.
11. 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.

Yours faithfully,

(Signature of the Authorized Signatory)

(Name and designation of the Authorized Signatory)

(Name and rubber seal of the Bidder)

Date: _____

Place: _____

Form 13: Formats for Certificates and Undertakings

Form 13A

From Bidder's any Client / Customer

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

Ref. No:

Date:

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

This is to certify that the support for ERP Software Package (Name of the product offered in response to the tender)

_____ provided by M/s

(Company name and address of SP) _____

_____ at (Company name and address of client / customer) _____

_____ Since _____ (Mention
the month and year the product went live). The product is currently operational.

Authorized Signatory of

the Client / Customer: _____

Name: _____

Designation: _____

Client / Customer's

Company Name & Seal: _____

Business' Address: _____

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

To be printed on the Company Letter Head

Ref. No:

Date:

To,

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

With respect to Tender no. _____ dated _____ 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) _____

1) At present, our subsidiary company M/s _____ does not have the required turnover of Rs. 2 Crores during the last financial year as stipulated in the AIESL tender no. _____ dated _____ for the reason stated below:

- a) _____
- b) _____

2) 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: _____

Bank Guarantee Format for Security Deposits

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 Deposits 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 14: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.

Sl. No.	Annexure No.	Clause No.	Query / Clarifications

We offer the below stated deviations to the terms and conditions as mentioned in the Technical Requirement Specifications and Technical evaluation sections of this bidding document.

Sl. No.	Annexure No.	Clause No.	Deviations

Signature of the Bidder: _____

Name of the Bidder: _____

Company Name & Seal: _____

Business' Address: _____

Form 15: 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),

2 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.

Sl. No.	Annexure No.	Clause No.	Query / Clarifications

Signature of the Bidder: _____

Name of the Bidder: _____

Company Name & Seal: _____

Business' Address: _____

BIDDING FORMS CHECK-LIST

SN	Bidding Forms	Whether submitted or not (Yes / No)	Page No.
1.	a) Scan copy of physical receipt against EMD. b) Exemption to submit Earnest Money Deposits (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. As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119(E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy		
BIDDER'S ELIGIBILITY CRITERIA			
2.	Registration Status of the Company		
3.	Avg. Annual Turnover of the Company for last three FYs up to 31.3.22.		
4.	Experience of the Bidder in India		
5.	Non-Blacklisting Certificate on Rs.100 non judicial stamp paper.		
6.	Experienced professionals in proposed SAP SoH		
7.	SAP partnership authorization (Gold, Silver or platinum)		
OTHER MANDATORY DOCUMENTS			
8.	Forms and Format as Specified in Section 11.		

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 of the requirements as mentioned in this document. We have submitted all the required documents as given in section 7 and 11: 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.

Place: _____ [Signature of Authorized Signatory of Bidder]
 Date: _____
 Name: _____
 Designation: _____
 Seal: _____

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(to be submitted by Bidders seeking exemption under provisions of MSME)(On Bidder's Letter Head)

To,

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

I / We, the authorized Signatory of M/s , participating in the subject tender No for the item / job of , do hereby declare the following:

1. That I / we have availed the benefit of waiver of EMD under MSME 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 & Designation of Authorized Signatory.....

Bidding Organization Name