

**AI ENGINEERING SERVICES LIMITED**

Northern Region – Production Planning Material Management - WB  
EMF BUILDING, IGI AIRPORT, T3, NEW DELHI – 110037



**Ref No: AIESL/GROUP-B/EV Cars/01**

**Date: 03.06.2025**

**COVERING LETTER**

**Subject: Tender for Procurement for EV – “Tata Nexon Creative 45”, Qty 6, for AI Engineering Services Limited at IGI Airport T3.**

**1.0** AI Engineering Services Limited (AIESL), Northern Region - WB invites online bids through GeM portal from Manufacturer / authorized distributors / dealers OEM (Original Equipment Manufacturer) for supply of “Tata Nexon. EV Creative 45”, Qty 06.

- a) **Description:** Supply of Qty 06, “Tata Nexon EV Creative 45” at AI Engineering Services Ltd (AIESL), Group B, EMF Building, IGI Airport T3, Delhi.
- b) **Tender Quantity:** 06
- c) Total approximate Value of the contract: INR 81,84,150/- (Eighty-one Lakhs Eighty-four Thousand one hundred and fifty) Delivery Location: AIESL – EMF Building, IGI Airport, T3, New Delhi – 110037.

**Disclaimer**

- The information contained in this tender document or / and any information pertaining to the aforesaid subject matter provided subsequently to the applicants / bidders in any form by AIESL, shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AIESL, prior to award of the Tender.
- The purpose of this tender document is to provide all bidders with the information that may be useful to them in the formulation of their proposals / bids in response to this tender document. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AIESL, do not purport to contain all / exhaustive information on the aforesaid subject matter that each applicant may require for the purposes of submitting their bids.
- The assumptions, assessments, statements and information contained in this tender document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this tender document and shall obtain independent advice from appropriate sources at no cost to AIESL.
- The information provided in this tender document to the applicants is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
- AIESL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- AIESL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance by any applicant / bidder upon the statements contained in this tender document.

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- AIESL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender document, from time to time till close date of tender.
- The tender document does not imply that AIESL is bound to select a bidder or to appoint the selected bidder, as the case may be, and AIESL, reserves the right to reject all or any of the proposals without assigning any reason whatsoever at any time. The bidder shall bear any and all its costs associated with or relating to the preparation & submission of its proposal / bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIESL or any other costs incurred in connection with or relating to its proposals. All such costs and expenses shall remain with the bidder and AIESL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation for submission of the proposal, regardless of the conduct or outcome of the bid selection process as contained herein

### 2. General Terms and Conditions

- 2.0 'AIESL' as used in the Tender document means 'AI Engineering Services Limited'.
- 2.1 "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.
- 2.2 "Tenderer" or Seller" or "Bidder" means as used in the Tender document, is one who has submitted the bid 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.
- 2.3 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. Standard Terms and Conditions

- 3.1 AIESL reserves the right to close the tender / reject any / all offers at any stage of tender at its sole discretion.
- 3.2 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

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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.

3.3 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 3 years and / or are at present involved in any ongoing litigation or arbitration proceedings against AIESL. Further, those bidders who have records of poor performance during the last 3 (three) years, as on the date of submission of the bid, such as abandoning the work, rescinding of the contract for which the reasons are attributable to the non-performance of the Bidder or its constituents, inordinate delays in completion and/or have a consistent history of litigation / arbitration awarded against the Bidder or any of its constituents or financial failure due to bankruptcy etc. are liable to be disqualified.

3.4 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.

3.5 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.

#### 4. Tender Procedure

4.0 This tender is **Single Bid Tender** and Bid is to be submitted through **GeM portal**. No other mode of submission will be acceptable.

4.1 The close / due date for submission of bid may be extended at any time, including after the scheduled date of closing, at the sole discretion of AIESL.

4.2 Amendments or extension of the close / due date, if any, to this tender will be informed via GeM portal

4.3 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.

4.4 The bidder or Tata Motors authorized suppliers (maximum two) would only be permitted to attend the pre-bid meeting, if any.

#### 5. Commercial Bid

- Bidder is advised to study carefully the Terms & Conditions as given in this tender document and submit their 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 evaluation purpose. **Uploading of required Documents is mandatory.**
- 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 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

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should submit their bid in line with the tender document only or else the same would be liable for rejection.

- AIESL reserves the right to change this date of opening at its own discretion.
- **All the supporting documents, as specified in the tender documents that are required for compliance of bid must be submitted with the 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.
- 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 the Bid – 90 days

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

Ms Nirupma Arya, Executive - PPMM, e-mail-[nirupma.arya@aiesl.in](mailto:nirupma.arya@aiesl.in), Ph: 9167449290

### 6. Validity of Quotation, Prices, Govt. Taxes / GST

- 6.0 The price offered / agreed should remain firm till completion of the delivery of cars.
- 6.1 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.
- 6.2 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.
- 6.3 Till the delivery of cars, if for any reason there is a downward revision in prices, the successful bidder will be responsible for passing on the benefits to AIESL.
- 6.4 Increase in Govt. Taxes / GST etc. or any new levies, if imposed by the Govt. of India / State Govt. / Local Bodies, till the delivery of cars 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.**

### 7. Payment Terms:

- 7.0 No request for advance / pre-payment will be entertained.
- 7.1 Duly certified invoices to be submitted to Invoicing section along with Proof of Delivery (POD).
- 7.2 Payment will be made as per terms governed by GeM.
- 7.3 100 % payment will be made as per GeM guidelines.
- 7.4 TDS/ taxes shall be deducted by AIESL from payment made against these invoices, as per the applicable laws.

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### Earnest Money Deposit (EMD) / Performance Security:

#### **Exemption of EMD and Performance Security:**

In the case of bidding for EV Cars, AIESL exempts the OEM / OEM authorized suppliers from submission of EMD and performance security under Amendment in Rule 149 General Financial Rule (GFRs) 2017 procurement of Automobile through Govt. e-Marketplace (GeM).

#### **8. Technical Specification:**

Specification of "Tata Nexon Creative 45".

#### **9. Scope of work**

- 9.0 Door to door supply of Tata Nexon Creative 45, qty 06 at EMF Building, IGI Airport, Terminal 3, New Delhi-110037, India.
- 9.1 The colour of all the EV shall be metallic white.
- 9.2 The registration certificate should be provided in favour of the AIESL.
- 9.3 Standard warranty for three years for the EV including engines and batteries.
- 9.4 The odometer reading must not be more than 300 KM.

#### **10 Delivery Terms Condition (DTD)**

Final Delivery of item should be at Door-to-Door, DTD herein referred as delivery at AI Engineering Services, EMF Building, IGI Airport, Terminal 3, New Delhi-110037, India

#### **Receipt Address:**

Final Delivery of item should be at Door-to-Door, DTD herein referred as delivery at AI Engineering Services, Planning & Materials Management (PPMM) WB, EMF Building, IGI Airport, Terminal 3, New Delhi-110037, India

Price Bid rate should be for door-to-door address.

#### **11 Technical Bid (TB)**

Sr No	Description	Indicate Compliance along with the information
1	Name of the Bidder Address of the Bidder Legal Status of the bidder ( Proprietor, firm, Company Etc. Self-Attested Soft copy required if applicable).	MANDATORY

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2	Self-Attested Soft copy of ITR for FY 2021-22, FY 2022-23 & FY 2023-24 to be submitted by the Domestic Bidders. Note: Don't enclose any Link.	MANDATORY
3	<b>Experience</b> The Bidder must have 03 years of experience in supply of Electric Vehicles of similar type in India. The Bidder must be OEM/Distributor/supplier for at least the last 03 years i.e., on or before 1st Jan 2025, applications are invited should be either of the following: (a) Three orders cost not less than the amount equal to 40% of the estimated cost. Or (b) Two orders cost not less than the amount equal to 80% of the estimated cost. Or (c) One order costing not less than the amount equal to 80% of the estimated cost.	MANDATORY
4	<b>Turnover</b> The Bidder shall have an average annual turnover of Rs. 30 Lakh or more in FY 2021-22, FY 2022-23 & FY 2023-24. The bidder shall submit the following documents in support of the Average Annual Turnover - i) The Bidder is required to get his books of accounts audited as per law, Self-attested copy of audited balance sheet and profit & loss account for FY 2021-22, FY 2022-23 & FY 2023-24 is to be submitted. ii) In case the bidder is not required to get its books of accounts audited as per law, Certificate from a Chartered Accountant certifying its Turnover for FY 2021-22, FY 2022-23 & FY 2023-24 is to be submitted.	MANDATORY
5	As on date of submission of the tender, the Bidder or its parent company or subsidiary, or a group company should not have been blacklisted / debarred by AIESL or any of the State or Central Government of India or any Organization of State or Central Government of India. Undertaking by the Bidder to be submitted.	Yes/No (put tick mark) If yes then furnish details.
6	Bidder must enclose soft copies of GST Reg. (Annex A & B) Mandatory PAN card Mandatory MSME Cert (If any). Incorporation Certificate (If applicable)	MANDATORY
<b>Note: All above must be self-attested.</b>		

Note:

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- All above Documents/Certificates must be submitted in English language.
- Supporting documents/certificates should be labelled, countersigned and attached with the end of the tender document properly numbered.
- Non-Compliance to TEC or TB or Fill Data column left blank will lead to disqualification.
- Enclose all soft copies as mentioned in Technical Bid, kindly do not enclose links.
- Submit the tender document duly signed by the bidder on every page.

### 12 Price Bid

To, General Manager,  
Northern Region -WB,  
AI Engineering Services Limited,  
EMF Building, IGI Airport T3 Delhi. India-110037.

**Subject: Price Bid for Electrical Vehicle “Tata Nexon Creative – 45”, Qty 06**

Sr No	Description	Unit	Qty	Rate	Amount (INR)
1	GEM Price of vehicle	EA	06		
Total Price (Inclusive of Tax)					
In words:					

### 13 Undertaking

I/We hereby declare that I/We have read and understood the scope of work & description of work, terms and conditions of the contract and hereby agree to abide by the same.

### 14 Award Criteria & AIESL's Right to accept/ reject any or all Bids

1	AIESL will award the PO/LOA to the Bidder who has offered the lowest evaluated Bid price criteria, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Bid evaluation and eligibility criteria; (b) determined substantive responsive.
2	AIESL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed of the same by AIESL unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific, or economic interest of the state or lead to incitement of an offence

### 15 Penalty Clause:

- If the supplier fails to supply the cars within the time frame (delivery period 4 to 6 weeks) shall be liable to pay the liquidated damage (LD)/penalty charges at the rate 0.5 % per week or part thereof

*Signature*

*Signature*

*Signature*

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the value of the undelivered portion of the goods (Excluding taxes and delivery charges) subject to maximum of 10% of the value of the undelivered or delayed.

- 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 / PDI before registration / 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 delivery is acceptable as per the specification provided in the tender.

### 16 Amendments / Extensions:

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

### 17 REJECTION OF BIDS:

The submitted Bid will be rejected on the following grounds:

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

### 18 Other Terms & Conditions:

- **Force Majeure:**
- The Bidder / Successful Bidder / AIESL (herein referred to as Party / Parties) shall not be liable for, nor be in default by reason of any failure or delay in discharge of its obligations under this Tender / Contract, where such failure or delay is caused by any act, including but not limited to any act of God, action or inaction of government authorities, fire, flood, gales, storm, lightning,

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- earthquake, explosions or other catastrophes, accidents, weather, power failure or shortage of power, riot, war (declared or undeclared), warlike operations, act of terrorism, boycott, embargo, rebellions, sabotage, epidemics, quarantines, lock out, restrictions on travel based on travel advisories of any governmental entity, unavailability of the usual means of transportation, hostilities, revolution, civil commotion or public disorder or any other cause beyond its control.
- The Party encountering and affected by such causes and event shall inform the other in writing immediately of such an occurrence event and shall use its best reasonable efforts to minimize the economic and other effects and rectify as soon as possible any harm or delay created thereby shall reasonably allocate its available resources, giving priority to their obligations under this Contract.
  - For the avoidance of any doubt it is clarified that, payment obligations of AIESL shall be excused due to an event of Force Majeure.
  - **Interpretation:** In the event of any difference in the interpretation of any of the clauses of the Contract / Purchase Order / Agreement and / or the Tender documents, the clarification given by General Manager (WB), AIESL shall be final and binding.
  - **Arbitration:** Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be resolved amicably by mutual consultation. If an amicable settlement is not forthcoming and dispute is not resolved within 21 (Twenty One) days, from the date when mutual consultation started, recourse may be taken to settlement of disputes through arbitration as per the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties.

### 19. Jurisdiction:

The court of Delhi only will have jurisdiction to deal with and decide upon any legal dispute whatsoever arising out of this tender.

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

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

Date:  
Place:

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

*(Signature)*

*(Signature)*

*(Signature)*