

Bid Details:

NAME OF WORK: Supply of Qty - 01 EA, Electrically Operated Baggage Tractor (Capacity - 16 Ton) for AIESL, Grp-A, Old Airport, Kalina, Mumbai.

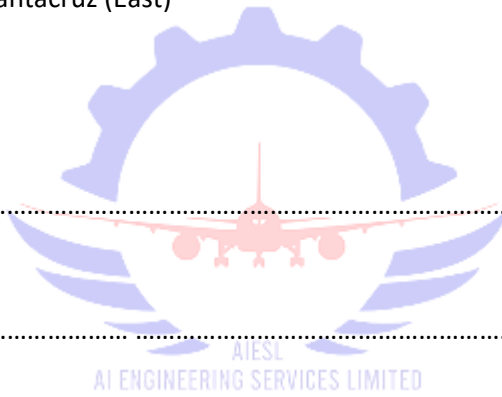
Pl. reply to:

Dy. General Manager- PPMM,
AI Engineering Services Limited
GATE # 2, Hangar#3, Production Planning & Material Management Division
Group-A, Old Airport, Kalina, Santacruz (East)
Email: Naresh.n@aiesl.in

NAME:

ADDRESS.....

.....



DISCLAIMER

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, or no responsibility or liability will be accepted by AI Engineering Services Ltd. (AIESL) or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFQ is not an offer by AI Engineering Services Ltd., but an invitation to potential Service provider/organization for submission of their interest for providing services as mentioned in terms and conditions section of this tender document.

This Tender is not an agreement and is neither an offer by AI Engineering Services Ltd. to the prospective bidder(s) or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and commercial offers pursuant to this Tender.

AI Engineering Services Ltd. to make no representation or warranty and shall have no liability to any person, including any or bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in the tender process.

AI Engineering Services Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any or bidder upon the statements contained in this Tender. Any information/documents including information/documents pertaining to this Tender or subsequently provided to bidder(s) and/or successful bidder and information/ documents relating to the bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation is not subject to disclosure as public information/ documents.

No contractual obligation on behalf of AI Engineering Services Ltd., whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed between duly authorized officers of AI Engineering Services Ltd. and the Bidder.

CAUTION: While every care has been taken to ensure that the contents of this Tender are accurate and up to date till date, the entities are advised to check the precise current provisions of extant law and other applicable instruction from the original sources. In case of any conflict between the provisions stipulated in this Tender and in the original sources. Such as GFR or the prevailing laws, the provisions contained in the extant law and the original instructions shall prevail.

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SECTION I

INVITATION TO TENDER

Sr. No.	Particulars	Detail
1	Scope of the Work	Supply of Qty – 01 EA, Electrically Operated Baggage Tractor (Capacity - 16 Ton) for AIESL, Grp-A, Old Airport, Kalina, Mumbai.
2	Estimated Cost	----
3	Earnest Money Deposit	Rs. 26000/-
4	Security Deposit	5 % of the Contract cost
5	Contract Period	02 (Two) Years Warranty period after commissioning of equipment and 02 (Two) years of Comprehensive Maintenance Contract.
6	Last Date of receipt of Pre-qualification application	As per GeM (Government E-Marketplace)
7	Tender document Fee	NIL
8	Last date, Time and place for receipt of bids	Bids will be accepted through GeM only.
9	Validity of the Offer	Ninety (90) days from the date of submission of Bid.

For Further details, prospective bidders may please contact: -

Naresh Nagdeote, Sr. AGM (PPMM)

Email – Naresh.n@aiesl.in

1.1. AI Engineering Services Limited (here in after referred to as “AIESL”), invites Bids on GeM (Government E- Marketplace) portal (under two bid system) from eligible Bidders meeting the Bid evaluation criteria specified in this Tender.

1.2. The Technical and Price Bid Criteria which the Bidder should satisfy for the purpose of the Tender has been mentioned in Section II and III, here to.

1.3. Tenders shall be valid for a period of 90 days from the date of opening of the tender. Copies of the tender document can be obtained from GeM (Government E-Marketplace) portal.

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1.4. Bidder shall submit all clarifications/ Confirmation through GeM (Government E-Marketplace) only as within the specified time.

1.4.1. Tender shall be filled in English and all erasers and altercations must be duly attested. Overwritten figures are not permitted

1.4.2. AIESL reserve the right to accept the tender in full or part or reject any or all without assigning any reason.

1.5. Bid (Technical and Financial) is to be submitted online through GeM Portal only.

1.5.1. Part – I, Technical bid shall include:

a) Payment details towards EMD.

b) MSME/MII units registered with NSIC under its Single Point Registration scheme/ Public Sector Units/Central / State Government undertakings would be exempted from the submission of EMD.

c) Technical Bid pages should be duly signed and stamped by the bidder.

d) All the mandatory supporting documents asked for in the technical bid.

e) Technical Bid should not contain any details of price bid/commercial bid. If the Price Bid details / Commercial bid details found in technical bid, then your bid will be disqualified and neither the Technical Bid not the Commercial Bid will be considered.

1.5.2. Part- II, Price bid shall include:

a) The price Bid pages should be signed and stamped by the bidder.

b) The price bid offer should be strictly in the in the format provided along with the bid document.

c) Bidder shall initial all corrections; sign all pages of the tender/Bid document and all the enclosures accompanying their bid document before submission.

1.6. Technical Bid for Part-I will be opened first. – Payment of EMD or EMD Exemption certificate shall be ensured. The technical clarifications, if required will be sought by AIESL.

1.7. Price bid part – II of all bidders, who qualify the technical bid, shall be opened on as permitted by GeM portal, if no technical clarifications are required. Else, it will be opened on a later date after technical clarifications have been sought and received.

1.8. Bidder shall submit all clarifications/ Confirmation through GeM only as within the specified time.

1.9. An authorize person, holding power of attorney shall sign tender.

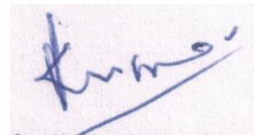
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1.10. Tender shall be filled in English and all erasers and alterations must be duly attested. Overwritten figures are not permitted.

1.11. Earnest Money of successful bidder will be adjusted in security deposit. Earnest money of unsuccessful bidder will be refunded within 30days from date of expiry of the validity of Bids. Earnest money will not bear any interest.

1.12. AIESL reserve the right to accept the tender in full or part or reject any or all without assigning any reason.

For, AI Engineering Services Limited



Mr. Chaitanya Kumar
Dy. GM (PPMM), Group-A
Old Airport, Mumbai



SECTION II

SCOPE & DESCRIPTION OF WORK

1. Scope & Description of Work in brief:

- a) Supply of Qty – 01 EA, Electrically Operated Baggage Tractor (Capacity - 16 Ton) for AIESL, Grp-A, Old Airport, Kalina, Mumbai as per specifications given below:

S/N	Description	Specification
1	Drive	Electric
2	Operator Type	Suspended driver seat and regular passenger seat equipped with safety belts
3	Operator Compartment	With door, Front & Rear wind screen wiper & washer, Rear windscreen protection.
4	Load Capacity	Max. 20 Tonnes
5	Draw Bar Pull	Capacity of 16 Tonnes
6	Wheelbase	Approx. 1450 – 1550 mm
7	Tyres Type	Pneumatic or Solid
8	Wheels,	Front Two Nos. Rear Two Nos.
9	Track width, Front	Approx. - 1100 -1200 mm
10	Track width, Rear	Approx. - 1100 -1200 mm
11	Overall height	Approx. - 1800 -2000 mm
12	Overall length	Approx. - 3000 -33000 mm
13	Overall width	Approx. - 1200 -1500 mm
14	Ground clearance	Approx. - 120 -200 mm
15	Travel speed:	Laden Approx. 10 km/h Unladen Approx. 15 km/h
16	Max Gradeability (Laden / Unladen)	Approx. 3/50 % - 3.5/55%

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17	Service brake foot operated Type	Disc Brakes
18	Parking brake Type	Mechanical
19	Drive motor rating S2 60 min.	Approx. 12 kW – 15 kW
20	Drive control Type	Electric Transmission
21	Flashing Beacon	Amber colour Beacon at Top
22	Horn	Front & Reverse Movement Horns (Buzzer on reverse mode)
23	Mirror	Two Side Mirrors
24	Hitch	Rear Hitch Two levels with Irremovable & Lockable pin
25	Lights	a) Reverse lights b) Rear work light c) Hazard light
26	Fire Extinguisher	One unit of Two kg ABC type with fixtures

- b) Standard Warranty period should be **Two years** after commissioning of equipment with Certificate.
- c) Comprehensive Maintenance Contract (CMC) – AIESL desires to have **Two years** CMC, post completion of standard warranty period of two years.
- d) Bidder must adhere to guidelines of MIAL.
- e) The Baggage Tractor shall be on suitable frame for positioning near the aircraft/s and single operator shall accomplish alignment & dealignment operations, quick engage & disengage of the towing GSEs / Trolley.
- f) The equipment shall be responsible for its design and structural standards by ensuring that it meets or exceeds IATA Airport Handling Manual (AHM) and other relevant standards where applicable for specification outlines for the functional requirement for a Cargo Towing Baggage Tractor – Electric.
- g) Traction motor should have min IP 54 ingress protection rating
- h) Components to be fully enclosed to protect from dust, dirt, water and damage from vibration.
- i) Flashing beacon (amber colour) lights to be fixed at the highest part of the tractor as MIAL guideline.

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j) Battery should be of any reputed make (MUST BE COMPATIBLE WITH MACHINE & BATTERY WITH LOW AH NOT ACCEPTABLE.)

k) Battery Swapping: Must be easy and preferably be on rollers, which is easy to swap with charged Battery. (Lateral Swapping) with Height Adjustable Trolley.

l) Unit to be given anti corrosion treatment prior to painting (please mention such treatment) and to be coated with Epoxy Primer and painted with PU Paint (AKZONOBEL or Equivalent)/ Customer Colour Scheme & Logo can be processed.

m) Baggage Tractor should be provided with a tow hook arrangement at front and rear ends which shall be visible from the driver's seat.

n) Rigid bumpers to be provided at front and rear ends.

o) Baggage Tractor should be Painted chassis by RAL 9016, zebra stickers at bottom of front and rear. Visible and prominently sized AIESL logo shall be painted or printed on both at Port & Starboard side of the Baggage Tractor or at place as advised by Engineering In charge.

p) Copies of Fast-Moving Items, Spare Parts Catalogue, Operator's Manuals, Electrical Circuit Diagram, Maintenance and Overhaul manual of all components to be provided. Two Hard copies & one soft copy to be provided for each supplied unit.

q) AIESL reserves the right to inspect Equipment/ item at any stage before accepting. In case any deviation in quality is found at the time of supply, then the same will be rejected and should be replaced free of cost. Nonadherence of this clause may lead to cancellation of P.O and AIESL reserves the right to withhold the invoice for that shipment

r) Every supply should be accompanied by a Quality Assurance Certificate (QAC) indicating that the goods so supplied are in conformity with the specifications given in the Purchase Order.

SECTION III

SPECIAL CONDITIONS

A) General Terms & Condition: -

1) Terms and Conditions governing the Bid:

AI Engineering Services Limited (herein after referred to as "AIESL"), invites Bids on GeM portal from eligible Bidders meeting the Bid evaluation criteria specified in this Tender, for obtaining the Services as mentioned in Section II.

2) Definitions:

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

- 2.1.** The term 'AIESL', shall mean "AI Engineering Services Limited", a company incorporated under Companies Act 1956.
- 2.2.** The term "Bidder" shall mean the entity who has submitted the Bid through GeM portal for this Tender through its authorized signatory.
- 2.3.** The term "Contract" shall mean the agreement entered between AIESL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- 2.4.** The term "Days" shall mean the working days of AIESL.
- 2.5.** The term "Services" shall mean the services to be provided by the Successful Bidder as mentioned in the Tender.
- 2.6.** The term "Successful Bidder" or the "Service Provider"(SP) shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- 2.7.** The term "L1" means Bidder with lowest quote, and "L2" means Bidder with the second lowest quote.

3) Submission of Bids:

- 3.1.** Bidders must ensure online submission of the Technical Bid and the Price Bid proposals on GeM, clearly mentioning the Tender number and Bid type (Technical Bid or Price Bid). All documents are uploaded on GeM.
- 3.2. PART I:** This shall be named "Technical Bid".
 - 3.2.1.** No Price Bid related information shall be mentioned in the Technical Bid.
- 3.3. PART II:** This shall be named "Price Bid" and shall comprise of Bill of Quantity and Price.

- **Technical Bid:**

The technical bid as per format Annexure- A & Annexure -B in section "IV", must be submitted separately through GeM portal before the last date specified in GeM, along with the requisite proof of submission of EMD / bid security declaration form (duly filled and signed) in place of EMD as the case may be. The bidders must furnish the technical bid along with scanned copies of all attachments/ documents/ information and details sought/require through documentary evidence, duly signed by the authorized signatory of the Bidder(s) with company seal on all the pages of such documentary evidence and Annexure-A & Annexure-B submitted along with Technical Bid, as per the terms of the Tender.

- **Price Bid:**

- i. Price bid should be submitted strictly as per Format of Price Bid Annexure - C in Section "IV", through GeM portal.
- ii. If for some reason, the Bid Due Date/Time or the Bid opening date is declared a holiday, then the Bid Due Date/Time or the Bid opening date will automatically stand extended to the same timings of the next working day. In the event of the receipt of the Bid after the Due Date/Time, the Bid shall be rejected. AIESL reserves the right to reject any Bid in part or full or annul the Tender process without assigning any reasons.
- iii. The prices in the Price Bid must be clearly typed both in words and figures without any error.
- iv. Bidders are advised to study the Tender carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the tender with full understanding of its implications.
- v. The issue of this Tender does not imply that AIESL is bound to select a Bidder. Notwithstanding anything contained in this Tender, AIESL reserves the right to reject any Bid and to annul the Bidding process and/or reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof. If AIESL rejects or annuls all the Bids, it may, at its sole discretion, invite all eligible Bidders to submit fresh Bids hereafter.
- vi. Bidders shall bear their own costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery Fees, expenses associated with any demonstrations or presentations which may be required by AIESL or any other costs incurred in connection with or relating to their Bid. All such costs

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- and expenses will remain with the Bidder and AIESL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this Tender process
- vii. No bidder shall submit more than one Bid against this Tender. In case more than one bid is received only the last submitted bid would be considered. Bids prepared by the Bidders contain all requisite information along with self-attested supporting documents as per details provided in the Technical Bid.
 - viii. The Price Bid of only those Bidders who are found technically suitable during technical evaluation would be opened.
 - ix. If for some reason, the Bid opening or submission date is declared a holiday, then the Bid submission/opening date will automatically stand extended to the same time of the next working day.
 - x. AIESL reserves the right to accept or reject any or all Bids as well as to cancel the Tender, without assigning any reason or without any liability, whatsoever.
 - xi. If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail, and the total shall be corrected.

4) Opening Of Bids:

- 4.1. On the date of opening of Tender only the Technical Bids will be opened. Price Bids of only those Bidder(s) who are qualified after the evaluation of the Technical Bids will be opened.
- 4.2. If in the price quoted in the Price Bid, there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- 4.3. GST Noncompliance: In case the AIESL is not able to claim input GST credit on account of any fault, omission or noncompliance by vendor, The Vendor shall take prompt corrective action to ensure that AIESL is able to claim input GST credit. Till such corrective action is taken the AIESL reserves the right to withhold the payments to the extent of GST credit. However, if the AIESL is not able to claim input GST (in-spite of corrective action taken by vendor), then the AIESL shall reserve the right to permanently withhold payment to the extent of GST and additional interest at the rate of 18% or any other rate prescribed under the GST laws subjected to all undisputed outstanding invoices are cleared.

5. Amendment and Extensions:

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

6. Validity, Prices, Government Duties / Levies etc.

- 6.1. The price quoted by the Bidders shall be valid for a period of 90 (Ninety) days from the date of Technical Bid opening. Any Bid whose validity is less than 90 (Ninety) days shall be summarily rejected.
- 6.2. The service quantum to be available could vary more than or less than 25% from that as indicated in the Tender to accommodate fluctuations in demand during the contract period.
- 6.3. The Bidder must maintain final contractual price during the entire Contract Period.
- 6.4. The price offered/agreed should remain firm till the completion of the Contract and subject to the terms of the Tender/Contract.
- 6.5. No request for increase in prices shall be entertained during the Contract Period, except on account of increase in GST or any other Government levy, if imposed by the Government. Of India or airport operator charges, provided the Successful Bidder submits a proof of payment for such increase to AIESL.
- 6.6. The Bidders should commit to pass on the benefit to AIESL of reduction in statutory taxes, etc., by the Government, during the period of Contract.
- 6.7. During the Contract Period, if for any reason there is a downward revision in the prices, the Successful Bidder shall pass on the benefits of the same to AIESL.

7. Rejection of Bids (Technical Bid & Price Bid):

The Bids are liable to be rejected forthwith without any evaluation on the following grounds:

- 7.1. In case both the Technical Bid & the Price Bid is not received through GeM portal.
- 7.2. Technical Bid and/or the Price Bid has been received after Due Date/ Time of the tender submission.

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- 7.3.** If only the Technical Bid has been received and the Price Bid has not been received, and vice versa.
- 7.4.** If the Bid has been submitted without EMD or without declaration as per the eligibility,
- 7.5.** If any Price Bid or price information is mentioned in the Technical Bid.
- 7.6.** If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or the submitted copies are illegible or the material unexplained and/or Bids not received as per the desired formats & Bidding instructions.
- 7.7.** In case of any variation, in the documents / data submitted by the Bidder in support of the Technical Bid and in comparison, with the original documents during technical evaluation, the Bids of such Bidder would be out-rightly rejected / disqualified during technical evaluation of Tender and EMD would be forfeited.
- 7.8.** If the price indicated in the Price Bid is Conditional.
- 7.9.** If the Price Bid is not submitted in the format as described in Annexure C Section 'IV', in the Tender.
- 7.10.** In case the Bidder being an MSE unit as specified at Clause 11 of Section 'III', fails to submit a copy of the relevant MSE certificate and the required Bid Security Declaration Form along with the technical bid.
- 7.11.** If the Bid has been received without the undertaking of acceptance of all terms & conditions.
- 7.12.** The above list is only illustrative and there can be other relevant grounds of rejection of Bids.

(If scanned copies of tender documents duly signed & stamped, towards acceptance of all terms & conditions of tender, are not attached).

- 7.13.** Technical Bid and Price Bid should be uploaded separately on the GeM portal.

8. AIESL's Rights & Discretions

In its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- 8.1.** Suspend and/or cancel the Bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms and conditions relating there to.
- 8.2.** Consult with any Bidder to receive clarification or further information.

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- 8.3.** Retain any information and/or evidence submitted to the AIESL by, on behalf of, and/or in relation to any bidder; and/ or independently verify, disqualify, reject and/or accept all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 8.4.** It shall be deemed that by submitting the Bid, the Bidder agrees and releases the AIESL, its employees, agents and advisers, from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

9. Modification of Bids:

- 9.1.** The Bidder(s) can modify or withdraw their Bid(s) within the validity period in GeM portal as per the norms.
- 9.2.** In case of withdrawal of the Bid, the Bidder is required to withdraw as per procedure of GeM.
- 9.3.** No Bid shall be modified after the Due Date/Time for submission of Bids.
- 9.4.** Withdrawal/modification of Bid, during the time mentioned above, shall result in the forfeiture of the EMD submitted by the Bidder and penal action as per bid security declaration from bidders in lieu of EMD.

10. Earnest Money Deposit (EMD):

- 10.1.** EMD amount is Rs. **26,000/-** (Twenty Six Thousand Only)
- 10.2.** Bidders should make online payment of Rs: **26,000/-** (Twenty Six Thousand only) towards EMD through NEFT/ RTGS/ UPI in below Bank:
- Banker Name: HDFC Bank Limited
- Account no.: 00600310007523
- IFSC Code: HDFC0000060
- 10.3.** The Bidder should mention the Tender number along with his full name and address in the remarks of EMD.
- 10.4.** If the Bidder is a MSE unit and claims exemption from submission of EMD as per Page No:16-17, in such an event the Bidder must submit a copy of the relevant MSE certificate at the address mentioned in the tender along with the submission of the Technical Bid, for their Bid to be considered as per the Tender.
- 10.5.** EMD in any other mode other than what is specified above will not be accepted.
- 10.6.** EMD will not carry any interest.

10.7. EMD of unsuccessful Bidders will be refunded without any interest within 30 days of award of the contract in favour of the successful bidder.

10.8. EMD of the Successful Bidder will be adjusted in Security Deposit amount, after receipt of difference amount of Security deposit against the Contract in the form of a Bank guarantee or DD as Security Deposit against the Contract.

10.9. EMD of a Bidder will be forfeited if the Bidder withdraws or amends its Bid after the due date, impairs or derogates from the Tender in any respect, or declines to accept or honour the Contract if awarded in his favour within the Bid validity period. If the Successful Bidder fails to furnish Security Deposit within the specified period, its EMD is liable to be forfeited.

10.10. AIESL reserves the right to reject / not consider the Bid if it has been received without EMD or proof of submission/details thereof or the EMD has been submitted in a mode other than as specified above, or a valid proof of exemption from submission of EMD has not been provided.

11. Exemption/ Preference to MSE units:

11.1. As per Public Procurement Policy for Micro and Small Enterprises (MSEs) preference will be provided to MSEs as per the prevailing policy as formulated by Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSEs must be registered with any of the following to avail the benefits / preference available vide Public Procurement Policy MSEs Order,2012-

- ❖ District Industries Centres (DIC)
- ❖ Khadi and Village Industries Commission (KVIC)
- ❖ Khadi and Village Industries Board
- ❖ Coir Board
- ❖ National Small Industries Corporation (NSIC)
- ❖ Directorate of Handicraft and Handloom
- ❖ Any other body specified by Ministry of MSME.
- ❖ Udyog Aadhaar

11.2. MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the tendered item along with their bid.

11.3. The MSEs registered with District Industries Centres must submit the **acknowledgement of Entrepreneur Memorandum (EM) Part-II** along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.

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- 11.4. The Micro and Small Enterprises not registered for the trade/item for which this tender is relevant, would not be eligible for exemption / preference.
- 11.5. The registration certificate issued from any one of the above agencies must be valid as on close date of the tender.
- 11.6. The MSEs, who have applied for registration or renewal of registration with any of the above agencies/ bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
- 11.7. Exemption from submission of EMD.
- 11.8. Security Deposit- The Successful Bidder (MSME/Non MSME) will be required to submit the security deposit as applicable on the Contract value. However, in case of MSE Bidders, the Security deposit/Bank Guarantee can be submitted on yearly basis renewable every year.
- 11.9. **Price Preference:** The MSEs registered with above mentioned agencies/bodies for the tendered service and quoting price within price band of L1+15% (fifteen percent) shall also be allowed to supply a portion of requirement by bringing down their price to the price quoted by L1 in a situation where the price quoted by the L1 Bidder (the "L1 Price") is from other than an MSE and such MSE shall be allowed to supply up to 20 % (twenty per cent) of total Tendered value/service. In case of more than one such MSMEs are in the price band of L1 + 15% and matches the L1 Price, the 20% value shall be shared proportionately.
- 11.10. Preference for MSEs owned by Scheduled Castes or Scheduled Tribes (the "SC/ST MSE") – With in above given 20% (Twenty Percent) quantity, a purchase preference of four per cent (that is, 20 (twenty) per cent out of 20 (twenty) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs, if they participate in the Tender process and match the L1 price. Provided that, in event of failure of such SC/ST MSE to participate in Tender process or meet tender requirements and L1 Price, the four percent of the Tender services/value reserved for SC/ST MSE shall be met from other MSEs.

MSEs would be treated as owned by SC/ ST entrepreneurs if they full fill the following:

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

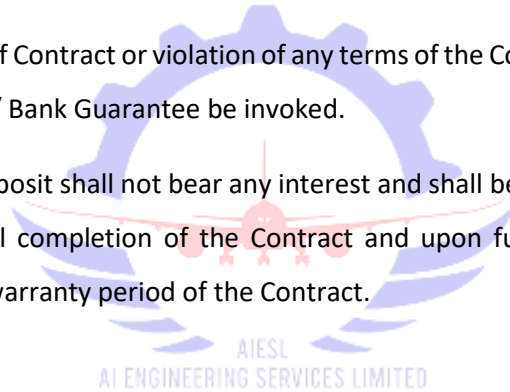
- ❖ Where any aggregator has been appointed by the Ministry of MSME, themselves to Bid on behalf of some MSE units, such Bids will be considered as Bids from MSE units, and all such facilities would be extended to these also.
- ❖ An MSE Unit will not get any purchase preference over another MSE Unit. MSEs will also be entitled to the payment terms of 45 days credit.

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

12. Security Deposit / Performance Guarantee:

- 12.1.** The bidder who qualifies for award of Contract will have to deposit with AI Engineering services Limited 5% (Five percent) of the total value of the Contract towards interest free Security deposit, within 2 weeks of receipt of the Contract and or before commencement of work. The Security Deposit is to be paid by way of Account Payee Demand Draft, Banker's Cheque, Bank Guarantee (BG) issued from any commercial bank, Fixed Deposit Receipt from any Commercial bank, in favour of 'AI Engineering Services Limited' (AIESL), payable at Mumbai.
- 12.2.** In case of submission of Security Deposit by Bank Guarantee, it may please be noted that the original BG must be forwarded by the Bank directly to AIESL through registered AD (Acknowledgement) as per the detailed procedure which will be advised to the Successful Bidder. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the successful bidder.
- 12.3.** Security Deposit if provided by way of Bank Guarantee shall be furnished on non-judicial stamp paper of appropriate value and in the prescribed format.
- 12.4.** The Security Deposit / Bank Guarantee will be refunded / returned without interest at end of warranty period against the Contract after adjusting for damages, if any, that may be imposed under the terms of the Contract.

- 12.5.** Validity of the SD / BG would be till 80 days after the scheduled completion of all obligations under the Purchase Order / Contract/ end of warranty period.
- 12.6.** Security Deposit (SD) is mandatory for the successful MSE Units also.
- 12.7.** In case of MSE Bidder, the Security Deposit can be deposited on yearly basis, renewable every year.
- 12.8.** In case, Security Deposit is not deposited as per the terms of the Tender and the Contract, before the commencement of the Services, the bills presented by the Successful Bidder shall not be processed for payment till the time the Security Deposit is deposited by the Successful Bidder. In the event the Security Deposit is not deposited by the Successful Bidder within 45 days from the date of award of the Contract, AIESL reserves the right to terminate the Contract and re-issue a fresh tender for providing the Services under the Contract at the sole risk and cost of the Service Provider.
- 12.9.** In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / Bank Guarantee be invoked.
- 12.10.** Such Security Deposit shall not bear any interest and shall be refunded without interest only on successful completion of the Contract and upon fulfilment of all Contractual obligations after warranty period of the Contract.



13. Evaluation Process

13.1. Evaluation Process for Technical Bids (Stage 1)

- 13.1.1.** The Technical Bids would be first evaluated for compliance. During the evaluation, 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.
- 13.1.2.** 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.
- 13.1.3.** The Bidders who qualify as per the Technical Bid evaluation criteria as mentioned under Section B, C and D, and other requirements of the Tender would be considered for next stage of Tender process, and they would be duly intimated by email.

13.1.4. AIESL authorities may visit the vendor premises or conduct video call with the bidders to understand their work place, office upkeep and to verify the records.

13.2. Evaluation Process for Price Bid (Stage 2):

13.2.1. The Price Bids of only those Bidders who qualify under the Criteria as specified in various sections and comply with the other Tender requirements would be opened. The date and time of opening of the Price Bids would be intimated in advance to the Bidders who get qualified in the Technical Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.

13.2.1. Price Bids should be submitted strictly as per the format given in Section 'D' in the tender hereto. The detailed procedure / method of quoting and criteria for evaluation of the Price Bids has been provided in Section.

14. Subcontracting:

14.1. The successful bidder shall not sub-contract the work or any part thereof, to any other person, concern, firm or company. Sub-contracting will result in termination of the contract with immediate effect without any liability on "AIESL" and also without prejudice to any other rights which "AIESL" may have against the Bidder under the Contract. The Service provider shall not transfer or assign or sub-let any part of the service or any share of interest in any manner or degree, directly or indirectly, to any third party whatsoever.

AI ENGINEERING SERVICES LIMITED

15. Penalty Clause:

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

15.2. Penalty for substandard/defective quality/short supply: At the time of delivery/ acceptance of the items/goods if it is found that the items/goods so delivered are not as per the specifications given in the contract/purchase order then AIESL reserves the right

standard penalty for delayed supply @ 0.5% per week or part thereof, subject to maximum of 10% would be applicable from the original delivery schedule.

15.3. However, in case of exigencies where such items are required to be accepted in spite of deviations from the specifications of contract/PO, then depending on the extent and nature of the deviations, such consignments may be accepted at the sole discretion of AIESL, by imposing an appropriate penalty subject to maximum of 15% of the invoice value of the lot.

15.4. In case of any complaints on the quality issue at the time of use of the items/goods by AIESL, or any other stack holder of AIESL after acceptance of the delivery, then depending on the nature and the extend of the deficiency, AIESL reserve the right to impose an appropriate penalty on the total value of the lot supplied, subject to maximum of 15% on the invoice of the consignment/Lot.

15.5. In the event, supplies are found to be continuously deviated from the specification etc., AIESL reserve the right at it is sole discretion to cancel the contract/Purchase order, and to withhold payments for such supplies that have not been accepted.

15.6. During work execution, damages caused to AIESL property due to service provider, cost of restoring will be fully borne by the service provider.

15.7. During work execution, any obstruction to the regular functioning at AIESL premises caused by vehicles/ items of vendor, penalty of Rs. 5000 per day will be charged.

16. Award of Contract/Agreement, Acceptance, Commencement / Execution:

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

16.1. The Successful Bidder must convey acceptance of Letter of Intent (LOI) within 7 days of receipt of the same and provide their bank details with a cancelled cheque.

16.2. The Successful Bidder must commence the Services within 20 days after Acceptance of
LOI.

16.3. The Successful Bidder shall execute the Contract within 60 days of acceptance of LOI. The cost towards the preparation, negotiation and execution of the Contract shall be borne by the Successful Bidder.

16.4. Please note that this is a service contract and not a manpower contract and the SP will be solely responsible for payment of wages, compliance of applicable labour laws, payment of employee related statutory dues, settlement of disputes with their employees etc. with respect to the employees/service personnel deployed by the SP.

17. Fraudulent Practices:

AIESL requires that Bidders observe the highest standard of ethics during the Bidding process and execution of contracts. In pursuance of this, AIESL defines, for the purposes of this provision, the terms set forth as follows:

17.1. “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.

17.2. “Fraudulent practice” means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the 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 benefits of free and open competition.

17.3. If a bidder is found indulging in corrupt/fraudulent practices, AIESL:

- 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 stated period if it 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. Bid Security Declaration will be applicable, or Security deposit shall be forfeited, as the case may be in addition the above-mentioned remedies which AIESL shall have.

18. Contract management

Purchase order will be released through GeM.

19. Errant Bidders:

In case after Price Bid opening, the L1 Bidder is not awarded the Tender for reason solely attributable to such L1 Bidder, for reasons as mentioned in this Tender, thereof leading

to retendering, AIESL shall apply clause 9 of the Declarations submitted by such Bidder and such Bidders shall be debarred for a period up to 01(one) year from participation in the next tender for the subject services as well as against any tender enquiry for any service sought by AIESL and its sister concerns at all locations. AIESL further reserves the right to blacklist the Bidder for a period up to 3 (three) years.

20. Zero Deviation:

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

21. Submission of Invoice:

Original invoice along with commissioning certificate duly certified by end user for satisfactory performance to be submitted to PPMM Group A, Mumbai for payment purpose as given in the Purchase Order. The invoice shall be submitted to:

**Dy. General Manager- PPMM,
AI Engineering Services Limited
GATE # 2, Hangar#3, Production Planning & Material Management Division
Group-A, Old Airport, Kalina, Santacruz (East)
Email: naresh.n@aiesl.in**

22. Payment Terms:

22.1. Payment will be made **within 45 days** from the date of receipt of the item, completion of installation and commissioning (or) original invoice, whichever is later. However, if a Successful Bidder is a **MSME Unit**, then the payment will be made within **30 days** from the date of receipt of the item, completion of installation and commissioning (or) original invoice for payment, whichever is later as per the laid down govt. guidelines for MSME bidders.

22.2. Payment will be made through ECS mode.

22.3. However, in case of unforeseen delay in settlement of payments shall not be accepted as valid ground for SP to delay clearance of consignments and/or make any advance payment to SP. It is clearly and specifically understood that storage charges incurred on account of delay in clearance of consignments on the pretext of delay in payment of bills by AIESL, will have to be borne by SP. The invoices should be submitted as per agreed

tender terms & conditions clearly with the breakup along with the supporting documents, failing which may result in delays for payment process until the SP submits the clear and relevant supporting documents.

22.4. 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., NEFT etc.

22.5. TDS shall be deducted by AIESL from the payments, as per the applicable laws.

23. Fall in Price Clause:

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

24. Indemnification:

24.1. 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 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 Service Provider, without prejudice to the other rights available to AIESL under any applicable law.

24.2. 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 labour laws governing the employees of the Successful Bidder.

24.3. The Successful Bidder shall be responsible for any destruction/theft or damage to property and/or illness, injury, including death that may be suffered by its own employees, contractors, or other representatives for whom it is in law responsible.

25. Confidentiality:

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

26. Termination:

The Contract may be terminated in the following circumstances:

- 26.1.** The Contract shall expire upon the expiry of the Contract Period i.e., 5 (Five) years from the date of execution of the Contract unless renewed or Warranty period whichever is higher.
- 26.2.** In case of unsatisfactory performance or breach of any of the clauses of the contract, AIESL shall issue a notice of 30 days to the Service Provider to rectify the breach and improve the Performance failing which AIESL shall be at liberty to terminate this Contract by providing 30 days written notice to the Service Provider. In such case, the Service Provider shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account.
- 26.3.** In the event of breach of confidentiality, the Contract can be terminated by AIESL with a notice period of 1 (one) month.
- 26.4.** Either Party may terminate the Contract, in the event the Force Majeure Event subsists for a period of more than 90 days.
- 26.5.** The Parties shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the Contract till the termination.

27. Exit / Termination of contract:

- 27.1.** The PO / contract should include a termination clause as below:
- 27.2.** In case of unsatisfactory performance or breach of any of the clauses of this contract, AIESL would issue a notice of 30 days to the party to rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate this agreement by providing 30 days written notice to the party. The party shall not have any right to dispute or question the judgment of AIESL of unsatisfactory performance of the party.

27.3. Notwithstanding the above, AIESL shall also be at liberty to terminate this agreement for any reason including change in situation/circumstances, etc. by providing to the party 90 days written notice. The party shall also be at liberty to terminate this contract by providing to AIESL 90 days written notice. In such an event, the terminated party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.

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

28. Claims for Damages & Delay:

28.1. AIESL shall promptly notify the Service Provider of any claims /deficiency on the part of the Service Provider arising under / out of the Contract.

28.2. In case the Service Provider, having been notified by AIESL, fails to take remedial action within the stipulated time as advised, AIESL may take a remedial action without any further notice, at the Service Provider's sole risk and cost. AIESL shall also levy damages /terminate the Contract without prejudice to any other rights which AIESL may have under the Contract or under any applicable laws.

28.3. The penalty for delay delivery and installation will be charged from defaulting bidder at the rate of 1.5 per week and a maximum of 15 % of the value, which would be recovered from the invoice/ security deposit/ performance Guarantee or form of amount from the vender.

28.4. In the event of continuous delay, AIESL reserve the right to cancel the purchase/ work order .

28.5. The major deviation in the specifications and compromise on quality would be dealt with separately including recovery of differential for the deviation besides the 15% penalty will be charged from vender.

28.6. In the event of Non-compliance with the tender condition, the AIESL shall be at liberty to take such additional cost as may be incurred by the supplier in replenishing it with supplies from other sources will be borne by the supplier himself. on doing so, the items/equipment's rejected will have to be taken back by the supplier at their own risk and cost.

29. Warranty (Non-Compliance on Warranty terms will lead to disqualification):

- 29.1. Warranty of Two years from the date of commissioning against all materials/ workmanship defects for the unit as well as for the bought-out items and provide spare parts and maintenance services for 5 years.
- 29.2. For any warranty related issue, the Tenderer should respond within 24 Hours. Any unserviceable Equipment beyond 20 days, in a year due to Bidders response shall attract a penalty of 0.5% per week of submitted SD/PBG. Depleted amount with regard to SD/PBG need to be topped up with in fifteen days by the tenderer.
- 29.3. Notwithstanding the fact that the buyer or its quality assurance officer may have inspected and/or approved/accepted the said goods. It is further guaranteed that if during the said guarantee/ warranty period, the goods be discovered not to confirm to the requisite description and quality and/or not giving satisfactory performance or have deteriorated and the decision of buyer in that behalf shall be final and binding on the service provider/seller and the buyer shall be entitled to call upon to seller to rectify and/or replace the goods or such portion thereof as is found to be defective by the buyer within 07 days. Otherwise, the seller shall pay to the buyer such compensation that may arise by reason of the warranty therein contained.
- 29.4. Bidder should confirm **acceptance of Comprehensive Maintenance Contract (CMC) Two years after completion of Two-year warranty terms.** The rate for CMC should be given in the Price Bid format Annexure C section IV.
- 29.5. Standard two years Warranty should include free servicing and comprehensive parts coverage including FOC supply of consumables / spares like oils, grease, filters and coolants, at premises where the equipment is positioned.
- 29.6. Comprehensive Maintenance Contract (CMC)– AIESL desires to have CMC for 02 (Two) years, post completion of standard warranty period of Two year.
- 29.7. Comprehensive Maintenance Contract (CMC) should cover the servicing cost, maintenance cost and the materials cost of all spares and consumables including Oil & Filters.

30. Force Majeure:

- 30.1. Neither the Service Provider nor AIESL (collectively “Parties” and individually “Party”) shall be in breach of any obligation under the Contract if it is unable to perform that obligation in whole or part by reason of occurrence of Force Majeure Event.
- 30.2. Conditions beyond control of either party like war, hostility, acts of public enemy, civil

commotion,

sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM). The affected Party shall give immediate notice in writing of occurrence of a Force Majeure Events 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).

30.3. 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.

30.4. 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.

30.5. 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.

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

31. Liquidated Damage:

If the seller/service provide fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the buyer will be entitled to deduct/recover the Liquidated Damage for the delay, unless cover under Force Majeure condition mentioned aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damage not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever.

32. Resolution of Disputes and Arbitration:

32.1. Any dispute arising between the Service Provider and AIESL (Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the Contract or the validity or breach thereof (the "Dispute"), shall first be settled by mutual consultation between the authorized representatives of the Parties. If the Dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has, the same shall be settled and finally resolved by arbitration.

32.2. 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.

32.3. The arbitration award passed under the arbitration shall be final and binding on the Parties.

32.4. The proceedings of the Arbitration shall be conducted in English language and place of arbitration shall be Maharashtra.

32.5. Each Party shall bear their own cost with respect to such arbitration.

33. Delivery Terms Condition (DTC):

33.1. Delivery terms & conditions: Final Delivery of item should be at Door-to-Door, DTD herein referred as delivery at-

Production Planning & Material Management Division

GATE # 2, Hangar#3, AI Engineering Services Limited

Group-A, Old Airport, Kalina, Santacruz (East), Maharashtra, 400098, India

33.2. Receipt Address: Production Planning & Material Management Division, GATE # 2, Hangar#3, AI Engineering Services Limited, Group-A, Old Airport, Kalina, Santacruz (East), Maharashtra, 400098, India. Price Bid rate should be for door-to-door address.

33.3. Delivery Schedule: Lead time for delivery of the unit is 30 to 45 days from awarding Purchase Order at AIESL Mumbai.

Note: Penalty of 0.5% of the PO value per week to a maximum of 10% of the PO value will be levied for non-delivery/non receipt of the unit within the stipulated time period as mentioned in point

no. 33.3.

33.4. Local Customer Support: Bidders must provide local customer support for any operational issue/ fault occurring in the unit during the warranty/extended CMC. Provided service representative details to be contacted in case of fault/failure of the unit.

Name:

Office Address:

State:

Country:

Telephone no:

Service Workshop Address:

State:

Country:

Telephone no:

33.5. Delivery within 30 to 45 days from Purchase Order. AIESL can levy penalty charges in case delay hampers production and company revenues.

34. Notices:

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

35. Interpretation:

In the event of any difference in the interpretation of any of the clauses of the contract, the clarification given by AIESL, Mumbai shall be final and binding.

36. Expenses:

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

37. Severability:

If any clause, section, or provision of this Contract is found to be invalid, illegal, or unenforceable, by the provisions of the applicable law, such invalidity, illegality, or unenforceability shall not render the remaining clauses, sections, or provisions hereof invalid, illegal, or unenforceable. In such a case, the Parties shall amend this Contract as appropriate, seeking to achieve the minimum extent necessary to make this Contract, legal valid and enforceable.

38. Amendment:

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

39. Governing Law:

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

40. Jurisdiction:

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

41. Other Terms & Conditions:

It is further clarified that any Bidder signing the Bid and other documents in connection with the Tender must certify whether he signs as:

41.1. A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.

41.2. A partner of the firm if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender should be signed by all the Partners. Constituted attorney of the firm if it is a Company.

41.3. Authorized signatory of the firm Issue / submission of Bid form does not necessarily mean that the Bidder is an eligible Bidder.

41.4. Bidder is advised to quote strictly as per terms and conditions of the Tender and not to stipulate any deviation / exceptions.

41.5. Our Tender closes on the Due Date/ Time specified in Tender. Bidders must submit their Bids well in time before the scheduled close date and time of the Tender to avoid any last-minute glitches such as postal or courier problems or for any other reasons.

41.6. AIESL will not entertain last moment request for extension of Due Date/ Time and reserves the right to accept or reject such request for extension at its sole discretion.

41.7. The Due Date/Time of Tender may be extended at any time prior to the date of closing of Tender. The closing date of submission of Bids may be extended at any time including after the scheduled date of closing, at the sole discretion of AIESL.

41.8. AIESL reserves the right to close the Tender / reject any /all Bids at any stage of Tender at its sole discretion, without any additional cost to AIESL.

- 41.9.** AIESL reserves the right not to consider the Bid of any Bidder, blacklist the Bidder for a period up to 3 years, if it is determined / noticed at any stage during the Tender process or after Contract Period that the Bidder has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive practice to Bid /obtain the Contract. This will also have an impact on other Contracts / POs, the Bidder may have with AIESL where to AIESL reserves the right to take appropriate actions as deemed fit, in AIESL sole discretion.
- 41.10.** AIESL reserves the right to reject/not consider at its sole prerogative the Bids of such Bidders who have been involved in any litigation with AIESL in the last 5 years / ongoing litigation or arbitration with AIESL or have been blacklisted/ debarred by any PSU, Govt. bodies.
- 41.11.** Bidders are required to declare if they have any ongoing legal disputes with any government agencies such as Income Tax etc. In the event of any Suppression/ Misrepresentation of such facts AIESL reserves the right, at its sole discretion, to take appropriate action as deemed fit including but not limited to disqualification of the Bidder and termination of the Contract
- 41.12.** Any clarifications sought by AIESL with respect to the Bids submitted by the Bidders will be considered as a part of the Bid and AIESL reserves the right to seek clarifications at any stage of the Tendering process.
- 41.13.** If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- 41.14.** All relevant documents required related to the Services to be provided under this Tender are to be submitted by the Bidders at their own cost.
- 41.15.** Bids should be unconditional. Conditional Bids would not be accepted and are liable to be rejected.
- 41.16.** The terms of the Tender and the Contract are CONFIDENTIAL, and anything contained in the tender shall not be disclosed by the Bidders to any third party in any manner, whatsoever.
- 41.17.** Bidder shall give the official mailing address, email, and phone numbers to which all correspondences shall be sent by AIESL. Also, in the event the address of the Bidder is changed, the same shall be intimated to AIESL immediately by the Bidder.
- 41.18.** AIESL reserves the right to annul the Tender process and reject any or all the Bids at any time prior to the award of Contract without incurring any liability to the Bidder(s) or without any obligation to inform the Bidder(s) of the grounds of such annulment/rejection. AIESL further reserves the right to add/delete/modify any one or more of the terms and conditions contained in the Tender or any of the agreements proposed to be entered into by AIESL with the Successful Bidder.

41.19. The near Relatives of employees of AIESL office who is likely to benefit the Bidder during the award/implementation of Contract are prohibited from participation in this Tender. Near relatives are defined as:

- a. Members of Hindu undivided family.
- b. Their husband or wife
- c. Relatives in the manner as father, mother, son(s), son's wife, daughter(s), Daughter's husband, brothers, brother's wife, sister, and sister's husband

41.20. The Bidder should quote the figures as well as in words the rates and amount in figures only as per the Price Bid format given in Section IV. The language for filling Tender documents shall be in English.

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

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

41.22. All rates shall be quoted on the proper form (i.e., the Price Bid format) of the Tender alone.

Special care should be taken to write the rates in figures as well as in words and the amounts in figures only. The total amounts should be written in figures only. In case of figures, the words Rs. or the rupee symbol should be written before the figures of rupees and words paise after the decimal figures, e.g., Rs.2.15p and in case of words, the word Rupees shall precede and the word "Paise" shall be written closely following the amount and it shall not be written in the next line.

42. Participation of the bidders during opening of Bids:

The Technical Bids shall be opened on GeM at the below mentioned address:

Dy. General Manager- PPMM,

AI Engineering Services Limited

GATE # 2, Hangar#3, Production Planning & Material Management Division

Group-A, Old Airport, Kalina, Santacruz (East)

The Bidder(s) shall be permitted to witness the opening of the Technical Bid with an authorization letter on the Bidder's letter head duly signed and stamped by their authorized signatory for presenting at the time of opening of the Tender at the above address, time, and date.

43. Amendments/ Clarifications:

Amendments, corrigendum, clarifications if any, and any extensions of the due date of opening of the Bids, as per the requirements of AIESL, will be intimated by hosting the notice on AIESL's website only.

44. Service Provider Condition:

- 44.1.** The accident /incident liability during the course of work is the sole responsibility of Service Provider, and insurance of the personnel will be under the purview of the SP alone
- 44.2.** The Service Provider should ensure the safe disposal of the debris and scrap / garbage generated during the execution of said work away from the premises.

45. Note:

- 45.1.** The Bidder may modify or withdraw their Bid after the Bid submission but prior to the date/time of opening of Bids subject to SOP for such activities in GeM, Last modified Bid by the Bidder shall be treated as the final Bid.
- 45.2.** No Bid shall be modified/withdrawn after the date/time of opening of Bids. Withdrawal of a Bid after the date/time of opening of Bids shall result in application of Bid Security Declaration penalty action and forbidden of duly submitted EMD.
- 45.3.** Bids of the Bidders who have sent such withdrawal notice in writing shall be returned on the day of opening of the Bids in a Sealed condition with note of acknowledgement to that effect from such Bidders.
- 45.4.** All the pages of the Bid must be mandatorily signed and stamped by the authorized signatory and enclosed along with the supporting documents as required in the Technical Bid.
- 45.5.** All documents in support of the Bid must be submitted in accordance with the checklist as per Annexure G in Section "IV" of the Tender.
- 45.6.** The Bidders can download the Tender free of cost from GeM portal.

SECTION IV
Annexures
Technical Bid Format - Annexure A

Sl.	Qualifying Criteria	Yes	No
1	Whether registered with the Registrar of Companies/Registrar of Firms in India. If so, mention number and date and enclose Registration Certificate copy		
2	<p>Turnover: Minimum Turnover of Rs 8,00,000 per annum (Eight Lakh per annum) relating to the business during the last 3 year i.e. 2021-22, 2022-23, 2023-24 financial years.</p> <p>Turnover for 2021-22: _____</p> <p>Turnover for 2022-23: _____</p> <p>Turnover for 2023-24: _____</p>		
3	<p>Experience:</p> <p>As on date of submission of the tender, the bidder must have previous 03 (Three) years of experience of supply of similar type of equipment & services to reputed organization</p> <p>Details</p> <p>Copy of document to be submitted (completion certificate with finalue)</p>		
4	<p>Not Blacklisted / Debarred</p> <p>As on date of submission of the tender, is your company blacklisted /debarred from participat new tenders by any Govt. /Govt. Agency / AIESL or their sister / subsidiary companies.</p>		
5	<p>Enclosed EMD</p> <p>Transaction ID:</p> <p>Bank:</p>		
6	# If EMD is NOT enclosed, have you attached Supporting documents for Exemption?		
7	PAN/ GIR NO. with details		
8	GST Registration No. with details		
9	Agreeing for the payment Term of 45 Days		
10	Exemption for MSME shall be applicable on submission of MSME certificate (must)		

AIESL/Tender/WR/24-25/008

Date:

Place:

Signature:

Name:

Designation:

Company Name & Seal:

I/We have read and examined the Notice Inviting Tender, Annexures, Specifications Applicable, General Rules and Instructions, General Conditions of Contract, and all other documents referred to in the conditions of contract and all other contents in the tender document for the work and accept the terms and conditions of the tender in full conformity.

Date:

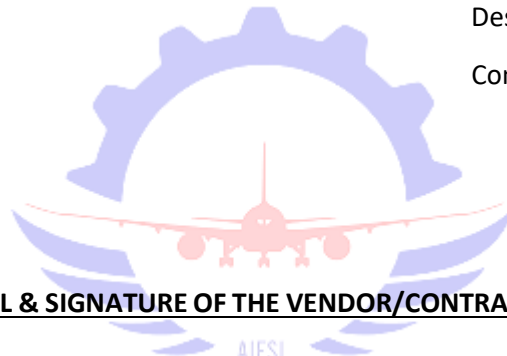
Place:

Signature:

Name:

Designation:

Company Name & Seal



SEAL & SIGNATURE OF THE VENDOR/CONTRACTOR

AIESL
AI ENGINEERING SERVICES LIMITED

Technical Specification Format - Annexure B

S/N	Description	UOM	Specification (To be filled by Bidder)
1	Model	No.	
2	Drive	type	
3	Operator Cabin Compartment	type	
4	Load Capacity	Ton	
5	Draw Bar Pull Capacity	Ton	
6	Wheelbase	mm	
7	Battery Details with Make	Make	
8	Service weight incl. battery (approx.)	Kg	
9	Battery weight (approx.)	Kg	
10	Tyres	Type	
11	Tyre size, front	Mm	
12	Tyre size, rear	Mm	
13	Wheels, front / rear	nos.	
14	Track width, front	mm	
15	Track width, rear	mm	
16	Overall height	mm	
17	Overall length	mm	
18	Overall width	mm	
19	Ground clearance	mm	
20	Turning radius	mm	
21	Platform size	mm X mm	

22	Travel speed:	Km / hr	
23	Gradient performance: (Laden / Unladen)	%	
24	Service brake foot operated	type	
25	Parking brake	type	
26	Drive motor rating S2 60 min.	Kw	
27	Drive Control	Type	
28	Battery voltage, nominal	V / Ah	
29	Battery charger (3 Phase- Automatic)	V / A	
30	Sound level	Db (A)	
31	Flashing Beacon	Complied / Not Complied	
32	Horn	Complied / Not Complied	
33	Mirror	Complied / Not Complied	
34	Hitch	Complied / Not Complied	
35	Lights	Complied / Not Complied	
36	Fire Extinguisher	Complied / Not Complied	

Price Bid Format - Annexure C

Electric Baggage Tractor (Brand/Make)	
I Item Description	
II State of Origin	
III Quantity	01
IV Unit price, Ex-factory (excluding Taxes)	
V Taxes per unit	
VI Total (IV+V)	
VII Inland Transportation & other local costs for all Equipment incidental to delivery including offloading at GROUP A, AIESL OAP BOM, MUMBAI	
VIII Any other incidental charges (specify)	
IX Insurance for Equipment up to GROUP A, AIESL OAP BOM, MUMBAI	
X Sales and other taxes/levies payable (as per commissioning region)	
XI All Inclusive Unit Price (VI+ VII+VIII+IX +X)	
Total Price (In words)	

Total amount in words Rs.....

I/We hereby declare that I/We have read and understood all terms and conditions of the tender and hereby confirm the rate quoted is firm till the fulfilment of PO liabilities.

Rates for Comprehensive Maintenance Contract (CMC) for Electric Baggage Tractor 16 Tonne

Sr.No	RATES FOR EXTENDED CMC POST WARRANTY	To be quoted in INR
i.	FOR 1 st YEAR (EXCLUDING TWO YEAR WARRANTY PERIOD)	
ii.	FOR 2 nd YEAR (EXCLUDING FIRST YEAR CMC PERIOD)	
iii.	TOTAL: (i + ii)	
iv.	IN WORDS:	

Date:

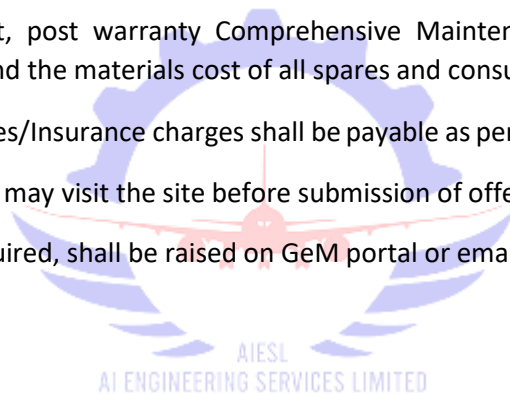
Place:

Name, Signature, Address and Seal of the Bidder Mob:

Email:

Note:

- Rate quoted by local (Indian Bidders) should be INR only.
 - Rates should include all taxes payable to authorities.
 - In case of discrepancy between unit price and total price, the unit price shall prevail.
 - In case of discrepancy between figures and words, the price in words shall prevail.
 - The Bidder must submit documentary proof in support of each of the above conditions along with the techno commercial bid Part-I. Offer by the bidders who fail to submit the supporting documents or fail to qualify as per qualifying criteria will not be considered. Work executed certificate from its client/ contractor to be submitted as proof in support of clause no. (3) as above.
 - Award decision for L1: **Dy. General Manager- PPMM, AI Engineering Services Limited GATE # 2, Hangar#3, Production Planning & Material Management Division, Group-A, Old Airport, Kalina, Santacruz (East)** (Including handling, packaging, freight and any other charges + Standard two years warranty cost, post warranty Comprehensive Maintenance Contract (CMC) will include both maintenance cost and the materials cost of all spares and consumables including Oil, Grease & Filters)
 - Taxes and other levies/Insurance charges shall be payable as per actual at applicable rates.
 - Bidder, if so desires, may visit the site before submission of offer with prior appointment.
- Any clarification required, shall be raised on GeM portal or email to contact person given in tender enquiry.



Date:

Place:

Name, Signature, Address and Seal of the Bidder Mob:

Email:

Undertaking - Annexure D

I / Weconfirm that I / we do not have any relative, who is an Employee of AIESL or its subsidiaries and is likely to benefit us during the Award / implementation of the contract /PO.

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

SIGNATURE:

SEAL OF THE COMPANY:



Declaration (To be given on Company's Letter Head)- Annexure E

To,
General Manager (Engineering),
Group A, AI Engineering Services Limited,
OAP Mumbai, Maharashtra - 400098
Dear Sir,

Ref: Tender No.:

I/We,hereby confirm that our Firm/Company /Group/Group Company has not been black listed / debarred by Air India / AIESL or any of the State or Central Government of India or Organization of State or Central Government of India.

Place:

Date:



Signature of Bidder

Name:

Designation:

Stamp/Seal:

Security Deposit Declaration Form - Annexure F

(To be printed on bidder's company letter head and submitted signed & duly stamped scanned copy along with Technical Bid)

To,

General Manager (Engineering),

Group A, AI Engineering Services Limited,

OAP Mumbai, Maharashtra - 400098

I/We, the undersigned declare that:

After qualifying for award of Contract for Tender No. **AIESL/Tender/WR/24-25/008 for "Supply of Qty. – 01 no. Electrically Operated Baggage Tractor (Capacity 16 T)"** with AIESL. We will deposit **5% (Five percent) of the total value of the Contract towards interest free Security deposit**, within 2 weeks of receipt of the Contract.

The Security Deposit will be paid by way of Account Payee Demand Draft, Banker's Cheque, Bank Guarantee (BG) issued from any commercial bank, Fixed Deposit under LIEN with AIESL from any Commercial bank, in favour of AI Engineering services Limited (AIESL), payable at Mumbai.



Place:

Date:

Authorized Signatory

Name of Signatory:

Designation of Signatory:

Seal of Company

CHECK LIST: Please check if Following Documents have been uploaded in GeM - Annexure G

S.No	Description	Documents Required	Documents Attached
1	Company Profile	Yes	
2	GST Registration Certificate	Yes	
3	Balance Sheet for the last financial year	Yes	
4	Income Tax PAN	Yes	
5	Transaction Reference of Rs. 26000/- towards EMD	Yes	
6	Acceptance letter to our terms and conditions	Yes	
7	The Bidder should be ISO 9001 certified. Valid Certificate for this year to be enclosed.	Yes	
8	The Bidder should have previous. Experience of similar nature works. Proof in this respect should be	Yes	
9	Purchase order of customers where similar projects has been implemented during the previous year. Need to be enclosed along with full address, telephone numbers and fax nos. of customers	Yes	
10	All columns in Annexures should be filled in the tender document, all pages are to be Signed by the bidder and attached.	Yes	
11	All Products shall be manufactured in accordance with ISO STANDARD	Yes	
12	Confirmation of product support for minimum of 3 years after warranty period.	Yes	

Authorized Signatory:

Name of Signatory:

Designation of Signatory:

Seal of Company:

Place:

Date: