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



AIESL/MMD/GeM/Aircraft Tow Tractor/01

DATE: 07.02.2025

Name of Work: <u>Supply of One Number of Aircraft Tow Tractor at Old Airport Premises of AIESL at Kalina, Santacruz (East), Mumbai.</u>

GeM Bid No. GEM/2025/B/5922583, date-07.02.2025

A. Submission of Tender / Bid End Date: 03.03.2025 / Time: 12:00 hrs.

B. Date / Time of Technical Bid Opening: 03.03.2025 / Time: 12:30 hrs.

C: Bid Offer Validity: 120 Days

C. Estimated Cost: Rs. 5,00,000,00/-

D: Earnest Money Deposit: Rs. 2,00,000/-

Signature

Sunil Shende Dy. G. M, PPMM.

Note:- Interested parties must visit GeM site for details.





Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/5922583 Dated/दिनांक : 07-02-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-03-2025 12:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	03-03-2025 12:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Civil Aviation	
Department Name/विभाग का नाम	Ai Engineering Services Limited	
Organisation Name/संगठन का नाम	Ai Engineering Services Limited	
Office Name/कार्यालय का नाम	Ai Engineering Services Limited	
क्रेता ईमेल/Buyer Email	ashish.swain@aiesl.in	
Total Quantity/कुल मात्रा	1	
ltem Category/मद केटेगरी	Aircraft Tow Tractor	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Aircraft Tow Tractor	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Electric Tractor, Tractors (V1), Tractor Operated Reaper, Universal tractor oils, Tractor Operated Disc Plough, Drip - Leg Drain, Tractor Operated Boom Sprayer, Tractor Trailer Mounted Suction Machine as per IS 13496, Tractor Operated HTP Sprayer, Tractor Trailer Mounted Suction Cum Jetting Machine as per IS 13496, IS 8213, IS 11387	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Electric Tractor Tractors (V1)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	250 Lakh (s)	
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	250 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	

Bid Details/बिड विवरण		
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Past Performance, Bidder Turnover, OEM Authorization Certificate, OEM Annual Turnover, Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No	
Past Performance/विगत प्रदर्शन	80 %	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Financial Document Required/वितीय दस्तावेज की आवश्यकता है।	Yes	
Arbitration Clause	No	
Mediation Clause	No	

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	HDFC Bank
EMD Amount/ईएमडी राशि	200000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	HDFC Bank	
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00	

Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	2
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- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी:

CPSF

AI ENGINEERING SERVICES LIMITED, KALINA, SANTACRUZ (EAST), MUMBAI-400029 (Ai Engineering Services Limited)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- 5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a

certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

- 6. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
- OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
- 7. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता:

Bill of Quantity - <u>1738911679.xlsx</u>

Aircraft Tow Tractor (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अईता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज	<u>Download</u>
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Apoorva Chandrakant Chitari	400029,AIESL, Old Airport, Santa Cruz (E)	1	30

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Technical Specification <u>View</u>	Technical Specification of Aircraft Tow Tractor	Aircraft Tow Tractor(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 % of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity \div Original quantity) \times Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and

resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

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



Ref No-AIESL/MMD/GeM/Aircraft Tow Tractor/01

DATE: 16.01.2025

COVERING LETTER

Subject: Tender for Supply of one Number of Aircraft Tow Tractor at Old Airport Premises of AIESL at Kalina, Santacruz (East), Mumbai.

- **1.0** AI Engineering Services Limited (AIESL), Old Airport, Santacruz (E) invites on line bids through GeM portal from manufacturers / authorized distributers / dealers of OEM (Original Equipment Manufacturer) for the Supply of 1 Number of Aircraft Tow Tractor.
 - a) Description: Supply of One Number of Aircraft Tow Tractor at Old airport (OAP), Kalina, Santacruz (East), Mumbai.
 - b) Tendered Quantity: 01 Nos.
 - c) Total approximate Value of the contract: INR 5 Cores only (Taxes/Duties Extra).
 - e) Delivery Location: BMD, AIESL, OAP, Santacruz (East), Mumbai 400 029.
 - f) Earnest Money Deposit of Rs. 2,00,000/- (Two Lac only) must be submitted by means of Cheque/DD/NEFT in favour of AI ENGINEERING SERVICES LIMITED, Account No. 00600310007523, IFSC Code HDFC 0000060) payable at Mumbai. EMD will not carry any interest and will be adjusted against security deposit.

DISCLAIMER

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

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



Ref No-AIESL/MMD/GeM/Aircraft Tow Tractor/01

relating to its proposals. All such costs and expenses shall remain with the bidder and AIESL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation for submission of the proposal, regardless of the conduct or outcome of the bid selection process as contained herein.

2.0 General Terms and Conditions

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

3.0 Standard Terms & Conditions:

- 4.1 AIESL reserves the right to close the tender / reject any / all offers at any stage of tender at its sole discretion.
- 4.2 AIESL reserves the right not to consider the bid of any Bidder, blacklist the Bidder for 3 (three) years, if it is determined / noticed at any stage during the tendering process or after release of Contract that the said Bidder has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive practice in order to bid / obtain the Contract. This will also have an impact on other Contracts / POs, the Bidder may have with AIESL where AIESL reserves the right to take appropriate action as deemed fit.
- 4.3 AIESL reserves the right to reject / not consider at its sole discretion the bids of such bidders who have been involved in any litigation with AIESL in the last 5 years and / or are at present involved in any ongoing litigation or arbitration proceedings against AIESL. Further, those bidders who have records of poor performance during the last 3 (three) years, as on the date of submission of the bid, such as abandoning the work, rescinding of the contract for which the reasons are attributable to the non-performance of the Bidder or its constituents, inordinate delays in completion and/or have a consistent history of litigation / arbitration awarded against the Bidder or any of its constituents or financial failure due to bankruptcy etc. are liable to be disqualified.
- 4.4 AIESL reserves the right to reject / not consider at its sole discretion the bids of such bidders have been blacklisted / debarred by any PSU, government bodies in India.

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



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4.5 Bidders are required to declare if they have any ongoing legal disputes with any government agencies such as Income Tax, EOW etc. Suppression / Misrepresentation of such facts whenever it comes to light would invite disqualification and AIESL reserves the right to take appropriate action as deemed fit including discontinuing business dealings with the party.

5.0 Specific Terms & Conditions: - Scope of work, Insurance & warranty

- 5.1 **Insurance & other obligations**: Equipment (Including Insurance & Other Obligations) is the sole responsibility of the successful tenderer until successfully accepted by AIESL.
- 5.2 Standard Warranty from the date of commissioning against all materials/ workmanship defects for the unit as well as for the bought-out items.
- 5.3 For any warranty related issue, the Tenderer should respond within 24 Hours. Any un-serviceable Equipment beyond 20 days, in a year due to Bidders response shall attract a penalty of 0.5% per week of submitted SD/PBG. Depleted amount with regard to SD/PBG need to be topped up with in fifteen days by the tenderer.
- 5.4 Standard Warranty should include free servicing and comprehensive parts coverage at premises where the equipment is positioned.
- 5.5 Post warranty requirement Bidder should give an undertaking that they will provide spares support for at least 15 years, from the date of supply of units to AIESL.
- 5.6 Documents Along with the units, 4 bound manuals with details of specifications, wiring diagram, trouble shooting. preventive maintenance check sheet & schedule, list of recommended spares with part number etc. Shall be supplied.
- 5.7 POINT OF CONTACT: Single point contact to be provided by the bidder along with email ID and telephone number of the contact person for any clarification during tender process.

6.0 TENDER PROCEDURE

- 6.1 This tender is strictly a **Two Bid Tender** i.e. Technical Bid and Price Bid. **Both the bids are to be submitted through GeM portal. No other mode of submission will be acceptable.**
- 6.2 The close / due date for submission of bids may be extended at any time, including after the scheduled date of closing, at the sole discretion of AIESL.
- 6.3 Amendments or extension of the close / due date, if any, to this tender will be informed via GeM portal
- 6.4 In their own interest, bidders are advised to submit bids, well before the close date / time of tender in order to avoid any last moment glitches. AIESL may not entertain any request for extension of close date and time and reserves the right to accept or reject any such request at its sole discretion.
- 6.5 The bidder or their authorized representatives (maximum two) would only be permitted to attend the prebid meeting, if any.

• Submission of BIDS:

1. Technical Bid:

- Bidders are advised to study carefully, the Terms & conditions as given in this tender document and submit their **technical bid** accordingly.
- Bidders are required to download all the documents. Wherever applicable the documents are to be duly filled-in with the required details. The filled-in documents along with supporting documents, if any, need to be uploaded on GeM portal for technical evaluation purpose. Uploading of required Documents is mandatory. The documents should not mention any rates / prices. else bidder will be disqualified during technical evaluation.

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- Bidders are required to give their acceptance of the terms and conditions as per Documents. Any deviation from the terms and conditions, must be clearly spelt out in the Technical Bid.
- Any other deviation in the specifications or tender's terms and conditions must be communicated to the concerned buyer / user for acceptance of the same, prior to submission of the bid depending on the merit of the case. AIESL reserves the right to accept or reject the deviation. In case, the deviation is accepted, the tender document will be amended accordingly. The bidder should submit their bid in line with the tender document only or else the same would be liable for rejection.
- AIESL reserves the right to change this date of opening at its own discretion.
- All the supporting documents, as specified in the tender document that are required for compliance of bid must be submitted with the technical bid.
- AIESL reserves the right to call for the original copies of the attached / submitted documents in the technical bid for verification purpose during the evaluation stage. The Technical Bids would be evaluated for compliance in accordance with the tender document. The User Department of AIESL reserves the right at its sole discretion to seek clarification for shortcomings in information/documents from the bidders as deemed necessary for the purpose of evaluation of the bids.
- For any clarification, please contact the following official.
- 1) Sunil Shende, DGM, MMD, AIESL, email: sd.shende@aiesl.in.
- 2) Mr. Deepak Kumar Kalawania, Deputy Engineer-SS, <u>deepak.kalwania@aiesl.in</u>, The Price Bids of only those bidders who are technically qualified would be considered for the next stage.

• Price Bid:

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

• Validity of Quotation, Prices, Govt. Taxes / GST

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

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• QUANTITY, LEAD TIME & DELIVERY SCHEDULE:

- 1. AI Engineering Services Limited has the right to reduce / increase the quantity of equipment/item without any increase in unit price. During the course of tender and warranty / extended warranty period, based on the future requirement the unit location may change.
- 2. The successful tenderer shall at its own cost and expense supply the Equipment and perform the Installation work:
 - 1) in accordance with the Specifications;
 - 2) in accordance with the Delivery Schedule;
 - 3) in accordance with the best industry practice, diligently, efficiently, in a timely manner with reasonable care and skill to be expected of a reputable supplier experienced in the type of work to be carried out under the tender.
- 3. The successful tenderer shall provide AIESL with a List of Spare Parts/Components required for monthly, half-yearly and yearly preventive maintenance and recommend spare parts/components price list as well as its local agents in India.
- 4. Supply of the equipment will be done at AI Engineering Services Limited, Old Airport, Santacruz (E), Mumbai 400029.
- 5. **Documentation**: All relevant documents required for supplying / shipping the item should accompany the supplies.
- 6. Lead Time if any, with reference to the Delivery Schedule as specified in the tender document is to be adhered to, by the bidders.
- 7. The unit to be delivered within or up to 10 weeks from the date of receipt of PO. Any minor / nominal changes will have to be agreed to. In case of any major deviation, the same will be rescheduled on mutually agreed terms.
- 8. Delivery Location: AI Engineering Services Limited, Old Airport, Kalina, Santacruz(E), Mumbai-400029.

• <u>AMENDMENTS / EXTENSIONS</u>:

- 1. AIESL reserves the right to, amend any part / terms and conditions of the tender / extend the due date at its sole discretion.
- 2. Amendments and clarifications, if any, to this tender will be hosted on the GeM Portal & NIT will be published on website of AI ENGINEERING SERVICES LIMITED. AIESL will not intimate the tenderers individually of the same. The tenderers are, therefore, advised to visit GeM portal / AIESL website regularly till the date of closing of the tender. The last amendment, if any, will be hosted a minimum of seven days before the closing date of the tender. For tender clarifications please contact.
 - 1. Sunil Shende, DGM, MMD, AIESL, email: sd.shende@aiesl.in.
 - 2. **Mr. Deepak Kumar Kalawania**, Deputy Engineer-SS, <u>deepak.kalwania@aiesl.in</u>, Ph: 022 26263725
- 3. Amendments, corrigendum, if any, and any extensions of the due date of opening of the Bids, as per the requirements of AIESL, will be uploaded in GeM.
- **REJECTION OF BIDS**: The submitted Bid will be rejected on the following grounds:
- 1. Tenders received without required information and relevant documents as per the eligibility criteria, are liable to be rejected. However, AIESL reserves the right at its sole discretion to seek whatever information, documents etc. from the bidders as it may consider necessary for the purpose of the technical evaluation.

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- 2. In case of any variation, in the documents / data declaration submitted by the Bidder in support of the Technical Bid with the original documents, the Bids of such Bidder would be out-rightly rejected and would be disqualified during Technical Bid evaluation of Tender.
- 3. Conditional Bids are liable for rejection. Decision of AIESL in such case shall be final and binding.
- Benefits / Preference for Micro & Small Enterprises (MSEs): As per GeM policies.

4.0 Earnest Money Deposit (EMD)/Bid Security:

Earnest Money Deposit of Rs. 2,00,000/- (Two Lakh only) must be submitted by means of Cheque/DD/NEFT in favour of AI ENGINEERING SERVICES LIMITED, Account No. – 00600310007523, IFSC Code – HDFC 0000060) payable at Mumbai.

Exemption of EMD:

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

- Micro and Small Enterprises whose credentials are validated online through Udyog AAdhaar.
- Startups as recognized by Department of Industrial Policy and Promotion (DIPP).
- Sellers who have got their credentials verified through the process of Vendor assessment by vendor Assessment Agencies for the particular product for which e-Bid/RA has been invited.
- > OEMs having annual turnover of Rs. 500 Cores and above and having profit in last three years out of five years.
- MSEs/MII units registered with the NSIC under its single point registration Scheme/Public Sector Registered with Udyog Aadhar Memorandum(UAM).

5.0 Security Deposit / Performance Bank Guarantee:

- 5.1 The Bidder/s who qualifies for award of Contract will have to deposit with AIESL 5 % (Five percent) of the total value of the Contract, as Security Deposit (SD) within 2 weeks of receipt of the Contract. This SD will be free of interest. In case, the SD is not deposited in time, the bills shall not be processed for payment till the SD is paid.
- 5.2 The Applicable Security Deposit / Performance Bank Guarantee must be submitted by means of Cheque/DD/NEFT in favour of AI ENGINEERING SERVICES LIMITED, Account No. 00600310007523, IFSC Code HDFC 0000060), payable at MUMBAI.
- 5.3 The SD is applicable to all bidders including MSME's.
- 5.4 In case of submission of Security Deposit/Performance guarantee is to be paid by way of Account Payee Demand Draft, banker's Cheque, ECS, Bank Guarantee issued from any Commercial Bank, Fixed Deposit Receipt from any Commercial Bank for an equivalent amount in favour of AI Engineering Services Limited and payable at Mumbai.
- 5.5 It may please be noted that the original BG has to be forwarded by the Bank directly to AIESL through registered AD as per the detailed procedure which will be advised to the successful bidder. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the successful bidder/s.
- 5.6 In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / bank guarantee be invoked.
- 5.7 The Security Deposit / Bank Guarantee will be refunded / returned without interest within 60 days of successful completion of services against the Contract after adjusting for penalties, if any, that may be imposed under the terms of the Contract.

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5.8 Validity of the BG would be for an additional period of 60 days after the scheduled completion of all obligations under the Contract.

6.0 EVALUATION CRITERIA:

1. Technical Bids:

• The Technical Bids would be first evaluated for compliance. AIESL reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder as it may consider necessary for the purpose of evaluation of the bids.

1. Price Bids:

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

7.0 Inspection Clause:

- 2. <u>Inspection of bidders' facilities at the time of evaluation of the Technical Bids:</u> AIESL reserves the right to inspect at its cost the production facility / facilities of the bidders in order to assess their infrastructure and capability to produce and deliver in accordance with the delivery schedule as indicated in this tender. The decision of AIESL in such case shall be final and binding.
- 3. <u>Inspection of the facility of the bidder who has been awarded the Contract / Purchase Order:</u> AIESL further reserves the right to inspect the production facility of the bidder, who has been awarded the Contract / Purchase Order, in order to confirm consistency of quality of the items as produced for AIESL.
- 4. Pre-Delivery Inspection: will be carried out by AIESL representatives at manufacturer's premises. Local facilities for inspection and testing of equipment are to be arranged by manufacturer. Inspection, testing as per manufacturers specification including full load test & tests to ensure that the units meet all technical parameters shall be carried out at manufacturers works before dispatch of unit.
- 5. Quality inspection and Rejection after release of contract / Purchase Order: Every supply should be accompanied with a Quality Assurance Certificate (QAC) indicating that the goods so supplied are in conformity with the specifications given in the Purchase Order Supplies not meeting the specification / parameter / quality and or deficient in any other respect would also be liable for rejection at the time of inspection. If supplies are found to be defective, short supply or not conforming to the specifications / requirements, it may result in rejection without any liability on AIESL and necessary rectification will have to be made IMMEDIATELY and FREE OF COST in order to sustain the operations of AIESL. Penalty would be applicable as stated in Penalty Clause.
- 6. Tags: Successful bidder/s should affix non removable tags bearing our tag numbers on the equipment as property of "AIESL", serial No, P.O. number and date.

8.0 Other Terms & Conditions:

7. Force Majeure:

• The Bidder / Successful Bidder /AIESL (herein referred to as Party / Parties) shall not be liable for, nor be in default by reason of any failure or delay in discharge of its obligations under this Tender / Contract, where such failure or delay is caused by any act, including but not limited to any act of God, action or inaction of government authorities, fire, flood, gales, storm, lightning, earthquake, explosions or other catastrophes, accidents, weather, power failure or shortage of power, riot, war (declared or undeclared), warlike operations, act of terrorism, boycott, embargo, rebellions, sabotage, epidemics,

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quarantines, lock out, restrictions on travel based on travel advisories of any governmental entity, unavailability of the usual means of transportation, hostilities, revolution, civil commotion or public disorder or any other cause beyond its control.

- The Party encountering and affected by such causes and event shall inform the other in writing immediately of such an occurrence event and shall use its best reasonable efforts to minimize the economic and other effects and rectify as soon as possible any harm or delay created thereby shall reasonably allocate its available resources, giving priority to their obligations under this Contract.
- For the avoidance of any doubt it is clarified that, payment obligations of AIESL shall be excused due to an event of Force Majeure.
- 8. **Interpretation:** In the event of any difference in the interpretation of any of the clauses of the Contract / Purchase Order / Agreement and / or the Tender documents, the clarification given by General Manager (SS), AIESL shall be final and binding.
- 9. **Arbitration:** Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be resolved amicably by mutual consultation. If an amicable settlement is not forthcoming and dispute is not resolved within 21 (Twenty-One) days, from the date when mutual consultation started, recourse may be taken to settlement of disputes through arbitration as per the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties.
- 10. **Jurisdiction:** Any dispute, whatsoever, shall be subjected to the jurisdiction of the courts of Mumbai only.

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

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

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

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Payment Terms:

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

Date: Place:

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

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DATE: 16.01.2025

PRE-QUALIFICATION CRITERIA - COMPLIANCE STATEMENT

Bidders who fulfil the following eligibility criteria, requirements, and submit documentary proof thereof along with the Technical Bid, will only be eligible for evaluation of the technical bids. Bidders are required to indicate the compliance status for each of eligibility criteria by stating Yes or No. The documentary evidences as required be attached with this Annexure duly page numbered in sequence of the criteria. "NO" to any one of the criteria will result in disqualification of the bid as these are mandatory eligibility criteria.

Sr. No.	Eligibility Criteria	Compliance (Yes / No)	Remarks
1	Whether Bidder is a Proprietorship/Partnership Firm, LLP Etc./Company registered in India under the Indian Companies ACT 1956 OR Indian Companies Act 2013 for last 3 years as on 31st March'24.		
2	Past Experience of Similar Contract: The Bidder should have regularly for at least three years ending on 31 st March 2024 manufactured or supplied the Aircraft Tow Tractor same or higher specifications. Supporting document in form of purchase order or commissioning report along with performance certificate to be submitted.		
3	Performance Capabilities: The bidder should have manufactured or supplied at least one of the product in at least one of the five years ending on 01.01.2025 and the product should be successful operation for least two years as on 01.01.2025.		
4	EMD to be submitted along with Technical Bid.		
5	Financial Strength: a). Average Annual turnover of related services during the last three years, ending on 31 st March'24, should be Rs. 2.5 Cr or above (or equivalent in foreign currency) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by Charted Accountant/Cost Accountant in India or equivalent in relevant countries. b). The net worth of the bidder firm (manufacturer or principal of authorised representative): i. should not be negative on 31.03.2024. ii. Should have not eroded by more than 30% (Thirty percent) in the last three years, ending on 31.03.2024.		





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6	Possession of PAN number is a must at the time of application of the tender. Self-attested copy of PAN Number should be enclosed. Additionally, self-attested copy of Income Tax Return of preceding 02 Financial years should also be enclosed.	
7	The bidder must possess GST Registration Number at the time of application of the tender. Self-attested copy of GST Reg. Number should be enclosed. In case, the bidder does not possess the GST Registration Number, they need to give an undertaking that they will apply for and obtain the GST Registration Number, if the subject contract is placed on them by AIESL.	
8	Bidder should have not been black listed by any of Governments Authority or public Sector Undertaking (PSUs) in the last three years.	
9	Besides the above eligibility criteria, a team of AIESL Officials may also visit the Factory premises / production facility of the bidder to assess their infrastructure and capability as per AIESL's request.	

Compliance Statement

Sr No.	Material	Required Specification	Whether complied to the required specification YES/NO	Write brand of items to be supplied.
1	Aircraft Tow Tractor	As per bid document		

Date: Place:

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

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Technical Specification

Aircraft tow bar tractor must have gross weight of atleast 45 metric tons, with Drawbarpull of atleast 330 kN.

Equipment must be designed to perform push back and towing operations on Code-C (B 737/A318/319) and Code E-(B-777/787/747) with following broad specifications.

- 6-cylinder Diesel Engine at-least 200kW at 2300 rpm.
- 6 speed forward and 3 speed reverse automatic transmission,
- Outside turning radius of the tow tractor should not be more than 7000 mm,
- Hydraulic operated brakes and steering system,
- Fully Hydraulic disc brakes,
- 4-wheel steer co-ordinated + crab steering.
- Front and rear 1 level at suitable height, pin diameter 70 mm (2.75"), Mirror on rear hitch, working light on rear hitch,
- Leaf spring suspension.
- 24V Electrical system.

Detailed technical specification of respective model to be submitted by OEM, which will be evaluated by AIESL to conform suitability of towing Aircraft specified above.

Date:	
Place:	

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





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SERVICE LEVEL AGREEMENT

BIDDER'S DETAILS

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

(*) – if Yes, please provide details.

Date:

Place

Signature:

Name & Designation:

Company Name &Seal:

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Penalty Clause:

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

Termination and Exit Clause:

➤ In case of unsatisfactory performance or breach of any of the clauses of this contract, AIESL would issue a notice of 30 days to the party to rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate this agreement by providing 30 days written notice to the party. The party shall not have any right to dispute or question the judgment of AIESL of the unsatisfactory performance of the party.

Notwithstanding the above, AIESL shall also be at liberty to terminate this agreement for any reason including change in situation/circumstances, etc. by providing the party with 90 days written notice. The party shall also be at liberty to terminate this contract by providing AIESL with 90 days written notice. In such an event, the terminating party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.

Date: Place:

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

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