

AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



Tender No.: AIESL/BOM/MMD/QDB/2026/33

DATE: 16.03.2025

COVERING LETTER

Subject: Tender for providing AS 9110C Lead Auditor Training Course for AIESL Staff.

- a) AI Engineering Services Limited (AIESL), Old Airport, Santacruz (E), Mumbai-400029 invites online bids through GeM portal from authorized agencies for providing AS 9110C Lead Auditor Training Course for AIESL Staff.
- b) **Description:** Tender for providing AS 9110C Lead Auditor Training Course for AIESL Staff.
- c) **Earnest Money Deposit:** Rs. 41,040/- (Indian Rupees Forty One Thousand Forty only) must be submitted by means of Cheque/DD/NEFT in favour of AI ENGINEERING SERVICES LIMITED, Account No. – 00600310007523, IFSC Code – HDFC 0000060) payable at Mumbai. EMD will not carry any interest and will be adjusted against security deposit.

In addition to existing specified form (i.e., Cheque/DD/NEFT) mentioned above for submission of EMD, the bidder can also submit the EMD through online AIESL Payment Gateway i.e <https://forms.eduqfix.com/aiengineering/add> .

1. DISCLAIMER:

- ✓ The information contained in this tender document or / and any information pertaining to the aforesaid subject matter provided subsequently to the applicants / bidders in any form by 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.
- ✓ The purpose of this tender document is to provide all bidders with the information that may be useful to them in the formulation of their proposals / bids in response to this tender document. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AIESL, do not purport to contain all / exhaustive information on the aforesaid subject matter that each applicant may require for the purposes of submitting their bids.
- ✓ The assumptions, assessments, statements and information contained in this tender document may not be complete, accurate, adequate or correct. Each bidder should, therefore, 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 document and shall obtain independent advice from appropriate sources at no cost to AIESL.
- ✓ The information provided in this tender document to the applicants is on a wide range of matters, some of which depend 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.
- ✓ 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 document.

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- ✓ 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 document, from time to time till close date of tender.
- ✓ The tender document does not imply that AIESL is bound to select a bidder or to appoint the selected bidder, as the case may be, and AIESL, reserves the right to reject all or any of the proposals without assigning any reason whatsoever at any time. The bidder shall bear any and all its costs associated with or relating to the preparation & submission of its proposal / 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 its proposals. 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 proposal, regardless of the conduct or outcome of the bid selection process as contained herein.

2. GENERAL TERMS AND CONDITIONS:

- ✓ 'AIESL' as used in the Tender document means 'AI Engineering Services Limited'.
- ✓ "Contract" means the agreement entered into between the Purchase and the Service Provider, as recorded in the contract form signed by the parties including all annexure thereto and appendices therein.
- ✓ "Tenderer" or Seller" or "Bidder" means as used in the Tender document, is one who has submitted the quotation in response to our tender document. It also means the individual or firm or company, who are manufacturers and suppliers, on whom the order for work is placed and shall be deemed to include their approved successors, heirs, executors and administrators, holding company/Group/Group Companies, Conglomerate as the case may be.
- ✓ It is further clarified that any individual signing the tender or other documents in connection with the tender must certify whether he signs as:
 - i) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
 - ii) A partner of the firm if it is a partnership must have authority to refer to arbitration and disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the tender should be signed by all the Partners.
 - iii) Constituted attorney of the firm, if it is a Company.
 - iv) Authorized signatory of the firm.

3. ONE BID PER BIDDER:

A Bidder shall submit only 'one [01] Bid' in the same Bidding Process as single entity. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:

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- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. Bidders are required to submit a confirmation for no conflict of interest with other bidders. Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

✓ Alternative Bids shall not be considered.

✓ Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details. & DIN Nos. and corresponding documents.

In case of Partnership / LLP: Bidder must submit copy of Partnership /LLP Deed.

In case of Public / Limited Company: Bidder must submit copy of Share Holding details of all shareholders.

✓ It is the responsibility of the participating Bidder(s) to assess the relationship as mentioned above. In case any undertaking/declaration given by a Bidder(s) in this regard is found to be false, this would be a sufficient ground for rejection of Bid(s) /termination of contract and also initiation of further action as per Corrupt/Fraudulent/ Collusive / Coercive Practice.

4. STANDARD TERMS & CONDITIONS:

- ✓ AIESL reserves the right to close the tender / reject any / all offers at any stage of tender at its sole discretion.
- ✓ AIESL reserves the right not to consider the bid of any Bidder, blacklist the Bidder for 3 (three) years, if it is determined / noticed at any stage during the tendering process or after release of Contract that the said Bidder has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive practice in order to bid / obtain the Contract. This will also have an impact on other Contracts / POs, the Bidder may have with AIESL where AIESL reserves the right to take appropriate action as deemed fit.
- ✓ AIESL reserves the right to reject / not consider at its sole discretion the bids of such bidders who have been involved in any litigation with AIESL in the last 3 years and / or are at present involved in any ongoing litigation or arbitration proceedings against AIESL. Further, those bidders who have records of poor performance during the last 3 (three) years, as on the date of submission of the bid, such as abandoning the work, rescinding of the contract for which the reasons are attributable to the non-performance of the Bidder or its constituents, inordinate delays in completion and/or have a consistent

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history of litigation / arbitration awarded against the Bidder or any of its constituents or financial failure due to bankruptcy etc. are liable to be disqualified.

- ✓ AIESL reserves the right to reject / not consider at its sole discretion the bids of such bidders have been blacklisted / debarred by any PSU, government bodies in India.
- ✓ Bidders are required to declare if they have any ongoing legal disputes with any government agencies such as Income Tax, EOW etc. Suppression / Misrepresentation of such facts whenever it comes to light would invite disqualification and AIESL reserves the right to take appropriate action as deemed fit including discontinuing business dealings with the party.
- ✓ 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.
- ✓ 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.
- ✓ The Price Bid of only those Bidders who are found technically suitable during technical evaluation would be opened. The opening date and time of Price Bids would be intimated to all the technically qualified Bidders to enable them to attend the price Bid opening.
- ✓ 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.

5. SPECIAL CONDITIONS:

- ✓ The location of work is Hangar/Apron areas, at Old Airport. The area is highly security sensitive, and service provider will be required to obtain entry pass from our Security dept.
- ✓ A qualified and responsible supervisor will always remain present at site, when the work is being carried out. He will ensure compliance of standard safety precautions and use of safety equipment.
- ✓ Equipment which are in fit to use and serviceable condition only shall be provided to AIESL. It will be the service provider's sole responsibility to attend break down of equipment, if any, during the operation.
- ✓ Safety of the service provider's personnel / equipment shall be responsibility of the service provider.

6. TENDER PROCEDURE:

- ✓ This tender is strictly a **Two Bid Tender** i.e. Technical Bid and Price Bid. **Both the bids are to be submitted through GeM portal. No other mode of submission will be acceptable.**

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- ✓ The close / due date for submission of bids may be extended at any time, including after the scheduled date of closing, at the sole discretion of AIESL.
- ✓ Amendments or extension of the close / due date, if any, to this tender will be informed via GeM portal.
- ✓ In their own interest, bidders are advised to submit bids, well before the close date / time of tender in order to avoid any last moment glitches. AIESL may not entertain any request for extension of close date and time and reserves the right to accept or reject any such request at its sole discretion.
- ✓ The bidder or their authorized representatives (maximum two) would only be permitted to attend the pre-bid meeting, if any.

7. CONTACT POINT:

For any clarification, please contact the following official.

For Technical Query:

Mr K Raghavan, QM-AS9110C, Email: k.raghavan@aiesl.in , Mobile: 9821111572

Mr Satish Singh, Dy. Engineer, Quality, Email: satish.singh@aiesl.in , Mobile: 9765116439

For Commercial Query:

Mr. Arghyadeep Bhattacharjee, Executive-MM (MMD), Email: arghyadeep.b@aiesl.in,
Mobile: 7278757581

8. AIESL 'S RIGHT TO EVALUATE ELIGIBILITY:

- AIESL reserves the right to require a bidder to submit documentary evidence, in the form and manner that AIESL deems appropriate, to prove that it continues to satisfy the Eligibility Criteria at any time:
 - a. after the last date of bid submission; or
 - b. prior to or after the issuance of the LOI or execution of the Insurance Contract, if such a Bidder is selected as the Successful Bidder.
- AIESL reserves the right to verify all statements, information and documents submitted by Bidders in response to the Tender Document. Any such verification or lack thereof by AIESL will neither relieve the Bidders of their obligations or liabilities nor affect any rights of AIESL under this Tender Document.
- If AIESL is of the opinion that the Bidder does not satisfy the eligibility criteria, then AIESL shall have the right to:
 - a. disqualify the Bidder and reject its Bid; or
 - b. revoke the LOI or terminate the Insurance Contract after acceptance of its Bid by issuing a written notice to the Bidder.
- AIESL's determination of a Bidder's eligibility shall be final and binding. AIESL shall not be liable, in any manner whatsoever, to the Bidder for a rejection of its Bid, the revocation of the Letter of Award (LOA) issued to it or the termination of the Insurance Contract executed with it. Furthermore, any losses suffered by AIESL as a result of such rejection, revocation, or termination, including but not limited to opportunity costs incurred by AIESL, shall be borne solely by the Bidder.

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9. HANDLING OF GRIEVANCES DURING THE TENDER PROCESS:

Any Supplier, Service Provider/ Contractor or consultant that claims to have suffered or is likely to suffer loss or injury as a result of a decision/action/omission of the Procurement Entity may make an application for its review within a period of Five (5) days to Dy. GM-PPMM in the email id- sd.shende@aiesl.in . Successful bidders may seek de-briefing regarding the rejection of their bid, in writing or electronically, writing Five (5) days of the declaration of techno-commercial or financial evaluation result.

- ✓ Only directly affected and participating bidders can raise a grievance.
- ✓ Grievances can be raised only for the stage in which the bidder is eligible.
- ✓ **After Pre-qualification:** Only pre-qualified bidders may raise issue about technical/financial bids.
- ✓ **After technical evaluation:** Only technically qualified bidders may raise issues about financial bids.

10. PRE-BID MEETING

- AIESL shall organize an online Pre-Bid meeting with all interested Bidders before the last date of bid submission to provide an understanding of the Bidding Process, the Services, the terms of the Insurance Contract and the services to be provided by the Insurer and to understand any queries, issues or suggestions that the Bidders may put forward.
- The Pre-Bid Meeting will be convened on the date and time specified in the GeM bid document.”
- A Bidder may nominate up to max. two representatives to participate in a Pre-Bid Meeting, provided that the Bidder has notified AIESL of its representatives along with its authority letter to AIESL at least two days prior to the Pre-Bid Meeting.
- Without prejudice to the foregoing Clauses, the Bidders will be free to seek clarifications and make suggestions for consideration of AIESL in the course of the Pre-Bid Meeting.
- AIESL shall endeavour to provide text of the questions raised and the responses, along with the minutes of the Pre-Bid Meeting and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process, within the date specified in the GeM Bid document.
- Any oral clarification or information provided by or on behalf of AIESL at the Pre-Bid Meeting will not have the effect of modifying the Tender Document in any manner, unless AIESL issues an Addendum for the same or AIESL issues written interpretations and clarifications. All such Addendum will be published on GeM portal.
- Attendance of the Bidders at the Pre-Bid Meeting is not mandatory and failure to attend the Pre-Bid Meeting will not be a ground for disqualification of any Bidder.

11. AMENDMENTS TO THE TENDER DOCUMENTS

Issuance of Addenda:

- Up to & until the date that is specified in the GeM bid document, AIESL may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by Bidder(s) at the Pre-Bid Meeting, amend the Tender Document by issuing an addendum.
- The Bidders are required to read the Tender Document with any Addenda that may be issued.

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- Each Addendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum.
- Any oral statement made by AIESL or its advisors regarding the Bidding Process, the Tender Document or the Services or on any other matter related to the Scheme, shall not be considered as amending the Tender Document.

12. AVAILABILITY OF INFORMATION

- The information relating to or in connection with the Services, the Bidding Process and the Tender Document, including all notices issued by AIESL to all Bidders in accordance with this Tender Document; queries and responses or clarifications; minutes of the Pre-Bid Meeting, addenda and/ or the revised Tender Documents shall be uploaded on the GeM portal and the AIESL website and remain published until the last date of bid submission.
- If, at any time prior to the last date of bid submission, a Bidder faces any technical issue or technical error in accessing the GeM portal, AIESL shall not be responsible and the responsibility to bid on the GeM in time shall be the responsibility of the bidder(s).

13. CORRESPONDENCE WITH BIDDERS:

- Save as expressly provided in these Tender Documents, AIESL will not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise.

14. LANGUAGE OF THE BID:

- The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged between the Bidder and AIESL shall be **only in the English language**.
- Any printed literature/ document furnished by the Bidder, if asked for by AIESL as a part of the bid submission documents, may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English in which case, for the purposes of interpretation of the Bid, the English translation shall prevail. In all such cases, the translated literature/ document shall be duly notarized by a public notary. Supporting materials which are not translated into English may not be considered by AIESL during the bid evaluation.

15. DUE DILIGENCE BY THE BIDDER:

- The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Tender Documents at its own cost.
- AIESL shall not be liable to the Bidder for any consequences pursuant to the Bidder's failure to undertake its own due diligence and reliance solely on the information provided in this Tender Document.
- It shall be deemed that by submitting a Bid, the Bidder has:
 - ✓ made a complete, independent and careful examination of the Tender Document and unconditionally and irrevocably accepted the terms thereof.
 - ✓ made careful examination and research of all required information, inputs, conditions, circumstances and factors that may have any effect on its Bid.
 - ✓ received and reviewed all relevant information provided by AIESL, as may be relevant to the Bid.

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- ✓ evaluated and accepted all the risks, contingencies and other circumstances which may influence or affect the operations under the Tender and agreement.
- ✓ accepted the risk of inadequacy, error or mistake in the information provided in the Tender Document or furnished by or on behalf of AIESL relating to any of the matters related to the Bidding Process or scope of services.
- ✓ satisfied itself about all matters regarding the Bidding Process and the scope of services, required for submitting an informed Bid, in accordance with this Tender Document and performance of all of its obligations.
- ✓ acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Document or ignorance of any of the matters related to the Bidding Process or the scope of services shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from AIESL or a ground for termination of the Agreement by the Successful Bidder; and
- ✓ agreed to be bound by the undertakings provided by it under and in terms hereof.

16. SIGNING OF THE BID

Each Bid including all its pages must be typed or written in indelible ink and should be physically signed by the authorized signatory of the Bidder.

17. EARNEST MONEY DEPOSIT:

Rs. 41,040/- (Indian Rupees Forty One Thousand Forty only) must be submitted by means of Cheque/DD/NEFT in favour of AI ENGINEERING SERVICES LIMITED, Account No. – 00600310007523, IFSC Code – HDFC 0000060) payable at Mumbai. EMD will not carry any interest and will be adjusted against security deposit.

In addition to existing specified form (i.e. Cheque/DD/NEFT) mentioned above for submission of EMD, the bidder can also submit the EMD through online AIESL Payment Gateway i.e <https://forms.eduqfix.com/aiengineering/add> .

Submission of EMD shall be valid only till due date and time of bid submission. No request shall be entertained regarding submission of EMD after due date and time of bid submission and submitted bids will be outrightly rejected.

- 17.1 Bid must be accompanied with earnest money deposit (i.e Earnest Money Deposit (EMD) also known as Bid Security) in the form of ‘Demand Draft’ / ‘Banker’s Cheque/ Online banking transaction / Insurance Surety Bond’ / ‘Fixed Deposit Receipt’ [in favour of AI Engineering Services Limited payable at Mumbai] or ‘Bank Guarantee’. Bidder shall ensure that EMD submitted in the form of ‘Bank Guarantee’ should have a validity of at least ‘two [02] months’ beyond the validity of the Bid. EMD submitted in the form of ‘Demand Draft’ or ‘Banker’s Cheque’ should be valid for three months.
- 17.2 Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.
- 17.4 AIESL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a ‘Bank Guarantee’, the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with ‘Reserve Bank of India’ as Scheduled Foreign Bank. However, in case of ‘Bank Guarantee’ from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred

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Crores] and a declaration to this effect should be made by such commercial Bank either in the ‘Bank Guarantee’ itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.

17.5 Unsuccessful Bidder’s EMD will be discharged/ returned as promptly as possible, but not later than ‘thirty [30] days’ after finalization of tendering process.

17.6 The successful Bidder’s EMD will be discharged upon the Bidder’s acknowledging the ‘Award’ and signing the ‘Agreement’ and furnishing the ‘Security Deposit’.

17.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:

- (a) If a Bidder withdraws his Bid during the ‘Bid Validity Period’
- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
- (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
- (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt of the “Notification of Award” / Fax of Acceptance [FOA]”,
 - (ii) furnish “Security Deposit”,

17.8 In case EMD is in the form of ‘Bank Guarantee’, the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

17.9 **EXEMPTION OF EMD:**

The bidders seeking EMD exemption must submit the following valid supporting documents for the relevant category with the Bid:

- Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process.
- Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption.
- KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation.
- Sellers / Service Provider having annual turnover of ₹ 500 Crore or more, at least in one of the past three completed financial year(s).
- Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.

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- Central / State PSUs.
- MSEs/MII units registered with the NSIC under its single point registration Scheme/Public Sector Registered with Udyog Aadhar Memorandum (UAM).

17.9 Bidders are required to submit relevant document for exemption from furnishing Earnest Money / Bid Bond.

17.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BGCL. The forfeiture amount will be subject to final decision of BGCL based on other terms and conditions of order/ contract.

17.11 **Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.**

18. SUBMISSION OF BIDS:

Technical Bid:

- ✓ Bidders are advised to study carefully the Terms & Conditions as given in this tender document and submit their **technical bid** accordingly.
- ✓ Bidders are required to download all the documents. Wherever applicable the documents are to be duly filled in with the required details. The filled-in documents along with supporting documents, if any, need to be uploaded on **GeM portal** for technical evaluation purpose. **Uploading of required Documents is mandatory. The documents should not mention any rates / prices. else bidder will be disqualified during technical evaluation.**
- ✓ Bidders are **required to give their acceptance of the terms and conditions as per Documents.** Any deviation from the terms and conditions may lead to disqualification of the submitted bid.
- ✓ The bidder should submit their bid in line with the tender document only or else the same would be liable for rejection.
- ✓ AIESL reserves the right to change this date of opening at its own discretion.
- ✓ **All the supporting documents, as specified in the tender documents that are required for compliance of bid must be submitted with the technical bid.**
- ✓ AIESL reserves the right to call for the original copies of the attached / submitted documents in the technical bid for verification purpose during the evaluation stage. The Technical Bids would be evaluated for compliance in accordance with the tender document. The User Department of AIESL reserves the right at its sole discretion to seek clarification for shortcomings in information/documents from the bidders as deemed necessary for the purpose of evaluation of the bids.

Price Bid:

- ✓ Bidders are required to **quote for the entire tendered quantity.**
- ✓ AIESL will not accept inclusion of any additional costs, if requested for, after closing of the tender.
- ✓ Submission of incorrect or incomplete information or with arithmetical errors in compilation of the data would be at the bidder's sole risk. The decision of AIESL in such cases would be final and binding.

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- ✓ **Total Price considering the required quantities mentioned in work scope quoted in GeM Portal shall only be considered for award. Hence, bidders are advised to quote carefully so that there is no discrepancy arises between financial breakup and quoted price in GeM Portal.**

19. VALIDITY OF QUOTATION, PRICES, GOVT. TAXES / GST

- ✓ The price offered / agreed should remain firm till completion of the contract.
- ✓ No request for increase in price shall be entertained during this period except on account of increase in GST or any other Government levy, if imposed by the Govt. of India. Proof of payment for such increase is to be submitted to AIESL by the successful Bidder.
- ✓ The Bidders should commit to pass on the benefit to AIESL of reduction in statutory taxes, etc. by the Government, during the period of validity of the Contract.
- ✓ During the contract period, if for any reason there is a downward revision in prices, the successful bidder will be responsible for passing on the benefits to AIESL.
- ✓ Increase in Govt. Taxes / GST etc. or any new levies, if imposed by the Govt. of India / State Govt. / Local Bodies, during the contract period will be borne by AIESL, if requested for, by the Successful Bidder/s. However, such request will be considered only if it is substantiated with copies of valid documentary proof of the same and **only if the bidder/s has quoted their rate giving the break-up of Govt. Taxes / GST in their price bid.**

20. AMENDMENTS / EXTENSIONS:

- ✓ AIESL reserves the right to, amend any part / terms and conditions of the tender / extend the due date at its sole discretion.
- ✓ Amendments and clarifications, if any, to this tender will be hosted on the GeM Portal & will be published on website of AI ENGINEERING SERVICES LIMITED. AIESL will not intimate the tenderers individually of the same. The tenderers are, therefore, advised to visit GeM portal / AIESL website regularly till the date of closing of the tender. The last amendment, if any, will be hosted a minimum of seven days before the closing date of the tender.
- ✓ Amendments, corrigendum, if any, and any extensions of the due date of opening of the Bids, as per the requirements of AIESL, will be uploaded in GeM.

21. ZERO DEVIATION AND REJECTION CRITERIA:

Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame, then its Bid shall be evaluated based on the documents available in the Bid.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted.

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No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre existed bids and which have not undergone change since then.

REJECTION CRITERIA: Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security / Bid Security declaration, as applicable
- (c) Documents as specified in Pre-Qualification Criteria (PQC).
- (d) Specification & Scope of Work
- (e) Schedule of Rates / Price Schedule / Price Basis
- (f) Duration / Period of Contract/ Completion schedule
- (g) Period of Validity of Bid
- (h) Security Deposit
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Any other condition specifically mentioned in the tender document elsewhere that noncompliance of the clause lead to rejection of bid.

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

22. MODIFICATION AND WITHDRAWAL OF BIDS:

- The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.
- No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD / invocation of action as per Bid Security declaration and rejection of Bid.
- The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

23. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

- AIESL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for AIESL's action.
- Further, following decisions of AIESL shall not be subject to review:
 - a) Determination of the need for procurement.
 - b) Selection of the mode of procurement or bidding system.
 - c) Choice of selection procedure.
 - d) Provisions limiting participation of bidders in the procurement process.

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- e) The decision to enter into negotiations with the L1 bidder.
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements.
- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ service provider; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

24. CONFIDENTIALITY:

- Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such a process until the award to the successful bidder.
- Any effort by the Bidder to influence AIESL in the 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

25. BENEFITS / PURCHASE PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSES)/MII'S:

Applicable as per the GeM Policies.

In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

“In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re- classification, for a period of three years from the date of such upward change”.

Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefits. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

The benefit of policy is not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

26. BID VALIDITY:

- Bids shall be kept valid for period specified in GeM Portal from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by AIESL as 'non-responsive'.

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- In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period on GeM portal. The request and the responses thereto shall also be made in writing or by email (outside GeM, if required). After opening of price bids in GeM Portal, the extension (outside GeM, if any) will be regularized through GeM with L-1 bidder. Bidder may refuse the request without forfeiture of his EMD/Bid Security.
- A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of its EMD for the period of the extension in all respects.

27. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE:

- ✓ The Bidder/s who qualifies for award of Contract will have to deposit with AIESL 5 % (Five percent) of the total value of the Contract, as Security Deposit (SD) within 5 days of notification of notification of acceptance of bid and communication of contract. This SD will be free of interest. In case, the SD is not deposited in time, the bills shall not be processed for payment till the SD is paid.
- ✓ The Applicable Security Deposit / Performance Bank Guarantee must be submitted by means of Cheque/DD/NEFT in favour of AI ENGINEERING SERVICES LIMITED, Account No. – 00600310007523, IFSC Code – HDFC 0000060), payable at MUMBAI.
- ✓ **In addition to existing specified form (i.e. Cheque/DD/NEFT) mentioned in tender documents for submission of Security Deposit/ Performance Bank Guarantee, the successful bidder can also submit the Security Deposit/ Performance Bank Guarantee through online AIESL Payment Gateway i.e <https://forms.eduqfix.com/aiengineering/add>**
- ✓ The SD is applicable to all bidders including MSME's / Startups.
- ✓ In case of submission of Security Deposit/Performance guarantee is to be paid by way of Account Payee Demand Draft, banker's Cheque, ECS, Bank Guarantee issued from any Commercial Bank, Fixed Deposit Receipt from any Commercial Bank for an equivalent amount in favour of AI Engineering Services Limited and payable at Mumbai.
- ✓ It may please be noted that the original BG has to be forwarded by the Bank directly to AIESL through registered AD as per the detailed procedure which will be advised to the successful bidder. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the successful bidder/s.
- ✓ In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / bank guarantee be invoked.
- ✓ The Security Deposit / Bank Guarantee will be refunded / returned without interest within 60 days of successful completion of services against the Contract after adjusting for penalties, if any, that may be imposed under the terms of the Contract.
- ✓ Validity of the BG would be for an additional period of 60 days after the scheduled completion of all obligations under the Contract.

28. PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L 33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME):

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Not Applicable for this tender.

29. EVALUATION CRITERIA:

Evaluation of the Price Bids shall be carried out on overall L1 basis. i.e overall L1 will be evaluated for the complete job mentioned in BOQ excluding GST. Based on the evaluation of techno-commercially qualified bidders, the contract will be awarded to the overall L-1 bidder.

In case of a tie at the lowest bid (L1) position between two or more bidders, the order will be placed as per the available GeM policy.

Purchase preference Class-I local supplier will be given as per PPP-MII Policy.

Technical Bids:

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.

Price Bids:

The Price Bids of only those bidders who qualify as per the requirements of Technical Bid would be opened.

30. OTHER TERMS & CONDITIONS:

- ✓ **Force Majeure:**
- ✓ The Bidder / Successful Bidder /AIESL (herein referred to as Party / Parties) shall not be liable for, nor be in default by reason of any failure or delay in discharge of its obligations under this Tender / Contract, where such failure or delay is caused by any act, including but not limited to any act of God, action or inaction of government authorities, fire, flood, gales, storm, lightning, earthquake, explosions or other catastrophes, accidents, weather, power failure or shortage of power, riot, war (declared or undeclared), warlike operations, act of terrorism, boycott, embargo, rebellions, sabotage, epidemics, quarantines, lock out, restrictions on travel based on travel advisories of any governmental entity, unavailability of the usual means of transportation, hostilities, revolution, civil commotion or public disorder or any other cause beyond its control.
- ✓ The Party encountering and affected by such causes and event shall inform the other in writing immediately of such an occurrence event and shall use its best reasonable efforts to minimize the economic and other effects and rectify as soon as possible any harm or delay created thereby shall reasonably allocate its available resources, giving priority to their obligations under this Contract.
- ✓ For the avoidance of any doubt, it is clarified that, payment obligations of AIESL shall be excused due to an event of Force Majeure.

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- ✓ **Interpretation:** In the event of any difference in the interpretation of any of the clauses of the Contract / Purchase Order / Agreement and / or the Tender documents, the clarification given by **Chief Procurement Officer**, AIESL shall be final and binding.
 - ✓ **Arbitration:** Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be resolved amicably by mutual consultation. If an amicable settlement is not forthcoming and dispute is not resolved within 21 (Twenty-One) days, from the date when mutual consultation started, recourse may be taken to settlement of disputes through arbitration as per the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties.
31. **JURISDICTION:** -The **court of Mumbai** only will have jurisdiction to deal with and decide upon any legal dispute what so ever arising out of this tender.

32. **ERRANT BIDDERS:**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by them in bidding or withdrawal of bid or varying any term in regard thereof leading to re-Tendering, AIESL shall forfeit Earnest Money paid by the bidder and such bidders shall be debarred from participation in re Tendering of the same job(s) as well as against any Tender inquiry for any service sought by AIESL or its subsidiaries at all locations.

33. **FRAUDULENT PRACTICES:**

AIESL requires that bidders/ service providers observe the highest standard of ethics during the bid and execution of contracts. In pursuance of this AIESL defines, for the purposes of this provision, the terms set forth below as follows

a. **“corrupt practice”** means

1) offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process or

2) save and except as permitted engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement/Work Order as the case may be any person in respect of any matter relating to the Project or the LOA or the Agreement/Work Order who at any time has been or is a legal, financial or technical advisor of the Company in relation to any matter concerning the Contract of anything of value to influence the action of a public official in the procurement process or contract execution;

b. **“Fraudulent practice”** means a misrepresentation/board of directors is the same/omission/suppression/disclosure of incomplete facts in order to influence the tendering process. Forging in order to influence a procurement process or the execution of a contract to the detriment of the AIESL and includes collusive practice among bidders (before or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the AIESL of the benefits of free, fair and open competition.

c. **“Coercive Practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the tendering process.

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d. **“Undesirable Practice”** means

1) establishing contact with any person connected with or employed or engaged by the Company with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the tendering process or

2) having a conflict of interest and

e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among bidders/prospective Service Providers to restrict or manipulate a full and fair competition in the Tendering Process.

f. AIESL 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 in question.

g. AIESL shall declare a firm ineligible and put on holiday, either indefinitely or for a stated period if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

h. AIESL shall rescind the contract forthwith, in case of successful bidder adopting fraudulent/forgery/corrupt practices during the currency of the contract.

34. **BLACKLISTING CONDITIONS:**

The party/ board of director (whose name is common) shall be blacklisted from participating in any Tenders floated by AIESL for the next six years, in case the Tenderer:

a) Adopts fraudulent practices as cited above.

b) Withdraws after award of the LOA/Work Order/GeM Contract and fails to commence within the specified stipulated period and perform the contractual obligations during the currency of the contract.

c) Negative feedback from AI and its subsidiaries.

35. **ASSIGNMENT/SUBLET:**

Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting. Sub-contracting by the service provider without the approval of AIESL shall be a breach of contract, unless explicitly permitted in the contract.

Date:
Place:

Bidder Signature:
Name & Designation:
Company Name & Seal:

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Annexure-I

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(On Bidder's Letter Head)

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

1. That I / we have availed the benefit of waiver of EMD 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

AI ENGINEERING SERVICES LIMITED

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Annexure-II

SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION (APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)

To,
AI ENGINEERING SERVICES LIMITED
MATERIALS MANAGEMENT DIVISION
OLD AIRPORT PREMISES, SANTACRUZ (EAST)
MUMBAI-400029

SUB.:

TENDER NO.:

Dear Sir

We, M/s _____ (Name of Bidder) confirm that as per the definition of policy we are:

Class-I Local supplier

Class-II Local Supplier

(Bidder is to tick appropriate option (✓) above).

It is further confirm that M/s _____ (Name of Bidder) meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of%.

The details of the location (s) at which the local value addition is made is as under:

.....

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and AIESL will take action as per provision of tender document.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory.....

Bidding Organization Name

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Annexure-III

UNDERTAKING ON LETTERHEAD

To,
AI ENGINEERING SERVICES LIMITED
MATERIALS MANAGEMENT DIVISION
OLD AIRPORT PREMISES, SANTACRUZ (EAST)
MUMBAI-400029

SUB.:

TENDER NO.:

REF: OM No. 7/10/2021-PPD (1) dated 23.02.2023 of Dept. of Expenditure, Ministry of Finance, Government of India
(<https://doe.gov.in/procurement-policy-division>)

Dear Sir We, M/s_____ (Name of Bidder), have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

(i) Not from such a country []

(ii) If from such a country, has been registered []
with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached) (Bidder is to tick appropriate option (✓) above).

We hereby certify that bidder M/s_____ (Name of Bidder) fulfills all requirements in this regard and is eligible to be considered against the tender.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory.....

Bidding Organization Name

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PRE-QUALIFICATION CRITERIA - COMPLIANCE STATEMENT

Bidders who fulfil the following eligibility criteria, requirements, and submit documentary proof thereof along with the Technical Bid, will only be eligible for evaluation of the technical bids. Bidders are required to indicate the compliance status for each of eligibility criteria by stating Yes or No.

Sr. No.	Eligibility Criteria	Compliance (Yes / No)	Remarks
1	Whether Bidder is a Proprietorship/Partnership Firm, LLP Etc./Company registered in India under the Indian Companies ACT 1956 OR Indian Companies Act 2013.		
2	<p>The bidder must have successfully completed similar kind of work over the last three years i.e. the current financial year and the last three financial years: -</p> <ul style="list-style-type: none">• Three similar completed service each costing not less than amount equal to Rs. 8,20,000/- (Indian Rupees Eight Lakhs Twenty Thousand). <p style="text-align: center;">or</p> <ul style="list-style-type: none">• Two similar completed services each costing not less than the amount equal to Rs. 10,26,000/- (Indian Rupees Ten Lakhs Twenty Six Thousand). <p style="text-align: center;">or</p> <ul style="list-style-type: none">• One similar completed service costing not less than the amount equal to Rs. 16,41,000/- (Indian Rupees Sixteen Lakhs Forty One Thousand). <p>Note:</p> <ol style="list-style-type: none">1. Supporting documents in form of work order or commissioning report along with performance certificate is to be submitted.		
3	<p>In case of ongoing works to be considered, the bidder must have received payment bills of 80% of the contract sum for the work/works executed last day of month previous to the one in which bids are invited.</p> <p>The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for- each of the works listed should be attached along with certificates duly signed by the Engineer-in Charge, not below the rank of an Executive Engineer or equivalent.</p>		
4	<p>EMD to be submitted along with Technical Bid.</p> <p>Note: Bidder to submit EMD well before the opening of the technical bid. EMD received after opening of the technical bid shall not be considered for evaluation and the submitted bid will be disqualified accordingly.</p> <p>The proof of submission of EMD must be uploaded along with the</p>		

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	<p>Technical Bid. The same Physical copy if any should be submitted within 7 days after opening of the technical bid to the following address.</p> <p>Kind Attn: Dy, GM, PPMM Material Management Division, AI Engineering Services Limited Old Airport, Santacruz (East), Mumbai – 400 029</p> <p>Bid without EMD shall be outrightly rejected.</p>		
5	<p>Minimum Average Annual turnover:</p> <p>Minimum Average Annual turnover of the tenderer for last three preceding financial years should be Rs. 6.16 Lakhs or above.</p>		
6	<p>Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:</p> <ul style="list-style-type: none"> ▪ Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or ▪ Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc. 		
7	<p>Possession of PAN number is a must at the time of application of the tender. Self-attested copy of PAN Number should be enclosed. Additionally, self-attested copy of Income Tax Return of preceding 02 Financial years should also be enclosed.</p>		
8	<p>The bidder must possess GST Registration Number at the time of application of the tender. Self-attested copy of GST Reg. Number should be enclosed.</p> <p>In case, the bidder does not possess the GST Registration Number, they need to give an undertaking that they will apply for and obtain the GST Registration Number, if the subject contract is placed on them by AIESL.</p>		
9	<p>Applicable (CGST & SGST/UTGST or IGST) in %</p>		
10	<p>Whether in the instant tender items are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST).</p>		
11	<p>Bidder should submit individual directors / Proprietors / Partners Aadhar Card / PAN Card / DIN Details (In case of Public Ltd. / Pvt. Ltd. companies) against the One Bid Per Bidder clause.</p> <p>In case of Pvt. Ltd / Public Ltd. companies' bidder should also submit Share Holders details against the clarification if required.</p>		
12	<p>Bidder should have not been black listed by any of Governments Authority or public Sector Undertaking (PSUs) in the last three years.</p>		

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	An undertaking has to be submitted in the bidder's official letterhead.		
13	Bidder should submit the Power of Attorney against the authorized signatory of the bid.		
14	Besides the above eligibility criteria, a team of AIESL Officials may also visit the Factory premises / production facility of the bidder to assess their infrastructure and capability as per AIESL's request.		
15	Tender document should be duly signed, stamped, and completed in all aspects (pages).		
16	This is a no deviation tender. Deviation taken in any clause of the tender shall be liable to rejection of the bids.		

Date:
Place:

Bidder Signature:
Name & Designation:
Company Name & Seal:

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WORK SCOPE & SPECIAL TERMS & CONDITIONS

SCOPE & DESCRIPTION OF WORK IN BRIEF:

- i) Scope of work under this contract is **AS 9110C Lead Auditor Training approved by Probitas Authentication & recognized by IAQG.**
- ii) The training provider must possess a minimum of ten (10) years of relevant industry experience with demonstrated expertise in the applicable domain. They should be registered on IAQG OASIS as training provider. In addition, the tutor must have at least three (3) years of experience delivering training. The participants certifications must be issued by internationally recognized training providers and be subject to evaluation and acceptance by **OEMs** such as **BOEING** and **AIRBUS** through their respective supplier assessment processes.
- iii) The Tutor should be approved Aerospace auditor and listed in IAQG.
- iv) Place of training shall be offline at TRV, MTO AIESL. Duration of the training Programme shall be 5 days in weekdays and normal day time duty hours.
- v) Successful bidder has to start the training within 15 working days of receipt of GeM Contract.
- vi) Agency shall be responsible for providing the training for 16 nos. of candidates in single batch.
- vii) Agency shall be also responsible for issuing the certificates in the name of the candidates.
- viii) The list of the candidates will be provided to the successful agency after award of the contract.
- ix) The unit rates quoted should be kept firm and valid for whole contract period and no escalation shall be permissible for any reasons whatsoever after award of contract.
- x) The quoted rates by the bidder shall include all liabilities such as supervision, wages and all other statutory payments, including providing of instruments, overheads, profits etc. for which no extra payment whatsoever will be made by AIESL.
- xi) The Agency shall make his own arrangement for the transportation/ Boarding/ Lodging etc. if required of his service personnel.
- xii) The Agency shall indemnify AI Engineering Services Limited (AIESL) from and against any and all liabilities, claims, demands and expenses (including legal fees and costs) arising out of or related to any noncompliance with labour-related statutory laws and regulations. It is the sole

AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



Tender No.: AIESL/BOM/MMD/QDB/2026/33

DATE: 16.03.2026

responsibility of the Agency to ensure full compliance with all applicable labour laws, including but not limited to wages, benefits, insurance, safety, and welfare of the workers engaged by the Agency during the execution of the job. AIESL shall not be held liable for any claims arising from the Agency's failure to comply with such statutory obligations.

- xiii) The working hours at AIESL shall be from 09:00 hrs to 17:00 hrs, Monday to Friday. In case of any requirement for extension of working hours or execution of work on holidays, prior intimation shall be given to the Engineer-in-Charge (EIC) and/or his representative, the concerned user department, and the Safety Officer of AIESL.
- xiv) **Entry Permits:** For obtaining entry permits during the training, the agency shall submit an email request to the Quality Department, clearly mentioning the subject work and providing details of all personnel proposed to enter the premises. The details shall include the names of the Engineer, Supervisor, and workmen, along with copies of their valid government-issued identity cards on day-to-day basis. The agency may also apply for 15-day pass on submission of "Police clearance certificate".
- xv) The agency shall not do any extra work leading to any extra payment, without permission of Engineer-In-Charge.
- xvi) During the currency of the contract the agency shall not subcontract the job, and the contract is not transferable /assignable.
- xvii) At no stage of the contract shall the employees of the agency shall be deemed to be employees of AIESL.
- xviii) Any violation of security regulations and indulging in illegal activities including but not limited to smuggling / theft. by successful bidder's personnel shall be at the cost / risk of successful bidder and shall be liable for all the legal consequences thereof.
- xix) The personnel so deployed must be in possession of photo identity cards provided by the successful bidder under its signatures; company's name and sell which must be produced when demanded by AIESL officials.
- xx) The successful bidder shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies /Legal Authorities including Airports Authority of India/MIAL from time to time, with regards the provisions of services.

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DATE:16.03.2026

Bidders General Information

BIDDER'S DETAILS:

S. No.	Required Details	To be filled by the Bidder
1	Name of the Company	
2	Status of the Bidder – a) Whether a Firm (Proprietary, Partnership), Company, Corporation, Registered Society b) If the Bidder is a partnership firm, then please state whether the signatory has the authority to refer to arbitration, any disputes concerning the business of the partnership agreement or a power of attorney. c) If the Bidder is a Company incorporated under the Companies Act, 1956 / 2013, then the signatory should have the authority to submit the bid on behalf of the said Company and refer to arbitration disputes arising under this Tender and / or Contract by a power of attorney board resolution.	
3	Company office Address of the bidder	
4	Name of the Contact Person Designation Telephone no. / Mobile no. Email Address	
5	GST registration number	
6	PAN Card Number	
7	Copy of valid certificate of registration with agencies / bodies as mentioned under the Clause 'Benefits / Preference for Micro & Small Enterprises (MSEs)' must be submitted.	
8	Please specify the details of the registration certificate: Registration Certificate No. Date of Issue Valid Up to Item covered under Registration Certificate	
9	Do you have any ongoing disputes with any Govt. or statutory agencies? *	
10	Is the bidder a MSE unit owned by a person belonging to Scheduled Caste or Scheduled Tribe	
11	Relaxation to Start-up companies (whether MSME or Non-MSME) as per clause in tender terms will be given provided, they submit the 'Certificate of Recognition' as mentioned in tender document under heading "Exemption of EMD" in tender terms. a) Are you a Start-up Company b) If yes, Certificate of Recognition to be attached.	
12	Any other relevant information	

(*) – if yes, please provide details.

Date:
Place:

Bidder Signature:
Name & Designation:
Company Name & Seal:

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❖ Payment Terms:

- No request for advance / pre-payment will be entertained.
- Duly certified invoices to be submitted to Invoicing section along with Proof of Completion of the service.
- Payment will be made as per terms governed by GeM.
- 100 % payment will be made as per GeM guidelines.
- TDS/ taxes shall be deducted by AIESL from payment made against these invoices, as per the applicable laws.

Date:

Place:

Bidder Signature:

Name & Designation:

Company Name & Seal:

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❖ Penalty Clause:

- If the service provider fails to complete the job within the time frame shall be liable to pay the penalty charges at the rate 0.5 % per week or part thereof the value of the undelivered portation of the services (Excluding taxes) subject to maximum of 10% of the value of the undelivered or delayed services. This is to be recovered from the Security Deposit/ Performance Guarantee.
- There should normally be no system of waiver of LDs for delayed services and it may strictly be an exception rather than a rule. For an extension of the delivery date with waiver of LD, approval of the CA with consultation of associated Finance may be taken and justifications recorded.
- **Penalty for Substandard / defective Quality / Short supply:** At the time of delivery of the service if the service is not as per the specifications given in the Contract / Purchase Order then AIESL reserves the right to reject the contract and get the entire quantity replaced free of cost by the bidder. The service is acceptable as per the specification provided in the tender and subject to quality control of the user department.

❖ Termination and Exit Clause:

- 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 the unsatisfactory performance of the party.
- Notwithstanding the above, AIESL shall also be at liberty to terminate this agreement for any reason including change in situation/circumstances, etc. by providing the party with 90 days written notice. The party shall also be at liberty to terminate this contract by providing AIESL with 90 days written notice. In such an event, the terminating 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.

Date:
Place:

Bidder Signature:
Name & Designation:
Company Name & Seal:

Document Owner:	AI Engineering Services Limited
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Version

Version	Date	Description
1.0		Service Level Agreement

Approval

(By Signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
AI Engineering Services Limited, WR	Dy.GM-PPMM		
_____	Proprietor/Director/ Authorized Signatory		

Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between M/s _____ and AI Engineering Services Limited for providing AS 9110C Lead Auditor Training Course for AIESL Staff

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all housekeeping services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

1. Goals & Objectives

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent housekeeping services and support to the AI Engineering Services Limited by the Contractor.

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision.
- Match perceptions of expected service provision with actual service support & delivery.
- Outline services to be offered and working assumptions between the AIESL and Contractor.
- Quantify and measure service level expectation
- Outline the potential methods used to measure the quality of service provided
- Define mutual requirements and expectations for critical processes and overall performance.
- Strengthen communication between AIESL and Contractor.
- Provide a viable/feasible medium for resolving conflicts
- Any other matter which is required to assess the contractor's performance.

2. Stakeholders

The following contractor and AI Engineering Services Limited shall be used as the basis of the Agreement and represent the primary stakeholders associated With this SLA:

M/s. _____.

("Contractor") AI Engineering Services Limited

("Customer")

3. Periodic Review

This Agreement is valid from the Effective Date outlined herein and is valid for five months. This Agreement shall be reviewed fortnightly, in lieu of a review during any period specified, the current Agreement shall remain in effect.

The Business Relationship Manager ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner shall incorporate all subsequent revisions and obtain mutual agreements/approvals as required.

Business Relationship Manager: GM (Engg.), AI Engineering Services Ltd, or his

nominee.

Review Period: Every Fortnight.

First Review Date: 1st review will be carried out one months after the commencement of the contract and thereafter every three months. (Every quarterly)

4. Service Agreement

The following detailed service parameters are the responsibility of the contractor in the on-going support of this Agreement.

4.1. Service Scope

The following Services are covered by this Agreement:

4.2 Work scope outlined the Tender document: Tender No.: Dated..... Customer Requirements, Customer responsibilities and/or requirements in support of this Agreement include:

- Certification of the task performed as assigned to the service personnel from time to time.
- Certification of the bills by the designated official, the list shall be provided after 15 days from the commencement date of the contract; in case of any change of designated official, the same shall be intimated in writing to the contractor.
- Payment for all support costs at the agreed interval.
- Reasonable availability of designated supervisor of the contractor when resolving a service-related incident or request.

4.3. Contractor Requirements:

Contractor responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service & with recommended manpower related incidences.
- Appropriate notification to Customers for all scheduled activity.
- The deployment of personnel by the Contractor will be done subject to suitability.

4.4. Service Assumptions:

Assumptions related to in-scope services and/or components include:

- Changes to services shall be communicated and documented to all Stakeholders in the addresses indicated below.
- DGM-MMD, AI Engineering Services Limited, MMD, Hangar 3, 2nd floor, Old Airport, Kalina,

Santa Cruz East, Mumbai 400029.

- Proprietor, (of the Contractor): Mr.

- M/s _____, Email:

.....

.....

4.5 Any other matter which is required to assess the Contractor's performance.

5. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

6. General Service Requirements

- 1) **Allocation:** The allocation of service shall be advised by AI Engineering Services Ltd (AIESL) specifying the location and numbers required.
- 2) **Reviews:** Periodical review meetings shall be held between the company & the Contractor to review the quality & quantum of service provided by the Contractor & shall discuss any modifications if required.
- 3) **Service Performance:** The decision of AI Engineering Services Ltd., or any officer authorized by AIESL, shall be final with regard to the satisfactory performance of the services and any matter arising there from shall be binding on the Contractor.
- 4) **Audits:** GM (Engg.)/his representative shall audit the capability of the Contractor, before the commencement of the work of providing housekeeping services. Subsequently, AIESL shall be at liberty to perform periodical audits/spot checks at their discretion.
- 5) **Statutory Payments:** The Contractor shall maintain proper record/register as required under the Contract Labour (Regulation & Abolition) Act 1970 and rules and other relevant enactments thereon. The records/registers shall be produced for verification/ inspection as and when required by AIESL, who shall have powers to conduct checks regarding statutory payments of wages, ESI, EPF, and other applicable statutes for the time being in force.
- 6) **Workforce:** The Contractor shall deploy well behaved

/skillful employees/workforce of unblemished character and with duly verified antecedents.

- 7) **Workforce –Details & Verification:** The Contractor shall furnish to the company in writing the name, parentage, residential address, educational & technical qualifications, specimen signatures, fingerprints and two recent passport size photographs of all personnel whom he proposes to employ for the purpose of this contract. The company shall be at liberty to forbid the deployment of any person whom it may consider undesirable after verification. The Contractor shall also have the character & antecedents of all persons employed by him verified by the police to the satisfaction of the company before a workman is deployed by the contractor. The proof of antecedent's verification by the prescribed authority shall be submitted to the company before deploying the individual for this contract. The appointment /assignment letter to work under this contract at AIESL – copy to be furnished.

- 8) **Uniform &Accessories:** All employees of the Contractor shall report for duty in proper and suitable attire. They will report for duty in a presentable condition at all times. It is also to be ensured that the said personnel report for punctually as per the office timings.

7. Operational Service Requirements:

- 1) **Liaising:** It shall be the responsibility of the Contractor to maintain continuous liaison with AIESL officials at all levels. The supervisor of the Contractor shall be solely responsible in this regard. In this regard, the officials of AIESL, GM(Engg.)/ his representative.

- 2) **Work- Area:** The Contractor shall ensure that none of its employees or workforce enter Hangars, Shops, Plants, or any other AIESL areas (as per the indicative list, amended from time to time in accordance with company policy) in which they are not specifically authorized to work. Any violation of this requirement shall result in forfeiture of the concerned individual's entry permit, in addition to the imposition of penalties as may be decided by the designated AIESL authority.

- 3) **Items in Office:** In case of missing items/theft on the office, proven to be done by the staff of the Contractor, AIESL at its sole discretion may levy penalty as deemed fit, against the Contractor

and / or the staff concerned.

While performing the Various manpower services by the personnel of the Contractor if any item belonging to AIESL is found, the same shall be deposited immediately with Officials of AIESL against receipt.

- 4) **Statutory facilities:** The Contractor shall ensure that all statutory facilities are extended to the personnel deployed by him.
- 5) **Work Culture:** The Contractor shall ensure that the staff deployed by him shall maintain polite and courteous behavior towards employees & staff of AIESL and also of customer airlines. If AIESL has any misgivings about any individual staff of the Contractor, the said staff shall be removed by the Contractor forthwith.
- 6) The Contractor shall ensure that his staff shall not be under the influence of liquor or any other intoxicants while on duty. In the event of such happenings, the staff shall have to be removed from the services by the Contractor and any damage caused by such of the Contractor 's employees shall be borne totally by the Contractor including, legal expenses. The Contractor staff shall not be loitering around when no work is assigned to them.
- 7) **Service Deficiency:** The Contractor shall make all possible efforts to overcome deficiencies in standards of service brought to their notice within a reasonable time frame (as mentioned in the contract document, penalty clauses).
- 8) **Servicing –Personnel, Office Equipment:** The personnel & office equipment to be used by them as specified in the contract/amendment letter to be provided with.
- 9) Any default on part personnel deployed by the Contractor in terms of attendance, behavior and non-performance shall be recorded in a logbook.
- 10) The Contractor shall ensure that the personnel deployed by him are available in the event of any exigencies of work. If such a requirement arises the Contractor will be informed in advance.
- 11) **Monthly-Bills:** The Contractors shall submit monthly bills duly supported by details of services rendered on a day to day basis with the total number deployed each day. The bills will be raised after fulfilling all the compliances as required under the various applicable statutes that are in force.

On receipt of the bills, the Authorized Officials of AIESL shall check the same as per records of the service form.

Any deficiency in service will attract a penalty (as per the contract document), the same shall be reflected on the bill/invoice before forwarding the bill to the Finance Department for final payment. In this connection, records of statutory payments, as mentioned in Section-a, Point-5 above shall also be scrutinized every month before the settlement of bills any discrepancy in this regard shall result in payment getting delayed. The contractor shall ensure that such records are kept proper & updated and submitted with monthly invoices on a regular basis.

7.3. Contractor shall ensure the provisions of all applicable welfare statutes and other applicable statutes will be meticulously complied by him.

8. Governing Terms and Conditions

The terms and conditions that govern the contract shall be as outlined in the contract against Tender Ref. No. AIESL/BOM/MMD/QDB/2026/33 dated 16-03-2026.

Signed on _____ at _____

AI Engineering Services Limited
Customer

M/S _____
Contractor

Service Level Agreement (SLA)

Successful Bidder is required to sign SLA with AIESL for providing AS 9110C Lead Auditor Training Course for AIESL Staff.



**PRODUCTION PLANNING AND MATERIAL
MANAGEMENT MANUAL**

AIESL/PPMM/NR/NAC1

Issue-02

Rev-0

Dec 2023

ANNEXURE C

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
Executive Director - Engineering,
AIESL.

WHEREAS

(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no.....dated to supply(description of goods and services)(hereinaftercalled "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE, we Bank, hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, 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 or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier 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 guarantee shall be valid until the day of 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

NK

Signature

AI ENGINEERING SERVICES LIMITED
MATERIALS MANAGEMENT DIVISION
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



(To be uploaded in financial Bid only as a financial breakup document, submission in technical bid will render the bidder disqualified)

Providing AS 9110C Lead Auditor Training Course for AIESL Staff

S. No.	Description of work	UOM	Nos. of Candidates	Unit Rate (INR)	Total Amount (INR)
1	Providing AS 9110C Lead Auditor Training Course for AIESL Staff	Nos.	16		
Amount(A)					
ADD GST(B)					
GRAND TOTAL including GST (A + B)					