

Bid Details:

NAME OF WORK: Supply and Installation of Electrical fixtures and Air conditioners installation Located at AI Engineering services Limited (AIESL), 1st Floor, Hangar No 3, Old Airport (OAP), Kalina, Santacruz (East), Mumbai 400029.

Pl. reply to:

**Sr. Asst. General Manager-PPMM,
AI ENGINEERING SERVICES LIMITED,
Gate no 2, Hangar no 3, Material Planning Division,
Old Airport Kalina, Santa Cruz East Mumbai- 400029.**

Email: naresh.n@aiesl.in

NAME:

ADDRESS:

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AIESL
AI ENGINEERING SERVICES LIMITED

DISCLAIMER

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

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

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

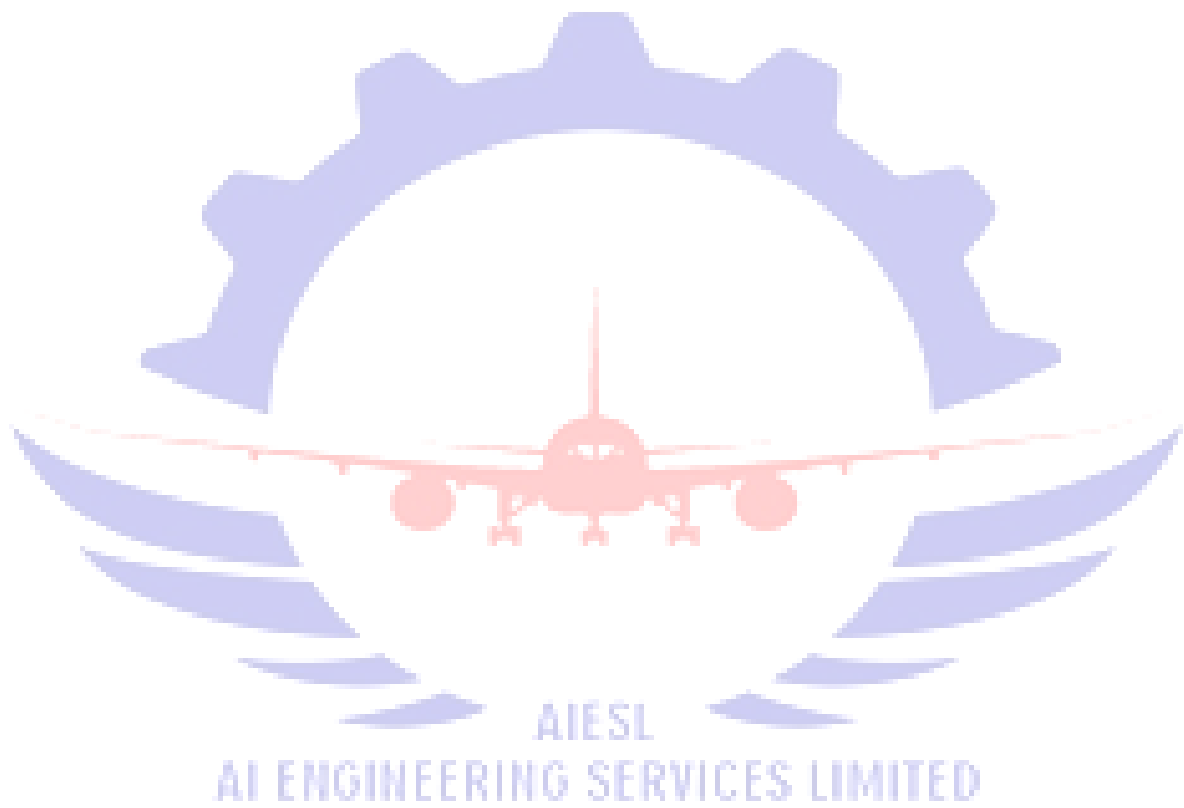
AI Engineering Services Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any or bidder upon the statements contained in this Tender. Any information/documents including information/documents pertaining to this Tender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

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

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

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SECTION I

NOTICE FOR INVITING TENDER

Sr No	Particulars	Detail
1	Name of the Work	Supply and Installation of Electrical fixtures and Air conditioners Installation Located at AI Engineering services Limited (AIESL), 1st Floor, Hangar No 3, Old Airport (OAP), Kalina, Santacruz (East), Mumbai 400029.
2	Estimated Cost	Rs. 7,19,127.00
3	Earnest Money Deposit	Rs.14,500.00
4	Performance Bank Guarantee/Security Deposit	5% of Contract Order Value
5	Work Completion Period	30 Days
6	Last Date of receipt of Pre-qualification application	As per GeM (Government E-Marketplace) portal only
7	Tender document Fee	NIL
8	Last date, Time and place for receipt of bids	Bids will be accepted through GeM only.
9	Availability of bidding documents	Available on GeM Portal
10	Validity of the Offer	Ninety (90) days from the date of submission of Bid.

For Further details, prospective bidders may please contact: -

Mr. Naresh Nagdeote, Sr. AGM (PPMM)

Email id: naresh.n@aiesl.in

Contact number – +91 9869903195

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

1.2 Technical bid shall include:

- Payment details towards EMD.
- MSME/MII units registered with NSIC under its Single Point Registration scheme/ Public Sector Units/Central/State Government undertakings would be exempted from the submission of EMD.
- All Bid pages should be duly signed and stamped by the bidder.
- All the mandatory supporting documents asked for in the technical bid.

1.3 Single Packet Bid is to be submitted online through GeM Portal only

1.4 Price bid shall include: Price quoted must be along with the BOQ (as per Annexure-B).

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

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

1.6 An authorized person, holding power of attorney shall sign the tender document.

1.7 Tender shall be filled in English and any alterations must be duly attested. Overwritten figures are not permitted.

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

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



SECTION II

SCOPE & DESCRIPTION OF WORK

1) The scope of work for the Supply and installation of electrical fixtures and fittings at the AIESL stock room and associated area (R&D area, stock/dark rooms, cabins, inspection room, office workstations) includes all necessary activities related to the installation, testing, and commissioning of electrical systems.

2) The scope of work for the installation of air conditioning (AC) units and supply of spares, accessories at associated areas (Stock/dark rooms and cabins) includes all necessary activities related to the installation, testing, and commissioning of AC systems.

Details of Work-Places:

AI ENGINEERING SERVICES LIMITED,
1st Floor, Hangar No 3,
Old Airport (OAP), Kalina,
Santacruz (East), Mumbai 400029

1. Supply and Installation of Electrical Fittings

1.1 Pre-Installation Activities & Assessment:

1.1.1 Electrical Load Calculation:

- a) Calculate the total electrical load requirements for the entire area (stock/dark room, cabins, R&D area, inspection room, office workstations) to determine necessary power supply capacity.
- b) Assess the current electrical system to identify any necessary corrections or modifications. Any findings should be reported to the authorized AIESL representative, along with proper justifications and a preliminary assessment for approval. Rectification work on the existing electrical system will only be permitted after receiving prior approval from AIESL. i.e. Checking of all existing electrical wiring, connection, fittings, MCB etc AND Replacement of all non-functional, damage electrical wiring, connection, fittings and MCBs.
- c) Ensure the electrical panel and wiring can support additional loads from the air conditioners, lighting, and any other electrical equipment's.

1.1.2 Routing and Layout Plan:

- a) Develop a layout for electrical wiring, power outlets, and light fittings, ensuring ease of access and safety.
- b) Plan and install dedicated circuits for the AC units, lighting, and any other equipment's.

1.2 Supply and Installation of Electrical Wiring and Power Distribution:

1.2.1 Wiring for Power and Lighting:

- Supply and install electrical wiring for power outlets, lighting fixtures, and equipment in each area.
- All materials supplied for the entire work should be from reputed manufacturers and must have comply with ISI standards.
- Ensure that the wiring is safely routed through conduits or other protective coverings to prevent damage and ensure compliance with safety standards.

1.2.2 Power Outlets and Switches:

- Install sufficient power outlets in all areas (stock room, cabins, R&D, inspection room, office workstations) to support operational equipment and air conditioners.
- Install switches for controlling lighting and equipment in each room, ensuring ease of use and compliance with safety standards.
- 3 Switch + 3 Socket with box to be installed for computer, printer and accessories connections as mentioned below

Sr No	Locations	UOM	Quantity
1	Stock room	Nos	2 (1 for each stock room)
2	cabin	Nos	4 (1 for each cabin)
3	R&D Area	Nos	2
4	Inspection room	Nos	1
5	Office workstation	Nos	3(1 for each workstation)

- Switch + Socket with box to be installed for Air conditioners as mentioned below

Sr No	Locations	UOM	Quantity
1	Stock room	Nos	4 (2 for each stock room)
2	cabin	Nos	4 (1 for each cabin)

- The bidder may provide a list of items such as accessories, fixtures, consumables, etc., along with their specifications, units of measurement (UOM), and quantities required to complete the electrical work, as detailed in **Annexure-C**.

Sr. No.	Description	Specifications	Unit	Quantity
1	Control Panel Box			
2	MCB			
3	cable			
4	Switch + Socket (with Box)			
5	pipe			
6	Junction Box			
7	Saddle Box			
8	Screw			
9	Rawal Plug			
10	Band 1 inch			
	*Additional items (to be specified by the bidder)			

* The items mentioned above have undergone a preliminary assessment for the electrical work. The bidder may propose any other items or requirements they consider necessary for the project, along with appropriate details and justifications.

1.3 Testing and Commissioning:

1.3.1 Electrical System Testing:

- Test all electrical circuits, outlets, switches, and lighting fixtures for proper functionality.
- Verify proper grounding and electrical safety measures for all installations.
- Perform load testing for the entire electrical system to ensure it can handle the combined load of air conditioners and other equipment.

1.3.2 Commissioning:

- Ensure that all power and lighting are fully functional and safe.
- Perform a final inspection and walk-through to confirm that all installations meet safety codes and operational requirements.
- Submit warranty certificates for all supplied materials.
- Submit final inspection and commissioning reports.

2. Installation and commissioning of Air Conditioning (AC) Units

2.1 Pre-Installation Activities:

2.1.1 Site Survey & Assessment:

- AIESL will supply a total of 8 Air Conditioning (AC) units, consisting of 4 split ACs and 4 window ACs.

- b) **Perform diagnostic checks on all eight AC units to confirm proper operation, and complete any required repairs or maintenance to ensure each unit is serviceable.**
- c) Conduct a site survey to verify the installation locations for the AC units, as outlined in the details provided below.

Sr No	Specification	Locations	UOM	Quantity
1	1.5-ton split AC	Stock/dark room	Nos	4 (2 for each stock room)
2	1.5-ton window AC	cabin	Nos	4 (1 for each cabin)

- d) Ensure the structural integrity of the installation areas (walls, ceiling, and floor) to support the AC units.
- e) Confirm that electrical supply capacity is adequate for the required number of AC units.

2.1.2 Preparation of Installation Locations:

- a) Ensure that the installation areas are clean, accessible, and ready for installation (e.g., marking holes for wall-mounted units, ensuring adequate space for ductwork or piping if applicable).
- b) Organize the transfer of AC units from the storage area, ensuring proper handling of all equipment.
- c) **Supply and installation of a hygrometer, including a NABL-accredited calibration certificate.**
- d) Supply and install fixtures, accessories, and equipment in each area as necessary for the AC installation work.
- e) All materials supplied for the entire work should be from reputed manufacturers and must have comply with ISI standards.

2.2 Installation of AC Units:

2.2.1 Stock Room AC Installation:

- a) Install **two 1.5-ton air conditioners (split AC)** in each stock room **with hygrometer** to regulate temperature and humidity.
- b) Mount the AC units on the ceiling or walls (depending on design) with necessary brackets and supports.
- c) Ensure the refrigerant piping and electrical connections are installed per manufacturer specifications.

2.2.2 Cabin AC Installation:

- a) Install **four 1.5-ton air conditioners (window AC)** in each cabin.
- b) Mount the AC units on the walls or ceilings (depending on the design and space constraints) with necessary brackets, wood framing and supports.
- c) Ensure correct positioning of air conditioners to provide optimal airflow and temperature control.

2.2.3 Ducting and Piping:

- a) Supply and install necessary ductwork or refrigerant piping between the units and the outdoor compressor.
- b) Ensure proper insulation for refrigerant pipes and ducts to prevent energy loss and maintain efficiency.
- c) The bidder may provide a list of items such as accessories, fixtures, consumables, etc., along with their specifications, units of measurement (UOM), and quantities required to complete the AC installation work as detailed in **Annexure-D**.

No.	Description	Specifications	Unit	Quantity
1	Window AC 1.5-ton servicing (with consumable) and fitting & Wood Framing			
2	Split AC servicing (with consumable) and Fitting and Installation 1.5 Ton			
3	Copper tubing pipe			
4	Insulation			
5	Cable			
6	Outdoor Stand			
7	Drain Pipe			
8	White Patta			
9	Hygrometer with calibration certificate (NABL)			
	*Additional items (to be specified by the bidder)			

* The items mentioned above have undergone a preliminary assessment for the AC installation work. The bidder may propose any other items or requirements they consider necessary for the project, along with appropriate details and justifications.

2.3 Electrical Connections:

2.3.1 Electrical Wiring for AC Units:

- a) Provide dedicated electrical circuits for each air conditioning unit, ensuring the capacity and wiring are in compliance with BIS electrical standards.
- b) Connect each AC unit to the main electrical supply, using circuit breakers, fuses, and other protective devices as required.

2.3.2 Power Supply:

- a) Ensure that the power supply is capable of handling the load from all installed AC units.

2.4 Testing and Commissioning:

2.4.1 System Testing:

- a) Conduct thorough testing of each AC unit after installation to ensure proper cooling and functionality.
- b) Test the refrigerant levels, air flow, and temperature regulation in both the stock room and cabins.

- c) Confirm that all electrical connections are safe and functional, ensuring there are no issues with power supply or overheating.

2.4.2 System Optimization:

- a) Adjust settings (temperature, humidity, fan speeds) on each AC unit to meet the operational requirements for each area.
- b) Ensure that the stock room achieves and maintains the required temperature and humidity levels for aircraft spares storage.

2.5 Handover:

- a) Provide detailed documentation for the installation, including AC unit specifications, electrical connections, and maintenance schedules.
- b) Provide training for staff on the operation and basic troubleshooting of the AC units.
- c) Submit warranty certificates for all supplied materials.
- d) Submit final inspection and commissioning reports.

3.0 Service warranty:

- a) Service provider must provide warranty period of 01(One) year after successful completion of work and commissioning of equipment.
- b) Any defect during warranty period must be rectified free of cost without any liability top AIESL.

AIESL
AI ENGINEERING SERVICES LIMITED

For, AI Engineering Services

G. Veeretham
Dy.GM (PPMM), Grp-A
Old Airport, Mumbai

Signature of Bidder:

SECTION III

SPECIAL CONDITIONS

A) General Terms & Condition: -

1) Terms and Conditions governing the Bid:

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

2) Definitions:

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

- i The term 'AIESL', shall mean "AI Engineering Services Limited", a company incorporated under Companies Act 1956.
- ii The term "Bidder" shall mean the entity who has submitted the Bid through GeM portal for this Tender through its authorized signatory.
- iii The term "Contract" shall mean the agreement entered between AIESL and the conditions mentioned therein. as mentioned in the Tender. Successful Bidder, confirming its acceptance of the Tender, on the terms and
- iv The term "Days" shall mean the working days of AIESL.
- v The term "Services" shall mean the services to be provided by the Successful Bidder
- vi The term "Successful Bidder" or the "Service Provider"(SP) shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- vii The term "L-1" means Bidder with lowest quote, and "L-2" means Bidder with the second lowest quote.

3) Personnel proposed to be deployed for execution of work will be required to obtain necessary permissions/Entry/Exit Pass in order to perform their work at AI Engineering Services Limited (AIESL), Location at Old Airport (OAP), Kalina, Santacruz (East), Mumbai 400 029

4) Bidder must have experience for providing similar work & services.

5) The personnel deployed shall be provided with uniforms and identity cards by bidder. Bidder shall ensure that the personnel engaged carry with them, proper identity cards issued by you, at all times during execution of services.

6) Bidder shall responsible for obtaining Entry/Exit Pass and all other permissions if any to the personnel & Equipment proposed to be deployed.

7) Bidder will be ensure proper performance, conduct and behaviour of the personnel proposed

to be engaged for providing the required services

8) Bidder will be held responsible for any damage/loss to the Company caused due to the negligence of personnel deployed and shall compensate to the Company adequately against such losses which will be assessed and determined by the Company.

9) The personnel deployed by bidder shall be liable for security check by the CISF/AIESL Security Staff.

10) Bidder shall duly comply with all Acts, laws and other statutory rules, regulations, bye-laws as applicable or which might be applicable.

11) In case, while on duty and during the course of engagement in the work premises of the Company under this contract, it is responsibility of service provider to observe all safety precautions and if any of the personnel deployed by bidder meet(s) with any injury indisposition due to accident or other natural calamities, bidder will ensure that immediate and adequate medical aid viz. First-aid and subsequent treatment facilities are provided to the person(s) concerned without fail. The accident /incident liability during the course of work is the sole responsibility of Service Provider, and insurance of the personnel will be under the purview of the Service Provide alone.

12) Bidder will perform the work assignments to the best satisfaction of the Company. In case of unsatisfactory performance, intimation will be given in writing to you and the Company reserves the right to cancel the Contract forthwith. In that event of legal payments being made to the personnel deployed by you, the same shall be fully recoverable from you.

13) The Bidder shall be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to his employees. The Bidder shall duly comply with all Central and State Acts, laws including Contract Labour (Regulation and Abolition) Act, 1970 or other statutory rules, regulations, bye laws as applicable or which might be applicable.

14) The Bidder shall at all times indemnify and keep indemnified AIESL against any /all claims under the Workmen's Compensation Act; Payment of Wages Act, Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other Act(s) or statutory amendments / modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury /death sustained by any worker or other personnel of the Bidder or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made there under, by any person whether in the employment of the Bidder or not, who provided or provides the said Services under this Agreement.

15) The Bidder shall undertake to comply with the applicable provision of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this Agreement. The Bidder shall further observe and comply with all Government Laws concerning employment of staff employed by the Bidder and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Bidder is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of Law.

16) At no stage of the Contract shall the employees of the Bidder be deemed to be employees of AIESL the Bidder shall be liable not only to pay wages to his employees but overtime, any compensation, notice pay, gratuity or bonus as payable and the Principal Employer shall not be held liable for any obligation of the Bidder. Further the Bidder shall be responsible for providing facilities such as canteen, transport and medical to his employees as it shall not be binding on AIESL to provide these facilities to the persons deployed by the Bidder. The Bidder shall make arrangements to provide proper and valid identity cards to the employees.

B) Submission of Bid

Technical Bid:

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

Price Bid:

- i. Price bid should be submitted strictly as per Format of Price Bid Annexure D in Section "IV", through GeM portal.
- ii. If for some reason, the Bid Due Date/Time or the Bid opening date is declared a holiday, then the Bid Due Date/Time or the Bid opening date will automatically stand extended to the same timings of the next working day. In the event of the receipt of the Bid after the Due Date/Time, the Bid shall be rejected. AIESL reserves the right to reject any Bid in part or full or annul the Tender process without assigning any reasons.
- iii. The prices in the Price Bid must be clearly typed both in words and figures without any error.
- iv. Bidders are advised to study the Tender carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the tender with full understanding of its implications.

- v. The issue of this Tender does not imply that AIESL is bound to select a Bidder. Notwithstanding anything contained in this Tender, AIESL reserves the right to reject any Bid and to annul the Bidding process and/or reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof. If AIESL rejects or annuls all the Bids, it may, at its sole discretion, invite all eligible Bidders to submit fresh Bids hereafter.
- vi. Bidders shall bear their own costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery Fees, expenses associated with any demonstrations or presentations which may be required by AIESL or any other costs incurred in connection with or relating to their Bid. All such costs and expenses will remain with the Bidder and AIESL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this Tender process.
- vii. No bidder shall submit more than one Bid against this Tender. In case more than one bid is received only the last submitted bid would be considered. Bids prepared by the Bidders contain all requisite information along with self-attested supporting documents as per details provided in the Technical Bid.
- viii. Bids prepared by the Bidder shall contain all requisite information along with self-attested supporting documents as per details provided in the Technical Bid.
- ix. AIESL reserves the right to accept or reject any or all Bids as well as to cancel the Tender, without assigning any reason or without any liability, whatsoever.
- x. If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail, and the total shall be corrected.

C) Commercial Conditions:

- i. The quoted rates must be inclusive of all costs towards labour, consumables, recommended spare parts, tools, equipment, instruments, transport, insurance, taxes etc. to execute the proposed work.
- ii. The offered rates shall be firm & valid for the period of 90 days from the date of award of contract.
- iii. Contractor will not do any extra work leading to any extra payment, without permission of Competent Authority. Any change in design, tech specifications, material etc. must be duly approved in advance.
- iv. 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.
- v. In case the taxes, levies and duties are not mentioned separately, the bid shall be considered as inclusive of taxes.

D) Payment Terms:

- 1) Payment will be processed within 30 days upon receipt of the original tax invoice and the corresponding work completion certificate.
- 2) Payment will be made in full upon completion of the job; no partial payments will be issued
- 3) Payment will be made through ECS mode.

- 4) Successful bidder is required to submit duly verified Bank Mandate form along with copy of relevant cheque leaf, duly cancelled to enable Accounts to make payment through ECS., NEFT etc.
- 5) TDS shall be deducted by AIESL from the payments, as per the applicable laws.

E) Amendment and Extensions:

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

F) Validity of Bid, Prices, Govt. Duties / Levies etc

- i. The price quoted by the Bidders shall be valid for a period of 90 (Ninety) days from the date of Technical Bid opening. Any Bid whose validity is less than 90 (Ninety) days shall be summarily rejected.
- ii. The price offered/agreed should remain firm till the completion of the Contract and subject to the terms of the Tender/Contract.
- iii. No request for increase in prices shall be entertained during the Contract Period, except on account of increase in GST or any other Government levy, if imposed by the Govt. of India or airport operator charges, provided the Successful Bidder submits a proof of payment for such increase to AIESL.
- iv. The Bidders should commit to pass on the benefit to AIESL of reduction in statutory taxes, etc., by the Government, during the period of Contract.
- v. During the Contract Period, if for any reason there is a downward revision in the prices, the Successful Bidder shall pass on the benefits of the same to AIESL.

G) AIESL's Rights & Discretions

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

- i. 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.
- ii. Consult with any Bidder to receive clarification or further information.
- iii. retain any information and/or evidence submitted to the AIESL by, on behalf of, and/ or in relation to any Bidder; and/ or
- iv. Independently verify, disqualify, reject and/or accept all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

v. 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.

H) Earnest Money Deposit (EMD):

- i. EMD amount is Rs. 14,500/- (Forten thousand five hundred Only)
- ii. Bidders should make on line payment of Rs: 14,500/- (Forten thousand five hundred Only) towards EMD through the payment gateway link provided below:
<https://forms.eduqfix.com/aiengineering/add>
 This payment gateway link is also available on the AIESL website: **www.aiesl.in**.
- iii. The Bidder should mention the Tender number along with his full name and address in the remarks of EMD.
- iv. If the Bidder is a MSE unit and claims exemption from submission of EMD, in such an event the Bidder must submit a copy of the relevant MSE certificate at the address mentioned in the tender along with the submission of the Technical Bid, for their Bid to be considered as per the Tender.
- v. EMD in any other mode other than what is specified above will not be accepted.**
- vi. EMD will not carry any interest.
- vii. EMD of unsuccessful Bidders will be refunded without any interest within 45 days of award of the contract in favour of the successful bidder.
- viii. EMD of the Successful Bidder will be adjusted in Security Deposit amount, after receipt of difference amount of Security deposit against the Contract in the form of a Bank guarantee or DD as Security Deposit against the Contract.
- ix. EMD of a Bidder will be forfeited if the Bidder withdraws or amends its Bid after the due date, impairs or derogates from the Tender in any respect, or declines to accept or honour the Contract if awarded in his favour within the Bid validity period. If the Successful Bidder fails to furnish Security Deposit within the specified period, its EMD is liable to be forfeited.
- x. AIESL reserves the right to reject / not consider the Bid if it has been received without EMD or proof of submission/details thereof or the EMD has been submitted in a mode other than as specified above, or a valid proof of exemption from submission of EMD has not been provided.

I) Exemption/ Preference to MSE units:

- i. As per Public Procurement Policy for Micro and Small Enterprises (MSEs) preference will be provided to MSEs as per the prevailing policy as formulated by Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSEs must be registered with any of the following to avail the benefits / preference available vide Public Procurement Policy MSEs Order,2012-
- ❖ District Industries Centres (DIC)
 - ❖ Khadi and Village Industries Commission (KVIC)
 - ❖ Khadi and Village Industries Board
 - ❖ Coir Board

- ❖ National Small Industries Corporation (NSIC)
- ❖ Directorate of Handicraft and Handloom
- ❖ Any other body specified by Ministry of MSME.
- ❖ Udyog Aadhaar
 - i. MSEs participating in the tender must submit the certificate of registration with any one of
 - ii. the above agencies indicating the details of the tendered item along with their bid.
 - iii. The MSEs registered with District Industries Centres must submit the acknowledgement of Entrepreneur Memorandum (EM) Part-II along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
 - iv. The Micro and Small Enterprises not registered for the trade/item for which this tender is relevant, would not be eligible for exemption / preference.
 - v. The registration certificate issued from any one of the above agencies must be valid as on close date of the tender.
 - vi. The MSEs, who have applied for registration or renewal of registration with any of the above agencies/ bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
 - vii. Exemption from submission of EMD.
 - viii. Security Deposit- The Successful Bidder (MSME/Non MSME) will be required to submit the security deposit as applicable on the Contract value. However, in case of MSE Bidders, the Security deposit/Bank Guarantee can be submitted on yearly basis renewable every year.
 - ix. Price Preference: The MSEs registered with above mentioned agencies/bodies for the tendered service and quoting price within price band of L1+15% (fifteen percent) shall also be allowed to supply a portion of requirement by bringing down their price to the price quoted by L1 in a situation where the price quoted by the L1 Bidder (the "L1 Price") is from other than an MSE and such MSE shall be allowed to supply up to 20 % (twenty per cent) of total Tendered value/service. In case of more than one such MSMEs are in the price band of L1 + 15% and matches the L1 Price, the 20% value shall be shared proportionately.
 - x. Preference for MSEs owned by Scheduled Castes or Scheduled Tribes (the "SC/ST MSE") – With in above given 20% (Twenty Percent) quantity, a purchase preference of four per cent (that is, 20 (twenty) per cent out of 20 (twenty) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs, if they participate in the Tender process and match the L1 price. Provided that, in event of failure of such SC/ST MSE to participate in Tender process or meet tender requirements and L1 Price, the four percent of the Tender services/value reserved for SC/ST MSE shall be met from other MSEs.

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

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

Where any aggregator has been appointed by the Ministry of MSME, themselves to Bid on behalf of some MSE units, such Bids will be considered as Bids from MSE units, and all such facilities would be extended to these also.

❖ An MSE Unit will not get any purchase preference over another MSE Unit. MSEs will also be entitled to the payment terms of 45 days credit.

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

J) Penalty Clause:

- i. Penalty for delayed deliveries: The tendered item is required for the purpose of AIESL's use. Timely delivery therefore, is of utmost importance. In case of delay in delivery, penalty for late delivery will be charged at the rate of 0.5 % per week after one month, on pro rata of basis or part thereof of the value of the undelivered portion of goods (excluding taxes and delivery charges) subject to a maximum of 10% of the value of the undelivered part. In the event of continued delayed supply, AIESL reserves the right to cancel the contract and to take the appropriate necessary action in its interest.
- ii. Penalty for substandard/defective quality/short supply: At the time of delivery/ acceptance of the items/goods if it is found that the items/goods so delivered are not as per the specifications given in the contract/purchase order then AIESL reserves the right standard penalty for delayed supply @ 0.5% per week or part thereof, subject to maximum of 10% would be applicable from the original delivery schedule.
- iii. However, in case of exigencies where such items are required to be accepted in spite of deviations from the specifications of contract/PO, then depending on the extent and nature of the deviations, such consignments may be accepted at the sole discretion of AIESL, by imposing an appropriate penalty subject to maximum of 15% of the invoice value of the lot.
- iv. In the event, supplies are found to be continuously deviated from the specification etc., AIESL reserve the right at it is sole discretion to cancel the contract/Purchase order, and to withhold payments for such supplies that have not been accepted.
- v. During work execution, damages caused to AIESL property due to service provider, cost of restoring will be fully borne by the service provider.
- vi. During work execution, any obstruction to the regular functioning at AIESL premises caused by vehicles/ items of vendor, penalty of Rs. 5000 per day will be charged.

K) Rejection of Bids (Technical Bid & Price Bid):

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

- i. In case both the Technical Bid& the Price Bid is not received through GeM portal.
- ii. Technical Bid and/or the Price Bid has been received after Due Date/ Time of the tender submission.
- iii. If only the Technical Bid has been received and the Price Bid has not been received, and vice versa.
- iv. If the Bid has been submitted without EMD or without declaration as per the eligibility,
- v. If any Price Bid or price information is mentioned in the Technical Bid.
- vi. If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or the submitted copies are

- illegible or the material unexplained and/or Bids not received as per the desired formats & Bidding instructions.
- vii. 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.
 - viii. If the price indicated in the Price Bid is Conditional.
 - ix. If the Price Bid is not submitted in the format as described in Annexure B Section 'IV', in the Tender.
 - x. In case the Bidder being an MSE unit as specified at Clause 'I' of Section 'III', fails to submit a copy of the relevant MSE certificate and the required Bid Security Declaration Form along with the technical bid.
 - xi. If the Bid has been received without the undertaking of acceptance of all terms & conditions.
 - xii. The above list is only illustrative and there can be other relevant grounds of rejection of Bids.
 - xiii. (If scanned copies of tender documents duly signed & stamped, towards acceptance of all terms & conditions of tender, are not attached).

L) Award of Contract/Agreement, Acceptance, Commencement / Execution:

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

- i. The Successful Bidder must convey acceptance of Letter of Intent (LOI) within 04 days of receipt of the same and provide their bank details with a cancelled cheque.
- ii. The Successful Bidder must commence the Services within 07 days after Acceptance of LOI.
- iii. The Successful Bidder shall execute the Contract within 15 days of acceptance of LOI. The cost towards the preparation, negotiation and execution of the Contract shall be borne by the Successful Bidder.
- iv. The successful bidder shall make an online payment of the Security Deposit (SD) / Performance Bank Guarantee (PBG), amounting to 5% (five percent) of the total contract value, within two (2) weeks from the date of award of contract, through the payment gateway link provided below:
<https://forms.edugfix.com/aiengineering/add>
 This payment gateway link is also available on the AIESL website: www.aiesl.in.
- v. The Bidder should mention the Tender number along with his full name and address in the remarks of SD/PBG.
- vi. **SD/PBG in any other mode other than what is specified above will not be accepted.**
- vii. This bank guarantee shall remain valid until the expiry of the warranty period for the services and the supplied goods, whichever is later.

M) Fraudulent Practices

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

- 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 to the detriment of the AIESL and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive AIESL of the benefits of free and open competition.
- iii. If a bidder is found indulging in corrupt/fraudulent practices, AIESL:
 - a) 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.
 - b) Shall declare a Bidder ineligible and blacklist such Bidder, either indefinitely or for stated period if it at any time, AIESL determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
 - c) Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent/corrupt practices during the currency of the Contract.
 - d) Bid Security Declaration will be applicable, or Security deposit shall be forfeited, as the case may be in addition the above-mentioned remedies which AIESL shall have.

N) Submission of Invoice:

Submission of Invoice:

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

Dy. General Manager- PPMM,

AI Engineering Services Limited GATE # 2,

Hangar#3, Production Planning & Material Management Division

Group-A, Old Airport, Kalina, Santacruz (East)-400029

O) Indemnification:

- i. The Service Provider shall indemnify AIESL against all liability arising out of any claim, penalty, loss damages or costs actually paid, suffered or incurred by AIESL pursuant to any injury or death to any person or by reasons of any damage to any property belonging to AIESL caused by the Service Provider's personnel deployed for the Services. In case, any such amount is not deposited/ paid to AIESL, the same shall be deducted from Security Deposit / Bills / Future payments due to the Service Provider, without prejudice to the other rights available to AIESL under any applicable law.
- ii. The Successful Bidder shall indemnify AIESL from all liability arising out of any claim, /Penalty, / loss or damages, including costs (including counsel fees and reasonable legal cost) thereof, arising out of any breach or violation by the Successful Bidder of any provisions of

any law, including but not limited to the intellectual property rights whether in India or any other country and labour laws governing the employees of the Successful Bidder.

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

P) Termination:

The Contract may be terminated in the following circumstances:

- i. The Contract shall expire upon the expiry of the Contract Period.
- ii. In case of unsatisfactory performance or breach of any of the clauses of the contract, AIESL shall issue a notice of 30 days to the Service Provider to rectify the breach and improve the Performance failing which AIESL shall be at liberty to terminate this Contract by providing 30 days written notice to the Service Provider. In such case, the Service Provider shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account.
- iii. In the event of breach of confidentiality, the Contract can be terminated by AIESL with a notice period of 1 (one) month.
- iv. Either Party may terminate the Contract, in the event the Force Majeure Event subsists for a period of more than 90 days.
- v. The Parties shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the Contract till the termination.

Q) Exit/ Termination of contract:

The PO / contract should include a termination clause as below:

- i. In case of unsatisfactory performance or breach of any of the clauses of this contract, AIESL would issue a notice of 30 days to the party to rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate this agreement by providing 30 days written notice to the party. The party shall not have any right to dispute or question the judgment of AIESL of unsatisfactory performance of the party.
- ii. Notwithstanding the above, AIESL shall also be at liberty to terminate this agreement for any reason including change in situation/circumstances, etc. by providing to the party 30 days written notice. The party shall also be at liberty to terminate this contract by providing to AIESL 30 days written notice. In such an event, the terminated party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.
- iii. In case the Service Provider serves the termination notice before exhaustion of 40% of the contract value or quantity, they will be debarred from participating in the immediate next tender for that item/service.
- iv. AIESL reserves the right to cancel entire or part of tender at any stage while execution with a prior notice of 30 days. The extent of such reduction shall solely be decided by AIESL, without assigning any reason thereof

R) Claims for Damages & Delay:

- i. AIESL shall promptly notify the Service Provider of any claims /deficiency on the part of the Service Provider arising under / out of the Contract.
- ii. In case the Service Provider, having been notified by AIESL, fails to take remedial action within the stipulated time as advised, AIESL may take a remedial action without any further notice, at the Service Provider's sole risk and cost. AIESL shall also levy damages /terminate the Contract

Signature of Bidder:

- iii. without prejudice to any other rights which AIESL may have under the Contract or under any applicable laws.
- iv. The penalty for delay delivery and installation will be charged from defaulting bidder at the rate of 1.5 per week and a maximum of 15 % of the value, which would be recovered from the invoice/ security deposit/ performance Guarantee or form of amount from the vender.
- v. In the event of continuous delay, AIESL reserve the right to cancel the purchase/ work order.
- vi. The major deviation in the specifications and compromise on quality would be dealt with separately including recovery of differential for the deviation besides the 15% penalty will be charged from vender.
- vii. In the event of Non-compliance with the tender condition, the AIESL shall be at liberty to take such additional cost as may be incurred by the supplier in replenishing it with supplies from other sources will be borne by the supplier himself. on doing so, the items/equipment's rejected will have to be taken back by the supplier at their own risk and cost.

S) Liquidated Damage:

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

T) Resolution of Disputes and Arbitration:

- i. 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.
- ii. 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.
- iii. The arbitration award passed under the arbitration shall be final and binding on the Parties.
- iv. The proceedings of the Arbitration shall be conducted in English language and place of arbitration shall be Maharashtra.
- v. Each Party shall bear their own cost with respect to such arbitration.

U) Jurisdiction:

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

V) Service Provider Condition:

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

W) Note:

- i. The Bidder may modify or withdraw their Bid after the Bid submission but prior to the date/time of opening of Bids subject to SOP for such activities in GeM, Last modified Bid by the Bidder shall be treated as the final Bid.
- ii. No Bid shall be modified/withdrawn after the date/time of opening of Bids. Withdrawal of a Bid after the date/time of opening of Bids shall result in application of Bid Security Declaration penalty action and forbidden of duly submitted EMD.
- iii. Bids of the Bidders who have sent such withdrawal notice in writing shall be returned on the day of opening of the Bids in a Sealed condition with note of acknowledgement to that effect from such Bidders.
- iv. All the pages of the Bid must be mandatorily signed and stamped by the authorized signatory and enclosed along with the supporting documents as required in the Technical Bid.
- v. The Bidders can download the Tender free of cost from GeM portal.
- vi. **Bidder may visit the site before submission of offer with prior appointment. Any clarification required, shall be raised on GeM portal or email to contact person given in tender enquiry.**

Signature of Bidder:

SECTION IV

Annexure -A

INFORMATION FROM BIDDER:

Please submit the relevant documents as part of Bid through GeM Portal only.

1. Details of Firm / Company:

Firm's name:

Address:

Contact No. and Email ID:

Contact Person:

Alt Contact Person:

PAN/GIR No. Detail

GST Registration No. with detail

2. Average Annual financial turnover during the last 3 years, ending 31st March.

3. Details of similar works done.

(Submit validation document)

Notes:

(A) The Bidder must submit documentary proof in support of each of the above conditions.

(B) Bidder may visit the site before submission of offer with prior appointment. Any clarification required, shall be raised on GeM portal or email to contact person given in tender enquiry.

(C) Conditional offers will not be accepted.

Signature of Bidder:

Annexure -B**Price Bid Format**

Sr No	Particular	To be quoted in INR
i	Supply, Installation and commissioning of Electrical Fixtures and Fittings for R&D area, store/dark rooms, cabins, inspection room, office workstations.	
ii	Installation and commissioning of air conditioning (AC) units for store/dark rooms and cabins.	
iii	Total (i + ii)	
iv	IN WORDS	

All prices quoted must include GST, Royalty and Any other taxes applicable.

I have fully understood the scope of work and agreed to abide by Terms & Condition of Bid document

Signed, Sealed & Delivered

Within the named _____

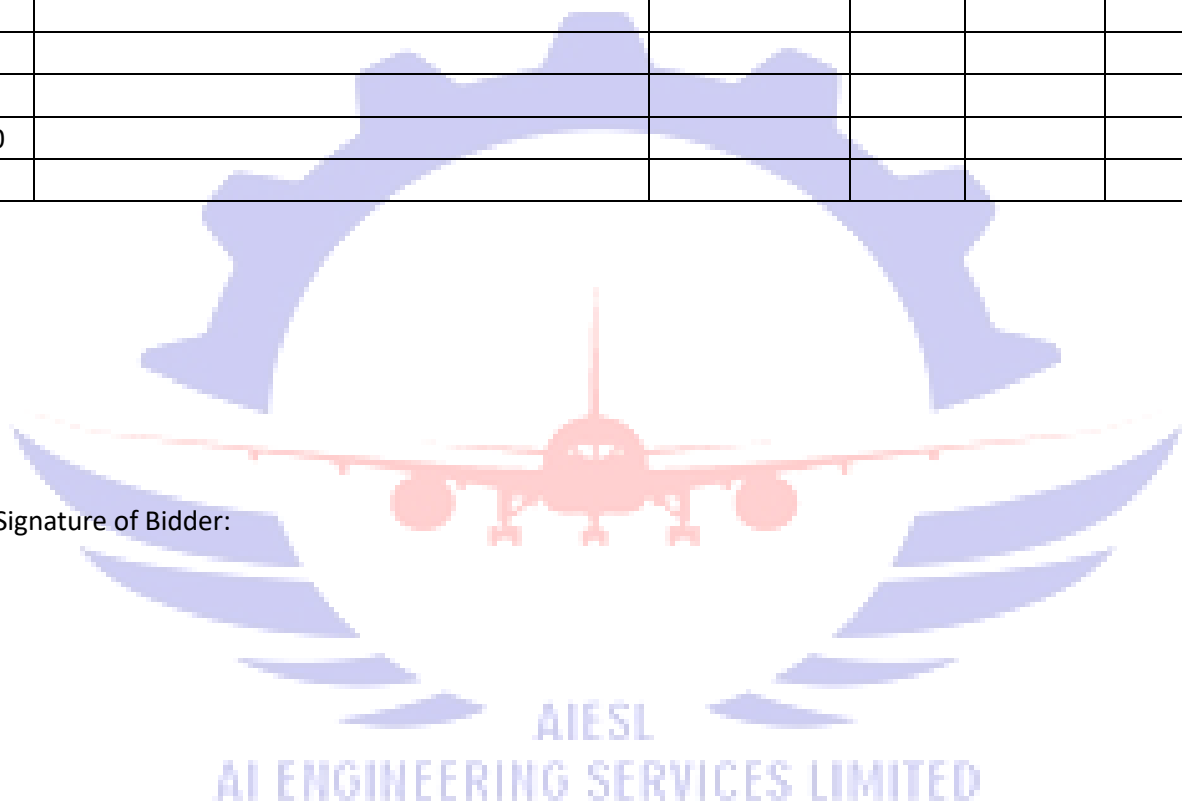
Through their Director / Proprietor / Representative

Annexure -C

List of items required for Electrical work

Sr. No.	Description	Specifications	Unit	Quantity	Remark
1	items (to be specified by the bidder)				
2					
3					
4					
5					
6					
7					
8					
9					
10					

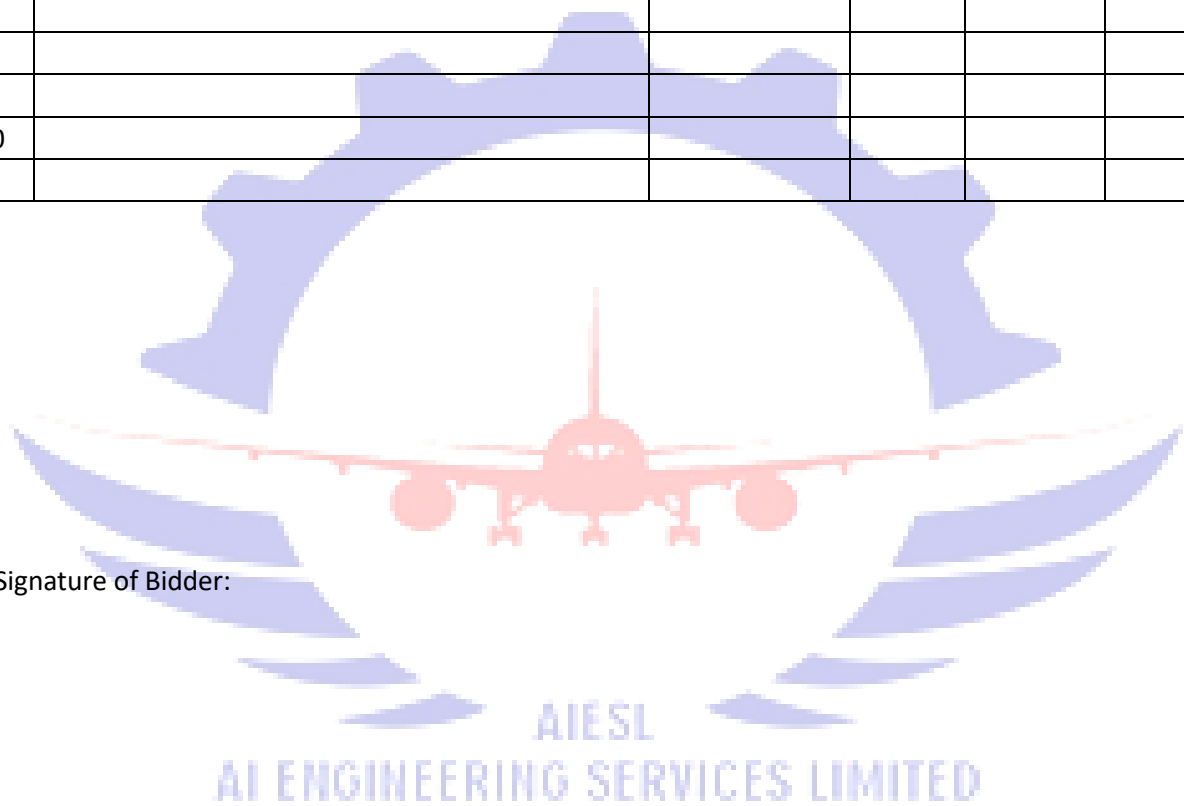
Signature of Bidder:



Annexure -D**List of items required for AC installation work**

Sr. No.	Description	Specifications	Unit	Quantity	Remark
1	items (to be specified by the bidder)				
2					
3					
4					
5					
6					
7					
8					
9					
10					

Signature of Bidder:



Annexure -E**Format for ACCEPTANCE OF TERMS AND CONDITIONS**

(ON THE OFFICIAL LETTERHEAD OF THE BIDDER)

I/We _____, hereby confirm that, I/We _____ have studied the entire Tender Enquiry Number for supply of (hereinafter referred to as "Tender Document").

I/We have understood all the Terms and Conditions of the Tender Document including all the Annexures, attached therewith and accept and agree to abide by all the Terms and Conditions of the Tender Document unconditionally.

We confirm that, the prices/rates and taxes as quoted by us in our Price Bid are final and no other additional costs shall be applicable to AIESL. We confirm that, if we are awarded the Contract by AIESL, the benefit of reduction in statutory taxes/levies, if any arising during the Term of Contract, if awarded in our favor would be passed on to AIESL, whenever applicable.

SIGNATURE OF AUTHORISED SIGNATOR

COMMON SEAL OF THE BIDDER

(Name: _____) (Designation: _____)

Date: _____ Place: _____


AIESL
AI ENGINEERING SERVICES LIMITED