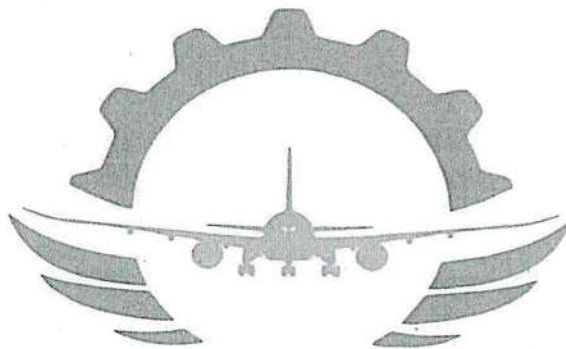


Tender

For

**Subject: Supply of Nitrogen and Oxygen Gas at AIESL, MRO
Complex, Shamshabad.**



Issued by:

AI Engg. Services Ltd. (AIESL)

Hyderabad - 500108

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.

Contents

S/N	Description	Page No.
1	Notice Inviting Tender NIT	3
2	Disclaimer	4
3	General & Specific Terms of Tender (GTT)	5-7
4.	Guidance to Bidders	8-10
5	Other Terms and Conditions	11-15
6	Exemptions/Preference to MSMEs Units	15
7	Work Scope	16-17
8	Technical Bid Form	18-20
9	Technical Bid Evaluation Criteria	21-24
10	Financial Bid Evaluation Criteria	25-28
11	Award of Contract	29
12	Forms and Format	30-45

1. Notice Inviting Tender

AIESL, a public-sector undertaking is an aviation MRO. AIESL requires Service Provider for performing the services mentioned below. For this purpose, AIESL is inviting Service Providers (herein after referred to as SP) to quote for these services in 2(two) bid tendering process viz. Technical bid as per Section 10 and Financial Bid as per Section 12 .

SN	Brief Description of Goods/ services	Estimated tender value	Earnest Money (INR)	Remarks
1	Supply of Nitrogen and Oxygen gas at AIESL, MRO Complex, Shamshabad	Rs. 5.25 Lakhs	₹ @2%	Bidders must submit the Bid Security or Earnest Money Deposit (EMD) (in INR) along with Technical Bid as mentioned in Guidance to Bidder

Table 1:

S/N	Criteria	Description
T1.1	Type of tender:	Service Two Bid System with Part I - Technical Bid & Part II - Financial Bid.
T1.2	Selection Criteria	Least cost selection L1
T1.3	Date of issue of tender documents:	Refer Gem Portal (https://gem.gov.in)
T1.4	Pre-Bid Conference(If Applicable)	Refer Gem Portal (https://gem.gov.in)
T1.5	Venue of Pre-Bid Conference (If Applicable)	O/o Dy.GM(E-PPMM) AI Engineering Services Ltd. (AIESL), MRO Complex, Near Gate 03, RGI Airport, Shamshabad - 500108
T1.6	Process to raise pre-bid queries.	Bidders may send pre-bid queries in writing to dgmppmm.hyd@aiesl.in ; bala.murali@aiesl.in ; prior pre-bid meeting as per para T 1.4 as per the format specified in the RFP. Queries raised in writing will be discussed during the pre-bid Meeting. Verbal or telecom queries will not be entertained prior to or during the pre-bid meeting.
T1.7	Contact Number	Phone no: 040 23477692
T1.8	Closing date and time for submission of Bids	<u>Please Refer GEM portal (https:// gem.gov.in)</u>
T1.9	Place of submission of Bids	<u>Please Refer GEM portal (https:// gem.gov.in)</u>
T1.10	Opening of Part 1- Technical Bid	<u>Please Refer GEM portal (https:// gem.gov.in)</u>
T1.11	Time, and date of Opening of Price (Financial) bid.	Refer Gem Portal (https://gem.gov.in)
	Officer to be contacted for clarifications/ help:	bala.murali@aiesl.in ; dgmppmm.hyd@aiesl.in ;
	Authority in whose favour all tender related financial instruments (DD, Banker cheque etc.) are to be made.	"AI Engineering Services Limited" Payable at Delhi
	All Financial Instruments to be payable at:	Delhi

2. Disclaimer

2.1	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.
2.2	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.
2.3	Each bidder should, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this tender and shall obtain independent advice from appropriate sources at no cost to AIESL
2.4	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.
2.5	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.
2.6	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.
2.7	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.
2.8	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. General & Specific Terms of Tender

A) General Terms

5.1	The bid shall be furnished under single stage-two-part bidding system i.e., Technical-bid and Financial Bid, as mentioned in NIT. AIESL invites bids from interested bidders to provide "Supply of Nitrogen gas and Oxygen gas at AIESL, MRO Complex, Shamshabad" through open tender considering L1 Least cost criteria for selection as per Tender document. The complete tender can be downloaded from GEM portal (https://gem.gov.in).
5.2	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.
5.3	Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions.
5.4	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.
5.5	The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in electronic form.
5.6	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.
5.7	The bidder shall submit rate analysis/bifurcation of quoted price if so desired by the AIESL.
5.8	Any addition, deletion or substitution in the bid document is not permitted. Failure to do so may render the bid liable for rejection. The Contract shall be for the whole Works, based on the 'Scope of work and financial bid' submitted by the Bidder.
5.9	Bidders must submit the technical bid under Two-part bidding process i.e., technical bid and Financial Bid. Selection will be based on Least cost L1 criteria.
5.10	Bids received through mail or fax will not be considered. Please refer GEM portal (https://gem.gov.in)
5.11	Bids received are incomplete or those, which are not in the prescribed format, will be rejected. Please refer GEM portal (https://gem.gov.in).
5.12	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.
5.13	The tenderer shall submit the tender document which shall include the documentary proofs for qualifying requirements. The corrections, if any, must be authenticated by the full Signature of the person, who has Signed the bid.
5.14	The Financial bids should be in Indian Rupees (INR) only.
5.15	Conditional discounts / credits, if any, shall not be given any consideration in the evaluation.
5.16	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
5.17	The Bids should be valid for acceptance by AIESL for a minimum period of 120 days from the date of opening of the Technical Bid
5.18	All information related to the price quoted by the bidder should be given only in the Financial 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.
5.19	Financial bids of only those bidders who qualify based on evaluation of their technical bid would be opened and accordingly such bidders would be intimated.
5.20	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.
5.21	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.
5.22	AIESL reserves the right of not awarding any contract to any of the Bidders.
5.23	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.

5.24	No bidder shall submit more than one Bid against this Tender.
5.25	Determination of whether the bid complies with the tender requirements or not will be at the sole discretion of AIESL.
5.26	The contract will be initially for a period of "Two Years" (2Years), extendable upto further 1 year on same rates terms and conditions , (subject to <i>satisfactory performance and abiding by all contractual obligations</i>) on the basis of Certificate of Satisfactory Services given by the user department to the Service Provider).
5.27	No advance/pre-delivery payment term will be accepted.
5.28	In case the taxes, levies and duties are not mentioned separately, the bid shall be considered as Inclusive of taxes.
5.29	The Financial 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 thereof. No representations from the unsuccessful bidders shall be entertained with respect to the evaluation of their bids by AIESL, whatsoever.

1. Term of Contract:

The contract shall commence on the start date specified in the Purchase Order (PO) and remain valid for a period of two (2) years unless terminated earlier. It may be extended for an additional year upon mutual agreement, with the rates, terms, and conditions remaining unchanged.

2. EXTENSION/ TERMINATION OF AGREEMENT/ CONTRACT:

The Contract may be terminated under the following circumstances:

- 2.1 The validity of the contract/agreement comes to an end *Ipso Facto* by efflux of time unless otherwise renewed/terminated.
- 2.2 If there is a breach or non-observance/non-fulfillment by the Successful Bidder of anyone or more of its obligations under the contract and/or contractual documents, if any, and such breach or non-observance/non-fulfillment continues for a period of more than three months after receipt of notice from AIESL to remedy such breach or non-observance/non-fulfillment, then AIESL shall without prejudice to its other rights under any contract and/or contractual documents, if any, shall have the right to terminate the Contract or any relevant part thereof. In such case, the Successful Bidder shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account.
- 2.3 If there is a change in AIESL's requirement as regards the obligations of the Successful Bidder stipulated in Tender, the Contract shall be terminated with 03 (three) months' advance notice.
- 2.4 In the event of breach of confidentiality, the contract can be terminated by AIESL with 01(one) month notice period.
- 2.5 The Contract can be terminated by AIESL at any time during the term of the contract without assigning any reasons and liability on AIESL.
- 2.6 In case of failure of the Successful Bidder to perform its obligations to the satisfaction /requirement / standards of AIESL, AIESL reserves the right to claim from the Successful Bidder for any loss sustained due to unsatisfactory performance of the Contract, including the right to terminate the Contract.
- 2.7 AIESL may at any time terminate the Contract with immediate effect, if Bankruptcy or liquidation proceedings are commenced or likely to be commenced against the Successful Bidder or if it enters in to or is likely to enter in to any arrangement or compromise for the benefit of its creditors generally or if a liquidator or receiver is appointed for its assets.
- 2.8 AIESL may terminate the Contract if it comes to the knowledge of AIESL that, the Successful Bidder has obtained the Contract vide non-*bona fide* methods of competitive bidding.
- 2.9 The Successful Bidder shall have a right to terminate this Agreement, after giving a 3 (three) months advance notice to AIESL, **only after completion of 75% period of the contract tenure (i.e., after completion of 18 months)** of its reasons for termination. During this period of 3 (three) months, AIESL and the Successful Bidder, may initiate discussions for purpose of resolution of the said reasons. In the event a resolution is achieved by AIESL and the Successful Bidder, the Contract shall not be terminated and the Successful Bidder shall provide the Services, in the same manner, as it was providing prior to such notice of termination.
- 2.10 For the avoidance of any doubt it is here by clarified, that the Successful Bidder during the aforesaid notice period shall continue to provide the Services, in the same manner, as it was providing prior to such notice of termination served by AIESL on the Successful Bidder or vice versa.

3. CONTRACT SURVIVABILITY:

In the event the Successful Bidder is acquired by, or merges with another company/ entity/ organization by operation of law or in any other manner, the terms and conditions of the Tender/Contract applicable to the Successful Bidder shall remain in full force and effect on the new entity and the Successful Bidder shall at all times remain liable to AIESL, with regard to the obligations mentioned herein. AIESL shall, however, have the discretion and option to terminate the Contract in such an event.

4. CONTRACT 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 here of 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.

5. COMPLIANCE WITH THE APPLICABLE LAWS:

The Successful Bidder shall comply with all laws in force in India and comply with all the laws whether prevailing in India with regard to the Services as mentioned in this Tender. The laws will include all national, provincial, municipal, or other laws that affect the performance of the contract and are binding upon the Successful Bidder. The liabilities of all statutory/legal mandatory regulations /obligations regarding manpower / product / services will be borne by the Successful Bidder. The Successful Bidder must indemnify AIESL from any breach of any government regulation/infringement of laws- such as copyright act, trademark act, PF regulation, ESI regulation, Labour laws, Minimum wages act, Shops & Establishment Act etc., and any applicable law of the land more particularly as mentioned in the clause here in below.

6. TERMINATION & EXIT CLAUSE:

- a) AIESL may at any time terminate the Contract with immediate effect by giving written notice to the Bidder, if Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to AIESL. In this case no compensation shall be made available to the bidder.
- b) In case of One month default of unsatisfactory performance, not meeting the required contract or breach of any of clauses of the service contract, AIESL may issue a 30 days' notice to the party to rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate the agreement by providing a 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. In such case the service provider will not be allowed to participate in next tender floated up to **four years** for the subject work.
- c) Notwithstanding the above clause 6, AIESL shall also be at liberty to terminate the contract/agreement for any reason including change in situation or circumstances etc. by providing to the successful bidder a **90 days written notice**. The successful bidder shall also be at liberty to terminate the contract by providing to AIESL a 90days written notice **except for the reason, as specified in Clause 6**. 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.

The successful Bidder who exercises the option of this exit clause will however, not be allowed to participate in the next Tender up to Four years for the Subject work.

7. GROUNDS FOR REJECTION OF THE SERVICE:

Service not meeting the specifications or in any other aspect, shall be rejected at the time or when the deficiency of service is detected and it will be the responsibility of the Service Provider to make arrangements to replace the deficient Services at their own cost and risk. AIESL will not bear any cost on account of such replacement.

13 SERVICE REJECTION INTIMATION

The Service rejected by the user department of AIESL should be informed to the Service Provider within 5 working days and the Service Provider to rectify deficiency/short coming within 15days of intimation. Beyond this if deficiency/short coming of services is not rectified by Service Provider, AIESL reserve the right to charge on deficiency of services as deemed suitable for 30 days (usually @ ½ % (half %) per day of value of service and there after AIESL will be at liberty to claim replacement of deficiency/shortcoming/shortfall.


General Manager (ENGG.)
At Engineering Services Ltd, Hyderabad.
ए आई इंजीनियरिंग सर्विसेज लिमिटेड
AI Engineering Services Limited
एम.आर.ओ. कॉम्प्लेक्स, आर जी आई एयरपोर्ट
MRO Complex, RGI AIRPORT
गेट नं. ३, के पास, /Near Gate No. 3, शरनशबाद/ Sharnshabad
हैदराबाद/Hyderabad - 500 108, तेलंगाना/ T.S

4. Guidance to Bidders (GTB)

6.1	Any queries relating to the tender document, the bidders are advised to send their queries as per date and time mentioned in NIT. The queries may be addressed to: dgmppmm.hyd@aiesl.in ; bala.murali@aiesl.in ; 10 days prior to last date of Bid submission.
6.2	Clarification of Bidding Documents: A prospective Bidder requiring any clarification of the bidding documents may notify through e-mail as indicated in the 6.1 of GTB. AIESL shall not be obliged to respond to any request for clarification received later than the above specified period. Further, the mere request for clarification from the bidder(s) shall not be a ground for seeking extension in the deadline for submission of bids.
6.3	Pre-Bid Meeting The purpose of the Pre-Bid meeting shall be to clarify the issues and to answer questions received from or any matter that shall be raised by the prospective Bidders. The Bidders are advised to send their queries as per date and time mentioned in NIT. The queries may be addressed to: <u>email</u> : dgmppmm.hyd@aiesl.in ; bala.murali@aiesl.in ; Text of the questions raised, and the responses given, together with any responses prepared after the Pre - Bid meeting, shall be transmitted (without identifying the sources of the question) to all participants of the Pre-Bid meeting. Any modifications or alteration to the Bidding documents listed in Tender that shall become necessary because of the Pre-Bid meeting, shall be made by AIESL exclusively through the issue of an Addendum / Corrigendum separately and shall be available on AIESL's website. No separate press advertisement will be given for the same. Addendum and/or Corrigendum, if any, to the Tender, shall be referred to and taken into consideration by the prospective Bidders. It is the Bidder's responsibility to visit the said portal regularly for the aforesaid Addendum / Corrigendum as applicable. Non-attendance of the Pre-Bid meeting shall not be a cause for disqualification of a Bidder. Interested Bidders who desire to attend the Pre-Bid meeting shall communicate one day in advance to the Pre-Bid meeting scheduled date to make necessary arrangements for entry passes with names of their representative (only two authorized representatives per Bidder), by email to : dgmppmm.hyd@aiesl.in ; and a copy to bala.murali@aiesl.in ; 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. 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.
6.4	A Pre-bid Meeting, which will be held on date, as mentioned in GEM portal, at AIESL, MRO Complex, Near Gate 03, RGI Airport, Shamshabad 500108. Bidder can join the meeting remotely or in person. A maximum of two representative of each prospective Bidder Shall be permitted to attend the pre-bid meeting. The representative(s) must carry an authority letter from the company's authorized signatory for participation in the pre-bid Meeting. The Name(s) of the Representative(s) for the Pre-bid Meeting may also preferably be directly sent to AIESL in advance of the date of Pre-bid Meeting by e-mail as under: E-mail dgmppmm.hyd@aiesl.in ; and a copy to bala.murali@aiesl.in ;
6.5	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 GEM portal. 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/ corrigendum/ clarifications given in GEM portal (https://gem.gov.in) and have submitted their bids accordingly. To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bid, AIESL shall extend as necessary the deadline for the submission of bids.

6.6	<p><u>Modification of Bids</u></p> <p>The Bidder(s) can modify or withdraw their Bid(s) after the Bid submission but prior to the Due Date/Time for submission of the Bid. Last modification by the Bidder shall be final.</p> <ol style="list-style-type: none"> No Bid shall be modified after the Due Date/Time for submission of Bids. 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.
6.7	<p><u>Bid Offer Validity:</u></p> <p>The Proposal shall be valid for a period of one hundred twenty (120) calendar days from the last date of submission of proposal.</p> <p>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 there to shall be made in writing in GEM portal. 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.</p>
6.8	<p><u>Bid Submission:</u></p> <p>Part 1</p> <p>This shall be named “Technical Bid”.</p> <p>No “Price Bid” related information shall be mentioned in the Technical Bid.</p> <p>REFER Section 11 – Technical Bid Evaluation Criteria</p> <p>Part 2</p> <p>It shall be named “Financial Bid or Price Bid” and shall comprise of Bill of Quantity and Price.</p> <p>REFER Section 12 – Financial Bid Evaluation Criteria</p>
6.9	<p><u>Bid Security / Earnest Money Deposit</u></p> <ol style="list-style-type: none"> An Earnest Money Deposit (EMD) of Rs 10,500/- must be submitted along with technical bid either in the form of Banker's Cheque/ Draft in favor of “AI Engineering Services Limited,” and payable at New Delhi, please check GEM portal (https://gem.gov.in). It is clarified that Bidders seeking exemption under MSME provisions are required to submit the Bid Security Declaration Form 15 in lieu of the Earnest Money Deposit. Tenders received without EMD shall be rejected. In case a Bidder withdraws his bid during the process of evaluation of tender or fails or refuses to accept the contract if awarded in his favour, the Earnest Money Deposit will be forfeited. EMD of the Tenders, who do not qualify in the ‘Technical Bid’, will be refunded to them within one month of the award of contract. <p>EMD in respect of the successful Bidder will be adjusted against Security Deposit / Performance Bank Guarantee. EMD in respect of bidders, who have been unsuccessful in the evaluation of the Financial bids, would be refunded within one month of award of the contract.</p>
6.10	<p><u>Security Deposit (SD)/ Performance Bank Guarantee (PBG)</u></p> <ol style="list-style-type: none"> 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. The SD / PBG is for meeting the project commitments till the end of the contract period. The SD / PBG would be refunded / returned within two months of successful completion of contract period subject to adjustment for penalties, if any, on account of deficiencies in performance as per the Terms of the contract. It is to be noted that the costs involved in furnishing of the PBG / SD are to be borne by the bidder who has been awarded the contract and the same is to be included in the Financial bid.

6.11	<p>Tender Opening: On the date of opening of the Technical Bid, only the Technical Bids would be opened. AIESL reserves the right to award the contract(s) to successful bidder as it may deem fit as per its operational requirements.</p>
6.12	<p>Financial bids will be opened of those bidders who have successfully fulfilled the Technical bid evaluation criteria as specified in Section 12.</p>
6.13	<p>GROUND FOR REJECTION OF BIDS</p> <ol style="list-style-type: none"> Technical and Financial bids should be submitted simultaneously. The Bid shall stand rejected if the Bidder submits an incomplete Bid, i.e., where only the Technical or only the Financial Bid is received. The Technical Bid should not contain any indication of the price related to the Financial Bid. In case an indication of such price quoted is included in the Technical Bid, the Bid will be rejected without any reference to the Bidder. No correspondence will be entertained in this regard. Bids received through Fax or Email (in encrypted or other forms) will not be considered. Bids received after Due Date/Time shall not be considered. The bids are liable to be rejected forthwith, i.e., without being evaluated, on the following grounds: <ol style="list-style-type: none"> If only the technical bid has been received and the Commercial bid has not been received, and vice versa. If the Tender has been received by email or fax or in any other manner. Please refer GEM portal (https://gem.gov.in). If the Tender has not been signed by the authorized signatory of the Bidder. (Signed by any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf). If the Technical bid has been received without EMD/Bid Security Declaration as the case may be and the EMD has been submitted in a mode other than as specified in the Tender. If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested, and/or submission of illegible copies or unexplained materials and/or bids not received as per the desired formats & bidding instructions, as mentioned and specified in GEM portal (https://gem.gov.in). If the Financial bid indication has been provided in the Technical bid response If the bid response is not presented neatly and corrections if any are not duly authenticated with full authorized signatures of the person who has signed the bid document. (Signed by any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf). If the Bid has been received without the undertaking of acceptance of all terms & conditions If the Bid (Technical/Financial) is incomplete. The above list is only illustrative and there can be other relevant grounds of rejection of bids. 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. If the price indicated in the Financial Bid is Conditional. If the Financial Bid is not submitted in the format described in Section 12 Form 8 of the Tender. In case the Bidder being an MSME unit as specified in Clause 6.11, fails to submit a copy of the relevant MSME certificate and the required Bid Security Declaration Form along with the Technical bid AIESL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to: <ol style="list-style-type: none"> Suspend and/or cancel the Bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms and conditions relating thereto. Consult with any Bidder to receive clarification or further information. retain any information and/or evidence submitted to the AIESL by, on behalf of, and/ or concerning 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. <p>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.</p>

5. Other Terms and Conditions

7.1	<p><u>Fall in price clause</u></p> <p>The successful bidder should pass on any benefits arising due to lower taxation or change in input/raw material cost by virtue of some exemption by government or for any reasons during the contract/order</p>
7.2	<p><u>SUBMISSION OF BILL:</u></p> <p>SP shall tender pre-receipted bills once in a Month (Consolidated bills should be submitted every First Week of the month) for service provided to AIESL. Bill should be on the letterhead of SP and in the format prescribed by AIESL. A checklist and original documents in support of various Charges indicated in the bill should accompany each bill. Any bill not accompanied by a checklist and one or more documents will not be received in AIESL. Personnel authorized by AIESL will acknowledge receipt of the bills after due verification of enclosures. Bills that are returned to SP on account of deficiencies will contain remarks about deficiencies. Incidence of storage charges attributed to oral/verbal queries of customs authorities shall not be claimed by SP.</p>
7.3	<p><u>Payment Terms</u></p> <p>All payments to the successful Bidder by AIESL for the services rendered by it shall be subject to the following compliances:</p> <p>a. AIESL shall make every effort to examine and arrange payment of bills within 60 days of receipt of the pre-receipted bills with all the relevant original supporting documents.</p> <p>However, a delay in the settlement of payments shall not be accepted as a valid ground for SP to delay in service and/or make any request for advance payment. It is clearly and specifically understood that storage charges incurred on account of delay in transportation of consignments on grounds of delay in payment of bills on the part of AIESL will have to be borne by SP. AIESL does not undertake to communicate to SP, reasons for partial or non-admission of one or more claims made in the bills.</p> <p>The bills should be submitted as per the agreed tender terms & conditions clearly with the breakup along with the supporting documents, failing which the bills will not be considered for payment process until the SP submits the clear and relevant supporting documents.</p> <p>b. Payment will be made through ECS (Electronic Clearance Service).</p> <p>c. The successful bidder is required to submit a duly verified Bank Mandate form along with a copy of the relevant cheque leaf, duly canceled to enable Accounts Department to make payment through ECS.</p> <p>d. TDS shall be deducted by AIESL from the payment made against these invoices, as per the applicable laws.</p>
7.4	<p><u>Force Majeure Event</u></p> <p>7.4.1 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.</p> <p>7.4.2 Force Majeure Event means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity, but not including seasonal rains) or events such as a war, strike, riots. The affected Party shall give immediate notice in writing of occurrence of a Force Majeure Event as soon as it occurs (in any case not later than 5 days of information about the occurrence of such an event becoming known to such Party) and shall thereafter keep the other Party informed of the continuation or termination of such event as soon as possible (and in any event within three (3) days of the continuation or termination of such event).</p> <p>7.4.3 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.</p> <p>7.4.4 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.</p> <p>7.4.5 If the performance in whole or in part or any obligation under the Contract is prevented or delayed by any reason of subsistence of a Force Majeure Event for a period exceeding 90 (Ninety) days, either Party may at its option terminate the Contract without any financial repercussions on either side.</p>

	<p>7.4.6 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.</p>
<p>7.5</p>	<p><u>Resolution of Disputes and Arbitration</u></p> <p>7.5.1 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.</p> <p>7.5.2 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.</p> <p>7.5.3 The arbitration award passed under the arbitration shall be final and binding on the Parties.</p> <p>7.5.4 The proceedings of the Arbitration shall be conducted in English language and place of arbitration shall be Delhi.</p> <p>7.5.5 Each Party shall bear their own cost with respect to such arbitration</p>
<p>7.6</p>	<p><u>Subcontracting</u></p> <p>7.6.1 The essence of the Tender is that there will be no subcontracting or delegation or outsourcing of any of Services to any third party without prior written approval of AIESL. However, if any sub-contracting is proposed by the Successful Bidder, such appointment / engagement of the sub-contractor shall be at the sole discretion of AIESL. Furthermore, the successful Bidder shall be responsible for all acts/omissions of such sub-contractor.</p> <p>7.6.2 In event, the Contract is sub-contracted or assigned in violation of terms specified here under 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.</p>
<p>7.7</p>	<p><u>Recovery of Sums Due</u></p> <p>7.7.1 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.</p> <p>7.7.2 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.</p> <p>7.7.3 If any amount due to AIESL is so set off against the said security deposit, the Service Provider shall have to make good, the said amount immediately but not later than 14 (fourteen) calendar days, to restore the Security Deposit to its original value. Non- restoration of such Security Deposit will be treated as event of default, leading to right of AIESL to take appropriate remedial action, including termination.</p> <p>7.7.4 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.</p>
	<p><u>Novation:</u> AIESL reserves the right to "NOVATE" this contract to AAAL/ AIASL/AIAHL or any other subsidiaries at same rates, terms and conditions and the same shall be binding upon the service provider. In the event of any merger or acquisition of AIESL or AIESL transferred its activity to another undertaking, the contract on approval from the appropriate authority of the new entity shall continue in the name of such new entity / successor entity with the same rates, terms and conditions.</p>

7.8	<p><u>Intellectual Property</u></p> <p>7.8.1 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.</p> <p>7.8.2 The intellectual property produced by the Successful Bidder during or in relation to the Services under the Contract shall belong to AIESL absolutely.</p> <p>7.8.3 AIESL reserves the right for injunctive relief to prevent the breach of any it's or third parties' intellectual property rights.</p> <p>7.8.4 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:</p> <ul style="list-style-type: none"> 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.
7.9	<p><u>Assignment</u></p> <p>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.</p>
7.10	<p><u>Non-Waiver</u></p> <p>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.</p>
7.11	<p><u>Fraudulent Practices</u></p> <ul style="list-style-type: none"> a) 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 purpose so this provision, the terms set forth be low as follows: <ul style="list-style-type: none"> I. "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. II. "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 benefits of free and open competition. b) 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. c) 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. d) Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent / corrupt practices during the currency of the Contract. e) EMD or Security deposit shall be forfeited in addition to the above-mentioned remedies which AIESL shall have taken.
7.12	<p><u>Conflict of Interests</u></p> <p>SP not to Benefit from Commissions, Discounts, etc.</p> <p>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.</p> <p>Prohibition of Conflicting Activities</p> <p>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.</p>

7.13	<p><u>Change Management</u></p> <p>The Service Provider shall address all the problems which will occur during the contract period at no additional cost. The Service Provider shall identify and resolve problems due to which the SP is not able to give the desired performance.</p> <p><u>Introducing a Change</u></p> <ol style="list-style-type: none"> 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 in requirements provided that such Change falls within the general scope of the work, does not constitute unrelated work, and is technically practicable. 2. The SP may from time to time during its performance of the Contract propose to AIESL for any Change that the SP considers necessary or desirable to improve the quality or efficiency of the contract. 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. <p>AIESL and SP will agree, during contract period for coordination to achieve better result within the work scope.</p>
7.14	<p><u>Confidentiality</u></p> <ol style="list-style-type: none"> 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 (herein after 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 <ol style="list-style-type: none"> (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 <ol style="list-style-type: none"> (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.

7.15	<p><u>Indemnification</u></p> <ol style="list-style-type: none"> 1) The Successful Bidder shall indemnify AIESL against the payment of penalty/third party claims/damages/loss of property of AIESL/AIESL customer or AIAHL subsidiaries or to any other party arising due to the negligence on part of the Successful Bidder and/or vendor/ vendor's employees. 2) The Successful Bidder shall also indemnify AIESL for making good any claim/penalty/lossor damages, including costs (including counsel fees and legal cost) thereof, in respect of any breach or violation of any provisions of any law, including labour laws governing the employees of the Successful Bidder. In case of any failure to make good the above/any losses/expenses to AIESL, the same shall be deducted from the amounts to be paid to Successful Bidder, as per the bills raised, or may be deducted from the security deposit or from any payments to be made to the Successful Bidder under the Contract. 3) For the avoidance of any doubt it is hereby clarified that the Successful Bidder shall be solely liable for accidents, injuries, death and/or damages caused to any individual/sand/or property of AIESL and/or any third party, due to negligence of vendor/ vendors employees, during performance of their duties under the Contract and shall indemnify AIESL and/or vendor/ vendors employees, from costs or liabilities, arising therefrom (including counsel fees and legal cost). 4) The Successful Bidder shall be liable to keep AIESL indemnified against any claim or claims what so ever and any liabilities, that may arise on account of the Successful Bidder's failure to comply or adhere with any statutory obligations, legislations, regarding the laws governing intellectual property rights whether in India or any other country as applicable. AIESL shall be entitled to deduct any amounts to make good the above/any losses/expenses incurred by AIESL on account of such claims or liabilities. The decision of AIESL as to the amounts to be deducted shall be final and binding on the Successful Bidder. 5) The provisions of this Article shall survive the termination or expiration of the term of the Contract.
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6. Exemptions / Preference to MSME Units:

8.1	<p>As per Public Procurement Policy for Micro and Small Enterprises (MSMEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.12 by Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSMEs must be registered with any of the following to avail the benefits / preference available vide Public Procurement Policy MSMEs Order, 2012</p> <ol style="list-style-type: none"> a. District Industries Centers (DIC) b. Khadi and Village Industries Commission (KVIC) c. Khadi and Village Industries Board d. Coir Board e. National Small Industries Corporation (NSPC) f. Directorate of Handicraft and Handloom g. Any other body specified by Ministry of MSME. h. Udyog Aadhaar (UDYAM)
8.2	MSMEs 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.
8.3	The MSMEs registered with District Industries Centers must submit the Acknowledgement of Entrepreneur Memorandum (EM) Part-II along with their bid. The MSMEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
8.4	The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.
8.5	The MSMEs, 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.
8.6	Exemption from submission of EMD – The MSMEs registered with above mentioned agencies/bodies are exempted from payment of EMD.
8.7	The Successful Bidder (MSME/Non MSME) will be required to submit the Security Deposit as applicable on the Contract value. However, in case of MSME Bidders, the Security Deposit/Bank Guarantee can be submitted on yearly basis renewable every year.
8.8	Note: Above policy of extending benefits is meant for procurement of only goods produced and services rendered by MSMEs and not for any trading activities by them.

SECTION 9**SCOPE OF WORK****I. Details of the Item:****a) Specifications****COMPRESSED NITROGEN GAS****Standard Nitrogen****Minimum Purity: > or = 99.995%****Components:**

Purity: > or = 99.995%

Oxygen < or = 5.0 PPM

Moisture < or = 5.0 PPM

Filling Pressure at 27 °C: 150kg/ cm²Volume per cylinder: 7 m³**COMPRESSED OXYGEN GAS****Min. Purity 99.5%****Minimum Purity: > or = 99.5%** (1)**Purity: ≥ 99.5%****Filling Pressure at 27 °C: 150kg/ cm²****Volume Per Cylinder: 7 m³**

Moisture < 5.0 Ppm

Pr. - 2100 PSI

COMPRESSED NITROGEN GAS**Standard Nitrogen****Minimum Purity: > or = 99.995%****Components:**

Purity: > or = 99.995%

Oxygen < or = 5.0 PPM

Moisture < or = 5.0 PPM

Filling Pressure at 27 °C: 200 kg/ cm²Volume per cylinder: 10 m³**b) Quantity & Delivery Location Details:**

Sl.	Item Description	Qty. Required	Item to be Delivered at
1.	Nitrogen Gas & Oxygen Gas Capacity: 7cum Each cylinder	N2 Gas = 300 Cyl / annum O2 Gas = 36 Cyl./ annum. N2 Gas 3000 PSI/ 200 Kg/cm2 = 12 Cyl/annum	Dy.GM(E-PPMM) AI Engineering Services Limited, MRO Complex, Near Gate 03, RGI Airport, Shamshabad, Hyderabad - 500108

1. AIESL QC team may visit your premises for inspection and check whether the industrial standard is maintained.

2. Vendor should provide the following along with every supply, as per the industrial standard.

a) Purity Certificate for the products.

b) HST Certificate (HST done on and due on) for cylinder and submit the same with every supply being made.

c) Refilling done on for every cylinder.

d) Batch Number for every cylinder.

e) Adhesive stickers (white/yellow/ suitable colour), in addition to certificates, with above details to be affixed on the cylinders.

f) Cylinder Serial numbers and HST done and due on dates shall be mandatorily painted legibly on every cylinder.

g) N2 Cylinders must be properly painted and good in condition

3. Rates will be firm during the validity (2 years + 1year) of contract.

4. Commencement of Contract:

The successful bidder to make supply within 3 days of receipt of contract/purchase order and contract/PO has to be confirmed in 1day after receipt of the same.

5. Supply subject to our inspection and approval, supply should be made, in ONE DAY after the CALL OFF is given by us at above

mentioned address

6. The quantities indicate is approximate one and call off will be given as per actual operational requirement/consumption. AIESL is not committed to uplift the entire order quantity.
7. Penalty for Delayed Deliveries: You have to adhere to the agreed delivery schedule, in case of delay in delivery; penalty for late delivery will be charged at the rate of 1/2% (half percent) per week or part thereof of the value of delayed supplies, subject to a maximum of 10% (ten percent) of the value of delayed supplies. In the event of the continued delayed supply, then AIESL, reserves the right to cancel the Purchase Order, and to take appropriate necessary action in its interests.
- a) AIESL reserves the right to **increase/decrease the qty to the extent of 25%** of the tendered qty at the same rate, terms and conditions of the tender/contract/PO.
- b) Bidders should **take above points in to considerations before / while submitting their bid.**
- c) **The rates quoted shall be as applicable to Govt. Institutions/PSUs.**

VIII) PENALTY Clause:

In case of non-compliance of laid down terms & conditions, the following penalty will be imposed on their bill/ SD/BG as deemed fit and necessary by AIESL.

1. Supplies not meeting the technical specification/parameter, quality and or deficient in any other respect would be liable for rejection at the time of inspection and returned to the vendor at their cost.
2. If non-compliances to the Specifications are observed after acceptance of supply, then vendor will also have to replace the entire balance lot on free of charges basis. This however, does not prevent AIESL from imposing suitable penalty for the substandard supply.
3. LD/penalty for delayed delivery would be @ 0.5% per week or part thereof of the value of the undelivered portion of the goods or services (excluding taxes and delivery charges) subject to a maximum of 10% of the value of the undelivered part. This will be recovered from the invoice of the delivered consignment of the vendor, Security Deposit / Bank Guarantee, or from the amount due to the vendor against any invoice. This will be done after due advance notification to the vendor.
4. At the time of delivery / acceptance of the item / goods if it is found that the items / goods so delivered is not as per the specification given in the Contract/PO then AIESL reserves the right to reject the entire lot and get the entire quantity replaced free of cost by the vendor. The standard penalty for delayed supplies @ 0.5% per week or part thereof, subject to maximum of 10% would be applicable from the original delivery schedule. .
5. However, in case of exigencies where such items are required to be accepted for minor deviations from the specifications of the Contract/PO, due to the possibility of services being affected then depending on the extent and nature of the deviations, such consignment may be accepted at the sole discretion of AIESL by imposing an appropriate penalty subject to a maximum of 15% of the invoice value of the lot.
6. In case of any complaint on the quality issue at the time of use of the item / goods by AIESL or any other stakeholders of AIESL after acceptance of the delivery then depending on the nature and extent of the deficiency, AIESL reserves the right to impose appropriate penalty on the total value of the lot supplied, subject to maximum of 15% on the invoice of the consignment / lot.
7. In case of any complaint from passengers or any other stake holders vendor will indemnify AIESL against any claims for damages or legal action initiated in this regard. Additionally, depending on the gravity of the complaint an appropriate penalty on the total invoice value of the lot supplied, subject to a maximum of 15% may be levied by AIESL.
8. If no remedial action to the satisfaction of AIESL user department has been taken and complaints continue to persist regarding quality issues then based on the recommendations of the user department, AIESL reserves the rights to cancel the Contract / PO and take appropriate penal action / debar the vendor from participating in the next tender / black list the vendor for 3 years as deemed fit depending on the merit of the case.

Commencement of Services:

The Successful Bidder must commence the Services within 14 days after execution of the Contract/Acceptance of LOA. The Successful Bidder shall execute the Contract within 14 days of acceptance of LOA.

Technical Bid Form

SECTION-10

FORM 1

TECHNICAL BID FORMAT

(To be submitted on Bidder's company letterhead)

(all pages must be signed and stamped with the company's seal)

A. Bidder's Details

1.	Name of Contract	Supply of Nitrogen gas and Oxygen gas at AIESL, Shamshabad
2.	Name of the Company/Establishment	
3.	Full Address of Registered Office	
4.	Telephone No./ Mobile No.	
5.	Email address	
6.	Fax Number	
7.	Name of Contact Person	
8.	Name of the person signing the tender	
9.	Phone/Mobile No of the person signing the tender	
10.	Designation of the person signing the tender	
11.	Relationship of the person signing the tender with the bidder	
12.	Name & address of Banker	
13.	RTGS /NEFT Registered form duly signed by Banker to be enclosed	
14.	Details of Earnest Money Deposit (EMD) submitted: i) Name of the Bank, DD/Pay Order No., & Date & Amount	
15.	OR ii) If EMD is paid through Bank Guarantee, the required details are to be given.	
16.	Is the Bid Security Declaration Form (duly filled & signed) attached/ enclosed along with the Technical Bid (for MSME Bidder)	
17.	If Bidder is an MSME unit, please specify the details of the MSME registration certificate below:	
	Registration Certificate No.	
	Date of issue	
	Valid up to	
	Services covered under the Registration Certificate. Provide license for supply of Nitrogen and oxygen Gas	
	Whether the MSME Unit is owned by an SC/ST. If yes, please attach documentary proof to substantiate the castestatus.	

B. Parameters**Bidder's Response**

Sr. No.	Parameter	Bidder's Response (Yes/No) (Attach documentary proof)
1	The Bidder must be a limited Company registered under Indian Companies Act, 1956 or registered under Indian Companies Act 2013 or a partnership firm or a sole proprietorship firm or a private limited company duly registered under the concerned acts applicable for conducting business in India.	
2	Whether having ESIC Regn No. self-attested copy be enclosed	Regn No..... Date.....
3	Whether having PF Regn. No. self-attested copy to be enclosed (if applicable)	Regn No..... Date.....
4	Has any Director/Partner/Proprietor been convicted at any time by a court of law?	
5	Has your company been Blacklisted by any agency of the airport or elsewhere?	

C. Techno-commercial Bid Form

Sl No	Description	AIESL Requirement	Vendor Response	Document Proof
1	Minimum average annual turnover of Rs. 5.25 Lakhs (WORDS Five Lakhs twenty five thousand only) during the last three financial years ending on <u>31st March 2025</u> . Certificate duly signed by the CA (chartered accountant) to be submitted.	Must	Yes/No	To submit document proof
2	Proof of related services provided. (Note: They should have managed minimum two projects related to tender. Details should be provided as per PARA D below.)	Must	Yes/No	To submit document proof
3	Have the necessary facilities, and technology to efficiently manage related services.	Must	Yes/No	To submit document proof
4	Agree to all the General Terms & Conditions, Work Scope, Workflow and Evaluation Criteria as prescribed in the bidding document. (Form 3)	Must	Yes/No	To confirm
5	Well-versed with Local & National Regulations & Regulatory Authority requirements pertaining to offered services related to such as safety standards, and industry-specific compliance requirements.	Must	Yes/No	To submit document proof
6	Agrees to pay a non-interest bearing security deposit which shall be 5% of the contract value as a security deposit for the period of the contract	Must	Yes/No	To confirm
7	The tenderer shall agree that the payment will be made against the tenderers invoice submitted on 60 days credit term basis	Must	Yes/No	To confirm
8	The service provider shall have quality system in place to maintain standards in service and ensure accurate order fulfillment.	Must		To confirm
9	PAN and GST Number	Must		To submit document proof
10	The service provider shall verify that they have proper insurance coverage to protect against potential damages, loss of goods, or accidents.	Must		To confirm and submit document proof
11	The tenderer shall have expertise in evaluating the qualifications and expertise of the personnel who will be part of providing and managing the services sought from the SP as per NIT. This includes supervisors, and staff.	Must		To confirm and submit document proof

D. Details of related services provided during the last two financial years ending on 31st March 2025, together with a copy of contract/ /invoices of clients)

S. No.	Name Of Contract	Name &Address of Company	Period of Contract (From...to....)	Annual Value of Contract
I				
II				

E. For any other information which the bidder may like to furnish, a separate sheet may be enclosed. In support of the above information self-attested copies of all Documents, wherever required be enclosed.

Authorized Signatory:

Name of Signatory _____

Designation of Signatory _____

Seal of Company

Place: _____

Date: _____

Technical Bid Evaluation Criteria**SECTION 11**

AIESL/ Authority inviting Tender will open the bids as per schedule given in GEM portal (Refer GEM portal <https://gem.gov.in>). Bidder(s) can view Bid opening event online. In the event of the Specified date for the opening of bids being declared a holiday for AIESL, the Bids will be opened at the appointed time and date on the next working day.

General Conditions	
1.	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.
2.	During the detailed evaluation of "Technical Bids", AIESL will determine whether each Bid: <ul style="list-style-type: none"> a. Meets the eligibility criteria defined in Section 6-GTB. b. Has been properly signed c. Is accompanied by the required bid securities declarations d. Is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined as per remaining bid conditions, i.e., Bill of Quantity and Price, Technical Specifications, if any.
3.	<p>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:</p> <ul style="list-style-type: none"> 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, <p>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.</p> <p>During Technical qualification/ Commercial Bid evaluation, AIESL may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or e-mail, however, no change in the price or substance of the Bid shall be sought, offered, or permitted. Reply shall be submitted by Bidder within a stated reasonable period. If Bidder does not provide clarifications of the information requested by the date and time set in AIESL's request for clarification, its Bid may be rejected.</p>
4.	AIESL will evaluate and compare the submitted bids on Least cost selection L1 criteria, whose bids are determined to be substantially techno-commercially responsive in accordance with Section 10.
5.	<p>Award Criteria & AIESL's Right to accept/ reject any or all Bids</p> <p>The notification of award will constitute the formation of the Contract until the Formal Agreement is signed. The successful bidder shall execute Contract Agreement and sign the Integrity Pact (wherever applicable) with AIESL on non-judicial paper of appropriate value as per Stamp Act in the format appended within 28 days from the date of issue of Letter of Acceptance/ Letter of Award.</p>
6.	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.
7.	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.
8.	The Bidders must meet all the mandatory technical qualification criteria as listed in this section of tender. If a bidder fail to comply with one or more of the mandatory criteria, his/her bid will not be evaluated any further.
9.	<p>Bidders are advised to note that taking deviation to following terms and conditions of Tender shall lead to rejection of their Bids:</p> <ul style="list-style-type: none"> I. Firm/Quoted Price throughout the Contract Period and the extension period II. Scope of work III. EMD/ Security Declaration IV. Period of Validity of Bid V. Performance Bank Guarantee / Security Deposit

	<p>VI. Arbitration / Resolution of Dispute</p> <p>VII. Force Majeure</p> <p>VIII. Statutory Compliance to Applicable Laws</p> <p>IX. Registration of PF & ESIC in the name of Firm</p> <p>X. All the pages of the Tender must be mandatorily signed and stamped by the authorized signatory along with the supporting documents as asked in the technical bid. (signed by any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf.)</p> <p>XI. All documents in support of the Tender must be submitted in accordance with the checklist as given below of this Section Form 2.</p> <p>XII. Any other condition specifically mentioned in the Tender elsewhere that non-compliance of the clause shall lead to rejection of the bid.</p>
10.	The Bidders are to provide the detailed write-up under each item of their offered product listing the main / special features of each process / function including references / whichever and wherever applicable, along with process flow charts and screen shots, to support their compliance claims made in response to the tender requirements / specifications. Attach separate sheets, as necessary.
11.	AIESL would evaluate the responses based on the detailed information as provided. The decision of AIESL in this regard shall be final.
12.	The Bidders who qualify as per the Technical Bid evaluation criteria as mentioned in this Section and other requirements of the Tender would be considered for next stage of Tender process.
Experience	
13.	The Service Provider shall be a limited Company registered under Indian Companies Act, 2013/ 1956 or a partnership firm or a sole proprietorship firm or a private limited company duly registered under the concerned acts applicable for conducting business in India and should be in existence in last 3 years.
14.	The bidder should not have been blacklisted/ debarred by any Government Departments, Agencies or Public Sector Undertakings in India as on the date of submission of the tender.
15.	The bidder should have experience of having "Successfully Completed Similar work" during last 2(two) years prior to the last day of bid submission.
16.	<p>Similar works definition: Bidder should have minimum 2 years experience as Industrial gases supplier operator and currently in the business.</p> <p>Successfully Completed definition: The bidder should have provided one (1) year service after accepting of order or contract if it is not completed/ closed. The same shall be supported by documentary evidence issued by the owner/ employer.</p>
17.	The bidder must mandatorily submit compliance to technical specifications as mentioned in this section for proposed infra solution.
Turnover	
18.	<p>Average Annual financial Turnover value of the bidder(s) in the preceding years 3 (Three) financial years ending 31/03/2023 should not be less than Rs 2.80 lakhs (INR)</p> <p>The necessary documents viz. Annual Report/ Audited Balance Sheet/ Profit & loss account for calculation of the above should be submitted by the bidder.</p> <p>Profit after tax: The profit after tax of the Bidder to be positive on the closing day of last 2 (two) financial years ending 31/03/2025 should be positive.</p>
Make In India	
19.	<p>To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order201711. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order: -</p> <p>a) 'L1' means the lowest tender or lowest bid, or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.</p> <p>b) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. It has been fixed as 20 (twenty) percent.</p> <p>c) 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a</p>

	particular item of goods or services or works.
	d) 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
	e) 'Works' means all works as per Rule 130 of GFR- 2017 and will also include 'turn key works.
20.	Bids will be rejected if submitted after the due date Refer GEM portal (https://gem.gov.in).
21.	Bids will be rejected in case of EMD is not submitted except if the bidder is exempted as per MSME exemptions
22.	Incomplete Bids will be rejected

Technical Bid Evaluation Criteria-

Form 2

Check list for Tender No

Tender Description- Supply of Nitrogen gas and Oxygen gas at AIESL, MRO Complex, Shamsha bad.

Tenderer required to Tick or fill up the form at the appropriate Place

Sl.	Attribute	Particulars of the Tenderer	For the use of AIESL only
1	Do you have your Office in Hyderabad	<input type="checkbox"/> yes <input type="checkbox"/> no	If "NO" Reject the Tender
2	Do you have TWO Years' Experience as Industrial gases supplier and currently in this Business	<input type="checkbox"/> yes <input type="checkbox"/> no	If "NO" Reject the Tender
3	Income Tax Permanent Account Number (PAN). It should be allotted to the tenderer. PAN No.....	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "NO" Reject the Tender
4	GST Number. It should be allotted to the tenderer	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "NO" Reject the Tender
5	Is your company a. Registered under Companies Act (or) Whether recognized by Govt. of India (Ministry of Tourism) as Tourist Transport Operator with current validity b. Whether Registered under Shops and Establishment Act. c. Registered as firm d. None of the above (Sole Proprietorship and others)		
6	Annual turnover of the Company During the last Three years.	For the year 1) _____ 2) _____ 3) _____	Three Years average Value
7	EMD 1. Earnest in the form of Cash deposit/DD 2. Earnest Money in the form of BG as per documents provided in the Tender	_____	
8	Registration- Copy of UDYAM registration Certificate issued by Ministry of MSMEs of GOI or any other agency specified by Ministry of MSME	_____	
9	No Blacklisting- Self Declaration by the bidder		
10	Declarations as per attached proforma of NIT		
11	Whether all pages of tender document are duly filled signed and stamped	_____	
12	Whether technical bid as per requirement		
13	Whether Financial bid as per requirement		

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

head)

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

Signature and seal of the bidder:

Date:

Place:

Financial Bid Form**Section-12****Financial Bid Evaluation Criteria**

1.	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. Refer GEM portal(https://gem.gov.in)
2.	The Financial Bids of Bidder(s), who are not considered eligible in techno commercial responsive, shall not be opened. The decision of AIESL will be final and binding in this regard. Refer Section 11 (Technical Bid Evaluation Criteria)
3.	The Financial Bids of only those Bidders who qualify under the Criteria and comply with the other Tender requirements would be considered for financial bid evaluation.
4.	Financial Bids should be submitted strictly as per the format given below of this Section (Form 8) only . The detailed procedure / method of quoting and criteria for evaluation of the Financial Bids has been provided.
5.	Form 8 consists of table; The total cost of the table will form a part of evaluation for successful bidder. Total Cost of Ownership (TCO) will be arrived at by adding cost of all components as mentioned in financial bid format Form-8. Form 08 is provided to understand unit prices for each of the items required as part of network and infrastructure establishment at AIESL.
6.	The Bidder shall quote a price for all the components and services of the solution to meet the requirements of AIESL.
7.	All the prices will be in Indian Rupees (in words and figures). In case of discrepancy, the amount in word will prevail.
8.	In case of discrepancy in the unit price and the total price, the unit prices shall be taken to arrive at L-1.
9.	No adjustment of the price quoted in the Financial Proposal shall be made on account of any variations in costs of 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.
10.	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.
11.	Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "NA" (NOT APPLICABLE) in all such fields.
12.	It is mandatory to provide the break-up of all components in the format specified in Form 8 . The Financial bid should include the unit price and proposed number of units for each component provided in the Financial Bid.
13.	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.
14.	The bid amount shall be inclusive of the price components as mentioned Section 9 (Scope of Work) and any other charges as applicable to meet Statutory/Regulatory requirements.
15.	All costs incurred due to delay of any sort, shall be borne by the Bidder.
16.	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.
17.	AIESL reserves the right to ask the Bidder to submit analysis of rate and data sheet for the rates quoted in the Financial bid by the bidder including break-up of price quoted.
18.	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.
19.	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.
20.	Bidder must submit financial proposal in the format prescribed in Form 8. Any deviation proposed by the bidder will make the bid liable to be rejected.

21.	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.
22.	The prices quoted in the Financial bid must be exclusive of all applicable taxes and duties. The taxes and duties components applicable in the country of origin of the Bidder as well as that applicable in India for all the items of Financial bid format should be indicated clearly and separately in the Financial Bid. In case, no taxes are applicable, it should be indicated as 'NIL' or 'Zero' in the Financial bid format.
23.	Withholding tax (applicable to foreign bidders) and TDS (applicable to Indian bidders) shall be deducted by AIESL on all payments, as per applicable Government of India rules & regulations.
24.	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.
25.	In case, any new taxes/ levies/ duties are introduced in future by the Government in the country of origin or in India during the period of the contract, the same shall be reimbursed to the bidder by AIESL on submission of proof of such payments.
26.	Any other costs not quoted in the Financial bid, but which must be borne by AIESL for implementation of the bidder's solution, would be added to the total bid price for price comparison. The costs for this purpose will be taken from the prevailing market rate. The decision of AIESL in this respect would be final.
27.	Unconditional discounts and credits, if any, would be adjusted in the total bid price for price comparison.
28.	Conditional discounts and credits, if any offered in the Financial bid, will not be considered for price comparison.
29.	Representations, if any, for modifications to the price quoted in the Financial bids will not be entertained after opening of the Tender.
30.	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.
Price Preference	
31.	The MSMEs registered with above mentioned agencies/bodies for the Tendered Service and quoting price within price band of L1+15% (fifteen per cent) shall also be allowed to supply a portion of requirement by bringing down their price to the price quoted by L1 in a situation where the price quoted by the L1 Bidder (the "L1 Price") is from other than a MSME and such MSME shall be allowed to supply up to 20 % (twenty per cent) of total Tendered value/service. In case of more than one such MSMEs are in the price band of L-1 + 15% and matches the L-1 Price, the 20% value shall be shared proportionately, if it can be divided, else the complete contract shall be allocated to the MSME unit.
32.	An MSMEs unit will not get any purchase preference over another MSME unit.
33.	Note: Above policy of extending benefits is meant for procurement of only goods produced and services rendered by MSMEs and not for any trading activities by them.
Price Negotiation	
34.	As a general norm price negotiations are not to be carried out with the bidders. Negotiations, if at all, shall be an exception and may be held for better pricing with the L1 bidder only and with the L2, L3, and so on bidders only in case of the split of the Services/Value.

Form 08: Financial Proposal Format

[To be submitted on Bidder Company's Letterhead]

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

- The **Illustrative utilization given in the section 9 Scope of Work** is only indicative – there may be deviations in requirement of quantity, configurations and brand.
- Bidders are requested to quote their best rate for each item, as per **Scope of Work** of this document.
- All the costs should be exclusive of all taxes & levies, Break-up of taxes, levies, duties must be mentioned in separate table. Tax/duty component should be separately mentioned.

To,

O/o. Dy.GM(E-PPMM)
AI Engineering Services Ltd.
MRO Complex, Near Gate 03,
RGI Airport, Shamshabad –
500108.

Sub: Financial Proposal for Selection of Service Provider for supply of Nitrogen and Oxygen gas at AIESL, MRO Complex, Shamshabad, Tender Ref. No : AIESL/HYD/PPMM/ENQ/03 Dtd: 29/05/2025

Dear Sir,

We are pleased to submit our Financial Proposal for supply of Nitrogen and Oxygen gas at AIESL, MRO Complex, Shamshabad, Tender Ref. No : AIESL/HYD/PPMM/ENQ/03 Dtd: 29/05/2025 and hereby declare that, we have read and understood all sections prior to submitting our best Financial proposal.

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

However If the Rate of GST is not mentioned, it will be presumed that the rate is inclusive of GST

PRICE BID FORMAT**(To be submitted in a Sealed Envelope)**

Ref No: AIESL/HYD/PPMM/ENQ/03

Date: 29/05/2025

Due Date: 09/06/2025

Sub: Supply of Nitrogen and Oxygen gas at AIESL, Shamshabad.

Due date and time: 09/06/2025, 1200 Hrs

Tender opening date and time : 09/06/2025, 1230 Hrs

Item Description	Quantity (A)	HSN Code	Unit rate in INR (B)	Total in INR (AxB)	GST% (C)	Net Rate in INR $D=(AxB)+(CxAXB)$
Nitrogen Gas	4200 CuM					
Oxygen Gas	504 CuM					
Nitrogen Gas (3000 PSI)	240 CuM					
Transportation charges to AIESL,MRO Complex, Shamshabad	24 Trips					
N2 gas Rental Charges /Cylinder/Day	43 Cylinders					
O2 gas Rental Charges /Cylinder/Day	2 Cylinders					

Note:

1. The basic Unit Rate offered shall be on Door Delivery Basis.
2. Basic Unit Rate shall be exclusive of GST.
3. The rate will be firm till completion Contract/Purchase order.
4. Materials should be supplied as per Call-off.
5. Please mention the region(Location) if you want to supply in one or more states.

Signature:

Name of the Authorized Signatory:

Seal of the Company:

Date:

Place:

8. Award of Contract**Award Criteria & AIESL's Right to accept/ reject any or all Bids**

1.	AIESL will award the Contract to the Bidder who has offered the lowest evaluated Bid price criteria, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Section 11 & 12 Bid evaluation and eligibility criteria; (b) determined substantive responsive.
2.	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.
3.	The bidder whose bid has been accepted will be notified of the award by AIESL prior to expiration of the Bid validity period through the "Letter of Acceptance/ Letter of Award", which will state the sum that AIESL will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract.
4.	The notification of award will constitute the formation of the Contract until the Formal Agreement is signed. The successful bidder shall execute Contract Agreement and sign the Integrity Pact (wherever applicable) with AIESL on non-judicial paper of appropriate value as per Stamp Act in the format appended within 28 days from the date of issue of Letter of Acceptance/ Letter of Award.
5.	<p>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:</p> <ol style="list-style-type: none">I. The Successful Bidder must convey acceptance of Letter of Award (LOA)/contract within 7 days of receipt of the same and provide their bank details with a cancelled cheque.II. The Successful Bidder must commence the Services within 14 days after execution of the Contract/Acceptance of LOA.III. The Successful Bidder shall execute the Contract within 14 days of acceptance of LOA. The cost towards the preparation and execution of the Contract shall be borne by the Successful Bidder.

**Form- 03
DECLARATION**

(On Letter head of Bidder)

To,

O/o Dy.GM (E-PPMM)
AI Engineering Services Ltd.
MRO Complex, Near Gate 03
RGI Airport, Shamshabad
Hyderabad, Telangana - 500108

M/s.....(name of Bidder) having its registered office at
----- (hereinafter referred to as 'the Bidder')
having carefully studied all the Tender document and agree to all terms and conditions
pertaining to the Services for **"Supply of Nitrogen Gas and Oxygen Gas** at AIESL, MRO
Complex, Shamshabad", and having undertaken to execute the said Services.

It is declared without any reservation whatsoever that:

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

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

Dated:

For and on behalf of the bidder

Form-4

Declaration regarding Class-I Local Supplier

NOT APPLICABLE FOR THIS TENDER REF: AIESL/HYD/PPMM/ENQ/03 Dated 29/05/2025

Form-5
Letter of Application
(On Letter Head of Bidder)

To,

O/o Dy.GM(E-PPMM)
AI Engineering Services Ltd. (AIESL),
MRO Complex, Near Gate 03,
RGI Airport, Shamshabad
Hyderabad, Telangana - 500108

Sir,

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

Signature

Name

For and on behalf of (Name of Applicant)

Form-6

Undertaking by Bidder towards Anti-profiteering Clause of GST Act / Rules

(To be submitted on letter head)

To,

O/o Dy.GM(E-PPMM)
AI Engineering Services Ltd. (AIESL),
MRO Complex, Near Gate 03,
RGI Airport, Shamshabad
Hyderabad, Telangana - 500108

Sub: Supply of Nitrogen gas and oxygen gas at AIESL, MRO Complex, Shamshabad

Dear Sir,

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

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Form-7

Format for declaration by the Bidder – Bank Insolvency

“Self-Declaration by the Bidder on Letter Head”

To,

O/o Dy.GM(E-PPMM)
AI Engineering Services Ltd. (AIESL),
MRO Complex, Near Gate 03,
RGI Airport, Shamshabad
Hyderabad, Telangana - 500108

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

*Strike out if not applicable

(Seal & Signature of Bidder)

Form 09

BIDDER'S COMPANY INFORMATION

To,

O/o Dy.GM(E-PPMM)
AI Engineering Services Ltd. (AIESL),
MRO Complex, Near Gate 03,
RGI Airport, Shamshabad
Hyderabad, Telangana - 500108

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

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

Form 10

EVALUATION CRITERIA - TECHNICAL BID

To,

O/o Dy.GM(E-PPMM)
AI Engineering Services Ltd. (AIESL),
MRO Complex, Near Gate 03,
RGI Airport, Shamshabad
Hyderabad, Telangana - 500108

Evaluation Criteria: Technical Bid

1. The Bidders must meet all the mandatory technical qualification criteria as listed in Section 11 of this tender. Should a bidder fail to comply with one or more of the mandatory criteria, his bid will not be evaluated any further.
2. The Bidders are to provide the detailed write-up under each item of their offered product listing the main / special features of each process / function including references / whichever and wherever applicable, along with process flow charts and screen shots, to support their compliance claims made in response to the tender requirements / specifications. Attach separate sheets, as necessary.
3. AIESL would evaluate the responses based on the detailed information as provided. The decision of AIESL in this regard shall be final.

We also agree to the General & Specific Terms of Tender, Scope of work, Technical Bid Evaluation Criteria and Financial Bid Evaluation Criteria as prescribed in the bidding document.

Authorized signatory of the bidder: _____

Name: _____

Designation: _____

Bidder's Company Name & Seal: _____

Business Address:

Form 10 A

TECHNICAL BID FORMAT

To be printed on the Bidder's Company Letter Head

To,

O/o Dy.GM(E-PPMM)
AI Engineering Services Ltd. (AIESL),
MRO Complex, Near Gate 03,
RGI Airport, Shamshabad
Hyderabad, Telangana - 500108

Ref. No:

Date:

Dear Sir,

Sub: Technical Bid as per your Tender No. AIESL/HYD/PPMM/ENQ/03 Dated 29/05/2025

With reference to your tender AIESL/HYD/PPMM/ENQ/03 Dated 29/05/2025 for Supply of Nitrogen gas and Oxygen gas at AIESL, MRO Complex, Shamshabad, we hereby submit our **Technical Bid** as per requirements mentioned in **Section 10** and **11**.

We also agree to the General & Specific Terms of Tender, Scope of work, Technical Bid Evaluation Criteria and Financial Bid Evaluation Criteria as prescribed in the bidding document.

Thanking you,

Encl:

Authorized signatory of the bidder: _____

Name: _____

Designation: _____

Bidder's Company Name & Seal: _____

Business Address: _____

Form 11

EVALUATION CRITERIA - FINANCIAL BID

To,

O/o Dy.GM(E-PPMM)
AI Engineering Services Ltd. (AIESL),
MRO Complex, Near Gate 03,
RGI Airport, Shamshabad
Hyderabad, Telangana - 500108

Evaluation Criteria: Financial Bid

1. The financial 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 Financial bid as per Section 9(Scope of work) & Section 12(Financial bid Evaluation Criteria), and Form 8 of Section 12.
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 Financial bid must be exclusive of all applicable taxes and duties. The taxes and duties components applicable in the country of origin of the Bidder as well as that applicable in India for all the items of commercial bid format should be indicated clearly and separately in the Financial Bid. In case, no taxes are applicable, it should be indicated as 'NIL' or 'Zero' in the Financial 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. Withholding tax (applicable to foreign bidders) and TDS (applicable to Indian bidders) shall be deducted by AIESL on all payments, as per applicable Government of India rules & regulations.
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 of origin or in India during the period of the contract, the same shall be reimbursed to the bidder by AIESL on submission of proof of such payments.
8. Any other costs not quoted in the Financial bid, but which must be borne by AIESL for implementation of the bidder's solution, would be added to the total bid price for price comparison. The costs for this purpose will be taken from the prevailing market rate. The decision of AIESL in this respect would be final.
9. Unconditional discounts and credits, if any, would be adjusted in the total bid price for price comparison.
10. Conditional discounts and credits, if any offered in the Financial bid, will not be considered for price comparison.
11. Representations, if any, for modifications to the price quoted in the Financial bids will not be entertained after opening of the Tender.
12. Comparative evaluation of the Financial bids would be based on the costs computed in INR. The prices in Financial bid should be in INR only.

We also agree to the General & Specific Terms of Tender, Scope of work, Technical Bid Evaluation Criteria and Financial Bid 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

Formats for Certificates and Undertakings

Form 12 A

From Bidder's any Client / Customer

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

Ref. No:

Date:

To,

O/o Dy.GM(E-PPMM)
AI Engineering Services Ltd. (AIESL),
MRO Complex, Near Gate 03,
RGI Airport, Shamshabad
Hyderabad, Telangana - 500108

This is to certify that the (Name of the service offered in response to the tender) _____

_____ provided by M/s (Company name and address of Service provider)

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

_____ and has been in operation Since _____

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

Authorized Signatory of

the Client / Customer: _____

Name: _____

Designation: _____

Client / Customer's

Company Name & Seal: _____

Business' Address: _____

Form 12B

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

To be printed on the Parent Company Letter Head

Ref. No:

Date:

To,

O/o Dy.GM(E-PPMM)
AI Engineering Services Ltd. (AIESL),
MRO Complex, Near Gate 03,
RGI Airport, Shamshabad
Hyderabad, Telangana – 500108

With respect to Tender no. AIESL/HYD/PPMM/ENQ/03 Dt. 29/05/2025 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 ₹----- during the last financial year as stipulated in the AIESL tender no. . AIESL/HYD/PPMM/ENQ/03 Dt. 29/05/2025 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.

c) We shall provide Annual Turnover statement of our Company (i.e., Parent Company Named as " the parent company ")since we have given undertaking that we shall give guarantee of our subsidiary company in respect of contract with AIESL for the above-mentioned tender

Signature: _____

CEO of Parent Company

Name: _____

Name of the Company: _____

Seal / Stamp of the company: _____

Signature: _____

CEO of Subsidiary (Bidding) Company

Name: _____

Name of the Company: _____

Seal / Stamp of the company: _____

Form 12C

Bank Guarantee Format for Security deposit

To,

O/o Dy.GM(E-PPMM)
AI Engineering Services Ltd. (AIESL),
MRO Complex, Near Gate 03,
RGI Airport, Shamshabad
Hyderabad, Telangana - 500108

WHEREAS _____ (Name and address of Bidder)
(Hereinafter called "Bidder") has undertaken, in pursuance of Tender no. AIESL/HYD/PPMM/ENQ/03 Dt. 29/05/2025 (Herein after called "Contract") to deliver all the Services comprised in the Contract and agree to abide by the terms and conditions of the Contract.

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a bank guarantee by a Scheduled Commercial bank in India recognized by you for the sum specified therein as Security deposit amounting to ₹ _____ (_____), 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 Tender No. AIESL/HYD/PPMM/ENQ/03 Dt. 29/05/2025 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 Tender documents which may be made between you and Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This Bank Guarantee shall be valid until the _____ day of _____ 20____

(Signature of the authorized officer of the Bank) _____

Name and designation of the officer _____

Date: (_____) Place: (_____)

Form 13

PRE-BID QUERY - TECHNICAL BID

To be printed on the Bidder's Company Letter Head

To,

O/o Dy.GM(E-PPMM)
AI Engineering Services Ltd. (AIESL),
MRO Complex, Near Gate 03,
RGI Airport, Shamshabad
Hyderabad, Telangana - 500108

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.

Sr. No.	Section No.	Clause No.	Query / Clarifications

Signature of the Bidder: _____

Name of the Bidder: _____

Company Name & Seal: _____

Business' Address: _____

Form 14
PRE-BID QUERY - FINANCIAL BID

To be printed on the Bidder's Company Letter Head

To,

O/o Dy.GM(E-PPMM)
AI Engineering Services Ltd. (AIESL),
MRO Complex, Near Gate 03,
RGI Airport, Shamshabad
Hyderabad, Telangana - 500108

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

Sr No.	Section No.	Clause No.	Query / Clarifications

Signature of the Bidder: _____

Name of the Bidder: _____

Company Name & Seal: _____

Business' Address: _____

Form 15

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

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

(On Bidder's Letter Head)

To,

O/o Dy.GM(E-PPMM)
AI Engineering Services Ltd. (AIESL),
MRO Complex, Near Gate 03,
RGI Airport, Shamshabad
Hyderabad, Telangana - 500108

I / We, the authorized signatory of M/s....., participating in the subject tender AIESL/HYD/PPMM/ENQ/03 Dt. 29/05/2025 for the item / job for supply of Nitrogen gas and oxygen gas at AIESL, MRO Complex, Shamshabad, do hereby declare the following:

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

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory..... .

Bidding Organization Name

Form 16

Format for self-declaration on "No Conflict of Interest"

To be submitted on Bidders Company's letterhead

To,

O/o Dy.GM(E-PPMM)
AI Engineering Services Ltd. (AIESL),
MRO Complex, Near Gate 03,
RGI Airport, Shamshabad
Hyderabad, Telangana - 500108

Subject: Undertaking for No

Conflict of Interest.Dear Sir,

In accordance with this RFP against Tender document AIESL/HYD/PPMM/ENQ/03 Dt. 29/05/2025,
we _____ Name of the firm wish to declare that

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

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

Yours faithfully,

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

Date:
Place: