

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height



Issued by:  
**Head, Central Procurement Cell**  
**AI Engineering Services Ltd.**  
New Delhi- 110003

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 instructions 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.

**Disclaimer:**

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 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. 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.
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
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.
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
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
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
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.

## Introduction

AI Engineering Services Limited (AIESL) is a government-owned public sector undertaking and a wholly owned subsidiary of AI Assets Holding Company Limited. It is India's largest and most comprehensive aircraft Maintenance, Repair, and Overhaul (MRO) organizations.

AIESL is fully approved by the Directorate General of Civil Aviation (DGCA) and serves as a one-stop-shop for all aircraft engineering and maintenance requirements. With a pan-India footprint, AIESL operates major maintenance facilities at key airports including Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata, and Nagpur, among others.

Backed by decades of operational excellence, skilled manpower, and world-class infrastructure, AIESL offers a full range of MRO services including base maintenance, line maintenance, engine and component overhaul, structural repairs, and specialized engineering support. The organization is committed to the highest standards of safety, quality, and reliability in aircraft maintenance services.

### 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 feet 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.
- Faster 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 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.

### 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 Defence sector such as DRDO/IAF. 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.

## Table of Contents

### SECTION I: NOTICE INVITING TENDER (NIT)

- 1. Notice Inviting Tender (NIT)**
  - 1.1 Critical Data Summary
  - 1.2 Abbreviations
- 2. The Tender Document**
  - 2.1. Bidders must read the complete 'Tender Document'.
  - 2.2. Availability of the Tender Document
  - 2.3. Clarifications
- 3. Eligibility Criteria for Participation in this Tender**
- 4. Purchase Preference Policies of the Government**
- 5. Pre-bid Conference:**
- 6. Submission of Bids:**
- 7. Bid Opening**
- 8. Disclaimers and Rights of Procuring Entity**

### APPENDIX TO NIT: TENDER INFORMATION SUMMARY

### SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

- 1. The Tender Document**
  - 1.1. Basic Tender Details
  - 1.2. Interpretations, Definitions, Abbreviations and Document Conventions
  - 1.3. Overview of Contents
  - 1.4. Sections of the Tender Document (need not be signed or uploaded)
  - 1.5. Forms (To be filled, digitally signed, and uploaded by Bidders)
  - 1.6. Other Formats
- 2. Procuring Entity - Rights and Disclaimers**
  - 2.1. The Procuring Entity
  - 2.2. Right to Intellectual Property and confidentiality:
  - 2.3. Right to Reject any or all Bids
  - 2.4. Disclaimers
- 3. Bidders – Eligibility and Preferential Policies**
  - 3.1. Bidders
  - 3.2. Eligibility Criteria for Participation in this Tender
  - 3.3. Eligibility of bidders from specified countries
  - 3.4. Conflict of Interest
  - 3.5. Regulation of Indian Agents/ Associates of Foreign Principals
- 4. Purchase Preference Policies of the Government**
  - 4.1. Make in India Order
  - 4.2. Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)
  - 4.3. Support to Start-up Enterprises
- 5. The Schedule of Requirements and Form of Contract**
  - 5.1. Eligible Services – Origin and Minimum Local Content
  - 5.2. Quotation for All Schedules and all Services
  - 5.3. Facilities to be Provided by the Procuring Entity

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

- 5.4. Contract Period
- 5.5. Form of Contract
- 6. Bid Prices, Taxes and Duties**
  - 6.1. Prices
  - 6.2. Firm/ Variable Price
  - 6.3. Goods and Services Tax (GST)
  - 6.4. Payments
- 7. Downloading the Tender Document; Corrigenda and Clarifications**
  - 7.1. Downloading the Tender Document
  - 7.2. Corrigenda/ Addenda to Tender Document
  - 7.3. Clarification on the Tender Document
- 8. Pre-bid Conference**
- 9. Preparation of Bids**
  - 9.1. The bid
  - 9.2. Documents comprising the bid:
  - 9.3. Bid Validity
  - 9.4. Bid Security - Related Documents
  - 9.5. Non-compliance with these provisions
- 10. Signing and Uploading of Bids**
  - 10.1. Relationship between Bidder and eProcurement Portal
  - 10.2. Signing of bid
  - 10.3. Submission/ uploading of Bids.
  - 10.4. Modification, Resubmission and Withdrawal of Bids
- 11. Bid Opening**
- 12. Evaluation of Bids and Award of Contract**
  - 12.1. General norms
  - 12.2. Evaluation of Bids
  - 12.3. Techno-commercial Evaluation
  - 12.4. Evaluation of Financial Bids and Ranking of Bids
- 13. Award of Contract**
  - 13.1. The Procuring Entity's Rights
  - 13.2. Letter of Award (Acceptance - LoA) and Signing of Contract
- 14. Grievance Redressal/ Complaint Procedure**
- 15. Code of Integrity in Public Procurement, Misdemeanors and Penalties:**

### **SECTION III: APPENDIX TO INSTRUCTIONS TO BIDDERS (AITB)**

Additional information based on requirements

### **SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)**

- 1. General**
  - 1.1. Tenets of Interpretation
  - 1.2. Definitions
  - 1.3. Document Conventions
  - 1.4. Abbreviations:
- 2. The Contract**

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

- 2.1. Language of Contract
- 2.2. The Entire Agreement
- 2.3. Severability
- 2.4. Parties
- 2.5. Contract Documents and their Precedence
- 2.6. Modifications/ Amendments, Waivers and Forbearances
- 2.7. Separate Contracts in Connection with Services
- 2.8. Airside operation requirement
- 3. Governing Laws and Jurisdiction**
  - 3.1. Governing Laws and Jurisdiction
  - 3.2. Changes in Laws and Regulations
- 4. Communications**
  - 4.1. Communications .....
  - 4.2. Persons signing the Communications
  - 4.3. Address of the parties for sending communications by the other party.
- 5. Contractor's Obligations and restrictions on its Rights**
  - 5.1. Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business
  - 5.2. Obligation to Maintain Eligibility and Qualifications
  - 5.3. Restriction on Potential Conflict of Interests
  - 5.4. Consequences of breach by Constituents of a Contractor
  - 5.5. Assignment and Sub-contracting
  - 5.6. Obligation to Indemnify Procuring Entity
  - 5.7. Confidentiality, Secrecy, and IPR Rights
  - 5.8. Performance Bond/ Security
  - 5.9. Labour Codes and Related Obligations
  - 5.10. Insurances
  - 5.11. Permits, Approvals and Licenses
  - 5.12. Accounting, Inspection and Auditing
  - 5.13. Book Examination Clause
- 6. Procuring Entity's Obligations**
  - 6.1. Facilities to be Provided by the Procuring Entity
  - 6.2. Provision of Utilities at Site by Procuring Entity
  - 6.3. Custody and Return of the Procuring Entity's Assets loaned to Contractor
- 7. Scope of Services, Performance Standards and Quality Assurance**
  - 7.1. Scope of Services
  - 7.2. Performance Standards
  - 7.3. Quality Control and Defect Liability
  - 7.4. Eligible Services - Country of Origin and Minimum Local Content
  - 7.5. Quantity Tolerance
  - 7.6. Contract Period and Option Clause
- 8. Measurement, Variations and Modifications**
  - 8.1. Quantities in Contract
  - 8.2. The admeasurement of Inputs and Services
  - 8.3. Variations and Claims
  - 8.4. Rates for Extra Items

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**9. Deployment of Resources**

- 9.1. Site and Assets thereon
- 9.2. Key and Non-key Personnel
- 9.3. Key and Non-key Equipment, Tools and Plants
- 9.4. Materials Deployment
- 9.5. Property in Equipment and Materials brought to Site.

**10. Delivery of Services and delays**

- 10.1. Works Program
- 10.2. Compliance to Contract Manager's Instructions
- 10.3. Commencement of Services
- 10.4. Time for Delivery of services and Extensions Thereof
- 10.5. Damages and Deductions Thereof
- 10.6. Suspension of Services
- 10.7. Force Majeure

**11. Prices and Payments**

- 11.1. Prices
- 11.2. Taxes and Duties
- 11.3. Terms and Mode of Payment
- 11.4. Withholding and lien in respect of sums claimed:
- 11.5. Payments to Contractor
- 11.6. Completion Certificate and Final payment
- 11.7. Defects Liability Period
- 11.8. Payment Against Time-Barred Claims
- 11.9. Commissions and Fees.

**12. Resolution of Disputes**

- 12.1. Disputes and Excepted Matters
- 12.2. Excepted Matters
- 12.3. Adjudication
- 12.4. Conciliation of disputes
- 12.5. Arbitration Agreement

**13. Defaults, Breaches, Termination, and closure of Contract**

- 13.1. Termination due to Breach, Default, and Insolvency
- 13.2. Termination for Default/ Convenience of Procuring Entity and Frustration
- 13.3. Closure of Contract

**14. Code of Integrity in Public Procurement; Misdemeanors and Penalties**

- 14.1. Code of Integrity
- 14.2. Obligations for Proactive Disclosures:
- 14.3. Misdemeanors
- 14.4. Penalties for Misdemeanors

**SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)**

To be defined by the user with the consultation of MM section

**1. Contract Scope & Deliverables**

- 1.1 Detailed description of the goods/services/works to be provided
- 1.2 Technical specifications and performance requirements
- 1.3 Milestones, phases, or sectional completion definitions

Tender No./ 109;

Tender Title: Supply of truck mounted boom lift, 26-meter height

- 1.4 Quality standards, testing and inspection requirements
2. **Contract Duration & Program**
  - 2.1 Commencement date and conditions precedent
  - 2.2 Contract period and key deadlines
  - 2.3 Program submission requirements
  - 2.4 Provisions for extension of time
3. Warranty obligations and duration
  - 3.1 Defects liability period and associated guarantees
  - 3.2 Warranty obligations and duration
  - 3.3 Insurance requirements (types, limits, and period of coverage)
4. **Contractor's Obligations during contract period**
  - 4.1 Personnel qualifications and staffing requirements
  - 4.2 Subcontracting conditions and approval thresholds
  - 4.3 Health, Safety & Environment (HSE) obligations
  - 4.4 Site management and housekeeping responsibilities
  - 4.5 Reporting and documentation requirements
5. **Employer's Obligations**
  - 5.1 Access to site and facilities
  - 5.2 Provision of information and approvals
  - 5.3 Payment obligations and response timelines.
6. **Compliance & Legal Requirements**
  - 6.1 Governing law and jurisdiction
  - 6.2 Applicable standards, codes, and regulations
  - 6.3 Anti-bribery, ethics, and transparency requirements
  - 6.4 Data protection and confidentiality provisions
7. **Communication & Reporting**
  - 7.1 Official communication channels
  - 7.2 Submission formats (digital, hard copy)
  - 7.3 Progress meeting schedules
  - 7.4 Record-keeping and audit rights
8. **Dispute Resolution**
  - 8.1 Escalation matrix & procedure
  - 8.2 Arbitration or court processes
  - 8.3 Timeframes for initiating dispute actions
9. **Contract Termination**
  - 9.1 Termination for convenience
  - 9.2 Termination for contractor default
  - 9.3 Consequences of termination
  - 9.4 Demobilization and handover requirements
10. **Handover & Close-Out**
  - 10.1 Completion certificate requirements
  - 10.2 Final inspections, commissioning, and testing
  - 10.3 Final payment conditions
  - 10.4 Documentation and operational manual requirements

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

## **SECTION VI: SCHEDULE OF REQUIREMENTS**

Refer annexure-1

SCHEDULE VI-1: SERVICES AND ACTIVITIES SCHEDULE

### **SECTION VII: PERFORMANCE STANDARDS AND QUALITY ASSURANCE**

SCHEDULE VII-1: METHOD STATEMENT

SCHEDULE VII-2: WORK-PLAN

SCHEDULE VII-3: CRITICAL MATERIALS SCHEDULE

### **SECTION VIII: QUALIFICATION CRITERIA**

SECTION VIII-1: KEY PERSONNEL SCHEDULE

SECTION VIII-2: CRITICAL EQUIPMENT SCHEDULE

### **BIDDING FORMS**

FORM 1: BID FORM (COVERING LETTER)

FORM 1.1: BIDDER INFORMATION

FORM 1.2: ELIGIBILITY DECLARATIONS

FORM 1.3: DECLARATION BY AGENTS/ ASSOCIATES OF FOREIGN PRINCIPALS

FORM 2: SCHEDULE OF REQUIREMENTS - COMPLIANCE

FORM 3: PERFORMANCE STANDARDS AND QUALITY ASSURANCE - COMPLIANCE

FORM 3.1: METHOD STATEMENT

FORM 3.2: WORK-PLAN

FORM 3.3: PERSONNEL DEPLOYMENT PLAN

FORM 3.4: CRITICAL EQUIPMENT DEPLOYMENT PLAN

FORM 3.5: CRITICAL MATERIALS DEPLOYMENT PLAN

FORM 4: QUALIFICATION CRITERIA - COMPLIANCE

FORM 4.1: PERFORMANCE STATEMENT

FORM 4.2 NON-PERFORMANCE, LITIGATION STATEMENT

FORM 4.3 FINANCIAL CAPABILITY STATEMENTS

FORM 5: TERMS AND CONDITIONS - COMPLIANCE

FORM 6: CHECKLIST FOR BIDDERS

FORM 7: DOCUMENTS RELATING TO BID SECURITY

FORM 8: INTEGRITY PACT

### ***FORMATS***

FORMAT 1: CONTRACT FORM

FORMAT 1.1: DESCRIPTION OF SERVICES

Format 1.1.1: Personnel Deployment Plan

Format 1.1.2: Equipment Deployment Plan

Format 1.1.3: Materials Deployment Plan

FORMAT 1.2 PRICE SCHEDULE

FORMAT 1.3: BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

FORMAT 1.4: NO CLAIM CERTIFICATE

FORMAT 1.5: CERTIFICATION BY PROSPECTIVE ARBITRATORS

FORMAT 2: AUTHORIZATION FOR ATTENDING PRE-BID CONFERENCE.

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**1. Notice Inviting Tender (NIT)**

**AI Engineering Services Ltd (AIESL),  
2nd Floor, CRA Building, Safdarjung Airport Complex,  
New Delhi-110003  
Phone no-011-2566-7831  
Website: [www.aiesl.in](http://www.aiesl.in)**

**e-Tender Enquiry No. AIESL /PPMM/DEL/NR/2025-26/109**

**Date: 01.01.2026**

E-Tenders are invited on GeM Portal from eligible and qualified bidders meeting Qualification Criteria for supply of the following goods/services:

Sr. No.	Brief Description of Goods / Services /Category	Quantity (in UOM)	Earnest Money Deposit (EMD)* (in Rs.)	Remarks
1	Supply of Truck Mounted boom lift with working height of min 26 meter.	01	₹ 2,00,000	For detailed Specifications, please see work scope

For detail, the Tender is available for downloading free of cost from AIESL website [www.aiesl.in](http://www.aiesl.in) or may also be downloaded from GeM portal.

**Chief Procurement Officer  
AI Engineering Services Limited**

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

### 1.1 Critical Data Summary

AIESL Reference No.	AIESL/PPMM/DEL/NR/2025-26/109
Description of Goods	Supply of Truck Mounted boom lift with working height of min 26 meter.
Type of Tender	Product/Services: <b>Product</b> NCB (National Competitive bidding): <b>Two</b> bid system
Selection Criteria	Least cost selection L1
Submission of Bids	Through GeM Portal only
Date of issue of tender	Refer portal
Place and time of pre bid conference	Refer portal
Process to raise pre bid queries	Pre-bid queries (if any) must be raised by bidders on GeM at least one day prior to pre bid meeting. Any other mode of queries will not be entertained.
Site Visit	Not required
Last date/ time for submission of Bids documents through portal ("Due Date/ Time")	Refer Portal
Date and Time of Opening of technical Bid	Refer Portal
Opening of Financial Bid	Refer Portal
Extension of Due Date/Time	The Due Date / Time of submission and opening of Bids may be extended at any time, at the sole discretion of AIESL. Bidders are advised to visit GEM Portal regularly for updates.
Estimated value of the Tender	<b>₹ 90,00,000/-</b> (Exclusive of Taxes)
Earnest Money Deposit (EMD)	₹ 2 Lakh /- (INR two lakhs Only) Beneficiary Name: AI Engineering Services Limited, Delhi Bank Name: <u>HDFC Bank</u> Branch: BK-11, Sector-1, Noida, UP-201301 A/c No 50200107884866, IFSC Code: HDFC0001897, Payable at: New Delhi The bidder may pay the EMD amount through the following online payment link: <a href="https://forms.eduqfix.com/aiengineering/add">https://forms.eduqfix.com/aiengineering/add</a>
Period of	Work is start to finish type within 60 days after award of contract plus one year warranty
Payment Terms	30 Days

Tender No./ 109;

Tender Title: Supply of truck mounted boom lift, 26-meter height

## 1.2 ABBREVIATIONS:

AITB	Appendix to Instructions To Bidders	MSMED	MSME Development (Act)
AEP	Airport Entry Pass	NEFT	National Electronic Funds Transfer
ADP	Airport Driven Permit	NIT	Notice Inviting Tender
BCAS	Bureau of Civil Aviation Security	PAN	Permanent Account Number
BOQ	Bill of Quantities	PC	(Indian) Penal Code
BSD	Bid Securing Declaration	PPD	Procurement Policy Division
DPIIT	Department for Promotion of Industry and Internal Trade	PQB	Pre-Qualification Bidding
EFT	Electronic Funds Transfer	PVC	Price Variation Clause
EPFO	Employees Provident Fund Organization	RAP	Reverse Auction Process
ESI	Employees State Insurance	RCM	Reverse Charge Mechanism
GCC	General Conditions of Contract	SC	Scheduled Caste
GeM	Government e -Marketplace	SCC	Special Conditions of Contract
GST	Goods and Services Tax	ST	Scheduled Tribe
GSTIN	GST Identification Number	TCS	Tax Collected at Source
GTE	Global Tender Enquiry (International Competitive Bidding)	TDS	Tax Deducted at Source
HSN	Harmonized System of Nomenclature	TIA	Tender Inviting Authority
IEM	Independent External Monitor	TIS	Tender Information Summary
IPR	Intellectual Property Rights		
INR	Indian Rupee		
ITB	Instructions To Bidders		
JV	Joint Venture		
JV/C	Joint Venture/ Consortium		
LoA	Letter of Award (Acceptance)		
MII	Make in India		
MSE	Micro and Small Enterprises		
MSME	Micro Small and Medium Enterprises		

## 2. The tender document

### 2.1 Bidders must read the complete 'Tender Document'

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) appended to this notice gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to TIS as well. However, Bidders must go through the complete Tender Document for details before submission of their Bids.

### 2.2 Availability of the Tender Document

The Tender Document shall be published on the Portal. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

### 2.3 Clarifications or Corrigenda/ Addenda to Tender Document

A Bidder may seek clarification of the Tender Document through portal only, provided the clarifications are raised before the clarification end date mentioned in TIS. Any clarification shall be shared on the portal only. Any modification of the Tender Document that may become necessary due to the clarification shall be made by the AIESL through an Addendum/ Corrigendum issue under the sub-clause above.

## 3. Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria in Form 1.2 (Eligibility Declarations). The Bidder, unless otherwise stipulated in TIS/ AITB:

#### 1) **MUST:**

- a) be a natural person, private entity, or public entity (State-owned enterprise or institution).
- b) Be a Proprietorship Firm / Partnership Firm / Limited Company / Corporation etc.
- c) be a manufacturer of the product offered or be dealer authorized by the Principal/ OEM. (Only if the tender is to procure material)

#### 2) **MUST:**

- (a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.
- (b) (including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract).
  - i. Not stand declared ineligible/ blacklisted/ banned/ debarred by the AIESL or its Ministry/ Department from participation in its Tender Processes; and/ or
  - ii. Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all its entities, for:
    - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
    - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
    - suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.

- iii. Not have changed its name or created a new business entity as covered by the definition of “Allied Firm”, consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;
  - iv. Not have an association (as a bidder/ partner/ director/ employee in any capacity)
    - of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organization.
    - of the near relations of executives of AIESL involved in this Tender Process.
- (c) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition
- 3) must fulfil any other additional eligibility condition, if any, as may be prescribed, in TIS or elsewhere in Tender Document.
  - 4) must provide such evidence of their continued eligibility to the AIESL if so requested.
  - 5) of Class-II Local Suppliers and Non-Local Suppliers (as defined in Make-in-India policy) shall be eligible subject to certain conditions as detailed in the ITB-clause 4.1.
  - 6) From specified countries having land borders with India (but not in development partnership with India) shall be eligible subject to certain conditions as detailed in the ITB-clause 3.3.
  - 7) If TIS/ AITB declares this to be a procurement process for the second stage of two-stage/ Pre-Qualification Bidding (PQB) after shortlisting qualified bidders in the EoI/ PQB stage, then only the bidders shortlisted/ qualified in the first stage shall be eligible to participate.

#### **4. Purchase Preference Policies of the Government**

As detailed in the Tender Document, the company (AIESL) reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).

- 5. Pre Bid Conference:** If so, indicated in TIS, Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query on portal, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

#### **6. Submission of Bids:**

- 1) Bids must be uploaded till the deadline for submission mentioned in TIS or Portal. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.
- 2) No manual Bids shall be made available or accepted. Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
- 3) As per current Government orders, in lieu of bid security, bidders must furnish Bid Securing Declaration (BSD) as 'Form 7: Documents Relating to Bid Security' in their bid as per format given therein. The BSD shall be drawn in favour of the authority stipulated in TIS. A self-attested scan of the original Form 7 should be uploaded along with bids. Bids not complying with these provisions shall be rejected.
- 4) Integrity Pact: If so indicated, in the TIS/ AITB, all Bidders shall have to sign the Integrity Pact with the AIESL as per 'Form 8: Integrity Pact'. Bids without a signed Integrity Pact shall be rejected.

#### **7. Bid Opening**

Tender No./ 109;

Tender Title: Supply of truck mounted boom lift, 26-meter height

Bids received shall be opened online at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day.

**8. Disclaimers and Rights of Procuring Entity**

The issue of the Tender Document does not imply that the AIESL is bound to select bid(s), and it reserves the right without assigning any reason to:

- a) reject any or all of the Bids, or
- b) cancel the tender process; or
- c) abandon the procurement of the Services; or
- d) issue another tender for identical or similar Services

Note: For further details, please refer to appended TIS and the complete Tender Document.

Digitally Signed by Tender Inviting Authority (TIA)

[Insert Name, Designation, and contact details of Tender Inviting Authority]

Appendix: Tender Information Summary (TIS)

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

### Appendix to NIT: Tender Information Summary

**Tender Document No. Tender No./ xxxx**

**Tender Title: Non-consultancy Services (Ref ITB-clause 1.4)**

{Note for Procuring Entity: Parameters in regular black font are embedded ‘Doc Property’ (hint: such whole phrase would get highlighted grey when clicked), e.g., ‘Non-consultancy Services’ in Tender Title below. To change these, please read the section ‘For Internal Official only - Not for Bidders’.

Some Text within square bracket in italics grey font is either:

- 1) suggestions/ directions [e.g., Fill in Tender ID below] – which must be replaced by applicable parameter or
- 2) suggested default parameters [e.g., ‘Open Tender – Domestic’ in Tender Type below] - which may be retained (or be replaced if a different parameter is applicable).

Brackets should be removed, and the font changed to regular and black. Some sections/ rows may be added as per requirement.}

<b>Tender Information Summary (TIS)</b>			
<b>1.0 Basic Tender Details</b>			
Tender Title		Supply of Truck Mounted boom lift with working height of min 26 meter.	
Tender Ref Number	Tend No./ 109	Tender ID	<i>Refer GeM</i>
Tender Type	<i>[Open Tender – Domestic]</i>	Form of Contract	<i>[Item Rate]</i>
Tender Category	<i>[Goods]</i>	No. of stages	<i>[single stage]</i>
Bidding System	<i>[Single Stage RfP]</i>	*Price Structure	<i>Goods rate</i>
e-Reverse Auction to be held after financial bid opening (See AITB also in case of Yes)		<i>[No]</i>	
the Procuring organization:	AIESL	The Procuring Entity:	AIESL
Authority on whose behalf Tender is invited	CEO	Through	Chief of Procurement
Tender Inviting Authority (TIA)	<i>[AIESL]</i>	Address	<i>O/o AIESL, PPMM, NR, NEW AVIONICS COMPLEX, IGIA, NEW DELHI</i>
Appointing Authority for Arbitration		Head of the AIESL	
<b>2.0 Requirement Details (ITB 5.0)</b>			
Contract Period:	<i>[One Year, WARRANTY]</i>	Form of Contract (ITB clause 5.5)	<i>[Time Based (input Admeasurement)]</i>

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

Schedule			
Service Details:		<i>[Add more rows if more than one Service in a schedule]</i>	
Indicative HSN Code:	<i>[Fill]</i>	Consignee/ State:	<i>[Fill]</i>
<b>3.0 Critical Dates (ITB-clause 7.0; 8.0; 9.0, 10.0 and 11.0)</b>			
Published Date	<i>Refer GeM</i>	Bid Validity (Days from the date of Tender Opening) – ITB-clause 9.3	<i>[fill up both periods (default 120 days) in days and the calculated date]</i>
Document Download Start Date & Time	<i>[Normally start on the day after publishing]</i>	Document Download End Date & Time	<i>[Normally up to 30 min before the time of Tender Opening]</i>
Clarification Start Date & Time	<i>[Normally start of business on the day after publishing]</i>	Clarification End Date & Time	<i>[Normally not later than 7 days before the bid submission deadline, to give time to the AIESL for a response]</i>
bid Submission Start Date & Time	<i>[Normally start of business on the day after publishing]</i>	bid Submission Closing Date & Time	<i>[Normally up to 30 min before the time of Tender Opening] or as per GeM policy.</i>
Tender Opening (techno-commercial bid) Date & Time	<i>Refer gem</i>	Tender Opening (Financial bid) Date & Time	<i>Refer GeM</i>
<b>4.0 Eligibility to Participate (NIT-clause 3 and ITB-clause 3.2)</b>			
Nature of Bidders eligible	<i>PVT Ltd./Proprietorship/ Partnership/PPP/HUF/LLP or other enterprises registered in India as per company act.</i>		
Entities from countries not eligible to participate on reciprocal basis ITB-clause 4.1.2 (Make in India Policy)	<i>[Indicate if any otherwise delete]</i>		
Minimum local content for eligibility to participate ITB-clause 4.1.4 (Make in India Policy)	<i>[50%] - Applicable/ Not Applicable</i>		
Classes of Local Suppliers eligible to participate ITB-clause 4.1.4 (Make in India Policy)	<i>[Only Class I Local Suppliers eligible (where sufficient local capacity exists, ITB-clause 4.1.4-3) - Applicable/ Not Applicable</i>  <i>Or</i>		

<i>Only Class-I and Class-II local Suppliers eligible (Domestic Tenders)</i> <i>Or</i> <i>All classes of Contractors (Class-I, Class-II and Non-local) eligible – Global Tenders]</i>	
Mandatory Joint venture with Indian Company ITB-clause 4.1.7 (Make in India Policy)	<i>[Indicate if yes, otherwise delete]</i>
MSE (Refer ITB clause 4)	<i>Applicable</i>
Start-ups (Refer ITB clause 4)	<i>Applicable</i>
<b>5.0 Thresholds for Eligibility to Participate and Preference under Make in India Policy (ITB-clause 4.1.4)</b>	
Classification of Local Suppliers based on Minimum local content (ITB-clause 4.1.1)	<i>[Class-I Local Suppliers: 50% Class -II Local Supplier: more than 20% but less than 50% Non-Local Supplier less than 20%]</i>
The margin of purchase preference (ITB-clause 4.1.4)	<i>[20%]</i>
Is the requirement divisible for preference (ITB-clause 4.1.5)	<i>[No]</i>
Would the contract be split among more than one bidder (ITB-clause 4.1.5)	<i>[No]</i>
<b>6.0 Obtaining the Tender Document and clarifications (ITB 7.0)</b>	
eProcurement Portal	<a href="https://gem.gov.in/">https://gem.gov.in/</a>
<i>[Fill in your organization's portal URL and helpdesk, if Tender Document download/ submission facility is also provided there]</i>	
Cost of Tender Document (INR)	<i>[Not applicable], Free of cost</i>
Office/ Contact Person/ email for clarifications	<i>On GeM portal only</i>
<b>7.0 Pre-bid Conference (ITB-clause 8)</b>	
Place, time, and date of the Pre-bid Conference	<i>Not required</i>
Place, time, and date before which Written queries for the Pre-bid conference must be received	<i>Refer e-procurement portal</i>
Place, time, and date before which registration of participants for the Pre-bid conference must be received	<i>Not Applicable</i>
<b>8.0 Preparation and Submission and Opening of Bids (ITB-clause 9.0 and 10.0)</b>	
Bids to be Addressed to	Chief of Procurement, AIESL
Instructions for Online bid Submission	<i>Refer e-procurement portal (GeM)</i>
Tender Opening Place	<i>Refer e-procurement portal (GeM)</i>
Alternate Bids allowed or not ITB-clause 9.1.6	<i>Not allowed</i>
<b>9.0 Physical submission of Originals/ Self-attested copies of Originals of Scanned Documents uploaded (ITB-clause 10.3)</b>	

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

Physical documents required/ permitted to be submitted		<i>Not Required</i>	
<b>10.0 Documents relating to Bid Security (ITB-clause 9.4) and Performance Security (ITB-clause 13.2.4)</b>			
<i>[In lieu of Bid Security Bid Securing Declaration is to be submitted by all bidders as per Form 7]</i>			
Performance Security	<i>[Applicable @ 5% of Order value]</i>	Form of Security and to whom to be addressed	<i>AI ENGINEERING SERVICES LTD.</i>
<b>Additional Clauses</b>			
<b>Clause</b>		<b>Description</b>	
Integrity Pact to be Signed and Submitted along with bid ITB-clause 9.2.1	<i>YES, IF TENDER VALUE IS MORE THEN 10CR</i>	Independent External Monitor, Name and Contact Details - <i>YES, IF TENDER VALUE IS MORE THEN 10CR</i>	<i>[Include if applicable -Name and Contact Details of Independent External Monitor (IEM) for Integrity Pact]-</i> _____ _____
Price Variation (ITB-clause 6.2.2)	<i>No</i>	Advance Payments Provided	<i>Yes, against bank guarantee of equal value. 40% advance before pre dispatch inspection by AIESL representatives.</i>
Quantity Splitting/ Parallel Orders ITB-clause 13.1.2	<i>No</i>	If yes, the Ratio of Distribution among L-1 and others	<i>[Fill up if 'Yes' or write 'Not applicable' if 'No'] -</i> _____ _____

## **Section II: Instructions to Bidders (ITB)**

### **1. The Tender Document**

#### **1.1 Basic Tender Details**

This 'Request for Proposal for Non-consultancy Services/Goods' Document (hereinafter referred to as the 'the Tender Document') details the terms and conditions for entering into a contract for delivery of the Goods (hereinafter called 'the Goods') mentioned in **Section VI: "Schedule of Requirements"**. Bidders must go through the Tender Document for further details. 'Tender Information Summary' (TIS) is appended to **Section I: Notice Inviting Tender (NIT) for ready reference**. The 'Services' may include incidental Goods if so indicated. In this Tender Document, any generic reference to 'Services' shall be deemed to include such incidental Goods.

#### **1.2 Interpretations, Definitions, Abbreviations and Document Conventions**

Section IV: General Conditions of Contract (GCC), details Tenets of interpretation (GCC clause 1.1), Definitions (GCC-clause 1.2), Document conventions (GCC-clause 1.3) and Abbreviations (GCC-clause 1.4), which shall also apply to the rest of the Tender Document.

#### **1.3 Overview of Contents**

- 1) Unless otherwise stipulated in TIS/ AITB, the Sections, Forms and Formats comprising this Tender Document are described in ITB-clauses 1.4, 1.5 and 1.6 below. A BOQ file separately available on the eProcurement Portal is also part of this Tender Document. Any generic reference to Tender Document shall also imply a reference to any/ all the sections, Forms, Formats and the BOQ file or other files that comprise this Tender Document.
- 2) Bidder must submit the bid in the Forms/ Formats mentioned in ITB-clauses 1.5 and 1.6 below. The sections mentioned in ITB-clause 1.4 below need not be signed or returned by the bidders; however, Bidder must declare in his bid Form (Form 1) that he has read, understood, complied, and stands bound by all requirements of these sections.

#### **1.4 Sections of the Tender Document (need not be signed or uploaded)**

##### **1.4.1 Sections of the Tender Document (need not be signed or uploaded)**

Unless otherwise stipulated in TIS/ AITB, the Tender Document contains the following sections, which are described in subsequent sub-clauses:

- 1) Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)
- 2) Section II: Instructions to Bidders (ITB)
- 3) Section III: Appendix to Instructions to Bidders (AITB)
- 4) Section IV: General Conditions of Contract (GCC)
- 5) Section V: Special Conditions of Contract (SCC)
- 6) Section VI: Schedule of Requirements
  - a) Section VI-1: Services and Activities Schedule
- 7) Section VII: Performance Standards and Quality Assurance
  - a) Section VII-1: Method Statement
  - b) Section VII-2: Work Plan
  - c) Section VII-3: Critical Material Schedule
- 8) Section VIII: Qualification Criteria
  - a) Section VIII-1: Key Personnel Schedule
  - b) Section VIII-2: Critical Equipment Schedule

##### **1.4.2 Section I: Notice inviting Tender (NIT) and its Appendix : Tender Information Summary (TIS)**

Section I – Notice Inviting Tender (NIT) and its Appendix – Tender Information Summary (TIS) provides a synopsis of information relevant for a Bidder to decide on participating in the Tender. Any generic reference to NIT shall also imply a reference to

TIS as well. Bidders must fill up 'Form 5: Terms and Conditions - Compliance' regarding any deviations from this Schedule.

**1.4.3 Section I I: Instructions to Bidders (ITB) and Section III: Appendix to Instructions to Bidders (AITB)**

Section II: "Instructions to Bidders" - ITB along with Section III: "Appendix to Instructions to Bidders – AITB" provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure adopted for receipt / opening, scrutiny / evaluation of Bids, and contract award. In case of a conflict, provisions of AITB shall prevail over those in the ITB. Any generic reference to ITB shall also imply a reference to AITB as well. Bidders must fill up 'Form 5: Terms and Conditions -Compliance' regarding any deviations from this Schedule.

**1.4.4 Section I V: General Conditions of Contract (GCC) and Section V: Special conditions of Contract (SCC)**

Section IV – General Conditions of Contract (GCC) and Section V – Special Conditions of

Contract (SCC) describe the conditions that shall govern the resulting contract. In case of a conflict, provisions of SCC shall prevail over those in the GCC. Any generic reference to

GCC shall also imply a reference to SCC as well. In case of any conflict, provisions of GCC / SCC shall prevail over those in ITB/ AITB. Bidders must fill up 'Form 5: Terms and

Conditions - Compliance' regarding any deviations from terms and conditions in this and other Schedule s.

**1.4.5 Section VI: Schedule of Requirements and Section VI -1: Service s Schedule**

Section VI: Schedule of Requirements and Section VI -1: Service and Activities Schedule

describe the background, purpose / objectives, description/ scope, deliverables/ outcomes, quantum, timelines of Services required etc. The requirements may consist of more than one schedule . Each schedule may contain more than one Service. Bidders must fill up 'Form 2: Schedule of Requirements - Compliance' and its sub - forms regarding these Schedules.

**1.4.6 Section VI I: Performance Standards and Quality Assurance**

- 1) Section VII – Performance Standards and Quality Assurance stipulate the quantitative / qualitative parameters/ limits/ thresholds for Performance standards/ Service Levels and functional/ technical specifications to which the service must be performed. It shall stipulate procedures for measurement, reporting, and monitoring of performance parameters, including institutional or third -party arrangements for this purpose. It shall also stipulate the procedure for resolution and escalation in case of deficiency in performance / quality/ service levels. In the case of long -term and complex services, it may stipulate a Service -Level Agreement (SLA) agreement which must be complied with during delivery of Services. Performance Standards shall also include statutory compliance required for Occupational Safety, Health, and Working Conditions requirements during delivery of Services.
- 2) AIESL may, if considered necessary, specify Section VII -1: Method Statement, Section VII -2: Work Plan and Section VII -3: Critical Material Schedule required for the performance of services to desired quality and standards. Otherwise, these may be left to be quoted by the Bidder.
- 3) Bidders must fill up the following Forms regarding this Schedule:
  - a) Form 3: Performance Standards and Quality Assurance - Compliance

- b) Form 3.1: Method Statement
- c) Form 3.2: Work -Plan
- d) Form 3.3: Personnel Deployment Plan
- e) Form 3.4: Equipment Deployment Form
- f) Form 3.5: Materials Deployment Plan

**1.4.7 Section V III: Qualification Criteria; Section VIII-1: Key Personnel Schedule and Section VIII-2: Critical Equipment Schedule:**

- 1) These Sections lay down the Qualifying Criteria for a bid/ Bidder to be considered a responsive bid/ bidder for further evaluation. Bids/ bidders not meeting these Qualification criteria shall be rejected as nonresponsive. It may indicate the extent of dispensation allowed for Start -ups under ITB -clause 4.3.2-2) and make in India -JVs under ITB 4.1.7 -2. Unless otherwise stipulated in Section VII: Qualification Criteria, the Qualification Criteria shall include:
  - a) Criteria 1: Experience and Past Performance
    - i. Similar Services
    - ii. Non-performing Contracts and Litigation
  - b) Criteria 2: Performance Capability
    - i. Key Personnel
    - ii. Critical Equipment
  - c) Criteria 3: Financial Capability
    - i. Financial Ratios
    - ii. Turnover
    - iii. Financial Liquidity
- 2) Bidders must fill up the following Forms regarding this Schedule. Forms quoted by the Bidder under Form 3 shall also be evaluated for determining compliance to qualification criteria:
  - a) Form 4: Qualification Criteria – Compliance
  - b) Form 4.1: Performance Statement.
  - c) Form 4.2: Non -performance, Litigation Statement
  - d) Form 4.3: Financial Capability Statements
- 3) Following Forms quoted by the Bidder under Form 3 shall also be evaluated for determining compliance to qualification criteria.
  - a) Form 3.3: Personnel Deployment Plan
  - b) Form 3.4: Equipment Deployment Plan

**1.5 Forms (To be filled, digitally signed, and uploaded by Bidders)**

Please refer to ITB-clause 1.5 above to relate the following forms to the corresponding Sections.

- 1) Form 1: bid Form – (To serve as a covering letter to both the Techno -commercial and Financial Bids)
  - a) Form 1.1: Bidder Information
  - b) Form 1.2: Eligibility Declarations
  - c) Form 1.3: Declaration by Agents/ Associates of Foreign Principals
- 2) Form 2: Schedule of Requirements – Compliance
- 3) Form 3: Performance Standards and Quality Assurance - Compliance
  - a) Form 3.1: Method Statement
  - b) Form 3.2: Work -Plan

- c) Form 3.3: Personnel Deployment Plan
- d) Form 3.4: Equipment Deployment Plan
- e) Form 3.5: Materials Deployment Plan
- 4) Form 4: Qualification Criteria - Compliance
  - a) Form 4.1: Performance Statement
  - b) Form 4.2: Non-performance, Litigation Statement
  - c) Form 4.3 Financial Capability Statements
- 5) Form 5: Terms and Conditions – Compliance
- 6) Form 6: Checklist for the Bidders
- 7) Form 7: Documents Relating to Bid Security
- 8) BOQ Excel Sheet (To be Downloaded from the Portal).
- 9) Form 8: Integrity Pact

## **1.6 Other Formats**

- 1) Format 1: Contract Form (Required after Letter of Award)
  - a) Format 1. 1: Description of Services
    - i. Format 1. 1.1: Personnel Deployment Plan
    - ii. Format 1. 1.2: Equipment Deployment Plan
    - iii. Format 1. 1.3: Materials Deployment Plan
  - b) Format 1.2: Price Schedule
  - c) Format 1.3: Bank Guarantee Format for Performance Security
  - d) Format 1.4: Certification by Prospective Arbitrators
- 2) Format 2: Authorization for Attending Pre-bid Conference. (To be filled up, if required, by Bidder)

## **2. AIESL - Rights and Disclaimers.**

### **2.1 The Procuring Entity**

Bids are to be addressed to the Chief of Procurement, AIESL (headed by Head of the Procuring organization). The Tender Inviting Authority (TIA) is the designated officer for uploading and clarifying this Tender Document. The contract may designate, as required, counterpart Contract Manager (or Contract Management Team); interim / ultimate Beneficiaries of Services and Paying authority who shall discharge designated function during contract execution.

### **2.2 Right to Intellectual Property and confidentiality:**

- 1) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the AIESL and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. Procurement of Non-consultancy Services
- 2) However, Bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.
- 3) This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.
- 4) The obligation of the Bidders under sub -clauses above, however, shall not apply to information that:
  - a) now or hereafter is or enters the public domain through no fault of Bidder;
  - b) is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or

Tender No./ 109;

Tender Title: Supply of truck mounted boom lift, 26-meter height

- c) otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.
- 5) The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

### **2.3 Right to Reject any or all Bids**

The AIESL reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action (s).

### **2.4. Disclaimers**

#### **2.4.1 Regarding Purpose of the Tender Document**

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

#### **2.4.2 Regarding Documents / guidelines**

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/contractors and the Procuring Entity. No other Government or Procuring Entity's document/guidelines / Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus -standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

#### **2.4.3 Regarding Information Provided**

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the AIESL or any of its employees or associated agencies.

#### **2.4.4 Regarding Tender Document:**

1) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidder s. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

2) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from / incurred / suffered howsoever caused to any person, including any Bidder, on such account.

### **3. Bidders – Eligibility and Preferential Policies**

#### **3.1. Bidders**

Subject to provisions in the following clauses in this section and provisions in Tender document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' stipulated in the Tender Document. In the case of the Second Stage (of two Stage Bidding or PQB) or Special Limited Tenders, this invitation is open only to such bidders who have been previously shortlisted or specifically invited.

##### **3.1.1 Sub-Contractors**

Subject to the restrictions outlined in this Tender Document, any Bidder may propose to sub -contract a part of the contract for specialized items of services, provided that the names and details of the sub -contract s are clearly stated in the bid submitted by Bidder and provided further that such sub -contractor should not circumvent the eligibility condition laid down below. Procurement of material, hire of equipment or engagement of Labour shall not be considered as sub-contracting. Despite any approval granted by the AIESL for such arrangements, the Bidder/ Contractor shall be solely and directly responsible for executing sub-contracted portions of the contract. The total value of the sub-contracting portion of services must not exceed the per cent of the contract price as specified in the Tender Document/ Contract (if not so specified 25 (twenty -five) percent). Sub -contracting by the contractor without the approval of the AIESL shall be a breach of contract.

#### **3.2. Eligibility Criteria for Participation in this Tender.**

Subject to provisions in this Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract) the 'Eligibility Criteria' detailed in NIT-clause 3, which shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity). Bidder shall submit a declaration about the 'Eligibility Criteria' compliance in Form 1.2 – Eligibility Declarations.

#### **3.3. Eligibility of bidders from specified countries**

Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

- 1) Any bidder (as defined in GCC -clause 1.2) from a country that shares a land border with India<sup>2</sup>, excluding countries as listed on the website of the Ministry of External Affairs<sup>3</sup>, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered<sup>4</sup> with the Registration Committee

constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in Form1- bid Form.

- 2) In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub -contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1: Bid Form.
- 3) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub -assemblies from such countries' vendors, such vendors shall not require registration.
- 4) "Bidder from such Restricted Countries" means: -
  - a) An entity incorporated, established, or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium / joint venture where any member falls under any of the above
- 5) The beneficial owner shall mean:
  - a) In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical person s, controlling ownership interest or exercises control through other means.  
Explanation –
    - i) "Controlling ownership interest" means ownership of or entitlement to more than twenty -five percent of the company's shares or capital or profits.
    - ii) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
  - b) In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical person s, has ownership of entitlement to more than fifteen percent of capital or profits.
  - c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - d) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
  - e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

### 3.4. Conflict of Interest

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Form 1.2 - Eligibility Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- 1) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 2) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- 3) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principals. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- 4) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the AIESL regarding this Tender process; or
- 5) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub -contractor in another bid or vice -versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non -bidder firm as a sub -contractor in more than one bid; or
- 6) would be providing goods, works, or non -consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter -alia preparation of feasibility / cost estimates/ Detailed Project Report (DPR), design / technical specifications , terms of reference (ToR) / Activity Schedule/ schedule of requirements or the Tender Document etc.) of this Tender process ; or
- 7) has a close business or family relationship with a staff of the AIESL who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process , and/or the evaluation of bids ; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the AIESL throughout the Tender process and execution of the Contract.

### **3.5 Regulation of Indian Agents / Associates of Foreign Principals**

Wherever the foreign principal desires to involve in this tender process, an Indian Agent/ associate, their dealings shall be regulated. Foreign Principals and their Agents / Associates must provide required declarations in **Form 1.3 – Declarations by Agents / Associates of Foreign Principals:**

- 1) The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing them specifically to make an offer in India in response to tender either directly or through the agents/ representatives.

- 2) Such Agents / Associates shall provide self -attested documentary evidence about their identity, business details to establish that they are a Bonafide business and conform to regulations.
- 3) The Bidder/ Foreign Principal must commit to submitting after the Financial bid opening, due to price -sensitive information, the Agreement between them, including the amount of commission/ remuneration included in the price (s).
- 4) Confirmation on behalf of the foreign principals that the commission/ remuneration, if any, reserved for Indian Agents/ Associates in the quoted price(s), shall be paid by the AIESL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.
- 5) Failure to furnish correct and detailed information shall render Foreign Principal's bid liable to be rejected as nonresponsive in addition to other punitive actions against the Foreign Principal and their Indian Agents/ Associates for violation of Code of Integrity as per the Tender Document.

#### **4. Purchase Preference Policies of the Government**

Unless otherwise stipulated in TIS/ AITB, the AIESL reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies / Directives:

- 1) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
- 2) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- 3) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20 \212014 -PPD dated 25.07.2016 and subsequent clarifications; and/ or
- 4) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the TIS/ AITB

##### **4.1 Make in India Order**

Orders issued by the Government of India regarding eligibility to participate and for purchase preference to "Local Supplier s" to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement, as detailed below.

##### **4.1.1 Categories of Local Suppliers**

Bidders /Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the service procured (excluding net domestic indirect taxes) minus the value of imported content in the service / incidental Goods (including all customs duties) as a proportion of the total value, in percent):

- 1) 'Class -I local Supplier' with local content equal to or more than that prescribed in TIS or 50% if not prescribed.
- 2) 'Class -II local Supplier' with local content equal or more than that prescribed in TIS or 20% if not prescribed, but less than that applicable for Class -I local Supplier.
- 3) 'Non - Local Supplier ' with local content less than that applicable for Class -II local Supplier, in sub-clause above.

##### **4.1.2 Eligibility Restrictions based on Reciprocity.**

If so, stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be

allowed to participate on a reciprocal basis in this tender. The term entity of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

#### **4.1.3 Eligibility to participate**

- 1) Minimum local content for eligibility to participate: Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions.
- 2) Classes of Local Supplier s eligible to Participate: Based on the Make in India Policy, classes of local / non-local Supplier s eligible to participate in the tender shall be declared in TIS/ AITB / Schedule of Requirements. If not so declared, only Class -I and Class -II local Supplier s shall be eligible to participate and not non -local Suppliers.

#### **4.1.4 Thresholds**

- 1) Following thresholds shall be declared in the Tender Document.
  - a) **Minimum local content for Contractor classification:** local content percentage prescribed to qualify as Class -I or Class -II local Suppliers for various products
  - b) **Minimum local content for eligibility to participate:** Minimum local content percentage prescribed for eligibility for a bid to be considered.
  - c) **The margin of purchase preference:** The bid price quoted by Class -I Local Supplier should be within this percentage from the L-1 price quoted by Non -local or Class -II bidders for being eligible for purchase preference.
- 2) If not so declared, the default threshold shall be as follows:
  - a) Local content for eligibility for Class -I; Class -II local Supplier s and Non -local Supplier s shall be 50% and above; 20% and above but less than 50%; and less than 20%, respectively.
  - b) Minimum local content for eligibility to participate shall be 50%,
  - c) The margin of purchase preference shall be 20%

#### **4.1.5 Purchase preference to Class -I local Suppliers**

- 1) Where the Services are divisible by nature:
  - a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class -I local Supplier ', the contract for full quantity shall be awarded to L-1.
  - b) If the L-1 bid is not a 'Class -I local Supplier ', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class -I local whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded him, subject to matching the L-1 price. In case such lowest eligible 'Class -I local supplier ' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class -I local Supplier ' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.
- 2) Where the Services are not divisible, and in the procurement of Services where the bid is evaluated on price alone:
  - a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class -I local Supplier ', the contract shall be awarded to L-1.
  - b) If L-1 is not 'Class -I local Supplier ', the lowest bidder among the 'Class -I local Supplier ' shall be invited to match the L-1 price subject to Class -I local Supplier 's quoted price

falling within the margin of purchase preference, and the contract shall be awarded to such 'Class -I local Supplier ' subject to matching the L-1 price.

- c) If such lowest eligible 'Class -I local Supplier' fails to match the L -1 price, the 'Class -I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L -1 price, and the contract shall be awarded accordingly. If none of the 'Class -I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.
- 3) Where parallel contracts are to be awarded to multiple bidders: In Bids where parallel contracts are to be awarded to multiple bidders subject to matching of L-1 rates or otherwise, the 'Class -I local Supplier' shall get purchase preference over 'Class -II local Supplier' as well as 'Non -local Supplier', as per following procedure:
- a) If there are sufficient local capacity and competition for the service to be procured, as notified by the nodal Ministry, only Class I local Supplier s shall be eligible to bid. As such, the multiple Contractor s, who would be awarded the contract, should be all and only 'Class I, Local Supplier s'.
  - b) In Bids, other than those mentioned above, 'Class II local Supplier s' or both 'Class II local Supplier s' and 'Nonlocal Supplier s' may also participate in the tender process along with 'Class I Local Supplier s'. If 'Class I Local Supplier s' qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Document s. However, in case 'Class Local Supplier s' do not qualify for the contract award for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier ' over 'Class II local Supplier s'/ 'Non-local Supplier s' provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the 'Class I Local Supplier s' taken in totality are considered for award of contract for at least 50% of the tendered quantity, first purchase preference has to be given to the lowest among such eligible 'Class -I local Supplier s', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class -I local Supplier s' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class -I local Supplier' and so on.

#### 4.1.6 Verification of local content and violations:

- 1) The 'Class -I local Supplier ' / 'Class -II local Supplier ' at the time of tender, bidding, or solicitation shall be required to indicate the percentage of local content and provide self-certification that the service offered meets the local content requirement for 'Class -I local Supplier ' / 'Class -II local Supplier ', as the case may be.
- 2) In cases of procurement for a tender value above Rs. 10 crores, 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 a practicing cost accountant or practicing chartered accountant (in respect of Contractor s other than companies) giving the percentage of local content.
- 3) Complaints about Local content declarations may be made through the channels of Procuring Entity. Procuring Entities and Nodal Ministries may prescribe fees for such complaints.
- 4) Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

#### 4.1.7 **Manufacture under license / technology collaboration agreements with phased indigenization**

- 1) If so, declared in TIS and/ or AITB, foreign companies shall enter into a joint venture with an Indian company to participate.
- 2) The AIESL reserves its right, but without being under any obligation to do so, to grant exemption from meeting the stipulated local content to Bidders manufacturing indigenously a product developed abroad under a license from a foreign manufacturer (who holds intellectual property rights) under a technology collaboration agreement / transfer of technology agreement with a precise phasing of increase in local content. Bidder must obtain such an exemption letter and submit it along with his bid to avail such an exemption.

#### 4.1.8 Information to be provided by Bidders regarding Make in India policy Bidder shall provide required self -declaration as detailed in Form 1.2 – Eligibility Declarations:

- 1) Self-declaration of their local content (and required certificate, in case of procurements above Rs 10 Crores) and their status as Class -I/ Class -II/ Non -local Supplier and their eligibility to participate as per this clause.
- 2) If the Tender Document indicates countries identified as not allowing Indian companies to participate in their government procurement, then a declaration that they are not an 'Entity' of such countries (as per criteria of the FDI Policy of DPIIT as amended from time to time) and are therefore eligible to participate in this tender.
- 3) If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof.

## 4.2 **Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)**

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

### 4.2.1 **Registration of MSEs**

- 1) MSEs interested in availing such benefits must enclose in **Form 1.2** with their offer the Udyam Registration Certificate with the Udyam Registration Number as proof of their being MSE registered on the Udyam Registration Portal. The certificate shall be of latest but before the deadline for the bid submission.
- 2) MSEs shall be treated as owned by SC/ ST or women entrepreneurs:
  - a) The proprietor(s) shall be SC/ ST or women In proprietary MSE s
  - b) At least 51% shares shall be held by the SC/ ST or women partners in a partnership MSEs.
  - c) At least a 51% share shall be held by SC/ ST or women promoters in Private Limited Companies MSEs.

### 4.2.2 **Support to MSEs**

- 1) Tender sets shall be provided free of cost to MSEs.
- 2) MSEs shall be exempted from payment of Earnest Money. (as per ITB-clause 9.4 below, they shall be required only to submit **Bid Security Declaration**). The exemption is applicable only to bidders who are registered for the specific items/services for which

the tender has been issued, and the registration must be valid as on the date of tender submission.

- 3) The registration certificate issued from any one of the above agencies must be valid as of the close date of the Tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.
- 4) 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 of the close date of the Tender, are not eligible for exemption/preference.

#### **4.2.3 Purchase Preference to MSEs**

The AIESL reserves its option to give purchase preference to MSEs compared to the non -MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these bidders.

### **4.3 Support to Start-up Enterprise**

#### **4.3.1 Definition of Start -up Enterprises**

- 1) As defined by DPIIT, an entity shall be considered as a ' Start -up':
  - a) Up to a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and
  - b) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and
  - c) The entity works towards innovation, development, or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.
- 2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start -up'.
- 3) A Start -up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start -up from the inter -Ministerial Board of Certification to obtain support.

#### **4.3.2 Support to Start -ups**

The Government of India has ordered the following support to Start -ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

- 1) **Exemption from submission of Bid Security:** Such Start-ups shall be exempted from payment of Earnest Money. (as per ITB -clause 9.4 below, they shall be required only to submit Bid Security Declaration).
- 2) **Relaxation in Prior Turnover and Experience:** The AIESL reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the AIESL in this regard shall be final.
- 3) Start -ups are relaxed in experience for 2 yrs and 50% in turnover criteria.
- 4) "In accordance with the provisions of General Financial Rules (GFR), 2017 and applicable Government of India / State Startup Policies, bidders recognized as Startups by DPIIT or the

competent authority shall be exempted from the requirement of minimum years of experience for a period of two (2) years.

- 5) During the said period, the requirement of past order value prescribed as 40%, 50%, or 80% of the estimated tender value shall **not be applicable** to such startups. Further, the condition of execution of a **single similar order** shall also not be applicable, and **multiple completed orders**, taken cumulatively, shall be considered for the purpose of eligibility.
- 6) The above relaxation shall be applicable only to eligible startups and shall not affect other conditions relating to statutory compliance, technical capability, financial soundness, and performance requirements as specified in the tender document.”

## **5. The Schedule of Requirements and Form of Contract**

### **5.1 Eligible Services – Origin and Minimum Local Content**

Unless otherwise stipulated in the Tender Document, all ‘Services’ and incidental ‘Goods and Works’ to be delivered under the contract must conform to i) restrictions on certain countries with land -borders with India; ii) minimum local content (Make in India Policy). If Bidder avails benefits under any preferential policy as Class -I Local Supplier or as MSE or Start -up enterprise, the Services delivered must not circumvent the provisions relating to such benefits.

### **5.2 Quotation for All Schedules and all Services**

Unless otherwise stipulated in the Tender Document, Bidder must quote for all the schedules (and all the Services in a Schedule) in the Schedule of Requirement; otherwise, his bid would be rejected as nonresponsive.

### **5.3 Facilities to be Provided by the Procuring Entity**

- 1) Unless otherwise stipulated in the Tender Document, no Facilities (including Reference Documents, Medical facilities, Rooms, Furniture, Transport, Access to IT Services etc.) shall be provided by the AIESL to Contractor at Site.
- 2) Unless otherwise stipulated in the Tender Document , The AIESL may supply without any obligation to do so, to the contract or part or whole of the quantity of the water and electricity required for the delivery of Services from the Procuring Entity's existing water/ electricity supply system at or near the site of Services on specified terms and conditions and on chargeable basis (unless specified otherwise), provided that the contract or shall arrange, at his own expense, to effect the connections and lay additional pipe/ power lines and accessories on the site. Nevertheless, it shall be the responsibility of the contract or to install adequate alternative arrangements to tide over outages in utilities or failure in supply by the Procuring Entity, and that the contract or shall not be entitled to any compensation – nor shall this be a reason for the delay in delivery of Services.
- 3) If so, stipulated in the Tender Document, The AIESL may hire to the contract or non -key Equipment owned and sparable by AIESL for use during execution of the Services on terms and conditions and on a chargeable basis as may be stipulated in the contract or a separate agreement for Hire of such equipment.

### **5.4 Contract Period**

Unless otherwise stipulated, the warranty Period for which (supply of goods) the Service shall be contracted shall be one year. (Refer clause 2 of section V)

### **5.5 Form of Contract**

#### **5.5.1 Form of BOQ/ Contract**

Unless otherwise stipulated, the Form of BOQ / Contract shall be Time-Based (Input admeasurement - a sum of the price of Inputs per month). Otherwise, If it is stipulated in TIS/

AITB, one of the following forms of BOQ / Contract shall be applicable. The evaluation of bids and payments in the resulting Contract shall be as per such BOQ:

- 1) Unit-Rate (Output admeasurement - based on price per unit of quantity of Service)
- 2) Lumpsum Price
- 3) Percentage - Based (of the value of Transactions)

#### **5.5.2 Time -Based (Inputs Admeasurement) form of BOQ/ Contract**

Unless otherwise stipulated in TIS/ AITB form of BOQ/ Contract shall be 'Time -Based (Inputs Admeasurement):

- 1) Section VI: Schedule of Requirement shall indicate the quantum, frequency and duration of the Services / Activities and also key inputs estimated to be required per month (Personnel, Equipment, Materials and Miscellaneous) for performing the Services/ Activities to the stipulated performance standards and quality. It shall also indicate the contract Period (one year, unless otherwise stipulated) of service required.
- 2) The Bidders shall quote the quantum of inputs per month he considers necessary to perform the Services/ Activities to the required performance standards and quality, in the Techno -commercial bid in respective Deployment Plan – Form 3.3: Personnel Deployment Plan, Form 3.4: Equipment Deployment Plan, and Form 3.5: Material Deployment Plan etc.
- 3) The Bidders shall quote the monthly rates of Inputs - Personnel, Equipment, Materials and Miscellaneous in the BOQ/ financial bid as per deployment plans in his techno -commercial bid. BOQ would calculate the total monthly cost of all inputs and total bid -amount over the Contract Period.
- 4) Evaluation of Bids shall be on the total price for Services for the Contract period.
- 5) Instead of quotation of rate separately of each input element, the Tender Document may pre-indicated such rates (based on Schedule of Rates (SOR) or otherwise) in BOQ. Bidders shall indicate only one %age figure above or below (negative %age not allowed in personnel schedule) such indicated rates, and evaluation shall be based on the %age quoted.
- 6) The net worth of the Bidder firm (manufacturer or principal of authorized representative):
  - i. should not be negative on 'The Relevant Date', and
  - ii. should have not eroded by more than 30% (thirty percent) in the last three years, ending on 'The Relevant Date'. The requirement of Profit After Tax (PAT) has been done away with vide OM No.F.1/16/2020-PPD, issued by Department of Expenditure dated 11.02.2021. (PPMM circular 02/2024)

#### **5.5.3 Unit-Rate (Output admeasurement) form of BOQ / Contract**

##### **1) Unit-Rate form of BOQ/ Contract – Definite -delivery**

If it is stipulated in TIS/ AITB that this is a Unit-Rate (Output admeasurement – definite volume) form of BOQ/ Contract, then:

- a) Section VI: Schedule of Requirement shall indicate the volume of required service outputs in specified units (Length, area, volume, hours/ days/ months etc.) as well as the contract Period (one year, unless otherwise stipulated) over which such volume shall be availed. Actual off -take of the volume of Services may be subject to a specified tolerance (+/ - 5 % if not specified).
- b) The Bidders shall quote the per unit (e.g., length, area, volume, hourly/ daily/ monthly) price of outputs for the specified volume of service.
- c) The e valuation shall be done based on the total price of such specified volume of Services.

- d) Unless otherwise stipulated in the Tender Document, prices of Input Deployments (Personnel, equipment, materials, etc.) shall also be called for but shall be used only to price the variations and monitor performance standards, but not for evaluation of bids or payment of Services.
- 2) Unit-Rate form of BOQ/ Contract – Indefinite -Delivery (Rate Contract / on-call)  
If it is stipulated in TIS/ AITB that this is a Unit-Rate (Output admeasurement – indefinite Delivery) form of BOQ/ Contract, then:
- a) Section VI: Schedule of Requirement shall indicate only a tentative estimate of the volume of required service outputs in specified units (Length, area, volume, hours/ days/ months etc.) as well as the contract Period (one year, unless otherwise stipulated) over which such volume is likely to be availed. The Services shall be availed on -call as and when needed by the AIESL without any commitment regarding the volume of services.
- b) The Bidders shall quote the per unit (e.g., length, area, volume, hourly/ daily/ monthly) price of outputs for the specified volume of service.
- c) The evaluation shall be done based on the total price of such indicative volume of Services.
- d) If expressly stipulated in the Tender Document, prices of Input Deployments (Personnel, equipment, materials, etc.) shall also be called for but shall be used only to price the variations and monitor performance standards, but not for evaluation of bids or payment of Services.

#### **5.5.4 Lumpsum form of BOQ / Contract**

If it is stipulated in TIS/ AITB that this is a Lumpsum form of BOQ/ Contract, then:

- 1) Section VI: Schedule of Requirement shall indicate the scope of Services required.
- 2) The Bidders shall quote the Lumpsum price of complete Services.
- 3) The evaluation shall be done based on the Lumpsum price of such Services.
- 4) If expressly stipulated in the Tender Document, prices of Input Deployments (Personnel, equipment, materials, etc.) shall also be called for but shall be used only to price the variations and monitor performance standards, but not for evaluation of bids or payment of Services.

#### **5.5.5 Percentage -Based (of Value of Transactions) form of BOQ / Contract**

If it is stipulated in TIS/ AITB that this is a Percentage of Value of Transactions form of BOQ/ Contract, then:

- 1) Section VI: Schedule of Requirement shall indicate the estimated value of required transactions as well as the contract Period (one year, unless otherwise stipulated) over which such volume shall be availed. However, there shall be no firm commitment to avail the entire value of transactions within the contract period.
- 2) The Bidders shall quote a percentage as service charge on the value of transactions.
- 3) The evaluation shall be done for the percentage quoted multiplied by the specified value of transactions.
- 4) If expressly stipulated in the Tender Document, prices of Input Deployments (Personnel, equipment, materials, etc.) may also be called for but shall be used only to price the variations and monitor performance standards, but not for evaluation of bids or payment of Services.

## **6. Bid Prices, Taxes and Duties**

### **6.1 Prices**

#### **6.1.1 Competitive and Independent Prices**

- a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
  - i. those prices; or
  - ii. the intention to submit an offer; or
  - iii. the methods or factors used to calculate the prices offered. The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

#### **6.1.2 Undue profiteering**

- 1) **Controlled Price, if any:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Services, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms , it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry.
- 2) **Undue profiteering:** If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the AIESL either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

#### **6.1.3 Price Components**

- 1) Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total bid prices.
- 2) All costs related to Personnel shall be based on the prevailing minimum wages and shall show applicable liabilities of EPF and ESI and other statutory allowances. Quotation of 'Nil' Service charge / margin over such minimum wages cost of personnel shall be rejected as nonresponsive.

#### **6.1.4 Price Schedule**

- 1) Bidders are to upload only the downloaded BOQ (in excel format) after entering the relevant fields without any alteration / deletion / modification of other portions of the excel sheet. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, he should clarify the same.
- 2) Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.
- 3) The quoted price shall be considered to include all relevant financial implications , including inter -alia the scope of the Services to be delivered and the incidental goods/ works to be supplied, location of the bidder, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, Labour , Private Security Agencies, Mining & Forest of the bidder's country and in India.

#### **6.1.5 Provisions of GST**

- 1) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.
- 2) While quoting the basic rate, the bidder should offset the input credit available as per the GST Act.
- 3) Please refer to ITB-Clause 6.3 for further details.

### **6.1.6 Currencies of Bid and Payment**

- 1) Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
- 2) Where the Tender Document perm its quotations in different currencies, then, for Services performed in India, prices shall be quoted in Indian rupees only, and for Services performed from foreign locations, prices shall be quoted either in Indian rupees or in the currency stipulated in the AITB. For evaluation, all quoted prices shall be converted into Indian Rupees as per procedure mentioned in ITB-clause 12.4.2 below.
  - a) Regarding price(s) for incidental works/ goods, if any required with the Services, the same shall be quoted in Indian Rupees if such works/ goods are to be performed in or sourced from India.
  - b) Commission for Indian Agent, if any and if payable, shall be indicated in the space provided for in the price schedule and quoted in Indian Rupee s only.

### **6.1.7 Non-compliance**

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

## **6.2 Firm / Variable Price**

### **6.2.1 Firm Price**

Unless otherwise stipulated in the AITB, prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

### **6.2.2 Price Variation Clause:**

- 1) In case the Tender Document s require / permit offers on a variable price basis, the price quoted by the Bidders shall be subject to adjustment during the original deliver y period to take care of the changes in the input cost of labour, material, and fuel/ power components under the price variation formula as stipulated in the Tender Document .
- 2) If a Bidder submits a firm price quotation against the requirement of variable price quotation, that bid shall be prima -facie acceptable and considered further, taking price variation asked for by Bidder as nil.

## **6.3 Goods and Services Tax (GST)**

### **6.3.1 GST Registration Status:**

- 1) All the Bidders should ensure that they are GST compliant and their quoted tax structure / rates as per GST Act / Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification / circular / section / rule issued by statutory authorities.
- 2) GST Registration Number (15-digit GSTIN). If the bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical is concerned with the delivery of Service s involved, as per the Schedule of Requirements and Price Schedule's scope be quoted. If the services provided are from multiple states, the bidder should mention GST registration numbers for each state separately.
- 3) Composition scheme: If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.

- 4) Exemption from Registration: If a bidder is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Bidder claiming exemption in this respect shall submit a valid certificate from practicing Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (UDIN) to the effect that Bidder fulfils all conditions prescribed in notification exempting him from registration. Such bidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the AIESL directly to concerned authorities. Bidder should note that his offer would be loaded with the payable GST under the RCM. Further, Bidder should notify and submit to the AIESL within 15 days from the date of becoming liable to registration under GST.

#### **6.3.2 HSN Code and GST Rate:**

- 1) HSN (Harmonized System of Nomenclature) code for the goods provided in this Tender Document is only indicative. It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code and corresponding GST rate for each activity of the Services being offered by them
- 2) As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid / contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.
- 3) If a Bidder asks for GST (and GST Cess if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Bidders should quote 'GST' if payable extra on the total basic rate of each service and quoted GST in '%' inclusive of cess.
- 4) If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax / levy is applicable or payable by the Procuring Entity.
- 5) Applicability to Imported Goods / Services: Following the implementation of GST, the import of commodities shall not be subject to such erstwhile applicable duties like safeguard duty, education cess, basic customs duty, anti -dumping duty, etc. All these supplementary custom duties are subsumed under GST. The supply of commodities or services or both, if imported into India, shall be considered as supply under inter - state commerce / trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

## **6.4 Payments**

### **6.4.1 General**

Unless otherwise stipulated, the usual payment term is 100% on delivery and acceptance of Services at 'the Site' by the AIESL and production of all required documents. However, periodic "On Account" payments shall be made unless otherwise stipulated as per the procedure laid down in GCC.

### **6.4.2 No Advance Payments**

Unless otherwise stipulated, no advance payment of any type (Mobilization, secured advances etc.), shall be made by the Procuring Entity. If so, provided the conditions for such advances shall be as per conditions stipulated therefor.

## **7. Downloading the Tender Document; Corrigenda and Clarifications**

### **7.1 Downloading the Tender Document**

The Tender Document shall be published and be available for download as mentioned in TIS. Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

### **7.2 Corrigenda / Addenda to Tender Document**

Before the deadline for submitting bids, the AIESL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda / addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website (s) for any corrigenda / addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum / addendum into account in preparing their bids, the AIESL may suitably extend the deadline for the bid submission, as necessary. After the AIESL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission as per ITB-clause 10.4.1 below.

### **7.3 Clarification on the Tender Document**

A Bidder may seek clarification of the Tender Document from Office / Contact Person / e-procurement Help Desk as mentioned in TIS, provided the clarifications are raised before the clarification end date mentioned in TIS (or if not mentioned, within 7 days before the deadline for the bid submission). The AIESL shall respond within 5 working days of receipt of such a request for clarification. The query and clarification shall be shared on the portal with all the prospective bidders. Any modification of the Tender Document that may become necessary due to the clarification shall be made by the AIESL through an Addendum/ Corrigendum as per the sub-clause above.

## **8. Pre-bid Conference**

- 1) If a Pre-bid conference is stipulated in the TIS, prospective bidders interested in participating in this tender may attend a Pre-bid conference to clarify the techno-commercial conditions of the Tenders at the venue, date and time specified therein. Participation in the Pre-bid conference is restricted to prospective bidders who have downloaded the Tender Document.
- 2) Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.
- 3) The date and time by which the written queries for the Pre-bid must reach the authority and the last date for registration for participation in the Pre-bid conference are also mentioned in the TIS. If the dates are not mentioned, such date and time shall be 7 days before the date and time of the pre-bid conference.
- 4) Delegates participating in the Pre-bid conference must provide a photo identity and an authorization letter as per Format 2: "Authorization for attending a Pre-bid Conference" from their Company / principals; else, they shall not be allowed to participate. The pre-bid conference may also be held online at the discretion of the Procuring Entity.

- 5) After the Pre -bid conference, Minutes of the Pre -bid conference shall be published on the Procuring Entity's portal within seven days from the Pre -bid conference. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document. As per ITB-clause 7.2 above, to give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, the AIESL may suitably extend, as necessary, the deadline for the bid submission.

## 9. Preparation of Bids

### 9.1 The bid

#### 9.1.1 Language of the bid

Unless otherwise stipulated in the AITB, the bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the AIESL shall be written in English or the Official Language. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

AIESL shall be written in English or the Official Language. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

#### 9.1.2 Acquaintance with Local Conditions and Factors

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarize himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, infrastructure, logistics, communications, the legal, environmental, and any other conditions or factors, which would have any effect on the performance of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the AIESL shall have no responsibility and shall not entertain any request from the bidders in these regards.

#### 9.1.3 Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the AIESL may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the AIESL shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender process.

#### 9.1.4 Interpretation of Provisions of the Tender Document

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or between-the-lines interpretation is unacceptable.

#### 9.1.5 Quote Quantities/ Prices in both Numerals and Words

Although the software on the Portal may convert quantities/ rates/ amounts in numerical digits in Bids to words, the bidders are advised to ensure that there is no ambiguity in this regard.

#### 9.1.6 Alternate Bids not Allowed.

Unless otherwise stipulated in the TIS/ AITB, conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The Portal shall permit only one bid to be uploaded.

## **9.2. Documents comprising the bid**

### **9.2.1 Techno-commercial bid/ Cover**

"Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected. If so stipulated in TIS/ AITB, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein. *No price details should be given or hinted at in the technical bid:*

- 1) Form 7: Documents relating to Bid Security: A Bid Securing Declaration (BDS) in lieu of bid security in the format provided therein shall be uploaded as per ITB clause 9.4.
- 2) Form 1: bid Form (to serve as covering letter and declarations applicable for both the technical bid and financial bid);
  - a) Form 1.1: Bidder Information;
  - b) Form 1.2: Eligibility Declarations;
  - c) If applicable. Form 1.3: Declaration by Agents/ Associates of Foreign Principals (ITB-clause 3.5 above)
- 3) Form 4: Qualification Criteria - Compliance: Documentary evidence and following related forms needed to establish the Bidder's qualifications as stipulated in Section VIII: Qualification Criteria. Besides the stipulated documents, other supporting documents, literature, pamphlets may also be attached.
  - a) Form 4.1: Performance Statement
  - b) Form 4.2 Non-performance, Litigation Statement
  - c) Form 4.3 Financial Capability Statements (and its sub-forms)
- 4) Form 2: Schedule of Requirements - Compliance. Bidders should fill this form to detail the Schedules of Services offered by them, maintaining the same numbering and structure. They may add additional details not covered elsewhere in their bid. They should highlight here any deviations/ exceptions/ reservations regarding Section VI: 'Schedule of Requirements', in a chart form, without any ambiguity or conditionality along with justification and supporting documents. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognized and shall be null and void.
- 5) Form 3: Performance Standards and Quality Assurance - Compliance.

Bidder shall upload the required and relevant documents like technical data, literature, drawings, and other documents. to establish that the Services offered in the bid fully conform to the Services specified by the AIESL in the Tender Document. Bidder is also required to provide clause by clause compliance/ deviation Statement in a chart form (without ambiguity or conditionality along with justification) relating to all Performance Standards, Quality Assurance, Methods Statement, and Work Plan parameters. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognized and shall be null and void.

  - a) Form 3.1: Method Statement
  - b) Form 3.2: Work-Plan
  - c) Form 3.3: Personnel Deployment Plan (shall also be evaluated for compliance to qualification criteria).
  - d) Form 3.4: Equipment Deployment Plan (shall also be evaluated for compliance to qualification criteria)
  - e) Form 3.5: Materials Deployment Plan
- 6) Form 5: Terms and Conditions - Compliance. Bidder must comply with the entire commercial and other clauses of this Tender Document. Any deviations should be listed in a chart form without ambiguity or conditionality, along with justification and supporting documents. All such Statements and Documents shall be uploaded as Form 5. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognized and shall be null and void.

Tender No./ 109;

Tender Title: Supply of truck mounted boom lift, 26-meter height

- 7) Form 6- Checklist for the Bidders: Bidder must also upload the Checklist given in the Tender Document as Form 6 to confirm that he has complied with all the instructions in the Tender Document, and nothing is inadvertently left out. This checklist is only for general guidance and is not comprehensive, and does not absolve Bidder from complying with all the requirements stipulated elsewhere in the Tender Document.
- 8) If stipulated in TIS/ AITB, duly signed Form 8: Integrity Pact
- 9) Any other format/ Form if stipulated in AITB or if considered relevant by the bidder

### **9.2.2 Financial bid/ Cover**

"Financial bid" shall comprise the Price Schedule (To be submitted separately as an excel sheet) considering all financially relevant details, including Taxes and Duties as per ITB-clause 6.3. No additional technical details, which have not been brought out in the technical bid shall be brought out in the Financial bid.

### **9.3. Bid Validity**

- 1) Unless specified to the contrary in the TIS/ AITB, Bids shall remain valid for a period not less than 120 days from the deadline for the bid submission stipulated in TIS. A bid valid for a shorter period shall be rejected as nonresponsive.
- 2) In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the AIESL, the bid validity shall automatically be deemed to be extended upto the next working day.
- 3) In exceptional circumstances, before the expiry of the original time limit, the AIESL may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the AIESL 's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

### **9.4 Bid Security - Related Documents**

- 1) In lieu of Bid Security, all Bidders shall furnish/ upload a Bid Securing Declaration (BSD) as Form 7: Documents Relating to Bid Security, along with its Technical bid. The BSD is required to protect the AIESL against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.
- 2) The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in Ministry/ Department of AIESL for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:
  - (a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or
  - (b) after having been notified within the period of bid validity of the acceptance of his bid by the AIESL:
    - i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document.
    - ii) fails or refuses to sign the contract.
- 3) Unsuccessful Bidders' bid-Securing Declaration shall expire, if the contract is not awarded to them, upon:
  - (a) receipt by Bidder of the AIESL 's notification
    - i) of cancellation of the entire tender process or rejection of all bids or
    - ii) of the name of the successful bidder or
  - (b) forty-five days after the expiration of the bid validity or any extension thereof
- 4) The Bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security and signed the Agreement.

### **9.5. Non-compliance with these provisions**

Bids are liable to be rejected as nonresponsive if a Bidder:

- 1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- 2) furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

## **10. Signing and Uploading of Bids**

### **10.1. Relationship between Bidder and eProcurement Portal**

The AIESL is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

### **10.2. Signing of bid**

The individual signing/ digitally signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder in Form 1.1: Bidder Information.

### **10.3. Submission/ uploading of Bids.**

#### **10.3.1 Submission/ Uploading to the Portal**

- 1) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause 5 below). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information– otherwise, the bid shall be rejected as nonresponsive.
- 2) Bids shall be received only *Online* on or before the deadline for the bid submission as notified in TIS.
- 3) Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
- 4) Bidder need not sign or up-load the Schedules in ITB-clause 1.4 above while uploading his bid unless otherwise instructed in the Tender Document. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.
- 5) Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.
- 6) If stipulated in the TIS, copies/ originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the bid submission at the venue mentioned. Failure to do so is likely to result in the bid being rejected as nonresponsive. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. The AIESL reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).
- 7) Regarding the protected Price Schedule (excel format, Cover-2), Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective service(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet. If space is inadequate, Bidder may upload additional documents under "Additional Documents" in the "bid Cover Content."
- 8) The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.
- 9) The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The AIESL shall not be

responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.

- 10) All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorized persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.
- 11) The AIESL may extend the deadline for the bid submission by issuing an amendment as per ITB-clause 7.2 above, in which case all rights and obligations of the AIESL and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.
- 12) Bid submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.

### **10.3.2 Implied acceptance of procedures by Bidders**

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

### **10.3.3 Late Bids**

The bidder shall not be able to submit his bid after the expiry of the deadline for the bid submission (as per server time). Therefore, in eProcurement, a situation of Late Tender does not arise.

## **10.4. Modification, Resubmission and Withdrawal of Bids**

### **10.4.1 Modification & Resubmission**

Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted.

### **10.4.2 Withdrawal**

- 1) The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn.
- 2) No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, AIESL shall be within its right to enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), in addition to other punitive actions provided in the Tender Document for such misdemeanor.

## **11. Bid Opening**

The date & time of the opening bid is as stipulated on GeM/ CPP Portals. Bids cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer or the Publisher. If the specified date of tender opening falls on a day which is subsequently declared a holiday or closed day for the AIESL, the Bids shall be opened at the appointed time on the next working day.

## **12. Evaluation of Bids and Award of Contract**

### **12.1. General norms**

#### **12.1.1 Evaluation based only on declared criteria.**

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by AIESL. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

### **12.1.2 Infirmary / Irregularity / Non-Conformity / Deviations - Substantive or Minor**

- 1) An infirmity/ irregularity or non-conformity / exception/ deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:
  - a) which affects in any substantive way the scope, quality, or performance standards of the services;
  - b) which limits in any substantive way, inconsistent with the Tender Document, the AIESL 's rights or the Bidder's obligations under the contract; or
  - c) Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.
- 2) The decision of the AIESL shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.
- 3) Variations and deviations and other offered benefits (Techno -commercial or Financial) above the scope / quantum of Services stipulated in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the AIESL , and these would become part of the contract.
- 4) The AIESL reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the AIESL shall convey its observation as per sub-clause below, on such 'minor' issues to Bidder by portal, asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

### **12.1.3 Clarification of Bids and shortfall documents**

- 1) During the evaluation of Techno commercial or Financial Bids, the AIESL may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 3 days from the date of receipt of such request). The request for clarification shall be submitted through portal and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.
- 2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.
- 3) The AIESL reserves its right to, but without any obligation to do so, to seek any shortfall information / documents only in case of historical documents which pre -existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. There is a provision on the portal for requesting Short -fall documents from the bidders. The system allows taking the shortfall documents from any bidders only once after the technical bid opening.

### **12.1.4 Contacting AIESL during the evaluation**

From the time of bid submission to awarding the contract, no Bidder shall contact the AIESL on any matter relating to the submitted bid. If a Bidder needs to contact the AIESL for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the AIESL during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

## **12.2. Evaluation of Bids**

### **12.2.1 Preliminary Examination of Bids – Ground for rejection**

A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or infirmity. Only substantively responsive bids shall be considered for further evaluation.

Unless otherwise stipulated in the AITB, the following are some of the crucial aspects for which a bid shall be rejected as nonresponsive:

- 1) The bid is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.
- 2) Required Bid Security Declaration (Form 7) has not been provided.
- 3) Bidder is not eligible to participate in the bid as per laid down eligibility criteria;
- 4) The Services offered are not eligible as per the provision of this tender.
- 5) Bidder has quoted conditional bids or more than one bid or alternative bids unless permitted explicitly in the TIS/ AITB.
- 6) The bid validity is shorter than the required period.
- 7) The bid departs from the essential requirements stipulated in the bidding document;
- 8) Bidder has not quoted all Schedules or against a schedule in Section VI: Schedule of Requirement or has not quoted the entire Services as stipulated in that schedule.
- 9) Bidder has quoted 'Nil' Service charges/ margin over the minimum wages in Personnel Deployment Schedule.
- 10) Non-submission or submission of illegible scanned copies of stipulated documents /declarations.
- 11) If, the bid has not been signed by the authorized signatory of the bidder and the undertaking for the same is not attached with the technical bid.
- 12) If the complete bid is not signed and filled by the bidder/s.
- 13) If the price bid indication has been given in Technical Bid.
- 14) If the bid is incomplete in means of technically and financially as asked.
- 15) The above list is only illustrative and there can be other relevant grounds of rejections which are given in this tender.

### **12.2.2 The evaluation process**

1. Unless otherwise stated, initially, only the technical bids shall be opened on the stipulated date of opening of bids. After that, the technical evaluation shall be done whether these bids meet the eligibility & qualification criteria. Subsequent opening of financial bids and financial evaluation shall be done only of bids declared successful in techno -commercial evaluation.
2. If the TIS/ AITB stipulate this to be a single stage Tender process, the single cover bids shall be opened on the stipulated date of opening of bids. After that, evaluation of eligibility/ qualification of bidders, the techno-commercial, and the financial aspects shall be done simultaneously. There shall be no interim/ separate declaration of results of the techno -commercial evaluation.

### **12.3. Techno -commercial Evaluation**

Only substantively responsive bids shall be evaluated for techno -commercial evaluation. In evaluating the techno -commercial bid, conformity to the eligibility/ qualification criteria, technical specifications, and Quality Assurance; and commercial conditions of the offered Services to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno -commercial deviations shall be rejected as nonresponsive. AIESL reserves its right to consider and allow minor deviations in technical and Commercial Conditions as per ITB-clause 1 2.1.2.

#### **12.3.1 Evaluation of eligibility**

AIESL shall determine, to its satisfaction, whether the Bidders are eligible as per ITB-clause **3.2 and NIT -clause 3** above to participate in the Tender Process as per submission in Form **1.2: Eligibility Declarations**.

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

Tenders that do not meet the required eligibility criteria prescribed shall be rejected as nonresponsive.

### **12.3.2 Evaluation of Qualification Criteria**

AIESL shall determine, to its satisfaction, whether the Bidders are qualified and capable in all respects to perform the contract satisfactorily (subject to dispensation if any, for Start -ups, as per ITB -clause 4.3.2) as per submission in Form 4 and its sub-forms (4.1 to 4.3). This determination shall, inter -alia, consider the Bidder 's Experience/ Past Performance, Performance and Financial Capabilities; for satisfying all requirements incorporated in the Tender Document. The determination shall not consider the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

### **12.3.3 Evaluation of Conformity to Performance Standards and Quality Assurance**

The AIESL shall examine the Performance Standards and Quality Assurance; Methods Statement, Input Deployment Plans and Work Plan, as per Form 3, 3.1, 3.2, 3.3, 3.4 and 3.5.

### **12.3.4 Evaluation of Conformity to Commercial and Other Clauses**

Bidder must comply with all the Commercial and other clauses of the Tender Document as per submissions in Form 5. The AIESL shall also evaluate the commercial conditions quoted by Bidder to confirm that all terms and conditions stipulated in the Tender Document have been accepted without substantive omissions/ reservations/ exception/ deviation by the Bidder. Deviations from or objections or reservations to critical provisions such as those concerning Governing law s and jurisdiction (GCC Clause 3), Contractor's Obligations and Restrictions of its Rights (GCC Clause 5), Performance Bond/ Security (GCC Clause 5.8), Force Majeure (GCC Clause 10.7), Taxes & Duties (GCC Clause 1 1.2), Defects Liability Period (GCC Clause 11.7) and Code of Integrity (GCC Clause 14) will be deemed to be a material deviation.

### **12.3.5 Declaration of Techno -commercially Suitable Bidders and Opening of Financial Bids**

Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. The list of such techno -commercially suitable bidders and a date/time and venue for the opening of their financial bids shall be declared on the Portal and individually to all participant bidders in accordance with ITB -clause 12.2.2 as per the type of Tender Processes.

## **12.4. Evaluation of Financial Bids and Ranking of Bids**

### **12.4.1 Ranking of Financial Bids**

1. Unless otherwise stipulated, evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno -commercially suitable bids are e valuated and ranked to determine the lowest priced bidder.
2. Unless otherwise stipulated, the comparison of the responsive Bids shall be on total outgo from the AIESL 's pocket, to be paid to the contractor or any third party, including all elements of costs as per the terms of the proposed contract, duly delivered, commissioned, etc. as the case may be, including any taxes, duties, levies etc.
3. Unless otherwise stipulated, if the Schedule of Requirements contains more than one schedule, the financial ranking of bids shall be done based on all schedules put together. The bid for a schedule shall not be considered if the complete requirements prescribed in that schedule are not included in the bid.
4. If any bidder offers conditional discounts / rebates in his bid or suo-motu discounts and rebates after the tender opening (techno -commercial or financial), such rebates / discounts shall not be

Tender No./ 109;

Tender Title: Supply of truck mounted boom lift, 26-meter height

- considered for ranking the offer. But if such a bidder does become L-1 without discounts / rebates, such discounts / rebates shall be availed and incorporated in the contracts;
5. Unless announced beforehand, the quoted price shall not be loaded based on deviations in the commercial conditions. If it is so declared, such loading of a financial bid shall be done as per the relevant provisions.
  6. As per policies of the Government, from time to time, the AIESL reserves its option to give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.
  7. Evaluation of Bids shall include and consider the following taxes/ duties, as per ITB-clause 6.3 above:
    - a. in the case of Services performed in India or incidental goods of foreign origin already located in India, GST & other similar duties, which shall be contractually payable, on the Services and incidental Goods, if a contract is awarded on the bidder;
    - b. The offers shall be evaluated based on the GST rate quoted by each bidder, and the same shall be used for determining the inter -se ranking. The AIESL shall not be responsible for any misclassification of HSN Number or incorrect GST rate if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier; *and*
  8. Price Variation: If the tenders have been invited on a variable price basis, the tenders shall be evaluated, compared, and ranked based on the position as prevailing on the last deadline for techno-commercial bid submission and not on any future date.
  9. Ambiguous Financial bid: If the financial bid is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.

#### **12.4.2 Global Tender Enquiry (GTE , International Competitive Bidding) - deleted**

If stipulated in the TIS/ AITB that this is a Global Tender Enquiry (International Competitive Bidding), the following additional aspects of the evaluation of the financial offer shall also apply:

##### 1) Currency of Tender

In GTE tenders, if permitted in AITB, the bid price may be in foreign currencies, except for expenditure incurred in India (including incidental Works/ Goods delivered in India and agency commission, if any) which should be stated in Indian Rupees.

##### 2) Evaluation of Offers

For financial evaluation, all Bids shall be converted to Indian Rupees based on the “Bill for Collection (BC) selling” exchange rate on the last deadline for the bid submission (Techno-commercial offer) from a source as specified (State Bank of India, if not so specified) in the tender document. The offers would be compared based on the principle of the total outgo from AIESL 's pockets, including all applicable taxes and duties (Customs duty, GST, and GST Cess). For bids with Letter of Credit (LC) payment, the likely LC charges (as ascertained from the AIESL 's bankers) should also be loaded. Import of Goods or services or both attract s integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom assessable Value' plus the 'Basic Customs duty applicable thereon'. The terms FOB, FAS, CIF, DDP etc. shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.

#### **12.4.3 Evaluation Process in Tender cum e -Reverse Auction**

If it is specified in TIS/ AITB that this is a Tender cum e -Reverse Auction Tender Process then, the e-Reverse Auction process shall be mandatorily conducted on the same portal after the financial bid opening declaration of L-1 landed price/ s), provided the number of valid bidders is not less than the stipulated number (3 if not specified). Unless otherwise stipulated following procedure shall be followed:

1. Shortlisting of bidders eligible to participate in e -Reverse Auction:

(a) The bids disallowed from participating in the Reverse Auction (e -RA) shall be the highest bidder(s) in the tabulation of prices in the financial bid. If the highest bidders quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in first out by the system.

(b) If the number of valid bidders is less than the minimum stipulated number (or 3 if not specified) , a Reverse auction shall not be conducted, and the financial bids shall be evaluated. In the case of 4 to 6 valid bidders lowest three (3) bidders shall be allowed to participate in the reverse auction. In the case of more than 6 valid bidders, only 50% of the bidders (rounded up to next integer) shall be allowed to participate.

(c) However, if MSE bidders or Class -I Local suppliers under the Make in India policy do not come under the above criteria, but their prices in financial bids are within the policy's margin of preference, they shall be allowed to participate. Such bidders would be over and above the short -list mentioned above.

## 2. Reverse Auction Process (RAP)

Note: If the Portal RAP process is different from the one described below, the portal provisions shall prevail.

(a) Upon opening the financial bids, a reverse auction platform shall be created. The reverse auction shall start within the specified period (two hours if not specified) of the bid. There shall be no participation fees for the e-Reverse auction.

(b) Unless modified by TIA, L -1 landed price in financial bid (as per the calculation schema based on the Tender Document evaluation criteria) shall be the start bid price on which the auction shall be initiated.

(c) The TIA shall specify the decrement value before starting the e -Reverse Auction (or, if not specified, 0.5% of the start bid price rounded off to the next unit, tens, hundreds, thousands etc., with a minimum of Rs. 1). The reduction shall have to be made as per decrement value or in multiple thereof.

(d) An initial period of the reverse auction shall be as stipulated (or two hours if not specified). All times and periods are as per server time -stamp. There shall be auto extensions of time by specified minutes (ten minutes if not specified) in case of any reduction recorded in the last auto -extension period. The Maximum number of auto extensions shall be as stipulated (or 4 if not stipulated).

(e) In case of service disruption at the service provider's end during the reverse auction, the reverse auction process shall start all over again, with the last recorded lowest price of prematurely ended RAP as the 'Start bid' price. The prices quoted in the prematurely ended RAP shall be binding on all the bidders for consideration if the restarted process does not trigger within the stipulated time (or by 5.00 pm on the same day, if not stipulated). Disruption and restarting of RAP shall be intimated to all the bidders through system/ SMS/ e -mail through the e-procurement portal.

3. Bidders must submit only the landed price in the reverse auction, and only the item -wise L-1 price shall be displayed without disclosing the number of bids and names of the bidders. The landed price would not be the same for two bidders, even if any bidder makes such an attempt. While evaluating the bids, the exchange rate captured by the e -procurement system shall be considered for converting foreign currency into Indian Rupees.

4. On the auction's closing time expiry, the bid history showing all the last valid bids offered along with the name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.

5. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. Only the chronologically last bid submitted by Bidder until the end of the auction shall be considered the valid financial bid of Bidder, and consideration of the same for entering a contract by the AIESL shall bind on the bidder. If a bidder does not submit his bid in the Reverse Auction, the price quoted in the financial bid shall be considered the valid price of that bidder. The status of Bidder (L-1, L-2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the financial bid, whichever is lower.
6. The successful L-1 bidder, after the reverse auction, must upload within a stipulated period (within 2 working days, if not specified) the breakup of Landed Prices in the shortfall documents, at which the contract shall be awarded. While giving the breakup, the Bidder shall include the same taxes and duties as quoted while submitting the financial bid. If the L-1 bidder fails to submit the breakup of landed price within the stipulated period, the AIESL shall place an order based on the breakup of the financial bid submitted by Bidder, and the same shall be binding on the bidder.
7. **Purchase Preference**  
Short-listed bidders, eligible for any purchase preference policy as per the Tender Document, shall get an opportunity to match the L -1 prices concluded after the reverse auction if their final prices in Reverse Auction fall within the permitted percentage.

#### **12.4.4 Cartel Formation / Pool Rates**

1. Unless the AIESL decides this to be a case of Cartel/ Pool Rates, if more than one bidder quote the same total evaluated price, then the AIESL reserves its right to distribute unequal quantities among the bidders - excluding one or more bidders based on considerations like performance / financial capabilities, any extra features/ benefits offered etc.
2. If AIESL decides this to be a case of Cartel/ Pool Rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended from time to time, it reserves its rights to:
  - a. order any quantity on any one or more bidders without assigning any reason thereof.  
And/ or
  - b. consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions provided in this regard in the Tender Document. In addition to such remedies, the AIESL also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to Chapter VI of the "The Competition Act 2002", which deals with Penalties. Such actions shall be in addition to other rights and remedies available to the AIESL under the contract and Law.

#### **12.4.5 Reasonableness of Rates Received**

AIESL shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to take action as per the following sub -clauses, or as per ITB-clause 2.3, reject any or all Bid s; abandon/ cancel the Tender process and issue another tender for identical or similar Services.

#### **12.4.6 Consideration of Abnormally Low Bids**

An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. AIESL shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, AIESL determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

offered price, the AIESL shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

#### 12.4.7 Price Negotiation

Usually, there shall be no price negotiations. However, the AIESL reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable for delivery of Services and on whom the contract would have been placed but for the decision to negotiate. This right shall also apply to post e-Reverse Auction process.

### 13. Award of Contract

#### 13.1. The AIESL 's Rights

##### 13.1.1 Right to Vary Quantities at the Time of Award:

At the time of contract award , the AIESL reserves the right to increase or decrease without any change in the unit prices or other terms and conditions of the bid and the Tender Document , the quantum of Services originally stipulated in Section VI: Schedule of Requirements, provided this increase / decrease does not exceed 25 % (twenty-five) percent of tendered quantity (or any other percentage indicated in the Tender Document ).

##### 13.1.2 Parallel Contracts or Splitting of Award

The AIESL reserves its right to split the quantities and conclude Parallel contracts with more than one bidder (for the same tender) in the following circumstances:

1) Unless otherwise stipulated in TIS/ AITB, there shall be no parallel orders or splitting quantities among more than one Bidders.

2) However, if the Tender Document stipulates such parallel contracts due to the critical/ strategic/ specific nature of the Services, the manner of deciding relative share of the lowest bidder (L-1) and the rest shall be clearly defined, along with the minimum number of Bidders sought (subject to availability of suitable bids meeting the requirements) for the contract. In such cases, the bidders should not quote for less than 25% of the tendered quantity; otherwise, their offer shall be rejected as nonresponsive. Unless otherwise stipulated in the AITB, in case of splitting in two and three, the ratio of 70:30; 50:30:20, respectively shall be used. These ratios are approximate, and the Procuring Entity reserves its right to marginally vary quantities to suit capacity / past performance of the bidder/ unit loads of packing or transportation/ relative ranking of the bids/ delivery period offered/ existing load of Bidder and other similar factors affecting smooth delivery of Services as per requirements.

#### 13.2. Letter of Award (Acceptance - LoA) and Signing of Contract

##### 13.2.1 Selection of Successful Bidder(s)

The AIESL shall award the contract to the Bidder(s) whose bid(s) is Techno -commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the Tender Document.

##### 13.2.2 Verification of Original Documents

Before issuing a Letter of Award (LoA) to the successful Bidder(s), the AIESL may, at its discretion, ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the technical bid. If so decided, the photocopies of such self -certified documents shall be verified and signed by the competent officer and kept in the records as part of the

Tender No./ 109;

Tender Title: Supply of truck mounted boom lift, 26-meter height

contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions provided in the Tender Document. The evaluation of Bids shall proceed with the subsequent ranked offers.

### 13.2.3 Letter of Award (LoA)

1) The Bidder, whose bid has been accepted and documents verified (at the discretion of AIESL), shall be notified of the award by the AIESL before the expiration of the bid validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award-LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that the AIESL shall pay the contractor in consideration of delivery of Services. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below. The AIESL, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.

2) It shall be mandatory for the successful bidder to be registered on GeM and obtain a unique GeM Seller I D. before the placement of LoA or the contract. This ID shall be incorporated in the contract.

### 13.2.4 Performance Security

1) Within 14 days (or any other period stipulated in AITB) of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security as per details in GCC -5.8 shall be submitted by the contractor to the AIESL. Amount will be the 5% of the Purchase Order value.

2) If the contractor, having been called upon by the AIESL to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the AIESL at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

3) If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of the contractor otherwise withdraws from the procurement process, the AIESL shall cancel the procurement process. Provided that the AIESL, on being satisfied that it is not a case of cartelization, and that the integrity of the procurement process has been maintained, may offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

### 13.2.5 Signing of Contract

1) Within seven working days of receiving performance security, the AIESL shall send the contract form (as per Format 1: Contract Form along with sub-formats) duly completed and signed, in duplicate, by registered / speed post or by suitable digital means to the successful Bidder.

2) If so asked by the AIESL, the successful Bidder shall return the original copy of the contract, duly signed and dated, within seven days from the date of receipt of the contract, to the AIESL by registered/ speed post or by a suitable digital means.

3) Otherwise, the contract shall be taken to be legally effective from the date of its signing. The contractor may point out to the AIESL, in writing/ electronically, any anomalies noticed in the contract within seven days of its receipt.

### 13.2.6 Expiry of bid Declaring Declarations

Upon the furnishing by the successful Bidder of the Performance Security, the AIESL shall promptly notify the other Bidders that their Bids have been unsuccessful. The Bid Securing Declarations of unsuccessful bidders will expire on receipt of this notification by them, in terms of ITB-clause 9.4 above. The Bid-Securing Declaration of the successful bidder shall expire when Bidder has furnished the required Performance Security and signed the Agreement.

#### **13.2.7 Publication of Tender Result**

The name and address of the successful Bidder (s) receiving the contract (s) shall be published in the Portal and notice board / bulletin /website of the AIESL.

#### **14. Grievance Redressal / Complaint Procedure**

1) Bidder has the right to submit a complaint or seek de -briefing regarding the rejection of his bid, in writing or electronically, within 10 days of declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Chief of Procurement.

2) Within 5 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.

3) The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating bids and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:

a) Only a bidder who has participated in the concerned Tender Process, i.e., pre-qualification, bidder registration or bidding can make such representation.

b) Only a directly affected bidder can represent in this regard.

i) In case of pre-qualification bid has been evaluated before the bidding of Technical / financial bids, an application for review concerning the technical / financial bid may be filed only by a bidder who has qualified in pre -qualification bid;

ii) In case a technical bid has been evaluated before the opening of the financial bid, an application for review concerning the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

c) Following decisions of the AIESL shall not be subject to review:

- i. Determination of the need for procurement.
- ii. Complaints against performance standards except under the premise that they are either vague or too specific to limit competition
- iii. Selection of the mode of procurement or bidding system;
- iv. Choice of the selection procedure.
- v. Provisions limiting the participation of bidders in the Tender Process, in terms of policies of the Government
- vi. Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
- vii. The decision to enter into negotiations with the L-1 bidder; and
- viii. Cancellation of the Tender Process except where it is intended to subsequently re -tender the same Services.

#### **15. Code of Integrity in Public Procurement, Misdemeanors and Penalties:**

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanors, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. GCC - clause 14 (including the penalties prescribed therein) shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity) and shall apply mutadis mutandis during the pre-award tender process.

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**Bidding Forms**

**FORM 1: BID FORM (Covering Letter)**

**(To be submitted as part of Technical bid, along with supporting documents, if any)**

**(on Bidder's Letter-head)**

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

To,

DY GM

AI Engineering Services Ltd

Ref: Your Tender Document No. ----- Tender Title:

\_\_\_\_\_

Sir/ Madam,

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/ upload our Techno-commercial and financial bid (Price Schedule) for the performance of Services and incidental Goods/ Works in conformity with the said Tender Documents.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

**1) Our Credentials:**

a) We are submitting this bid -

on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved.

Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder Information).

Or

as agents/ associates of our foreign principals. Our foreign principal's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.4 (Declaration by Agents/ Associates of Foreign Principals).

b) We..... hereby certify that  We/  Our Principals M/s .....are a firm of proven, established, and reputed Service Provider having Experience, past performance, Personnel, Machinery and Financial capability, with offices at -----

**2) Our Eligibility and Qualifications to participate**

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1.2 of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in Form 4: 'Qualification Criteria - Compliance. We authorise the AIESL to contact our Banker to seek references and clarifications.

**3) Our Bid to deliver Services:**

We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in Form 2: 'Schedule of Requirements - Compliance and Form3: 'Performance Standards and Quality Assurance - Compliance' (and its sub-forms).

**4) Prices:**

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:

(a) based on terms of delivery and delivery schedule confirmed by us; and

(b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and

(c) Based on the terms and mode of payment as stipulated in the Tender Document.

We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and

(d) The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

iv) those prices; or

v) the intention to submit an offer; or

vi) the methods or factors used to calculate the prices offered.

(e) The prices in this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

**5) Affirmation to terms and conditions of the Tender Document:**

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document.

Deviations, if any, are submitted by us in Form 5: 'Terms and Conditions - Compliance'.

We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

**6) Bid Securing Declaration**

We have submitted the Bid Securing Declaration (BSD, in lieu of Bid Security) in stipulated format vide Form 7: 'Documents Relating to bid security'.

**7) Abiding by the Bid Validity**

We agree to keep our bid valid for acceptance for a period upto -----, as required in the Tender Document, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

**8) Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies**

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the AIESL, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

**9) A Binding Contract:**

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

contract Documents submitted by us. We do hereby undertake that, until a formal Contract is signed or issued, this bid, together with your written Letter of Award, shall constitute a binding contract between us.

**10) Performance Guarantee and Signing the contract**

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the AIESL has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

**11) Signatories:**

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

**12) Rights of the AIESL to Reject bid(s):**

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**Form 1.1: Bidder Information**  
**(To be submitted as part of Technical bid)**  
**(on Company Letter-head)**  
**(Along with supporting documents, if any)**

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Tender Document No. Tender No./ xxxx; Tender Title: Non-consultancy Services

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanors in the Tender Document. (Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

**1) Bidder/ Contractor particulars:**

- a) Name of the Company:.....
- b) Corporate Identity No. (CIN): .....
- c) Registration, if any, with The AIESL : .....
- d) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
- e) Place of Registration/ Principal place of business" .....
- f) Complete Postal Address: .....
- g) Pin code/ ZIP code: .....
- h) Telephone nos. (with country/ area codes): .....
- i) Mobile Nos.: (with country/ area codes): .....
- j) Contact persons/ Designation: .....
- k) Email IDs: .....

Submit documents to demonstrate eligibility as per NIT-clause 3 and ITB-clause 3.2 - A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

**2) Taxation Registrations:**

- a) PAN number: .....
- b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): .....
- c) GSTIN number: ..... in Contractor and Service Site States
- d) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose: .....
- e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): .....

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration

**3) Trade Registrations and Licences**

We have the following registrations/ licences required for the performance of this Service (tick as applicable). Authenticated copies of these are enclosed herewith:

- EPF
- ESI
- Labour Licence
- Private Security Agency under relevant Act
- Any other required -----.

**4) Authorization of Person(s) signing the bid on behalf of the Bidder**

- a) Full Name: \_\_\_\_\_
- b) Designation: \_\_\_\_\_

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

c) Signing as:

- A sole proprietorship firm. The person signing the bid is the sole proprietor/constituted attorney of the sole Proprietor,
- A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney.
- A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- A Society. The person signing the bid is the constituted attorney.

Documents to be submitted: Registration Certificate/ Memorandum of Association/Partnership Agreement/ Power of Attorney/ Board Resolution.

**5) Bidder's Authorized Representative Information**

- a) Name:
- b) Address:
- c) Telephone/ Mobile numbers:
- d) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of  
[name & address of Bidder and seal of company]

DA: As above

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**Form 1.2: Eligibility Declarations**  
**(To be submitted as part of Technical bid)**  
**(On Company Letter-head)**  
**(Along with supporting documents, if any)**

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.]

**Eligibility Declarations**

(Please tick appropriate boxes or cross out any declaration not applicable to the bidder)

We hereby confirm that we comply with all the stipulations of NIT-clause 3 and ITB-clause 3.2 and declare as under and shall provide evidence of our continued eligibility to the AIESL as may be requested:

1) Legal Entity of Bidder: \_\_\_\_\_

2) Bidder/ Agent Status: \_\_\_\_\_

3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):

(a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;

(b) (including our Contractors/ subcontractors for any part of the contract):

i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the AIESL or its Ministry/ Department from participation in its Tender Processes; and/ or

ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.

(c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of AIESL , as counter-indicated, in the Tender Document.

(d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.

(e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anticompetitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

4) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;

b) we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

**5) MSME Status:**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/Others:.....

b) We attach herewith, Udyam Registration Certificate with the Udyam Registration Number as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.

c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**6) Start-up Status**

we confirm that we are/ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

**7) Make in India Status:**

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

- Class-I Local Supplier/
- Class-II Local Supplier/
- Non-Local Supplier.

b) We also declare that.

- There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Services, or
- We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services

**8) Self-Declaration by Indian Agents of Foreign Principals**

a) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of Form 1.3 annexed herewith.

(c) Agency Agreement shall be submitted with Form 1.3. It shall cover

- i) the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
- ii) any payment the agent or associate receives in India or abroad from the foreign principal, whether a commission or a general retainer fee.

b) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.3 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).

c) The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form 1.3.

d) Confirmation is given in Form 1.3 herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the AIESL in India, in equivalent Indian Rupees on satisfactory completion of the Project or delivery of Services.

**9) Penalties for false or misleading declarations:**

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name & address of Bidder and seal of company]

DA: As in Sr 9 to 13 above, as applicable

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**Form 1.3: Declaration by Agents/ Associates of Foreign Principals**

**(Required only for Agents/ Associates of Foreign Principals)**

**(On Company Letter Head)**

**(Along with supporting documents, if any, To be submitted as part of Technical bid)**

**Agent's Name** \_\_\_\_\_  
**[Address and Contact Details]**  
**Principal's Reference No.** \_\_\_\_\_  
**Date**.....

To  
Dy. Gen. Manager - PPMM  
AI Engineering Services Limited

Dear Sirs,  
Ref. Your Tender Document No. Tend No./ xxxx; Tender Title: GOODS

- 1) We, ....., are a bonafide business as per Indian Laws. We have been retained as agent/ associates by our foreign principals/OEM, Messrs..... (name and address of the principal) to associate with them for participation in this Tender Process.
- 2) We understand that any failure or non-disclosures, or mis-declarations by us, shall be treated as a violation of the Code of Integrity. Our Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions by the AIESL as per the Tender Document.
- 3) The required details are as follows.
  - a) Name of the Agent/ Associate:.....
  - b) Documents regarding ownership pattern: as appropriate – Bye Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution.
  - c) Year of establishment.....
  - d) Sister Concerns.....,
  - e) Corporate Identity No. (CIN): .....
  - f) Aadhar Card of Owner/ CEO/ Partner
  - g) PAN number: .....
  - h) Complete Postal Address: .....
  - i) Pin code/ ZIP code: .....
  - j) Telephone nos. (with country/ area codes): .....
  - k) Mobile Nos.: (with country/ area codes): .....
  - l) Contact persons/ Designation: .....
  - m) Email IDs: .....
  - n) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.): .....
  - o) GSTIN number: ..... in Consignor and Consignee States
  - p) Registered office from where agency/ association services would be mainly provided for GST Purpose: .....

Tender No./ 109;  
 Tender Title: Supply of truck mounted boom lift, 26-meter height

q) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): .....

4) Details required regarding the foreign principal/ OEM are given below.

- a) Name of the Company:.....
- b) Nationality/ Country of operation.....
- c) Status:

- (i) manufacturer or
- (ii) (ii) agents of manufacturer holding the Letter of Authority of the Principal, specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.

- d) Complete Postal Address: .....
- e) Telephone nos. (with country/ area codes): .....
- f) Mobile Nos.: (with country/ area codes): .....
- g) Contact persons/ Designation: .....
- h) Email IDs: .....

5) Because of price-sensitive information, agency/ dealership/ any other agreement with foreign principals/ OEM shall be submitted as per ITB-clause 3.5, on-demand, after the Financial bid opening. It shall contain details of payments of all commissions, gratuities, or fees concerning the tender process or execution of the contract that we have paid/ received, or shall pay/ receive, as per the following format:

Name of Recipient	Address	Services to be provided	Amount and Currency

- 6) Our principals have authorized us to confirm that the commission/ remuneration, if any, to us under the contract shall be paid in India, in equivalent Indian Rupees, on satisfactory completion of the Project or supplies of Goods and Spares.
- 7) We enclose herewith: as appropriate, our ----- Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/Board Resolution.

Yours faithfully,

[signature with date, name, and designation]

for and on behalf of Messrs.....

[name & address of the OEM and seal of company]

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**Form 3: Performance Standards and Quality Assurance - Compliance**

(Ref ITB-clause 9.2, Schedule VII: Performance Standards and Quality Assurance)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

*Note to Bidders: Also highlight deviations from Section VII: Performance and Quality Assurance requirements maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard. Sl. No.*

Ref of Performance Standards and Quality Assurance Clause

Subject

Confirmation/ Deviation/ Exception/ reservation

Justification/ Reason

Section

Clause/ sub-clause

We shall comply with, abide by, and accept without variation, deviation, or reservation all Performance Standards and Quality Assurance requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....  
[name & address of Bidder and seal of company]

DA: Relevant documents like technical data, literature, drawings, and other documents

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**Form 3.1: Method Statement**

**(Ref ITB-clause 9.2, Schedule VII-1: Method Statement)**

**(To be submitted as part of Technical bid)**

**(on Company Letter-head)**

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Note to Bidders:

- 1) Bidders must detail the method of performing the activity, indicating quantum and type of - personnel, equipment, and materials to be used. Indicate supervision, reports/ reporting procedure, performance parameters/ specification – target and measurements, documentation, quality control records, and any other relevant detail to distinguish your performance from other bidders. Also indicate complaint redressal procedures and response times.
- 2) Bidders must demonstrate a complete understanding of the scope, nature and resources needed to deliver the Services.
- 3) The Method Statement shall, therefore, include, but shall not necessarily be limited to, the following:
  - (f) Description of the Bidder's proposed programming and sequencing of all main activities, identifying those for which timing may be critical.
  - (g) Description of the measures included in the bid, which shall be implemented to achieve the performance standards and quality of execution required under the contract
  - (h) If the Tender Document so require a proposed Service Level Agreement shall also be included – inappropriate details/ format
  - (i) Description of arrangements to ensure compliance with the environmental, social, gender, health and safety requirements called for in the Tender Document, which the Bidder proposes to adopt and has included in the bid
  - (j) Commentary on the Procurement Entity's Requirements, including the status of the information available and relevant issues for the Works, detailing how the critical requirements shall be achieved.
  - (k) Method Statement must be supplemented by information in Work Plan.  
Personnel Deployment Plan; Equipment Deployment Plan and Materials  
Deployment Plan
  - (l) Anything else, as may be appropriate.

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**Form 3.3: Personnel Deployment Plan**

Deleted

**Form 3.4: Critical Equipment Deployment Plan**

Deleted

**Form 3.5: Critical Materials Deployment Plan**

Deleted

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**Form 4: Qualification Criteria – Compliance  
(Ref ITB-clause 9.2, Schedule VIII: Qualification Criteria)  
(To be submitted as part of Technical bid)  
(Along with supporting documents, if any)  
(on Company Letter-head)**

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Note to Bidder: Furnish stipulated documents in support of the fulfilment of qualifying criteria.

The list below is indicative only. You may attach more documents as required. Non submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive. Also highlight in this form deviations, if any, from Section VIII: Qualification Criteria.

Listed below are the various eligibility & pre-qualification requirements, for which AIESL seeks confirmation of compliance, from the Bidders.

S.N	Description	AIESL condition	Vendor Response	Documentary proof
1.	Name of the Company/Establishment	MUST	Yes/No	To submit documentary proof
2.	Full Address of Registered Office	MUST	Yes/No	To submit documentary proof
3.	Nature of company (Whether Proprietorship Firm / Partnership Firm / Limited Company / Corporation / Any Other (Specify) (Enclose Proof)	MUST	Yes/No	To submit documentary proof
4.	Name /Telephone No./ Mobile No. of Authorised Person	MUST	Yes/No	To submit documentary proof
5.	E-mail id	MUST	Yes/No	To submit documentary proof
6.	Certificate of Incorporation/ company registration certificate	MUST	Yes/No	To submit documentary proof
7.	If the Bidder is an MSE/Start-ups enterprise, submit proof	MUST	Yes/No	To submit documentary proof
8.	a. Average Annual financial turnover of during the last three years, ending 31 <sup>st</sup> March of the year 2025, should be at least 30% (thirty percent) of the estimated tender cost. b. Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract, of no less than the amount specified in the tender. Turnover Certificate, Balance Sheets, P&L Account Statements, ITR & Solvency Certificate duly signed by CA (Chartered Accountant) must be submitted.		Yes/No	To submit Certificate copy.
9.	The Bidder must have at least three years' experience of handling similar services during the last three financial years for providing similar type of services to Central/State Government/ PSU / Reputed organization	MUST	Yes/No	To submit Certificate copy.

Tender No./ 109;

Tender Title: Supply of truck mounted boom lift, 26-meter height

	or aviation sector. Services rendered with list of such Central/ State/ PSU /Reputed organization or aviation sector shall be furnished. <b>Similar Services: Supply of boom lifts, scissor,</b>			
10.	The Bidder must have successfully executed /completed similar services for export and import /re-import of Aircraft parts over the last three years i.e. the current financial year and three preceding financial years: <ul style="list-style-type: none"> <li>• Three completed services costing not less than the amount equal to 40% of the estimated tender cost, <b>or</b></li> <li>• Two similar completed services costing not less than the amount equal to 50% of the estimated Tender cost, <b>or</b></li> <li>• One similar completed service costing not less than the amount equal to 80% of the estimated tender cost.</li> </ul>	MUST	Yes/No	To submit documentary proof.
11.	Bidder should confirm compliance to the stated work-scope in entirety and confirm that they have submitted their Commercial Bid in the same format as per	MUST	Yes/No	To submit documentary proof.
12.	Bidder should provide escalation matrix.	MUST	Yes/No	To confirm
13.	<b>Bidder should provide solvency certificate</b>	<b>Not required</b>	<b>Yes/No</b>	<b>To submit documentary proof</b>
14.	Bidder has enclosed an EMD of Rs. 2 Lakhs by way of Demand Draft, Banker's Cheque, or ECS as a part of the Technical Bid. (MSE/Start-ups enterprises should submit Bid Security Declaration)	MUST	Yes/No	To submit documentary proof
15.	Bidder agrees to pay non-interest-bearing deposit @ 5% of PO/Contract Value or equivalent Bank guarantee as Security deposit, for the period of contract.	MUST	Yes/No	To submit documentary proof
16.	Bidder agrees that the payment would be made on a monthly basis, under the 45 days credit terms basis.	MUST	Yes/No	To Confirm
17.	PAN and GST Number	MUST	Yes/No	To submit documentary proof

**Note:**

Bidders to note that MUST conditioned mentioned in the above paras are the qualifying elements of the technical bid and hence response of "YES" only is expected from vendors with documentary evidence failing which vendors may be disqualified and rejected in the technical evaluation exercise. Relevant documents must be submitted in support of each of the MUST condition above.

I am authorized to sign this document(s).

Name & signature with company seal

Tender No./ 109;  
 Tender Title: Supply of truck mounted boom lift, 26-meter height

**Form 4.1: Performance Statement**

Statement of Performance of Services During Last Five Years and Outstanding Current Orders  
 (Ref ITB-clause 9.2, Schedule VIII: Qualification Criteria)  
 (To be submitted as part of Technical bid)  
 (on Company Letter-head)

**Tender Document No. Tend No./ xxxx;                      Tender Title: Non-consultancy Services**

**Bidder's Name** \_\_\_\_\_  
**[Address and Contact Details]**  
**Bidder's Reference No.** \_\_\_\_\_ **Date**.....

Note to Bidder: Bidder must fill in this form to prove conformance to Criteria 1 – Experience and Past Performance in Section VIII – Qualification Criteria. Mention contracts in which Bidder is or has been a party, whether as a Service Provider, affiliate, associate, subsidiary, Subcontractor, or any other role. The list below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard. Statements and Documents may be mentioned/attached here

Contracting Entity – Name and Address	Contract Title, Number and Date	Role in Contract	The total value of the order	Status as on date - ---

.....  
 (Signature with date)  
 .....  
 (Name and designation)  
 Duly authorized to sign bid for and on behalf of  
 .....  
 .....  
 [name & address of Bidder and seal of company]  
 DA: Performance records/ contracts

Tender No./ 109;  
 Tender Title: Supply of truck mounted boom lift, 26-meter height

### Form 4.2 Non-performance, Litigation Statement

**Deleted**

#### Form 4.3 Financial Capability Statements (Ref ITB-clause 9.2, Schedule VIII: Qualification Criteria) (To be submitted as part of Technical bid) (on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Note to Bidders: Fill this Form for Bidder and each member of a joint venture or other association that is a party to Bidder to highlight conformance to Criteria 3: Financial Capability. The list below is indicative only. You may attach more documents as required. Add additional details not covered elsewhere in your bid in this regard.

#### Form 4.3.1: Financial Statements and Ratios

Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in this form.

Financial Data for Previous Three (3) Years			
	Year 1:	Year 2:	Year 3:
<b>Information from Balance Sheet</b>			
<b>Total Assets</b>			
<b>Total Liabilities</b>			
<b>Net Worth</b>			
<b>Current Assets</b>			
<b>Current Liabilities</b>			
<b>Information from Income Statement</b>			
<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			
<b>Financial Ratios</b> (Bidders to fill this table. The AIESL shall verify during the review process)			
<b>Current Ratio</b>			
<b>Debt Ratio</b>			

Attached are copies of financial statements (either audited financial statements supported by audit letters or certified financial statements supported by tax returns) as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of Bidder or a member of a Joint Venture or other Association and not a sister or parent company.
- A Chartered accountant must audit historical financial statements.
- Historical financial statements must be complete, including all notes to the financial statements.
- Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**Form 4.3.2: Average Annual Turnover**  
**(Ref ITB-clause 9.2)**  
**(To be submitted as part of Technical bid)**  
**(on Company Letter-head)**

**Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services**

**Bidder's Name** \_\_\_\_\_  
**[Address and Contact Details]**  
**Bidder's Reference No.** \_\_\_\_\_ **Date**.....

**Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in these forms**

<b>Annual Turnover Data for the Last Three (3) Years (Services only)</b>	
<b>Year</b>	<b>Turnover Amount</b>
<b>Average Annual Construction Turnover</b>	

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**Form 4.3.3: Financial Resources**  
**(Ref ITB-clause 9.2, Schedule VIII: Qualification Criteria)**  
**(To be submitted as part of Technical bid)**  
**(Along with supporting documents, if any)**  
**(on Company Letter-head)**

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in this form, specifying proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject Contract or contracts as indicated in Section VII: Qualification Criteria.

No	Source of Financing	Amount (Rs lakh )

Note: Attach Supporting Documents – i.e., Statement from Bankers etc

Tender No./ 109;  
 Tender Title: Supply of truck mounted boom lift, 26-meter height

**Form 4.3.4: Current Contract Liabilities/ Works in Progress**

**Deleted**

**Form 5: Terms and Conditions - Compliance  
 (Ref ITB-clause 9.2)  
 (To be submitted as part of Technical bid)  
 (on Company Letter-head)**

Bidder's Name \_\_\_\_\_  
 [Address and Contact Details]  
 Bidder's Reference No. \_\_\_\_\_ Date.....

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard

Sl. No.	Ref of Tender Document		Subject	Confirmation/ Exception/ reservation	Deviation/	Justification/ Reason
	Section	Clause				

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....  
 (Signature with date)  
 .....  
 (Name and designation)  
 Duly authorized to sign bid for and on behalf of  
 .....  
 .....  
 [name & address of Bidder and seal of company]  
 DA: If any, at the option of the Bidder

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**Form 6: Checklist for Bidders  
(Ref ITB-clause 9.2)  
(To be submitted as part of Technical bid)  
(on Company Letter-head)**

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Note to Bidders: This check-list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.

Sr	Sr Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form 1.- bid Form (to serve as covering letter and declarations applicable for both the Techno-commercial and Financial bid)	
2.	Form 1.1: Bidder Information along with Power of attorney and Registration Certificates etc.	
3	Form 1.2: Eligibility Declarations, along with supporting documents	
3 a	Self-attested copy of Registration certificate for bidders/subcontractors from restricted neighbouring countries	
3 b	Self-attested copy of MSME registration	
3 c	Self-attested copy of Start-up registration/ status	
3 d	Self-attested copy of the certificate of Local Supplier Status for Make in India policy, from auditors/ cost accountant in case of Tenders above Rs 10 Crore	
4	If applicable, Form 1.3: Declaration by Agents/ Associates of Foreign Principals	
4 a	Self-attested copy of Registration certificates etc., of the agent/dealer	
4 b	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign Form 1.3 of Agent Dealer	
5	Form 2: Schedule of Requirements - Compliance	
6.	Form 3: Performance Standards and Quality Assurance - Compliance	
6 a	Form 3.1, 3.2, 3.3, 3.4, and 3.5 to support Form 3	
7	Form 4: Qualification Criteria - Compliance	
7 a	Form 4.1, 4.2, 4.3 to support Form 4	
8	Form 5: Terms and Conditions – Compliance	
9	Form 6: This Checklist	
10	Form 7: Documents relating to Bid Security	
11	If applicable, Form 8: Duly signed Integrity Pact, If stipulated in AITB	
12	Price Schedule (BOQ) Excel Sheet downloaded from the Portal and filled and uploaded	
13	Any other requirements, if stipulated in TIS/ AITB; or if considered relevant by the Bidder	

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**FORM 7 : FORMAT OF BID SECURITY DECLARATION FROM BIDDERS**  
**IN LIEU OF EMD**  
**(for MSE/STRATUP Enterprises)**

*(to be submitted in Bidder's Company Letter Head duly signed and stamped)*

Ref: Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in AIESL for 1 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the AIESL:
  - a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.

- b) Fail or refuse to sign the contract

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification

- a) of cancellation of the entire tender process or rejection of all bids or

- b) of the name of the successful bidder or

- 2) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on ..... day of ..... [insert date of signing]

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

### Form 8: Integrity Pact

**Deleted**

### Guidelines for Indian Agents of Foreign Suppliers

**Deleted**

#### Format 1: Contract Form (Ref ITB-clause 13.2)

To,  
DY GM  
AI Engineering Services Limited

Contract No..... dated.....

To  
Contractor [Write Name]  
Unique GeM Supplier ID:.....  
[Complete address of the contractor]

Subject: -----

Ref: 1. This office' Letter of Award No..... dated .....

2. This office Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services, dated..... and subsequent Amendment No....., dated..... (If any).(Hereinafter referred to as 'the Tender Document')

3. Your Tender No..... dated..... and subsequent communication(s)/ Revised Offer No..... dated ..... (If any), exchanged between you and this office in connection with this tender. (Hereinafter referred to as 'Your Offer')

Dear Sir/ Madam,

Your bid referred above, read with subsequent letters mentioned above, for the Services stipulated in the Schedules annexed herewith, have been accepted. Terms and conditions in this Contract and the documents listed in the clause below shall apply.

2. Terms and conditions in the documents mentioned under Reference no: 1, 2 and 3 above (including General and Special Conditions of Contract) shall also be part of this contract.

Note: The words, expressions, definitions, and abbreviations used in this Contract shall have the same meanings as are respectively assigned to them in the General Condition of Contract of 'the Tender Document'.

(Signature, name and address of AIESL authorized, official)

For and on behalf of.....

Received and accepted this Contract .....

(Signature, name, and address of the contractor's executive duly authorized to sign on behalf of the contractor)

For and on behalf of .....

(Name and address of the contractor)

.....  
(Seal of the contractor)

Place:\_\_\_\_\_

Date

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

### **Format 1.1: Description of Services**

To,  
DY GM  
AI ENGINEERING SERVICES LTD

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Contract No \_\_\_\_\_; Date \_\_\_\_\_

Contractor's Name \_\_\_\_\_

[Address and Contact Details]

[Give detailed descriptions of the Services to be provided, dates for delivery, place of performance, specific tasks to be approved AIESL , etc. This Description of Services is based on Section VI: Schedule of Requirements in the Tender Document and incorporates changes agreed upon during evaluation. It must be noted that this Description of Services takes precedence over the Service Provider's bid, so any changes recommended or requested by the Service Provider do not alter the Services the Service Provider is required to perform unless agreed to during evaluation and incorporated into this Description of Services.]

In the event of any inconsistency between this Description of Services and the 'bid', the priority of interpretation shall be given to this Description of Services.

This format shall cover all details from Sections VI and VII; Forms 2; 3; 3.1; 3.2 of the bids.

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**Format 1.1.1: Personnel Deployment Plan**

To,  
DY GM  
AI ENGINEERING SERVICES LTD

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Contract No \_\_\_\_\_; Date \_\_\_\_\_

Contractor's Name \_\_\_\_\_

[Address and Contact Details]

[List all Personnel and Subcontractors to be deployed in the delivery of the Services, with position, job description and minimum qualifications as per the Schedule of Requirements/bid]

SN	Name	Qualification	License
1-			
2-			
3-			
4-			

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**Format 1.1.2: Equipment Deployment Plan**

To,  
DY GM  
AI ENGINEERING SERVICES LTD

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Contract No \_\_\_\_\_; Date \_\_\_\_\_

Contractor's Name \_\_\_\_\_

[Address and Contact Details]

[List all Equipment to be deployed in the delivery of the Services, as per the Schedule of Requirements/ bid]

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**Format 1.1.3: Materials Deployment Plan**

To,  
DY GM  
AI ENGINEERING SERVICES LTD

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Contract No \_\_\_\_\_; Date \_\_\_\_\_

Contractor's Name \_\_\_\_\_

[Address and Contact Details]

[List all Materials to be deployed in the delivery of the Services, as per the Schedule of Requirements/ bid]

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

### Format 1.2 Price Schedule

#### Price Bid

To

.....  
AI Engineering Services Limited

1.	Name of the Product	
2.	Bidder's Name	
3.	Bidder's Address / City	
4.	Telephone No: -	Mobile No:
5.	Name of Authorized signatory:	
6.	E-mail address	

SN	Item	Description	Qty	Unit	Cost (INR)
					A
1	Truck Mounted boom lift	<ul style="list-style-type: none"> <li>Min working height</li> <li>Comprehensive warranty-one year</li> <li>Complete commissioning (Door to door delivery)</li> <li>Periodic Maintenance for one year (quarterly or as per OEM manual)</li> </ul>	1	Nos	
2	GST on A		<b>G</b>	----%	
Total payable cost with GST (A+G) in number					
Total payable cost with GST (A+G) in word					

#### **Comprehensive AMC (Post-Warranty Period):**

- Bidders shall provide **mandatory rates** for Comprehensive Annual Maintenance Contract (AMC) applicable after the expiry of the warranty period.
- These AMC rates are to be quoted separately and will be considered for information purposes only.
- **Important:** The quoted AMC rates will **not form part of the L-1 (lowest bidder) evaluation criteria.**
- The AMC shall cover all services, spare parts, preventive maintenance, and breakdown support as per the scope defined in this tender.
- The AMC period may be renewed annually at the discretion of the purchaser, based on performance and mutual agreement.

SN	Description	Rates	GST	Total cost with GST
1	Comprehensive AMC for 2 <sup>nd</sup> year			
2	Comprehensive AMC for 3 <sup>rd</sup> year			

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

*A: Bids submitted by any party wherein the administrative charges / Service charges are indicated as "Zero: i.e., wherein no value has been indicated, such bids shall stand rejected out rightly.*

**B. Undertaking:**

1. I have carefully gone through and have understood the General Terms & Conditions, Work scope of the Tender and agree to accept the same.
2. The Price bid shall be valid for 120 days from the date of opening of Technical Bid Part A.
3. I hereby confirm that I am authorized to sign the Tender document.
4. Unit rate will prevail, if any discrepancy found in bidding format.
5. All the pages of the Price Bid have been signed.
6. I hereby certified that the above quoted rate follows all the statutory provisions and rules as applicable. The above rate is inclusive of GST or any other tax payable to the Government/concerned authority.
7. Where there is a difference between the words and figures expressed, the amount in words shall be considered.

Date: \_\_\_\_\_  
Place: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Company seal \_\_\_\_\_

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**Format 1.3: Bank Guarantee Format for Performance Security**  
**(PBG/SD format), (Ref ITB-clause 13.2.4 and GCC-clause 5.8)**

To  
Dy. Gen. Manager - PPMM  
AI Engineering Services Ltd

Tender No

Tender Subject: **Tender for appointment of a service provider for \_\_\_\_\_**

WHEREAS (Name and address of the bidder) \_\_\_\_\_ (Hereinafter called “the service provider”) has undertaken, in pursuance of contract no.....dated .....to supply (description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the service provider 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 service provider such a bank guarantee.

NOW THEREFORE, we.....Bank, hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, 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 service provider 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 service provider 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 service provider 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 ..... 2025.

(Signature of the authorized officer of the Bank)

Name and designation of the officer’s name &  
address of the Bank Branch  
.....

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**Format 1.4: No Claim Certificate  
(Refer GCC-Clause 11.6.6)  
(On company Letter-head)**

Contractor's Name \_\_\_\_\_  
[Address and Contact Details]  
Contractor's Reference No. \_\_\_\_\_ Date.....

To

Dy. Gen. Manager - PPMM  
AI Engineering Services Ltd

No Claim Certificate

Sub: Contract Agreement no. ----- dated -----for the supply of -----

We have received the sum of Rs. (Rupees \_\_\_\_\_only) as final settlement due to us for the supply of under the abovementioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the AIESL , under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

Signatures of contractor or  
officer authorised to sign the contract documents.  
on behalf of the contractor  
(company Seal)  
Date:  
Place

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**Format 2: Authorization for Attending Pre-bid Conference**

To

Dy. Gen. Manager - PPMM  
AI Engineering Services Ltd

Subject: Authorization for attending pre-bid Meeting.

Tender Ref No

Subject: Authorization for attending Pre-bid Conference on \_\_\_\_\_

Dear Sir,

The following person(s) are hereby authorized to attend the Pre-Bid Conference for the Tender mentioned above on behalf of

Sr. No	Name	E-mail ID	Contact No	Signature
1.				
2.				

Authorized Signatory

Name of the Signatory \_\_\_\_\_

Designation of the Signatory \_\_\_\_\_

Seal of the Company

Note:

1. Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-bid opening. An alternate representative shall be permitted when regular representatives are not able to attend.
2. Permission to enter the hall where the pre-bid conference is conducted may be refused if authorization as prescribed above is not submitted.

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**FORMAT 3 (Deleted)**

**LETTER OF AUTHORIZATION FOR SITE VISIT**

(to be submitted in Bidder's Company Letter Head duly signed and stamped)

To

~~Dy. Gen. Manager – PPMM  
AI Engineering Services Ltd~~

~~Subject: Authorization for Site Visit.~~

~~Tender No~~

~~Tender Subject : Tender for appointment of a service provider for \_\_\_\_\_~~

~~Dear sir,~~

~~The following person(s) are hereby authorized to visit site for the Tender mentioned above on our behalf.~~

Sr. No	Name	E-mail ID	Contact No.	Signature
1.				
2.				

~~Authorized Signatory~~

~~Name of the Signatory \_\_\_\_\_~~

~~Designation of the Signatory \_\_\_\_\_~~

~~Seal of the Company~~

~~Place: \_\_\_\_\_~~

~~Date : \_\_\_\_\_~~

~~Note:~~

- ~~a. Permission for entry to the site, may be refused in case authorization as prescribed above is not received.~~
- ~~b. The authorized representatives must carry a valid photo identity (company id/aadhar card)~~

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**FORMAT 4**

**UNDERTAKING FOR SECURITY DEPOSIT**

*(to be submitted in Bidder's Company Letter Head duly signed and stamped)*

To

Dy. Gen. Manager - PPMM  
AI Engineering Services Ltd

Tender No

Tender Subject: **Tender for appointment of a service provider for \_\_\_\_\_**

I/We, the undersigned declare that:

“After qualifying for the subject Contract, we agree to deposit 5% (Five percent) of the total value of the Contract towards an interest-free security deposit within two weeks of receipt of the LoA/Contract.”

The Security Deposit will be paid by way of Bank Guarantee (BG), Demand Draft, Banker's Cheque or transfer to AIESL account (ECS) in favor of AI Engineering services Limited(AIESL), payable at Delhi. The validity of the SD / BG would be till 60 days after the scheduled completion of all obligations under the Purchase Order/ Contract.

Authorized Signatory

Name of Signatory \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

Seal of Company

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

FORMAT 5

(To be printed on bidder's company letter head and submitted along with Technical Bid)

To

Dy. Gen. Manager - PPMM  
AI Engineering Services Ltd

Tender No

Tender Subject : **Tender for appointment of a service provider for \_\_\_\_\_**

ACCEPTANCE OF TERMS AND CONDITIONS

**Dear Sir,**

1. I/We have carefully gone through and have understood and hereby agree to unconditionally abide by all the terms and conditions, required work scope/service details and specifications governing the Tender.
2. I/we hereby confirm that I/we are authorized to sign Bid documents and the information given in the Tender is true and correct to the best of my/our knowledge and belief and nothing material is concealed.
3. It is confirmed that the registrations and licenses under all the applicable local and central taxes and laws and to be specified separately under each applicable tax/law/act (i.e., GST/ Income Tax Act, PF, ESI etc.) shall be produced for verification/checking of AIESL or to third party authorized by AIESL / Law abiding agencies of Govt. of India.
4. Rates quoted by us in the Price Bid Format will remain firm for a period of 120 days from the date of opening of the Technical Bid.
5. We confirm that the prices/ rates and taxes as quoted by us in the Price Bid are final and no additional Cost shall be applicable to AIESL . We also confirm that there is no hidden cost to AIESL over and above those indicated in the Price Bid format.
6. In case AIESL decides to place contract on us, we agree to maintain our quoted rates firm till completion of the Contract.
7. We confirm that the benefit of reduction in Statutory Taxes/Levies, if any arising during the Contract Period, if awarded in our favor would be passed on to AIESL wherever applicable.
8. I/we confirm that I/we do not have any relative who is an employee of AIESL or its subsidiaries and is likely to benefit us during the Award/implementation of the Contract.
9. I/we also indemnify that any subsequent detection of direct or indirect beneficiary of any application/award of any contract to any employee of the organization may result in disqualification/termination. AIESL will have the sole discretion to do so, and such cases cannot be referred for arbitration.
10. All the Pages of tender documents are duly stamped and signed.

Authorized Signatory

Name of Signatory \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**FORMAT 6**

**Undertaking Regarding Non-Blacklisting**

**(To be submitted on the bidder's letterhead)**

To

Dy. Gen. Manager - PPMM  
AI Engineering Services Ltd

Sir/Madam,

In response to your Tender No. **[insert tender number]** dated **[insert date]** for **[name of work/supply/service]**, we, **[name of the bidder/firm/company]**, having our registered office at **[address]**, do hereby solemnly affirm and declare that:

1. We have **not been blacklisted, debarred, suspended, or banned** by any **Central Government / State Government / Public Sector Undertaking / Autonomous Body / or any other Government Authority** in India or abroad for participating in any tender or for any other reason.
2. We further declare that no criminal case or vigilance inquiry is pending against our firm or any of its directors/partners/proprietor that could disqualify us from participation in this tender.
3. We understand that if any information furnished by us is found to be false or misleading at any stage, our bid may be rejected, and we shall be liable for any action as deemed fit by the tendering authority, including **termination of contract and forfeiture of performance security**.

We hereby declare that the information provided above is true and correct to the best of our knowledge and belief.

**Authorized Signatory:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**FORMAT 7**

**Undertaking for Acceptance of Warranty Period  
(On Bidder's Letterhead)**

**Date: //** \_\_\_\_\_

To

DY GM

AI Engineering Services Limited

**Subject:** Undertaking for Acceptance of Warranty as per clause no .....

Sir/Madam,

In response to your Tender No. **[Tender No.]** dated **[Date]** for **[Name of Work / Supply / Equipment / Service]**, we, **[Name of Bidder / Firm]**, having our registered office at **[Full Address]**, hereby undertake the following:

1. We hereby **accept and confirm** that all goods/equipment/materials supplied under this tender shall be covered under a **comprehensive warranty for a period of as specified in warranty clause no ....** from the date of successful installation, commissioning, and acceptance by the buyer.
2. During the warranty period, we shall, at our own cost, repair, replace, or rectify any defects or deficiencies arising from faulty materials, workmanship, or design, within the time specified by the buyer.
3. We further undertake to ensure **uninterrupted performance and service support** for the equipment/system during the warranty period, without any additional cost to the buyer.
4. We fully understand that failure to provide warranty support as per the above undertaking shall make us liable for action under the tender terms and conditions, including forfeiture of performance security or other penalties as applicable.

We hereby declare that we have read and understood all tender conditions related to warranty and accept them without deviation.

**Authorized Signatory**  
(Signature with seal)

**Name:** \_\_\_\_\_

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**FORMAT 8**

**OEM Authorization Certificate  
(On Bidder's Letterhead)  
(To be submitted as part of Technical bid)**

OEM's Name \_\_\_\_\_

[Address and Contact Details]

OEM's Reference No. \_\_\_\_\_

Date.....

To

Dy. Gen. Manager - PPMM  
AI Engineering Services Limited

Dear Sirs,

Ref. Your Tender Document No. Tend No

- 1) We, -----, are proven and reputable manufacturers of the Tendered Goods. We have factories at----- . We hereby authorise Messrs----- (name and address of the authorised dealer) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is ....., dated/ since.....
- 2) We further confirm that no Contractor or firm or individual other than Messrs..... (name and address of the above-authorized dealer) is authorized for this purpose.
- 3) As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/Services offered for supply by the above firm against this Tender Document.
- 4) Our details are as under:
  - a) Name of the Company:.....
  - b) Complete Postal Address: .....
  - c) Pin code/ ZIP code: .....
  - d) Telephone nos. (with country/ area codes): .....
  - e) Fax No.: (with country/ area codes): .....
  - f) Mobile Nos.: (with country/ area codes): .....
  - g) Contact persons/ Designation: .....
  - h) Email IDs: .....
- 5) We enclose herewith, as appropriate, our ----- (Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/Board Resolution)

Yours faithfully,

.....  
[signature with date, name, and designation]  
for and on behalf of Messrs.....  
[name & address of the OEM and seal of company]  
DA: As above

Tender No./ 109;  
Tender Title: Supply of truck mounted boom lift, 26-meter height

**FORMAT 9**

**UNDERTAKING FOR PAYMENT TO BE MADE AGAINST DUPLICATE**

**To**

**The DGM (Engg.-PPMM), AIESL**

.....

.....

**Subject: Undertaking for payment against duplicate challan/ invoice**

Purchase Order No.

Purchase Order Date:

Invoice No.

Invoice Date:

Challan No.

Challan Date:

This is to state that this is a duplicate invoice / challan and no payment has been received by us against the above-mentioned PO. However, if it is later found that payment has been received, the same would be refunded to AIESL .

**Authorised Signatory**

**(with Stamp)**