



COVERING LETTER

Subject: Tender for Procurement of SPC8000 Series Handheld Air Particle Counter at AI Engineering Services Limited, Old Airport, Santacruz (E), Mumbai, Maharashtra-400029.

- a) AI Engineering Services Limited (AIESL), Old Airport, Santacruz (E) invites on line bids through GeM portal from authorized firms for Procurement of SPC8000 Series Handheld Air Particle Counter at AI Engineering Services Limited, Old Airport, Santacruz (E), Mumbai, Maharashtra-400029.
- b) **Description:** Procurement of SPC8000 Series Handheld Air Particle Counter at AI Engineering Services Limited, Old Airport, Santacruz (E), Mumbai, Maharashtra-400029.
- c) **Supply Location:** MRO Store, AI Engineering Services Limited, Old Airport, Santacruz (E), Mumbai, Maharashtra-400029.
- d) **Earnest Money Deposit:** Rs. 14,000 /- (Indian Rupees Fourteen Thousand 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.edugfix.com/aiengineering/add> .

❖ 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.

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- ✓ 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.
- ✓ 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.

❖ **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 Contractor, 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.
- ✓ **ONE BID PER BIDDER:**

A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either 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:
 - 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

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- 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.

❖ **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 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.

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- ✓ 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.

❖ **Specific Terms & Conditions: - Scope of Work, Insurance & Warranty**

- ✓ **Insurance & Other obligations:** - Equipment (Including Insurance and other obligations) is the sole responsibility of the successful tenderer until successfully accepted by AIESL.
- ✓ **Standard Warranty shall be from the date of commissioning against all materials/ workmanship defects for the unit as well as for bought-out items.**
- ✓ For any Warranty related issue, the tenderer should respond within 24 hours. Any un-serviceable equipment beyond 20 days, in a year due to Bidders response shall attract a penalty of 0.5% per week of submitted SD/PBG. Depleted amount with regard to SD /PBG need to be topped up with in fifteen days by the tenderer.
- ✓ Standard warranty should include free servicing and comprehensive parts coverage at premises where the equipment is positioned.
- ✓ **Post Warranty requirement:** Bidder should give an undertaking that they will provide spares support for at least 15 years, from the date of supply of units to AIESL.
- ✓ **Documents:** Along with the units, 4 bound manuals with details of specifications, diagram, trouble shooting, preventive maintenance check sheet, & schedule, list of recommended spares with part no. etc shall be supplied.
- ✓ **POINT OF CONTACT:** - Single point contact to be provided by the bidder along with email ID and telephone number of the contact person for any clarification during tender process.

❖ **SPECIAL CONDITIONS:**

- ✓ The location of work area is highly security sensitive and supplier 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 supplier's sole responsibility to attend break down of equipment, if any, during the operation.
- ✓ Safety of the supplier's personnel / equipment shall be responsibility of the supplier.



❖ **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.**
- ✓ 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.

❖ **For any clarification, please contact the following official.**

For Technical Query:

Mr Vittal Rathod, Dy. GM, IOD Department, Email: vittal.rathod@aiesl.in , Mobile:9892987993

For Commercial Query:

Mr. Rahul Kumar Das, Asst. Engineer-SS, PPM/MMD, Email: rahul.kumardas@aiesl.in, Mobile: 7978168613.

❖ **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 must be clearly spelt out in the Technical Bid.
- ✓ Any other deviation in the specifications or tender's terms and conditions must be communicated to the concerned buyer / user for acceptance of the same, prior to submission of the bid depending on the merit of the case. AIESL reserves the right to accept or reject the deviation. In case, the deviation is accepted, the tender document will be amended accordingly. 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.

❖ **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.**

❖ **QUANTITY, LEAD TIME & DELIVERY SCHEDULE:**

- ✓ AI Engineering Services Limited has the right to reduce / increase the quantity of equipment / item without any increase in unit price. During the course of tender and warranty / extended warranty period, based on the future requirement the unit location may change.
- ✓ The successful tenderer shall at its own cost and expense supply the equipment and perform the installation work.:

- 1) In accordance with the specifications;
- 2) In accordance with the delivery schedule;

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3) In accordance with the best industry practice, diligently, efficiently, in a timely manner with reasonable care and skill to be expected of a reputable supplier experienced in the type of work to be carried out under the tender.

- ✓ **Documentation:** All relevant documents required for supplying / shipping the spares should accompany the supplies.
- ✓ Lead Time if any, with reference to the Delivery Schedule as specified in the tender document is to be adhered to, by the bidders.
- ✓ The unit to be delivered and installed at site within or up to 15 days from the date of award of PO. Any minor / nominal changes will have to be agreed to. In case any major deviation, the same will be rescheduled on mutually agreed terms.
- ✓ **Delivery Location:** MRO Store, AI Engineering Services Limited, Old Airport, Santacruz (E), Mumbai, Maharashtra-400029.

❖ 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 & NIT 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.

❖ REJECTION OF BIDS: The submitted Bid will be rejected on the following grounds:

- ✓ Tenders received without required information and relevant documents as per the eligibility criteria, are liable to be rejected. However, AIESL reserves the right at its sole discretion to seek whatever information, documents etc. from the bidders as it may consider necessary for the purpose of the technical evaluation.
- ✓ In case of any variation, in the documents / data declaration submitted by the Bidder in support of the Technical Bid with the original documents, the Bids of such Bidder would be out-rightly rejected and would be disqualified during Technical Bid evaluation of Tender.
- ✓ Conditional Bids are liable for rejection. Decision of AIESL in such case shall be final and binding.

❖ Benefits / Preference for Micro & Small Enterprises (MSEs)/MII's: As per GeM policies.

❖ Earnest Money Deposit (EMD)/Bid Security: Rs.14,000/- (Indian Rupees Fourteen Thousand 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.



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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.edugfix.com/aiengineering/add>

❖ **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.
- Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- 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.
- Central / State PSUs.
- MSEs/MII units registered with the NSIC under its single point registration Scheme/Public Sector Registered with Udyog Aadhar Memorandum (UAM).

❖ **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.edugfix.com/aiengineering/add>

- ✓ The SD is applicable to all bidders including MSME's.
- ✓ 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.

❖ **EVALUATION CRITERIA:**

✓ **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.

❖ **Inspection Clause:**

- ✓ **Inspection of bidders' facilities at the time of evaluation of the Technical Bids:** AIESL reserves the right to inspect at its cost the production facility / facilities of the bidders in order to assess their infrastructure and capability to produce and deliver in accordance with the work schedule as indicated in this tender. The decision of AIESL in such case shall be final and binding.
- ✓ **Inspection of the facility of the bidder who has been awarded the Contract / Purchase Order:** AIESL further reserves the right to inspect the work location/office facility of the bidder, who has been awarded the Contract / Purchase Order, in order to confirm consistency of quality of the items as produced for AIESL.

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- ✓ **Pre-Delivery Inspection:** Will be carried out by AIESL representatives at manufacturers premises. Local facilities for inspection and testing of equipment are to be arranged by manufacturer. Inspection, testing as per manufacturers specification including full load test & tests to ensure that the equipment's meet all technical parameters shall be carried out at manufacturers works before dispatch of the equipment.
- ✓ **Quantity Inspection and rejection after release of contract / purchase Order:** Every supply should be accompanied with a Quality Assurance Certificate (QAC) indicating that goods so supplied are in parameter / quality and or deficient in any other respect would also be liable for rejection at the time of inspection. If supplies are found to be defective, short supply or not confirming to the specifications / requirements, it may result in rejection without any liability on AIESL and necessary rectification will have to be made IMMEDIATELY and FREE OF COST in order to sustain the operations of AIESL. Penalty would be applicable as stated in the penalty clause.
- ❖ **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.
- ✓ **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 **General Manager (E-PPMM)**, 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.
- ❖ **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.

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❖ **Quality inspection and Rejection after release of contract / Purchase Order:**

QUALITY ASSURANCE – Wherever applicable, successful bidder/s should ensure that Quality of the work/job is as per specifications. Not meeting the specification / parameter / quality and or deficient in any other respect would cause rejection at the time of inspection and material will be returned to the vendor at their cost.

Date:
Place:

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

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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. The documentary evidences as required be attached with this Annexure duly page numbered in sequence of the criteria. "NO" to any one of the criteria will result in disqualification of the bid as these are mandatory eligibility criteria.

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 for last 3 years as on 31 st March, 2025. Self-attested copy of Registration Certificate to be enclosed.		
2	The bidder should be either OEM or Authorized Dealer/Distributor/Reseller/Partner of OEM for SPC8000 Series Handheld Air Particle Counter. In case of OEM Bidder shall submit copy of the company registration certificate/ ISO Certificate/ NSIC/ Excise Registration Certificate or any other document evidencing the bidder as OEM. In case Bidder is Authorized Dealer/Distributor/Reseller/Partner of OEM Bidder has to submit OEM Authorization Certificate in their name from OEM valid as on bid due date.		
3	Past Experience of Similar Contract: The bidder should have regularly manufactured or supplied the same or higher specification at least three (03) years ending on 31st March 2024. Supporting document in form of purchase order or proof of delivery along with performance certificate to be submitted.		
4	Performance Capabilities: The bidder should have manufactured or supplied at least 1 no. of SPC8000 Series Handheld Air Particle Counter to any Govt./ PSU in last five years as bid due date and out of which at least one (01) no. of SPC8000 Series Handheld Air Particle Counter should be operation for at least two years as on bid due date. Supporting document in form of purchase order or proof of delivery along with performance certificate to be submitted.		
5	EMD to be submitted along with Technical Bid.		

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6	Financial Strength: a) Average Annual turnover of during last three years ending on 31st March 2024 should be Rs. 3 Lakhs or above (or equivalent foreign currency) as per the annual report (audited balance sheet & profit and loss account) of the relevant period duly authenticated by Chartered Accountant/ Cost Accountant or equivalent in relevant countries. b) The net worth of the bidder firm (manufacturer or principal of authorised representative): i. Should not be negative on 31.03.2024 ii. Should not eroded by more than 30% (Thirty Percent) in the last three years, ending on 31.03.2024. Preceding 3 financial years mentioned in above is immediate 3 preceding financial years wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered. Wherever the closing date of the bid is after 30th Sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years. In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.		
7	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.		
8	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. 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.		
9	Bidder should have not been black listed by any of Governments Authority or public Sector Undertaking (PSUs) in the last three		

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	years.		
10	Bidder Should comply the price safety mechanism that ensures the final price paid for goods is no higher than the lowest price the supplier sells or offers to sell identical or similar items to any other customer during the contract's validity period.		
11	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.		
12	Tender document should be duly signed, stamped, and completed in all aspects (pages).		

Date:
Place:

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

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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 Delivery (POD).
- 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 supplier fails to supply the item/fails to complete the job within the time frame shall be liable to pay the liquidated damage (LD)/penalty charges at the rate 0.5 % per week or part thereof the value of the undelivered portation of the goods (Excluding taxes and delivery charges) subject to maximum of 10% of the value of the undelivered or delayed goods. This is to be recovered from the Security Deposit/ Performance Guarantee.
- There should normally be no system of waiver of LDs for delayed supplies in supply contracts 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 / acceptance of the item / 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 to reject the entire lot 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:

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AI ENGINEERING SERVICES LIMITED INSTRUMENT OVERHAUL DIVISION

TECHNICAL DATA SHEET

1.0	Name of Item: SPC8000 Series Handheld Air Particle Counter Quantity: 01	Bidders Compliance (Yes/No)
2.0	SPECIFICATIONS DETAILS:	
	Size Range	0.3 to 25 μm
	Size channels	Factory calibrated at 0.3,0.5,1.0,2.5,5.0,10.0 μm variable binning
	Flow rate	0.1 CFM (2.83 LPM)
	Min. particle size	0.5 μm
	Number of Channels	6 channels
	Connectivity	Ethernet, USB
	Light Source	Longer-life laser diode
	Display	4.3" (10.9 cm) WQVGA (480×272) color touch screen
	Vacuum source	Internal pump with automatic flow control
	Filter exhaust	Internal HEPA filter
	Dimensions(L×W×H):	10" × 5" × 4.5" (25.4 cm × 12.9 cm × 11.4 cm) includes handle
	Form Factor	Hand Held
	Battery Removeable	Li-ion
	Battery recharge time	4 hours within instrument (< 2 hours with external battery charger)
	Battery run time	10 hours
	Temperature and relative humidity probe added on board sensor	RH & Temp.
	Concentration Limit	>4,000,000 Particles/ft ³ @ 5 % coincidence loss

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Counting efficiency	50% @ 0.3 μm , 100% for particles >0.45 per JIS
Zero count	<1 count / 5 minutes (< 2 particles / ft^3) (per ISO 21501-4 & JIS)
Count modes	Automatic, manual, real-time meter, cumulative/differential, mass concentration, count or concentration
Count alarms	1 to 9,999,999 counts
Printer (Optional)	External thermal printer
Custom size channels	Calibration for custom size channels available
Audible alarm	Adjustable built-in alarm
Recipes	50 user configurable recipes
Communication modes	Ethernet, USB
Optional communication modes	Wireless 802.11b/g, RS485 or RS232
Environmental sensors	Includes temperature and relative humidity probe 32° to 122°F (0° to 50°C) $\pm 1^\circ\text{F}$ (0.5°C), 15-90% $\pm 2\%$ relative humidity
Alarm	Alarms on counts for all particle sizes, low battery, sensor failure, environmental sensors and flow
Standards	ISO 21501-4 and JIS B9921
External surface	High impact injection molded plastic
Accessories	Quick start guide, operating manual on USB flash drive, isokinetic probe, temperature relative humidity sensor, purge filter, battery, data download software, USB cable, power

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		supply and cable.	
	Optional Accessories	Printed manual, carrying case, spare battery, external battery charger, external printer and isokinetic probes	
	Buffer memory	45,000 sample records (rotating buffer) including particle count data, environmental data, locations and times. Scrollable on screen or printout	
	Sample locations	Up to 1,000 locations 20 characters long and 50 user defined recipes	
	Sample time	1 seconds to 99 hours	
	Power	110 to 240 VAC 50/60 Hz universal in-line power supply	
	Operating conditions	41° to 104°F (5° to 40°C), 20% to 95% non-condensing	
	Storage conditions	32° to 122° F (0° to 50° C), Up to 98% non-condensing	
	Warranty	2-year limited warranty, Extended warranties available	

Date:
Place:

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

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SPECIAL PURCHASE CONDITIONS

Item Description: SPC8000 Series Handheld Air Particle Counter.

Quantity: 01 No.

Delivery Period: Within 60 days from the date of receipt of PO.

Consignee: Mr. Rahul Kumar Das, Asst. Engineer-SS, Email: rahul.kumardas@aiesl.in

Consignee Address: MRO STORE, AI Engineering Services Limited, Old Airport Premises (OAP), Kalina, Santacruz East, Maharashtra, Mumbai-400029.

Warranty Period: 24 months from the date of operation.

	AIESL/PPMM/NR/NAC1		
	PRODUCTION PLANNING AND MATERIAL MANAGEMENT MANUAL		
	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

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