

**Tender for Supply of Water Jar 20 L (Drinking Water) at AI Engineering Services Limited**

NAME & ADDRESS OF AGENCY / CONTRACTOR:

M/s \_\_\_\_\_

Add: \_\_\_\_\_

State: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Issued by:

**AI Engineering Services Ltd. (AIESL)**

**New Delhi-110037**

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

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**Tender for Supply of Water Jar 20 L (Drinking Water) at AI Engineering Services Limited****1. Notice Inviting Tender (NIT)**

S No	Brief Description of Goods/services	Bid Estimate Value	Earnest Money (INR)	Remarks
1	E-Tender for supply of Water Jar 20L (drinking water) at various locations of AI ESL, Northern Region	Rs. 18,00,000/-	Rs.36,000/-	1. EMD will be submitted through AIESL website – <a href="http://www.aiesl.in">www.aiesl.in</a>

**Table 1:**

S/N	Criteria	Description
T1.1	Type of tender:	Two Bid(s) System with Technical Bid(s) (Part -I) & Price (Financial) Bid(s) (Part- II). Tender bidding process shall be executed through GeM Portal.
T1.2	Selection Criteria	Least cost selection L1 (Refer to TEC)
T1.3	Date of issue of tender documents:	As per GeM
T1.4	-Pre-Bid(s), -Site visit	As per GeM
T1.5	Pre-Bid(s) Conference & Site visit (Location)	D.G.M. (PPMM) AI Engineering Services Limited, Delhi, New Avionics Complex, IGI Airport, T2, Delhi, India- 110037
T1.6	Process to re-solve pre-Bid(s) queries.	Amendment will be available on GEM.
T1.7	Contract Number:	Phone no: 011-25653263 (Direct) /011-25667826
T1.8	Closing date and time for submission of Bids	As per GeM
T1.9	Place of submission of Bid(s)	On GeM only
T1.10	Opening of Technical Bid(s) (Part- I)	As per GeM
T1.11	Opening of financial Bid(s)	Intimations will be through GeM
T1.12	Officer to be contacted for clarifications/ help: For general queries related to tender document please contact:	E-mail: <a href="mailto:dgmppcnr@aiesl.in">dgmppcnr@aiesl.in</a> Tele: 011-25653263
T1.13	Authority in whose favour all tender related Price (Financial) instruments (online payment through ECS, RTGS/NEFT) are to be made.	Payment can be made through the AIESL website – <a href="http://www.aiesl.in">www.aiesl.in</a> Beneficiary Name : AI Engineering Services Limited, Delhi Bank Name : STATE BANK OF INDIA Branch : 11 Sansad Marg, New Delhi- 110001 A/c No : 33029526378 IFSC Code : SBIN0000691 Payable at : New Delhi
T1.14	All Price (Financial) Instruments to be payable at:	AI Engineering Services Limited, Delhi

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T1.15	<b>Period of Contract / PO:</b>	<p>The contract period will be <b>Two year</b> which may be extended by one more year at the same rates, terms, and conditions. The continuity of the contract shall depend on the satisfactory performance of the service provider which shall be reviewed from time to time basis. The observations of "AIESL" on performance shall be unchallengeable and final.</p> <p>The validity of the contract comes to an end IPSO FACTO by efflux of time unless or otherwise renewed/terminated.</p>
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**Tender for Supply of Water Jar 20 L (Drinking Water) at AI Engineering Services Limited****2. DISCLAIMER**

2.1	The information contained in this tender document (hereinafter referred to as the “Tender”) or and any information pertaining to the aforesaid subject matter provided subsequently to the applicants/bidders in any form by AIESL – AI Engineering Service Limited (hereinafter referred to as “AIESL”) shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AIESL prior to award of the tender.
2.2	The purpose of this tender is to provide all bidders with the information that may be useful to them in the formulation of their proposals/bids (hereinafter referred to as “BID(S)”) in response to this tender. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AIESL do not purport to contain exhaustive /all the information on the aforesaid subject matter that each applicant may require for the purpose of submitting their bids.
2.3	Each bidder should, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this tender and shall obtain independent advice from appropriate sources at no cost to AIESL.
2.4	The information provided in this tender to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AIESL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
2.5	AIESL also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance by any applicant/bidder upon the statements contained in this tender.
2.6	AIESL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender, from time to time till the close date of the tender.
2.7	The tender does not imply that AIESL is bound to select a bidder or to appoint the selected bidder and AIESL reserves the right to reject all or any of the bids without assigning any reason whatsoever at any time.
2.8	The bidder shall bear all its costs associated with or relating to the preparation & submission of its bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIESL, or any other costs incurred in connection with or relating to in bids. All such costs and expenses shall remain with the bidder and AIESL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation for submission of the bid, regardless of the conduct or outcome of the bid selection process as contained herein.

**3. ABBREVIATIONS:**

S. No	Short form	Full form
1.	BG	Bank Guarantee
2.	CA	Competent Authority
3.	ECS	Electronic Clearing System
4.	EMD	Earnest Money deposit
5.	LOA	Letter of Award
6.	EOI	Expression of Interest
7.	FM	Force Majeure
8.	GeM	Govt.-E-Marketplace
9.	GTC	General Terms & Conditions
10.	INR	Indian Rupees
11.	IP	Integrity pact
12.	MSME	Micro, Small and Medium Enterprises
13.	NEFT	National Electronic Fund Transfer
14.	NIT	Notice Inviting Tender
15.	OEM	Original Equipment Manufacturer
16.	PAC	Proprietary Article Certificate
17.	PBG	Performance Bank Guarantee
18.	PO	Purchase Order
19.	PR	Purchase Requisition
20.	RA	Reverse Auction
21.	RC	Rate Contract
22.	RFx	Request for Quote/Information
23.	RTGS	Real Time Gross Settlement
24.	SD	Security Deposits
25.	SP	Service Provider

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**Tender for Supply of Water Jar 20 L (Drinking Water) at AI Engineering Services Limited****4. INTRODUCTION**

AI Engineering Services Ltd (AIESL) a biggest DGCA (Directorate General of Civil Aviation) approved MRO Set up in India that can serve as a one-stop-shop for all engineering requirements at major Airports with pan India footprint i.e., Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata, Nagpur etc. With a great skill set, huge professional experience and competency, AIESL manages and maintains Airbus, Boeing & ATR's fleet with the Technical Dispatch Reliability of more than 99%. With major hangars and bases located at all the major metros, AIESL is maintaining fleet comprising 76 Airbus 320 family aircraft (20 A319, 09 A320, 27 A320 NEO & 20 A321), 72 Boeing aircrafts (24 B737, 04 B747, 17 B777, 27 B787), and 18 ATR (18 ATR-72).

Our Facilities includes Hanger Facility, Line and Base Maintenance, Engine Overhaul, Avionics Accessories shops and components shops, Structural Repairs, Cabin and seat Repair Facility, Landing Gear, Engineering Support Service, and many Specialized services. Our dedicated support team for AOG requests provides highly coordinated troubleshooting and engineering support round the clock.

**4.1 Vision & Mission**

- To provide best in class and timely quality services to the customers by maintaining highest standards of regulatory and safety compliance.
- Maintaining all aircraft of the captive workload of the fleet of Air India in a continuous state of airworthiness by the system of preventive and corrective maintenance to secure a high level of safety.
- Provide a "One Stop" solution to the customer with fast Turn Around Time.
- To capture maximum Third-Party work from in and around India
- To get DGCA approval under CAR 147 approval.
- To obtain FAA and EASA approval for all its establishment and facilities.
- Aggressive Marketing policy for more and more third-party work.
- It needs to be Department centric so, every Departmental Heads need to be responsible for the deliverables to fulfill the overall vision.
- Continuous monitoring of Quality through quality audit etc.
- Constant endeavor to upgrade the services, delivering highest customer satisfaction in terms of Quality, Service and Cost effective and ensuring long term strategic relationship.
- All-out effort to be the world class MRO without compromising the quality standard.
- Updating and enhancing the capability through training of the personnel and equipment of latest technology.
- Multi skilling of the personnel through cross training to enhance the productivity.
- Optimizing operational cost.

**4.2 Future Planning**

The company is planning to improve revenue generation by way of providing MRO services pertaining to Existing Capabilities to third parties (through aggressive marketing) and acquiring new Capabilities. AIESL plans to acquire EASA Base Maintenance Capability to capture Aircraft Redelivery Business. It intends to expand on its MRO Services to the Defense sector such as DRDO/IAF/Indian Navy. To acquire EASA certifications for our Landing Gear overhaul Capability and CFM 56-5B Engine overhaul Capability, as also to upgrade ATEC Shop to service various components of A320 NEO Family Aircraft.

**Tender for Supply of Water Jar 20 L (Drinking Water) at AI Engineering Services Limited****5. General Terms & Condition of Tender (GTC):**

5.1	The bid shall be furnished under single stage-two-part bidding basis i.e., Technical bid and Price Bid. AIESL invites interested bidders to provide "Tender for supply of Water Jar 20 L (drinking water) at AIESL. On Open Tender considering L1 Least cost criteria for selection as per enclosed Bill of Quantity & Price. The complete tender can be downloaded from AIESL's website.
5.2	AIESL reserves the right to itself to postpone and/ or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.
5.3	Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions.
5.4	The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in electronic form.
5.5	The services covered by this Bid Specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the bidder, clarification may be sought before submission of bids. Bidders are advised to accept all the conditions specified in the Bid document, to facilitate early finalization of bids. Separate set of price conditions (such as bidders' standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to summarily rejection.
5.6	The bidder shall submit rate analysis/bifurcation of quoted price if so desired by the AIESL.
5.7	Any addition, deletion or substitution in the bid document is not permitted. Failure to do so may render the bid liable for summarily rejection. The Contract shall be for the whole Works, based on the 'Bill of Quantity and Price' submitted by the Bidder.
5.8	The complete tender can be downloaded from GeM portal & AIESL's website.
5.9	Bids received through fax/Email/Hard copy will not be considered.
5.10	Soft copy of Bids should be neatly submitted, all pages duly numbered, duly Signed and stamped on every page by an authorized Signatory of the bidder. Unsigned Bid will be rejected.
5.11	The Price bids should be in Indian Rupees (INR) only.
5.12	Conditional discounts / credits, if any, shall not be given any consideration in the evaluation.
5.13	AIESL reserves the right to accept or reject, in whole or in part, any of the bids, without assigning any reason whatsoever at any stage.
5.14	The Bids should be valid for acceptance by AIESL for a minimum period of 120 days from the date of opening of the technical bid.
5.15	All information related to the price quoted by the bidder should be given only in the prescribed bid format. The technical Bid should not contain any indication of the price. In case the price quoted is indicated in the technical Bid, the Bid will be rejected, without any reference to the Bidder. No further correspondence will be entertained in this regard.
5.16	Price bids WOULD BE OPEN of only those bidders who qualify based on evaluation of their technical bid and accordingly such bidders would be intimated.
5.17	The bid is to be submitted after careful study and examination of the tender document, and after obtaining a full understanding of the requirements. Bidders are therefore advised to study the tender document carefully before submitting their bids. The submission of a bid will imply that the Bidder has read this tender, its terms & conditions and has fully understood the work scope, specifications, project execution and solution implementation requirements.
5.18	The Agreement would be signed between AIESL, and the bidder selected for award of the contract. The bidders must confirm their willingness to sign such Agreement containing the entire principal terms and conditions of this tender
5.19	AIESL reserves the right of not awarding any contract to any of the Bidders.
5.20	The bidders should bear all the costs associated with the preparation and submission of their bids,



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	including the costs incurred in presentations, demonstrations etc. for the purposes of evaluation of the bids by AIESL. AIESL will in no case be responsible or liable for such costs regardless of the conduct or outcome of the bidding process. AIESL would however be responsible for the cost on account of travel of its Evaluation Team if a decision is taken during the process of evaluation of the bids to make visits to client sites.
5.21	Determination of whether the bid complies with the tender requirements or not will be at the sole discretion of AIESL.
5.22	It will be the responsibility of the bidder to comply and pay all taxes/ levies/ duties in the country of origin as well as in India, as applicable for the entire contract.
5.23	The prices quoted in the price bid must be inclusive of all applicable taxes, levies, and duties till the delivery of the complete solution to AIESL. The taxes, levies, and duties components applicable in the country of origin of the Bidder as well as that applicable in India for all the items of price bid format should be indicated clearly and separately in the Price Bid. In case, no taxes are applicable, it should be indicated as 'NIL' in the price bid format
5.24	Any increase in taxes / levies / duties in subsequent years will be reimbursed by AIESL on submission of proof of payment by the bidder. Similarly, in case of any reduction in the taxes/ levies/ duties from the present level, the benefit will be passed on to AIESL.
5.25	In case, any new taxes / levies / duties are introduced in future by the Government of India during the period of the contract, the same shall be reimbursed to the bidder by AIESL on submission of proof of such payments
5.26	Costs if any to be borne by AIESL in respect of the Project Implementation should be clearly indicated in the Price Bid giving the break-up there of element wise
5.27	The Price Bids must be complete in all respects and no representation whatsoever would be entertained by AIESL for inclusion of any other cost head / cost after the opening of the bids. The prices quoted should remain firm / fixed for the entire term of the agreement. Withdrawal or unilateral modification of the Bids shall constitute a breach of terms of the tender and the Bids shall be liable for rejection therefore thereof. No representations from the unsuccessful bidders shall be entertained with respect to the evaluation of their bids by AIESL, whatsoever
5.28	Payment will be made through ECS (Electronic Clearing Service).
5.29	Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions. Any deviation in format will lead to disqualifications.

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**Tender for Supply of Water Jar 20 L (Drinking Water) at AI Engineering Services Limited****6. Instruction to Bidders (ITB)**

6.1	<p>Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the relevant contact indicated as below:</p> <p>AI Engineering Services Ltd., Production, Planning &amp; Materials Management- Engineering, Northern Region, New Avionics Complex, IGIA, Terminal-2, New Delhi-110037 GST # 07AAFCA9618L2Z9 PAN # AAFCA9618L Email: <a href="mailto:dgmppcnr@aiesl.in">dgmppcnr@aiesl.in</a></p>
6.2	<p><b>Clarification of Bidding Documents:</b></p> <p>A prospective Bidder requiring any clarification of the bidding documents may notify the contact person by e-mail at the address indicated in the ITB. AIESL will respond to any request for clarification received prior to the Pre-Bid date. AIESL response will be published on AIESL's website including a description of the inquiry, but without identifying its source. AIESL shall not be obliged to respond to any request for clarification received later than the above said period. Further, the mere request for clarification from the bidder(s) shall not be a ground for seeking extension in the deadline for submission of bids.</p>
6.3	<p><b>Pre-Bid Meeting</b></p> <p>The purpose of the Pre-Bid meeting shall be to clarify the issues and to answer questions received from or any matter that shall be raised by the prospective Bidders. The Bidders are advised to send their queries as per date and time mentioned in Notice Inviting Tender. The queries may be addressed to: <a href="mailto:dgmppcnr@aiesl.in">dgmppcnr@aiesl.in</a></p> <p>Text of the questions raised, and the responses given, together with any responses prepared after the Pre - Bid meeting, shall be transmitted without delay (without identifying the sources of the question) to all participants of the Pre-Bid meeting. Any modifications or alteration to the Bidding documents listed in Tender that shall become necessary because of the Pre-Bid meeting, shall be made by AIESL exclusively through the issue of an Addendum / Corrigendum separately and shall be available on AIESL's website. No separate press advertisement will be given for the same. Addendum and/or Corrigendum, if any, to the Tender, shall be referred to and taken into consideration by the prospective Bidders. It is the Bidder's responsibility to visit the said portal regularly for the aforesaid Addendum / Corrigendum as applicable.</p> <p>6.3.1 Non-attendance of the Pre-Bid meeting shall not be a cause for disqualification of a Bidder. Interested Bidders who desire to attend the Pre-Bid meeting shall communicate one day in advance to the Pre-Bid meeting scheduled date to make necessary arrangements for entry passes with names of their representative (only one authorized representative per Bidder), by email to <a href="mailto:aieslpurchase.nr@aiesl.in">aieslpurchase.nr@aiesl.in</a>.</p> <p>6.3.2 Only 1(one) representatives of each Bidder shall be allowed to attend the Pre-Bid meeting on the date fixed by AIESL. The Bidders authorized representatives shall carry an authorization letter on the letter head of the Bidder duly Signed by the authorized Signatory for the Bidder, along with an identity card to attend the Pre-Bid meeting.</p> <p>6.3.3 Inputs/suggestions/queries submitted by the Bidders as part of the Pre-Bid meeting and otherwise will be given due consideration by AIESL. However, AIESL is not mandated to accept any submission made by the Bidder and the final decision will rest with AIESL.</p>
6.4	<p>A pre-bid conference, which will be held on refer Table No 1 of NIT. Bidder can join the meeting remotely or in person. A maximum of one representative of each prospective Bidder Shall be</p>

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	permitted to attend the pre-bid conference. The representative(s) must carry an authority letter from the company's authorized signatory for participation in the pre-bid conference. The name(s) of the representative(s) for the pre-bid conference may also preferably be directly sent to AIESL in advance of the date of pre-bid conference by e-mail as under: (Refer Table No 1 of NIT). E-mail: dgmppcnr@aiesl.in	
6.5	<b>Bid Offer Validity:</b> The Proposal shall be valid for a period of one hundred twenty (120) calendar days from the date of opening of Technical Bid. Prior to expiry of the validity period of the Proposal, AIESL may request the Bidders to extend the validity period of the Proposals. The request and the response there to shall be made in writing. A Bidder agreeing to the request shall not be permitted to modify its Proposal but shall be required to extend the validity of its Proposal. All the terms of the RFP shall continue to be applicable during the extended period of validity.	
6.6	<b>Bid Submission:</b> <b>Online on Gem Portal.</b>	
6.7	PART-I	This shall be named <b>"Technical Bid"</b> . No bid price related information shall be mentioned in the Technical Bid. Note Price Bid can be masked [REDACTED]
6.8	PART-II	It shall be named <b>"Price Bid"</b> and shall comprise of Bill of Quantity and Price.
6.9	Technical Bid opening venue will be at the office AIESL and as per given schedule. If so desired, a representative of Bidder may be present at the time of opening of tenders. The representative must carry an authority letter from the Bidder's authorized signatory for participation in the tender opening. The name of the representative may also preferably be directly sent to AIESL in advance of the date of opening of the tenders by e-mail as under: E-mail: dgmppcnr@aiesl.in	
6.10	Price bids will be opened of those bidders who have successfully fulfilled the technical criteria. They will be intimated separately through email.	



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- 7.1.1 An Earnest Money Deposit (EMD) of Rs. 36,000/- /- INR must be submitted online on the AIESL website.
- 7.1.2 It is clarified that Bidders seeking exemption under MSME provisions are required to submit the Bid Security Declaration Form in the manner provided in Instructions to Bidder in lieu of the Earnest Money Deposit.
- 7.1.3 Tenders received without EMD shall be rejected.
- 7.1.4 In case a Bidder withdraws his bid during the process of evaluation of tender or fails or refuses to accept the contract if awarded in his favor, the Earnest Money Deposit will be forfeited.
- 7.1.5 EMD of the Tenders, who do not qualify in the 'Technical Bid', will be refunded to them within one month of the award of contract.
- 7.1.6 EMD in respect of the successful Bidder will be adjusted against Security Deposit / Performance Bank Guarantee. EMD in respect of bidders, who have been unsuccessful in the evaluation of the price bids, would be refunded within one month of award of the contract.

**7.2 Security Deposit / Performance Bank Guarantee**

- 7.2.1 A Security deposit (SD) @ 5 % of the contract value, or a Performance Bank Guarantee (PBG) for the same amount would be required to be submitted through the AIESL website by the successful Bidder within two weeks from the date of award of contract. The SD / PBG is for meeting the project commitments till the end of the contract period. The SD / PBG would be refunded / returned within three months on successful completion of contract period subject to adjustment for penalties, if any, on account of deficiencies in performance as per the terms of the contract.
- 7.2.2 It is to be noted that the costs involved in furnishing of the PBG / SD are to be borne by the bidder who has been awarded the contract and the same is to be included in the commercial bid.

**7.3 Invoices and Payment:****7.3.1 Invoices**

On successful completion of month, the invoices shall be submitted by successful Bidder to the User dept. (Pers. Dept.), NR for certification and further processing of the same for payment through PPMM.

**7.3.2 Billing**

- a. Bills will be cleared after submission of SD.
- b. The payment terms will be released up to 60 (sixty) days from the first day of submission of Bill(s)/ Invoice(s) for certification thereof by the User Department of AIESL.
- c. No Advance payment shall be made by AIESL.
- d. Payments will be made through ECS (Electronic Clearance Service) mode only.
- e. The payment shall be made after deduction of all applicable taxes including Tax Deducted at Source (TDS).
- f. Payments will be withheld if the service provider doesn't maintain a satisfactory performance of services.
- g. In case the AIESL is not able to claim input GST credit on account of any fault, omission or noncompliance by the Service Provider, the Service Provider shall take prompt corrective action to ensure that the AIESL is able to claim input GST credit. Till such corrective action is taken, the AIESL reserves the right to withhold the payments to the extent of GST credit. However, if the AIESL is not able to claim input GST (In spite of the corrective actions taken by the vendor), then the AIESL shall reserve the right to permanently withhold payment to the extent of GST.



**Tender for Supply of Water Jar 20 L (Drinking Water) at AI Engineering Services Limited****8. General Terms and Conditions (GTC)**

8.1	<p><b>8.1.a Penalty:</b></p> <p>a) In case the Successful Tenderer fails wholly or partly to carry out the assigned work within the assigned time or the work is not performed to the satisfaction of "AI Engineering Services Ltd", the same shall be arranged through other agencies at the risk and cost of the TENDERER/Bidder/ Service Provider. In this case "AIESL" may terminate the Contract without prejudice to any rights which AIESL may have on the Tenderer under the Contract.</p> <p>b) No payment shall be made for the contaminated water supply jars and the same is to be replaced also a penalty of Rs.150/- per jar would be levied multiplied by number of contaminated water jars.</p> <p>c) In case of delayed supply/non supply of water jars as per work scope, a penalty of Rs.5000/- will be imposed for every occasion of delayed/non supply of Water jars.</p> <p><b>8.1.b Exit Clause / Termination of the Contract/Agreement:</b></p> <p><b>The Contract may be terminated under the following circumstances:</b></p> <ol style="list-style-type: none"> <li>1) AIESL may at any time terminate the Contract with immediate effect by giving written notice to the Tenderer/ Bidder, if Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to "AIESL". In this case no compensation shall be made available to the Bidder/Tenderer.</li> <li>2) In case of breach of contract without notice period or any of the clauses of this tender document, Security deposit shall be forfeited.</li> <li>3) In case of unsatisfactory performance* AIESL shall issue a notice (Notice No. 1) of 30 days to the party to rectify the breach and improve the performance.</li> <li>4) Again if services not improved after issuance of Notice no 1 ,notice no 2 shall be issued further it may be noted that if notice no 3 is issued, it will automatically terminate the contract.</li> <li>5) In case, after the receipt of notice no 1 if service provider performance deemed satisfactory initially and over a period, service provider again starts in degrading the services, the following notice issued shall be regarded as Notice No. 2.Only two notices are permissible throughout the duration of the contract. The issuance of Notice No. 3 shall result in the automatic termination of said contract.</li> <li>6) The Tenderer/Bidder shall not have any right to dispute or question the judgment of 'AIESL' on its unsatisfactory performance.</li> <li>7) <b>In case of any change in circumstances/operations</b> of AIESL, "AIESL" shall have the right to terminate the Contract by serving 90 days written notice to the Tenderer/Bidder. In this case, the Tenderer/Bidder shall not have any right to claim damages/compensation from "AIESL"</li> <li>8) Similarly the successful Tenderer shall also be at liberty to terminate the Contract by providing to AIESL 90 days written notice. However, the Tenderer/Bidder shall comply with their Contractual obligations during the period and thereafter, shall discharge the obligations arising out of the Agreement/Contract till the termination. The successful tenderer who executes this exit clause will however, not be allowed to participate in the immediate next tender floated for the subject job or up to 03 years at the sole discretion of AI Engineering Services Limited.</li> </ol>
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8.2	<p><b><u>Fall in price clause</u></b></p> <p>The successful bidder should pass on any benefits arising due to lower taxation or change in input/raw material cost by virtue of some exemption by government or for any reasons during the contract/order</p>
8.3	<p><b><u>Force Majeure Event</u></b></p> <p>8.3.1 Neither the Service Provider nor AIESL (collectively “Parties” and individually “Party”) shall be in breach of any obligation under the Contract if it is unable to perform that obligation in whole or part by reason of occurrence of Force Majeure Event.</p> <p>8.3.2 Force Majeure Event means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity, but not including seasonal rains) or events such as a war, strike, riots. The affected Party shall give immediate notice in writing of occurrence of a Force Majeure Event as soon as it occurs (in any case not later than 5 days of information about the occurrence of such an event becoming known to such Party) and shall thereafter keep the other Party informed of the continuation or termination of such event as soon as possible (and in any event within three (3) days of the continuation or termination of such event).</p> <p>8.3.3 Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall use its best reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force Majeure and shall reasonably allocate its available resources, giving priority to its obligations under the Contract.</p> <p>8.3.4 The Party so affected shall take all reasonable steps to remedy the failure and reasonably allocate its available resources, giving priority to perform its obligations under the Contract and to keep the other Party informed of the steps being taken to mitigate the effects of an event of force majeure.</p> <p>8.3.5 If the performance in whole or in part or any obligation under the Contract is prevented or delayed by any reason of subsistence of a Force Majeure Event for a period exceeding 90 (Ninety) days, either Party may at its option terminate the Contract without any repercussions on either side.</p> <p>8.3.6 Notwithstanding the punitive provisions contained in the Contract for delay or breach of Contract, the Service Provider would not be liable for imposition of any such damages so long as the delay and/or failure of the Service Provider in fulfilling its obligations under the Contract solely attributable to the occurrence of a Force Majeure Event.</p>
8.4	<p><b><u>Resolution of Disputes and Arbitration</u></b></p> <p>8.4.1 Any dispute arising between the Service Provider and AIESL (Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the Contract or the validity or breach thereof (the “Dispute”), shall first be settled by mutual consultation between the authorized representatives of the Parties. If the Dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has, the same shall be settled and finally resolved by arbitration.</p> <p>8.4.2 Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one- (1) arbitrator each and the two (2) such appointed arbitrators shall in turn appoint the third (3rd) arbitrator as the presiding arbitrator.</p>

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	<p>8.4.3 The arbitration award passed under the arbitration shall be final and binding on the Parties.</p> <p>8.4.4 The proceedings of the Arbitration shall be conducted in English language and place of arbitration shall be Delhi.</p> <p>8.4.5 Each Party shall bear their own cost with respect to such arbitration</p>
8.5	<p><b><u>Subcontracting</u></b></p> <p>a) The essence of the Tender is that there will be no subcontracting or delegation or outsourcing of any of Services to any third party.</p> <p>b) Any Subcontract may be allowed by the Successful Bidder after the issuance of the LOA.</p> <p>c) However, if any sub-contracting is proposed by the Successful Bidder, such appointment / engagement of the sub-contractor shall be at the sole discretion of AIESL. Before proceeding, it is necessary to obtain written permission from AIESL.</p> <p>d) In event, the Contract is sub-contracted or assigned, in violation of terms specified hereunder or the Contract, AIESL reserves the right to terminate the Contract and/ or take appropriate action against the Successful Bidder/ claim damages/ any other remedies for breach of the Tender/ Contract as per applicable penalty clause specified in this Tender document.</p>
8.6	<p><b><u>Recovery of Sums Due</u></b></p> <p>a) Whenever under the Contract any sum of money is recoverable from Bidder, AIESL shall be entitled to recover such sum from the monthly bills. If the value of monthly bills is not sufficient to recover the dues recoverable under the contract, the same will be recovered by invoking bank guarantee / security deposit held by AIESL. In the event of the said security deposit /Bank Guarantee being insufficient, the balance of total amount recoverable shall be deducted from any sum due to Bidder under this or any other contract with AIESL.</p> <p>b) Should this amount be insufficient to cover the said full amount recoverable, Bidder shall pay to AIESL on demand the balance amount within 14 days of the demand along with the interest as per applicable SBI lending rate from the due date specified in the demand notice.</p> <p>c) If any amount due to AIESL is so set off against the said security deposit, the Service Provider shall have to make good, the said amount immediately but not later than 14 (fourteen) calendar days, to restore the Security Deposit to its original value. Non-restoration of such Security Deposit will be treated as event of default, leading to right of AIESL to take appropriate remedial action, including termination.</p> <p>d) In addition to the above, AIESL reserves the right to deduct from the Successful Bidder's invoice, amounts attributable to loss or damage caused to AIESL -employees / cargo / equipment / machinery / building or any other property of AIESL or any damage caused to any third party by negligence or due to reasons attributable to the Successful Bidder including its employees.</p>
8.7	<p><b><u>Intellectual Property</u></b></p> <p>a) The Successful Bidder warrants that in providing the Services under the Contract, it shall not infringe the intellectual property including without limitation trademark, copyright design, right patent or etc. of AIESL and / or of any third party and agrees to defend, hold harmless and indemnify AIESL against any losses, damages, claims, costs, expenses etc. suffered by AIESL arising from any such infringement of any</p>

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	<p>intellectual property.</p> <p>b) The intellectual property produced by the Successful Bidder during or in relation to the Services under the Contract shall belong to AIESL absolutely.</p> <p>c) AIESL reserves the right for injunctive relief to prevent the breach of any it's or third parties' intellectual property rights.</p> <p>d) If the use of the Services is preliminarily or permanently enjoined because of a finding of infringement or the likelihood of infringement of the Successful Bidder's intellectual property, the Successful Bidder shall, at its sole cost and expense, and at its option:</p> <p>i) procure for AIESL the right to continue using the Services; or</p> <p>ii) modify the Services so that it becomes non -infringing; or</p> <p>iii) Refund to AIESL the money paid by AIESL for the enjoined part or parts of the Services.</p>
8.8	<p><b><u>Assignment</u></b></p> <p>During the Term of the Contract, the Successful Bidder shall not assign any of its rights or duties under the Contract without prior written consent of AIESL. Any assignment or transfer in violation of this Clause shall result in termination by AIESL with damages to the Successful Bidder.</p>
8.9	<p><b><u>Non-Waiver</u></b></p> <p>Failure of AIESL to enforce any of the terms &amp; conditions incorporated in the Tender / Contract, or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify the Successful Bidder in the event of breach, or the acceptance of or payment of any Services hereunder shall not release the Successful Bidder and shall not be deemed a waiver of any right of AIESL to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such Services regardless of when such Services have been delivered nor shall any purported verbal modification or revision of the order by AIESL act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of any condition of the Tender and Contract by AIESL shall not be considered as a continuous waiver or waiver for other condition by AIESL.</p>
8.10	<p><b><u>Fraudulent Practices</u></b></p> <p>a) AIESL requires that Bidders observe the highest standard of ethics during the Bidding process and execution of contracts. In pursuance of this, AIESL defines, for the purpose so this provision, the terms set forth be low as follows:</p> <p>i. <b>"Corrupt practice"</b> means the offering, giving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>ii. <b>"Fraudulent practice"</b> means a misrepresentation of facts to influence a procurement process, or the execution of a contract deemed to be detrimental to AIESL and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive AIESL of the benefits of free and open competition.</p> <p>b) Shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract.</p> <p>c) Shall declare a Bidder ineligible and blacklist such Bidder, either indefinitely or for a stated period if at any time, AIESL determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.</p> <p>d) Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent / corrupt practices during the currency of the Contract.</p>



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	e) EMD or Security deposit shall be forfeited in addition to the above-mentioned remedies which AIESL shall have taken.
8.11	<p><b><u>Conflict of Interests</u></b></p> <p><b>8.10.1 Service Provider (SP) not to Benefit from Commissions, Discounts, etc.</b> The payment to SP under this Contract shall constitute the SP's sole remuneration in connection with this Contract or the services. The SP shall not accept, for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services in the discharge of their obligations hereunder.</p> <p><b>8.10.2 Prohibition of Conflicting Activities</b> Neither the SP nor the Personnel shall engage, either directly or indirectly, in any business or professional activities conflicting to the Services assigned to them under this Contract.</p>
8.12	<p><b><u>Change Management</u></b></p> <p>The SP shall address all the problems which will occur during the contract period at no additional cost. The Service Provider shall identify the procedure and plan to resolve these problems to achieve desired performance.</p> <p>Introducing a Change</p> <p>i) AIESL shall have the right to propose, and subsequently require, AIESL to order the SP from time to time during the performance of the Contract to make any change in requirements provided that such Change falls within the general scope of the work, does not constitute unrelated work, and is technically practicable.</p> <p>ii) The SP may from time to time during its performance of the Contract propose to AIESL for any Change that the SP considers necessary or desirable to improve the quality or efficiency of the contract. AIESL may at its discretion approve or reject any Change proposed by the SP.</p> <p>iii) Notwithstanding the clauses mentioned above, no change made necessary because of any default of the SP in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any extra cost or Time for achieving Operational Acceptance.</p> <p>AIESL and SP will agree, during contract period for coordination to achieve better result within the work scope.</p>
8.13	<p><b><u>Confidentiality</u></b></p> <p>i) The Bidder / Successful Bidder shall always keep confidential, all information acquired in consequence of this Tender, including (without limitation) the any / all data concerning the technology, software &amp; programs, technical processes, business processes, procedures, personal data, business affairs, AIESL customer/ passenger details, "Confidential Information" of AIESL. Confidential information shall also include information that is designated as 'confidential' or which by its nature is clearly confidential.</p> <p>ii) The Bidder / Successful Bidder shall not disclose the Confidential Information to any other third party without the prior written consent of AIESL unless such disclosure is (a) required by law, decree, order or directive of a competent judicial / administrative / legislative authority (b) such Confidential Information is or becomes generally available to the public through no breach of such Bidder / Successful Bidder (c) was in the Bidder / Successful Bidder's possession prior to the time of receipt of it by such Bidder / Successful Bidder (d) Is developed independently by the Bidder / Successful Bidder or (e) is rightfully obtained by third party without breach of this Clause.</p> <p>iii) As such, the Bidder / Successful Bidder agrees to keep such Confidential Information as strictly confidential and shall disclose the same to their employees / professional advisers only on a 'need to know' basis.</p> <p>iv) The Bidder / Successful Bidder agree that any such information received by it shall be (1) protected and kept in strict confidence, using the same degree of care and safeguards</p>

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	<p>as it uses to protect its own information of like importance, but in any case, no less than a reasonable degree of care</p> <p>(2) not to use Confidential Information for any purpose other than to carry out its respective obligations under this Tender.</p> <p>v) It is understood by the Bidder / Successful Bidder that the breach of provisions of this Clause or the provisions of confidentiality agreed by the parties under the Contract shall cause irreparable harm and injury to AIESL for which monetary compensation may not be adequate. Therefore, in addition to the damages, AIESL shall be entitled to injunctive or other equitable relief against such Bidder / Successful Bidder or any other remedy under law or at equity.</p> <p>vi) The Bidder/ Successful Bidder shall execute a separate Non-Disclosure Agreement with AIESL on non-judicial stamp paper of requisite value. In addition to the content hereunder, all global laws related to privacy and confidentiality will have to be maintained.</p> <p>vii) The Successful Bidder shall be committed to respect privacy and to ensure lawful processing of personal data. The Successful Bidder shall be responsible, as a sole data controller, for its own processing of personal data pursuant to and / or in connection with the Contract.</p>
8.14	<p><b><u>Indemnification</u></b></p> <p>A. The Service Provider shall indemnify AIESL against all liability arising out of any claim, penalty, loss damages or costs actually paid, suffered, or incurred by AIESL pursuant to any injury or death to any person or by reasons of any damage to any property (including but not limited to the Aircrafts/Aircraft parts/Equipment's) belonging to AIESL caused by the Service Provider's personnel deployed for the Services. In case, any such amount is not deposited / paid to AIESL, the same shall be deducted from Security Deposits / Bills / Future payments due to the Service Provider, without prejudice to the other rights available to AIESL under any applicable law.</p> <p>B. The Successful Bidder shall indemnify AIESL from all liability arising out of any claim /penalty /loss or damages, including costs (including counsel fees and reasonable legal cost) thereof, arising out of any breach or violation by the Successful Bidder of any provisions of any law, including but not limited to the intellectual property rights whether in India or any other country and labor laws governing the employees of the Successful Bidder.</p>

**9. BLACKLISTING CONDITION**

	<p>The party shall be black listed from participating in any AIESL tenders for next three years in case</p> <ol style="list-style-type: none"> <li>Adopts fraudulent practices cited above in clause and against errant bidders as specified in clause.</li> <li>Withdraws after award of purchase order/Letter of intent and fails to commence within stipulated period.</li> <li>In view of the serious nature of the misconduct involving theft/pilferage or any other illegal activity.</li> </ol>
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**10. Exemptions / Preference to MSME Units:**

10.1	As per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.12 by Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSEs must be registered with any of the following to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012
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	i. District Industries Centers (DIC) ii. Khadi and Village Industries Commission (KVIC) iii. Khadi and Village Industries Board iv. Coir Board v. National Small Industries Corporation (NSPC) vi. Directorate of Handicraft and Handloom vii. Any other body specified by Ministry of MSME. viii. Udyog Aadhaar
10.2	MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the tendered item along with their bid.
10.3	The MSEs registered with District Industries Centers must submit the Acknowledgement of Entrepreneur Memorandum (EM) Part-II along with their bid. The MSEs registered with National Small Industries Corporation (NSPC) must submit the valid NSPC registration certificate along with their bid.
10.4	The Micro and Small Enterprises not registered for the trade/item for which this tender is relevant, would not be eligible for exemption / preference.
10.5	The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.
10.6	The MSEs, who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
10.7	Exemption from submission of EMD – The MSEs registered with above mentioned agencies/bodies are exempted from payment of EMD.
10.8	The Successful Bidder (MSME/Non-MSME) will be required to submit the Security Deposit as applicable on the Contract value. However, in case of MSE Bidders, the Security Deposit/Bank Guarantee can be submitted on yearly basis renewable every year.
10.9	<b>Note:</b> Above policy of extending benefits is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.

**11. Exemptions / Preference to Start-up :****START UP EXEMPTION –**

Startups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) are exempt from experience and turnover criteria however, all the other terms and conditions shall remain applicable.

**12. Quality requirement to be maintained by the Service Provider – MUST CONDITION**

Service provider shall only supply bottles with ISI marking conforming to IS: 14543, BIS and FSSAI standards.

1. Service provider shall ensure that bottles supplied are not damaged, in reasonably good condition, not yellowish or faded and with untampered seal.

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2. The water should be visually clear and free of any suspended particles.
3. Packaging date of water bottles supplied should not be older than one week from the date of delivery.
4. In an event that packaging date exceeds beyond 1 week at the time of delivery then the bottle shall be replaced immediately by service provider at no extra cost to buyer. Penalties for repeated instances shall be applicable as per provisions of the contract.
5. There should be computerized coding mentioning manufacturing date, MRP and Batch No.



**Tender for Supply of Water Jar 20 L (Drinking Water) at AI Engineering Services Limited****11. Work Scope**

The service provider to deliver 20L drinking water jars at various locations listed below:-

**Location 1: AIESL, IGIA T2 Delhi 110037.**

S/N	LOCATION (Delivery of jars twice a week mandatory)	Placement of Jars
1	GM. (ENGG)	7
2	INDUSTRIAL ENGG.	5
3	PERSONNEL DEPT. (FIRST FLOOR+ Creche)	10
4	FINANCE DEPT. (FIRST FLOOR)	2
5	CHIEF SECURITY OFFICE	5
6	MAIN SECURITY GATE	5
7	WHEEL + BRAKE + HYD SHOP	15
8	EDP - IT OFFICE	5
9	AVIONICS STORE Basement I First Floor	5
10	ATEC SHOP	5
11	PPMM (DGM OFFICE+CPO+R&D + FIRST FLOOR)	20
12	RADIO SHOP (FIRST FLOOR)	5
13	ELECTRICAL SHOP (FIRST FLOOR)	5
14	INSTRUMENT SHOP (FIRST FLOOR)	5
15	IT MRO FIRST FLOOR	5
16	TEST CELL	5
17	CANTEEN	25
18	MAJOR MAINTAINANCE HANGER	40
19	M. TRAINING SCHOOL	15
20	MEDICAL SECTION + UNIFORM STORE	5

**Total No of bottles per service - 194 (AIESL, IGIA T2 Delhi 110037)**

**Location 2:**

S/N	LOCATION (Delivery of jars twice a week mandatory)	Placement of Jars
1	EMF BUILDING, Gate No. 14	30

**Total No of bottles per service - 30 (Dwarka Office)**

**Location 3: AIESL CRA Building Safdurjung Airport**

S/N	LOCATION (Delivery of jars twice a week mandatory)	Placement of Jars
1	Second Floor CRA Building	15
2	Basement (Finance + IT)	15

**Total No of bottles per service - 30 (AIESL CRA Building Safdurjung Airport)**

**Total No of Bottles all locations (per service) = 194+30+30 = 254**

**No of Service days in a Month - 8 days for all locations**

**Note : Water Jars MUST be twice a week on Monday and Thursday. In case of a holiday, supplier may provide on the next working day.**

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- New jars to be supplied at above locations. Dirty Jars not acceptable.
- Jars to be delivered at above locations by bidder's manpower ensuring uninterrupted potable water supply of jar to every Dept./Section.
- Consumption is 2032 jars per month. May increase or decrease subject to season/demand.
- Delivery to be done thrice a week is mandatory.
- Location No. 3 observes 5 day pattern, every Saturday & Sunday is holiday.
- Penalty of Rs. 5,000/- shall be charged for no supply shall be levied per day.
- Penalty of Rs. 150/- if any contamination found in water shall be levied per Jar. For that lot remaining jars to be replaced at free of cost. However penalty shall be imposed along with free replacement of jars.



**Tender for Supply of Water Jar 20 L (Drinking Water) at AI Engineering Services Limited****12. Technical Bid(s) Form (Part- I):**

S/N	Descriptions	Remarks
1	<p>The Bidder must be Distributor/supplier for at least last 03 years i.e., on or before 1st Jan 2023. Supporting document in form of either Purchase Order (3 POs) or commissioning report (03) is to be submitted. (Soft copies).</p> <p>(i) 3 (three) similar works costing not less than <b>(Rs. 7,20,000/- yearly only)</b></p> <p><b>OR</b></p> <p>(ii) 2 (two) similar works, each costing not less than <b>(Rs. 9,00,000/- yearly only-)</b></p> <p><b>OR</b></p> <p>(iii) 1 (one) similar works, each costing not less than <b>(Rs. 14,40,000/- yearly only)</b></p>	Attach Three (3) Purchase Orders.
2	The Bidder can visit the site prior to bid submission & get acquainted with the site conditions before bidding. The interested parties may contact authorized representative of the O/o Executive (HR), NR to discuss scope and quantum of work (Mandatory)	
3	EMD enclosed (Mandatory)	Yes/No
4	<p>i. Company must be Authorized Processor (enclose Authorizations Network Certificate)</p> <p>ii. Plant Must be approved from Pollution Control Board PCB</p> <p>iii. Enclose Bureau of Indian Standard Certificate.</p> <p>iv. Groundwater extraction Certificate.</p> <p>v. Enclose Food Safety and Standards Authority of India Certificate.</p>	Mandatory
5	Enclose soft copy of Pan Card & GST (REG-06 certificate). (Mandatory).	
6	<p>The domestic bidder shall have an average annual turnover of Rs. 08 Lakhs or more in FY 2021-22, FY 2022-23 &amp; FY 2023-24. Whether the Domestic bidder has submitted the following documents in Support of the Average Annual Turnover as follows –</p> <p>A. In case the domestic bidder is required to get his books of accounts audited as per law, Self-attested copy of audited balance sheet and profit &amp; loss account for FY 2021-22, FY 2022-23 &amp; FY 2023-24 is submitted.</p> <p>B. In case of bidder is not required to get its books of accounts audited as per law, A Certificate From A Chartered Accountant certifying its Turnover for FY 2021-22, FY 2022-23 &amp; FY 2023-24 is submitted</p>	



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7	The Tenderer must be an income tax payee and should furnish PAN No., Self-attested copy(s) of income tax return for the 2021-22, FY 2022-23 & FY 2023-24 be enclosed with Technical Bid. (Mandatory).	
8	Service provider shall only supply bottles with ISI marking conforming to IS: 14543, BIS and FSSAI standards-MANDATORY	

AIESL/ Authority inviting Tender will open the bids received at the time, date and place specified in the bid. Bidder(s) can view Bid opening event in person or over online call at their end. In the event of the Specified date for the opening of bids being declared a holiday for AIESL, the Bids will be opened at the appointed time and location on the next working day.

**12.1 Technical Bid(s) (Part- I) Evaluation (TBE):**

1.	Part-I i.e., Technical Bids shall be evaluated for establishing eligibility of the bidder as well as techno-commercially responsiveness as per bid conditions, and a list will be drawn up of the responsive bids whose bids are eligible for consideration.
2.	During the detailed evaluation of "Technical Bids", AIESL will determine whether each Bid: <ul style="list-style-type: none"> <li>i. Meets the eligibility criteria</li> <li>ii. Has been properly signed</li> <li>iii. Is accompanied by the required bid securities declarations</li> <li>iv. Is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Price Bids", the responsiveness of the bids will be further determined as per remaining bid conditions, i.e., Bill of Quantity and Price, Technical Specifications, if any.</li> </ul>
3.	<p>A substantially responsive "Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:</p> <p>Which affects in any substantial way the scope, quality, or performance of the Works?  Which limits in any substantial way, AIESL's rights, or the Bidder's obligations under the Contract?  Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids or 'Which is inconsistent with the bidding documents,</p> <p>If a "Bid" is not substantially responsive, it will be rejected by AIESL and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.</p> <p>During Technical qualification/ Commercial Bid evaluation, AIESL may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or e-mail, however, no change in the price or substance of the Bid shall be sought, offered, or permitted. Reply shall be submitted by Bidder within a stated reasonable period. If Bidder does not provide clarifications of the information requested by the date and time set in AIESL's request for clarification, its Bid may be rejected.</p>
4.	AIESL will award the Contract to the Bidder who has offered the lowest evaluated Bid price criteria, provided that such Bidder has been determined to be eligible in accordance with the provisions of Bid evaluation and eligibility criteria.
5.	AIESL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed of the same by AIESL unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific, or economic interest of the state or lead to incitement of an offence.

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6.	The bidder whose bid has been accepted will be notified of the award by AIESL prior to expiration of the Bid validity period through the "Letter of Acceptance/ Letter of Award", which will state the sum that AIESL will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract.
7.	AIESL will evaluate and compare the submitted bids on Least cost selection L1 criteria, whose bids are determined to be substantially techno-commercially.
8.	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.
9.	In the event the Bidder fails to provide any information or documents sought by AIESL, the Bid of the said Bidder shall be rejected by AIESL. No correspondence in this regard will be entertained.
10.	The Bidders must meet all the mandatory technical qualification criteria as listed in this tender, Should a bidder fail to comply with one or more of the mandatory criteria, his bid will not be evaluated any further.
11.	Bidders are advised to note that taking deviation to following terms and conditions of Tender shall lead to rejection of their Bids: <ul style="list-style-type: none"> <li>i. Firm/Quoted Price throughout the Contract Period and the extension period</li> <li>ii. Scope of work</li> <li>iii. EMD</li> <li>iv. Period of Validity of Bid</li> <li>v. Performance Bank Guarantee / Security Deposit</li> <li>vi. Arbitration / Resolution of Dispute</li> <li>vii. Force Majeure</li> <li>viii. Statutory Compliance to Applicable Laws</li> <li>ix. Registration of PAN &amp; GST in the name of Firm</li> </ul>
12.	AIESL would evaluate the responses based on the detailed information as provided. The decision of AIESL in this regard shall be final.
13.	The Bidders who qualify as per the Technical Bid evaluation criteria and other requirements of the Tender would be considered for next stage of Tender process.
14.	Bids will be rejected if submitted after the last date as per Table 1
15.	Bids will be rejected in case of EMD is not submitted except if the bidder is exempted as per MSME exemptions
16.	The award of Contract shall be subject to fulfillment (in addition to eligibility criteria and the Undertakings as provided under the Tender) of following conditions by the Bidder: <ul style="list-style-type: none"> <li>i) The Successful Bidder must convey acceptance of Letter of Award (LOA)/contract within 7 days of receipt of the same and provide their bank details with a cancelled cheque.</li> <li>ii) The Successful Bidder must commence the Services within one day after execution of the Contract/Acceptance of LoA.</li> <li>iii) The Successful Bidder shall execute the Contract within 14 days of acceptance of LOA. The cost towards the preparation and execution of the Contract shall be borne by the Successful Bidder.</li> </ul>
17.	<p><b>Make In India</b></p> <p>To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order201711. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order: -</p> <p>'L1' means the lowest tender or lowest bid, or the lowest quotation received in a tender, bidding process</p>

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	<p>or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.</p> <p>‘Margin of purchase preference’ means the maximum extent to which the price quoted by a “Class-I local supplier” may be above the L1 for the purpose of purchase preference. It has been fixed as 20 (twenty) percent.</p> <p>‘Nodal Ministry’ means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.</p> <p>‘Procuring entity’ means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.</p> <p>‘Works’ means all works as per Rule 130 of GFR- 2017 and will also include ‘turn key works.</p>
18.	<p><b>Verification of local content:</b></p> <p>The ‘Class-I local supplier’/ ‘Class-II local supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for ‘Class-I local supplier’/ ‘Class-II local supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>In cases of procurement for a value in excess of Rs. 10 crore, the ‘Class-I local supplier’/ ‘Class-II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p>
19.	Bids will be rejected if submitted after the last date as per Table 1
20.	Bids will be rejected in case of EMD is not submitted except if the bidder is exempted as per MSME exemptions

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**Tender for Supply of Water Jar 20 L (Drinking Water) at AI Engineering Services Limited****Price (Financial) Bid(s) (PB) (Part- II):****Price bid to be strictly submitted as per the format available on GeM**

S.No.	Scope of Supply	Make/Brand	Total Cost incl of GST
1	Potable Water Jar (20L Drinking water Jar)	Make.....  Brand.....	
<b>In Words (total amount including GST):</b>			

**Total Contract Value as per the GeM formula**

**Total Contract Value** = Price per bottle per day \* Number of bottles per Service\* Number of Service days in month \* Number of months in contract period

**Ref to work scope of all the details****Note:**

**In Technical Bid submission on Gem portal, kindly mask rates On GeM portal Final amount quoted must inclusive of all taxes.**

1.	The Part-II i.e. Price Bid of only of those Bidder(s), who are found to be meeting the eligibility criteria as well as techno-commercially responsive for the subject Works shall be opened thereafter. The date of opening of the Bid shall be notified separately to all the eligible & techno-commercial responsive Bidder. Bidder(s) can view Bid opening event in person only
2.	The Bids of Bidder(s), who are not considered eligible and techno commercial responsive, shall not be opened. The decision of AIESL will be final and binding in this regard.
3.	The Price Bids of only those Bidders who qualify under the Criteria and comply with the other Tender requirements would be considered for bid evaluation.
4.	All the prices will be in Indian Rupees (in words and figures). In case of discrepancy, the amount in word will prevail.
5.	The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract. A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as nonresponsive.
6.	Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (zero) in all such fields.
7.	It is mandatory to capture all taxes including duties and levies & all toll charges wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder and should be mentioned separately.
8.	The bid amount shall be inclusive of packing, forwarding, transportation, insurance, labor cost delivery charges and any other charges as applicable.
9.	All costs incurred due to delay of any sort, shall be borne by the Bidder.



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10.	AIESL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.
11.	AIESL reserves the right to ask the Bidder to submit analysis of rate and data sheet for the rates quoted in the Price bid by the bidder including break-up of price quoted.
12.	If the price for any of the service is not explicitly quoted in the price bid or mentioned as zero, it is assumed that the price for that element is absorbed in some other service element for which a price has been quoted and AIESL has the right to source services for which no price was quoted or quoted as zero at no additional price.
13.	If taxes or any other applicable charges are not indicated explicitly, they are assumed to be bundled within the prices quoted and unbundling of these charges will not be entertained either during evaluation or while signing the contract.
14.	The costs quoted should be individually classified under "Recurring" and "Non-Recurring". All such costs would be considered for evaluation of the price bids.
15.	It will be the responsibility of the bidder to comply and pay all taxes / levies / duties in the country of origin as well as in India, as applicable for the entire contract.
16.	The prices quoted in the commercial bid must be exclusive of all applicable taxes and duties. The taxes and duties components applicable in the country of origin of the Bidder as well as that applicable in India for all the items of price bid format should be indicated clearly and separately in the Price Bid. In case, no taxes are applicable, it should be indicated as 'NIL' or 'Zero' in the price bid format.
17.	TDS (applicable to Indian bidders) shall be deducted by AIESL on all payments, as per applicable Government of India rules & regulations.
18.	Any increase in taxes / levies / duties in subsequent years will be reimbursed by AIESL on submission of proof of payment by the bidder. Similarly, in case of any reduction in the taxes / levies / duties from the present level, the benefit will be passed on to AIESL.
19.	In case, any new taxes/ levies/ duties are introduced in future by the Government in the country of origin or in India during the period of the contract, the same shall be reimbursed to the bidder by AIESL on submission of proof of such payments.
20.	The service provider should maintain records of trips performed date wise and submit the same with bills with due certification
21.	Conditional discounts and credits, if any offered in the price bid, will not be considered for price comparison.
22.	Representations, if any, for modifications to the price quoted in the price bids will not be entertained after opening of the Tender.

**Price Preference**

23.	The MSEs registered with above mentioned agencies/bodies for the Tendered Service and quoting price within price band of L1+15% (fifteen per cent) shall also be allowed to supply a portion of requirement by bringing down their price to the price quoted by L1 in a situation where the price quoted by the L1 Bidder (the "L1 Price") is from other than a MSE and such MSE shall be allowed to supply up to 25 % (twenty per cent) of total Tendered value/service. In case of more than one such MSMEs are in the price band of L-1 + 15% and matches the L-1 Price, the 20% value shall be shared proportionately, if it can be divided, else the complete contract shall be allocated to the MSME unit.
24.	An MSE unit will not get any purchase preference over another MSE unit.



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25.	Note: Above policy of extending benefits is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.
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**Award of Contract:**

Lowest cost per jar inclusive of all taxes, freight charges. Final Selection Marking Methodology: The final selection of the bidder will be based on Least Cost Selection (L1). The bidder quoting the lowest bid will be awarded the contract. In Gem portal bidder to quote price inclusive of taxes.

**Award Criteria & AIESL's Right to accept/ reject any or all Bids:**

1	AIESL will award the Contract to the Bidder who has offered the lowest evaluated Bid price criteria, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Bid evaluation and eligibility criteria; (b) determined substantive responsive.
2	AIESL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed of the same by AIESL unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific, or economic interest of the state or lead to incitement of an offence.
3	The bidder whose bid has been accepted will be notified of the award by AIESL prior to expiration of the Bid validity period through the "Letter of Acceptance/ Letter of Award", which will state the sum that AIESL will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract.
4	The notification of award will constitute the formation of the Contract until the Formal Agreement is signed. The successful bidder shall execute Contract Agreement and sign the Integrity Pact (wherever applicable) with AIESL on non-judicial paper of appropriate value as per Stamp Act in the format appended within 28 days from the date of issue of Letter of Acceptance/ Letter of Award.
5	The award of Contract shall be subject to fulfillment (in addition to eligibility criteria and the Undertakings as provided under the Tender) of following conditions by the Bidder: i) The Successful Bidder must convey acceptance of Letter of Award (LOA)/contract within 7 days of receipt of the same and provide their bank details with a cancelled cheque. i) The Successful Bidder must commence the Services within one day after execution of the Contract/Acceptance of LoA. ii) The Successful Bidder shall execute the Contract within 14 days of acceptance of LOA. The cost towards the preparation and execution of the Contract shall be borne by the Successful Bidder.

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