

Tender No. AIESL/IT/EUDs/662

For

Subject: Procurement of All in One Desk Top PCs for AIESL



Issued by:

AI Engg. Services Ltd.(AIESL),Hqrs

New Delhi-110003

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

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1. Notice Inviting Tender

AIESL, a public-sector undertaking is an aviation MRO intends to procure **All in One Desk tops –Qty 800** for its offices at locations on All India basis. For this purpose, AIESL is inviting On –line bids from the OEMs or their authorized channel partners on Single stage - Two Bid System with Part I - Technical Bid & Part II Financial Bid.

SN	Brief Description of Goods/ services	Estimated tender value	Earnest Money (INR)	Remarks
1	Procurement of All-in One Desk top Computers	Rs. 6.00 crores including GST	₹ 2,00,000/-	Bidders must submit the Bid Security or Earnest Money Deposit (EMD) (in INR) along with Technical Bid as mentioned in Guidance to Bidder

Table 1:

S/N	Criteria	Description
T1.1	Type of tender:	Product NCB(National Competitive Bidding) Single stage - Two Bid System with Part I - Technical Bid & Part II - Financial Bid.
T1.2	Selection Criteria	Least cost selection L1
T1.3	Date of issue of tender documents:	Check GeM portal
T1.4	Pre-Bid Conference (If Applicable)	11.12.2023 at 11:00:00 IST
T1.5	Venue of Pre-Bid Conference (If Applicable)	AI Engineering Services Ltd. (AIESL), 2 nd Floor, CRA Building, Safdarjung Airport, New Delhi-110003
T1.6	Process to raise pre-bid queries.	Bidders may send pre-bid queries in writing to Sandeep.dungriyal@aiesl.in and raj.gupta@aiesl.in before pre-bid meeting as per para T 1.4 as per the format specified in the RFP. Queries raised in writing will be discussed during the pre-bid Meeting. Verbal or telecom queries will not be entertained prior to or during the pre-bid meeting.
T1.7	Contact Number	Phone no: 011- 2460 0772 +91 9818392630 +91 9997054701
T1.8	Closing date and time for submission of Bids	Check GeM portal https://gem.gov.in
T1.9	Place of submission of Bids	online bids to be submitted at below Address.
		On GeM portal https://gem.gov.in
T1.10	Opening of Part 1- Technical Bid	Check GeM portal https://gem.gov.in
T1.11	Time, and date of Opening of Price (Financial) bid would be intimated later only to the bidders shortlisted in Part I.	Check GeM portal https://gem.gov.in
	Officer to be contacted for clarifications/ help:	Sandeep.dungriyal@aiesl.in and raj.gupta@aiesl.in
	Authority in whose favour all tender related financial instruments (DD, Banker cheque or BG etc.) are to be made.	"AI Engineering Services Limited" Payable at Delhi

	All Financial Instruments to be payable at:	New Delhi
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2. Disclaimer

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

3. Abbreviations

S. No		
1.	AMC	Annual Maintenance Contract
2.	BG	Bank Guarantee
3.	BIS	Bureau of Indian Standards
4.	CA	Competent Authority
5.	CPPP	Central Public Procurement Portal
6.	CVC	Central Vigilance Commission
7.	DFP	Delegation of Financial Power
8.	ECS	Electronic Clearing System
9.	EMD	Earnest Money deposit
10.	EUR	Euro
11.	EOI	Expression of Interest
12.	EPFO	Employees Provident Fund Organization
13.	ESIC	Employees State Insurance Corporation
14.	FM	Force Majeure
15.	GeM	Govt e-Marketplace
16.	GTC	General Terms & Conditions
17.	INR	Indian Rupees
18.	IP	Integrity pact
19.	MSME	Micro, Small and Medium Enterprises
20.	NEFT	National Electronic Fund Transfer
21.	NIT	Notice Inviting Tender
22.	NSIC	National Small Industries Corporation
23.	OEM	Original Equipment Manufacturer
24.	PAC	Proprietary Article Certificate
25.	PBG	Performance Bank Guarantee
26.	PO	Purchase Order
27.	PQC	Prequalification Criteria
28.	PR	Purchase Requisition
29.	PVC	Price Variation Clause
30.	QAC	Quality Assurance Certificate
31.	RA	Reverse Auction
32.	RC	Rate Contract
33.	RFx	Request for Quote/Information
34.	RTGS	Real Time Gross Settlement
35.	SD	Security Deposits
36.	AD	Airworthiness Directive
37.	ADF	Acceptable deferred Defect
38.	AMC	Annual Maintenance Contract
39.	AMM	Aircraft Maintenance Manual
40.	AMP	Aircraft maintenance Program
41.	AOG	Aircraft on ground
42.	C of A	Certificate of Airworthiness

43.	CAMO	Continuous Airworthiness Management Organization
44.	CMM	Component Maintenance Manual
45.	DFP	Dirty fingerprint
46.	EO	Engineering Order
47.	FH/FC	Flying Hours/Flying Cycles.
48.	IFSD	Inflight shut down
49.	IPC	Illustrated Parts Catalogue
50.	JEOC	Jet Engine Overhaul Shop
51.	LLP	Life Limited Parts
52.	MCM	Modification committee Meeting
53.	MEL	Minimum Equipment List
54.	MIREP	Maintenance reported defect
55.	MOQ	Minimum Ordering Quantity
56.	NHA	Next Higher Assembly.
57.	NIS	Nil In Stock
58.	OEM	Original Equipment Manufacturer
59.	PBH	Power By Hour
60.	PIREP	Pilot reported defect
61.	PRR	Premature Removal rate
62.	SB	Service Bulletin
63.	UOM	Unit of Measurement
64.	SUCCESSFUL BIDDER	Succesful bidder
65.	MAF	Manufacturer Authorization Form
66.	FMS	Facility Management System
67.	ITSM	Information Technology Service Management
68.	CAPEX	Capital Expenditure
69.	OPEX	Operational Expenditure
70.	DNS	Domain Name System

4. AIESL Introduction

AI Engineering Services Ltd (AIESL) a biggest DGCA (Directorate General of Civil Aviation) approved MRO Set up in India that can serve as a one-stop-shop for all engineering requirements at major Airports with pan India footprint i.e., Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata, Nagpur etc.

With a great skill set, huge professional experience and competency, AIESL manages and maintains Airbus, Boeing & ATR's fleet with the Technical Dispatch Reliability of more than 99%. With major hangars and bases located at all the major metros.

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

4.1 Future Planning

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

5. General Terms of Tender

5.1	The bid shall be furnished under single stage-two-part bidding system i.e., Technical-bid and Financial Bid, as mentioned in NIT. AIESL invites bids from interested bidders to provide on-Line Bids on GeM Portal https://gem.gov.in for Procurement of All-In-Desk Tops through open tender considering L1 Least cost criteria for selection as per enclosed Bill of Quantity & Price. The complete tender can also be downloaded from AIESL's website www.aiesl.in
5.2	AIESL reserves the right to itself to postpone and/ or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.
5.3	Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions.
5.4	Vague and ambiguous replies and replies such as "Refer covering letter, conditions of Bid etc. shall be avoided. Such replies shall be deemed to be incomplete and may prevent the Bid from being considered by the AIESL.
5.5	The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in electronic form.
5.6	The product covered by Bid specifications shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the bidder, clarification may be sought from the AIESL before submission of bids. Bidders are advised to accept all the conditions specified in the Bid document, to facilitate early finalization of bids. Separate set of commercial conditions (such as bidders' standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to summarily rejection.
5.7	The bidder shall submit rate analysis/bifurcation of quoted price if so desired by the AIESL.
5.8	Any addition, deletion or substitution in the bid document is not permitted. Failure to do so may render the bid liable for rejection. The Contract shall be for the whole Works, based on the 'Bill of Quantity and Price' submitted by the Bidder.
5.9	Bidders must submit the technical bid on-line as mentioned in section 1 Notice Inviting tender under Single stage-two-part bidding process i.e., technical bid and Financial Bid. Selection will be based on Least cost L1 criteria.
5.10	Bids received through any other mode will not be considered .
5.11	Bids received late, or bids that are incomplete or those, which are not in the prescribed format, will be rejected
5.12	Bids should be neatly filled / typed, all pages duly numbered, duly Signed and stamped on every page by an authorized Signatory of the bidder. Unsigned Bids will be rejected.
5.13	The rates quoted in the Commercial Bid should be clearly typed / written in figures and words free from over typing or over writing. The corrections, if any, must be authenticated by the full Signature of the person, who has Signed the bid
5.14	The financial bids should be in Indian Rupees (INR) only unless otherwise specified in Price Bid.
5.15	Conditional discounts / credits, if any, shall not be given any consideration in the evaluation.
5.16	AIESL reserves the right to accept or reject, in whole or in part, any of the bids, without assigning any reason whatsoever at any stage
5.17	The Bids should be valid for acceptance by AIESL for a minimum period of 120 days from the date of opening of the Technical Bid.
5.18	All information related to the price quoted by the bidder should be given only in the commercial bid format. The technical Bid should not contain any indication of the price. In case the price quoted is indicated in the technical Bid, the Bid will be rejected, without any reference to the Bidder. No further correspondence will be entertained in this regard
5.19	Commercial bids of only those bidders who qualify based on evaluation of their technical bid would be opened and accordingly such bidders would be intimated.
5.20	The bid is to be submitted after careful study and examination of the tender document, and after obtaining a full understanding of the requirements. Bidders are therefore advised to study the tender document carefully before submitting their bids. The submission of a bid will imply that the Bidder has read this tender, its terms & conditions and has fully understood the work scope, specifications, project execution and solution implementation requirements.

5.21	The Agreement would be signed between AIESL, and the bidder selected for award of the contract. The bidders must confirm their willingness to sign such Agreement containing the entire principal terms and conditions of this tender
5.22	AIESL reserves the right of not awarding any contract to any of the Bidders.
5.23	The bidders should bear all the costs associated with the preparation and submission of their bids, including the costs incurred in presentations, demonstrations etc. for the purposes of evaluation of the bids by AIESL. AIESL will in no case be responsible or liable for such costs regardless of the conduct or outcome of the bidding process. AIESL would however be responsible for the cost on account of travel, accommodation etc. of its Evaluation Team if a decision is taken during the process of evaluation of the bids to make visits to client sites.
5.24	No bidder shall submit more than one Bid against this Tender. In case more than one bid is received, only the last submitted bid would be considered.
5.25	Determination of whether the bid complies with the tender requirements or not will be at the sole discretion of AIESL.
5.26	No advance/pre-delivery payment term will be accepted
5.27	In case the taxes, levies and duties are not mentioned separately, the bid shall be considered as inclusive of taxes.
5.28	Costs if any to be borne by AIESL in respect of the Project Implementation should be clearly indicated in the Commercial Bid giving the break-up there of element wise
5.29	The Commercial Bids must be complete in all respect and no representation whatsoever would be entertained by AIESL for inclusion of any other cost head / cost after the opening of the bids. The prices quoted should remain firm / fixed for the entire term of the agreement. Withdrawal or unilateral modification of the Bids shall constitute a breach of terms of the tender and the Bids shall be liable for rejection thereof. No representations from the unsuccessful bidders shall be entertained with respect to the evaluation of their bids by AIESL, whatsoever.
5.30	Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions.

6. Guidance to Bidders

6.1	AI Engineering Services Ltd. (AIESL), 2 nd Floor, CRA Building, Safdarjung Airport, New Delhi-110003 Raj.gupta@aiesl.in
6.2	Clarification of Bidding Documents: A prospective Bidder requiring any clarification of the bidding documents may notify the contact person by e-mail at the address indicated in the 6.1 of GTB. AIESL will respond to any request for clarification received prior to the Pre-Bid date. AIESL response will be published on AIESL's website including a description of the inquiry, but without identifying its source. AIESL shall not be obliged to respond to any request for clarification received later than the above said period. Further, the mere request for clarification from the bidder(s) shall not be a ground for seeking extension in the deadline for submission of bids.
6.3	Pre-Bid Meeting The purpose of the Pre-Bid meeting shall be to clarify the issues and to answer questions received from or any matter that shall be raised by the prospective Bidders. The Bidders are advised to send their queries as per date and time mentioned in Notice Inviting tender. The queries may be addressed to: Sandeep.dungriyal@aiesl.in and raj.gupta@aiesl.in Text of the questions raised, and the response given, together with any responses prepared after the Pre - Bid meeting, shall be transmitted (without identifying the sources of the question) to all participants of the Pre-Bid meeting. Any modifications or alteration to the Bidding documents listed in Tender that shall become necessary because of the Pre-Bid meeting, shall be made by AIESL exclusively through the issue of an Addendum / Corrigendum separately and shall be available on GeM portal and AIESL's website. No separate press advertisement will be given for the same. Addendum and/or Corrigendum, if any, to the Tender, shall be referred to and taken into consideration by the Bidders. It is the Bidder's responsibility to visit the said portal regularly for the aforesaid Addendum / Corrigendum as applicable. Non-attendance of the Pre-Bid meeting shall not be a cause for disqualification of a Bidder. Interested Bidders who desire to attend the Pre-Bid meeting shall communicate one day in advance to the Pre-Bid meeting scheduled date to make necessary arrangements for entry passes with names of their representative (only two authorized representatives per Bidder), by email to Sandeep.dungriyal@aiesl.in and raj.gupta@aiesl.in . Maximum 2(two) representatives of each Bidder shall be allowed to attend the Pre-Bid meeting on the date fixed by AIESL. The Bidders authorized representatives shall carry an authorization letter on the letter head of the Bidder duly Signed by the authorized Signatory for the Bidder, along with an identity card to attend the Pre-Bid meeting. Inputs/suggestions/queries submitted by the Bidders as part of the Pre-Bid meeting and otherwise will be given due consideration by AIESL. However, AIESL is not mandated to accept any submission made by the Bidder and the final decision will rest with AIESL.
6.4	A pre-bid conference, which will be held on at AI Engineering Services Ltd. (AIESL), 2 nd Floor, CRA Building, Safdarjung Airport, New Delhi-110003 for more details Check GeM portal https://gem.gov.in Bidder can join the meeting remotely or in person. A maximum of two representative of each prospective Bidder shall be permitted to attend the pre-bid conference. The representative(s) must carry an authority letter from the company's authorized signatory for participation in the pre-bid conference. The name(s) of the representative(s) for the pre-bid conference may also preferably be directly sent to AIESL in advance of the date of pre-bid conference by e-mail as under: Sandeep.dungriyal@aiesl.in and raj.gupta@aiesl.in
6.5	Amendment of Bidding Documents Before the deadline for submission of bids, AIESL may for any reason, whether at its own will or in response documents by issuing addenda. Any addenda/ corrigenda issued prior to submission of bids would be put up on GeM Portal. Any addenda/ corrigenda/ clarifications thus issued shall be part of the bidding document. The prospective bidders must check aforesaid portal for any amendment/ corrigenda/ clarifications periodically and before submission of their bids. All prospective bidders are

	presumed to have examined all amendments/ corrigendum/ clarifications published on the website and have submitted their bids accordingly. To give Bidders reasonable time in which to take an amendment into account in preparing their bid, AIESL shall extend as necessary the deadline for the submission of bids	
6.6	<p><u>Modification of Bids</u></p> <p>The Bidder(s) can modify or withdraw their Bid(s) after the Bid submission but prior to the Due Date/Time for submission of the Bid. Last modification by the Bidder shall be final.</p> <ol style="list-style-type: none"> 1. No Bid shall be modified after the Due Date/Time for submission of Bids. 2. No Bidder shall be allowed to modify/withdraw its Bid during the period after the due Date/Time for submission of Bids and prior to the expiration of the period of Bid validity. Withdrawal/modification of Bid, during the time-period mentioned above, shall result in the forfeiture of the EMD submitted by the Bidder. 	
6.7	<p><u>Bid Offer Validity:</u></p> <p>The Proposal shall be valid for a period of one hundred twenty (120) calendar days from the last date of submission of proposal.</p> <p>Prior to expiry of the validity period of the Proposal, AIESL may request the Bidders to extend the validity period of the Proposals. The request and response thereto shall be made in writing. A Bidder agreeing to the request shall not be permitted to modify its Proposal but shall be required to extend the validity of its Proposal. All the terms of the RFP shall continue to be applicable during the extended period of validity.</p>	
6.8	<p><u>Bid Submission:</u></p> <p>Bidders must ensure online submission of the technical and financial bid proposals, with tender number and bid type (technical or financial) clearly.,</p>	
6.9	PART-I	<p>This shall be named “Technical Bid”.</p> <p>No “Price Bid” related information shall be mentioned in the Technical Bid.</p> <p>REFER Section 11 – Guidance for the Technical Bid</p>
6.10	PART-II	<p>It shall be named “Financial Bid or Price Bid” and shall comprise of Bill of Quantity and Price.</p> <p>REFER Section 12 – Guidance for the Commercial Bid</p>
6.11	<p><u>Bid Security / Earnest Money Deposit</u></p> <ol style="list-style-type: none"> a) Interest free Earnest Money Deposit (EMD) of Rs 2,00,000 must be submitted along with technical bid either in the form of Bank Draft / FD in favor of “AI Engineering Services Limited,” and payable at New Delhi. b) It is clarified that Bidders seeking exemption under MSME provisions are required to submit the Bid Security Declaration Form 15 in lieu of the Earnest Money Deposit. c) EMD exemption is available to bidders having annual turnover of INR 500 Crore or more. Bidders seeking exemption under such provisions, the bidders are required to submit the annual financial results e.g Audited Balance sheet/P&L Accounts for last three FYs ending as on 31.3.23, along with their technical bids. d) Tenders received without EMD shall be rejected. e) In case a Bidder withdraws his bid during the process of evaluation of tender or fails or refuses to accept the contract if awarded in his favour, the Earnest Money Deposit will be forfeited. f) EMD of the Tenders, who do not qualify in the “Technical Bid”, will be refunded to them within one month of the award of contract. g) EMD in respect of the successful Bidder will be adjusted against Security Deposit / Performance Bank Guarantee. EMD in respect of bidders, who have been unsuccessful in the evaluation of the commercial bids, would be refunded within one month of award of the contract. 	
6.12	<p><u>Security Deposit / Performance Bank Guarantee</u></p> <ol style="list-style-type: none"> a) A Security deposit (SD) @ 5 % of the contract value, or a Performance Bank Guarantee (PBG) for the same amount would be required to be submitted by the successful Bidder within two weeks from the date of award of contract. The SD / PBG is for meeting the project commitments till the end of the contract period. The SD / PBG would be refunded / returned within two months of successful completion of contract period subject to 	

	<p>adjustment for penalties, if any, on account of deficiencies in performance as per the terms of the contract.</p> <p>b) It is to be noted that the costs involved in furnishing of the PBG / SD are to be borne by the bidder who has been awarded the contract and the same is to be included in the commercial bid.</p>
6.13	<p>Technical Bid opening venue will be at the office AI Engineering Services Ltd. (AIESL), 2nd Floor, CRA Building, Safdarjung Airport, New Delhi-110003 and as per given schedule. If so desired, a representative of Bidder may be present at the time of opening of tenders. The representative must carry an authority letter from the Bidder's authorized signatory for participation in the tender opening. The name of the representative may also preferably be directly sent to AIESL in advance of the date of opening of the tenders by e-mail as under: E-mail: raj.gupta@aiesl.in</p>
6.14	Price bids will be opened of those bidders who have successfully fulfilled the technical criteria.
6.15	<p>REJECTION OF BIDS</p> <p>a) Technical and Price bids should be submitted simultaneously.</p> <p>b) The Bid shall stand rejected if the Bidder submits an incomplete Bid, i.e., where only the Technical or only the Price Bid is received.</p> <p>c) The Technical Bid should not contain any indication of the price related to the Price Bid. In case an indication of such price quoted is included in the Technical Bid, the Bid will be rejected without any reference to the Bidder. No correspondence will be entertained in this regard.</p> <p>d) Bids received through Fax or Email (in encrypted or other forms) will not be considered.</p> <p>e) Bids received after Due Date/Time shall not be considered.</p> <p>f) The bids are liable to be rejected forthwith, i.e., without being evaluated, on the following grounds:</p> <ol style="list-style-type: none"> i. If only the technical bid has been received and the Commercial bid has not been received, and vice versa. ii. If the Tender has been received by email or fax or in any other manner instead of on-line bids. iii. If the Tender has not been signed by the authorized signatory of the Bidder. (Signed by any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf). iv. If the technical bid has been received without EMD/Bid Security Declaration as the case may be and the EMD has been submitted in a mode other than as specified in the Tender. v. If the bidder's response is not received in required format as mentioned in the tender document. vi. If the information given in response to the bid to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested, and/or submission of illegible copies or unexplained materials and/or bids not received as per the desired formats & bidding instructions. vii. If the price bid indication has been provided in the technical bid. viii. If the bid is not presented neatly and corrections if any are not duly authenticated with full authorized signatures of the person who has signed the bid document. (Signed by any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf). ix. If the bid has been received without the undertaking of acceptance of all terms & conditions x. If the bid (technical/price) is incomplete. xi. The above list is only illustrative and there can be other relevant grounds of rejection of bids. <p>g) In case of any variation, in the documents/data submitted by the Bidder in support of the Technical Bid and in comparison, with the original documents during technical evaluation, the Bids of such Bidder would be out-rightly rejected/disqualified during technical evaluation of Tender and EMD would be forfeited.</p> <p>h) If the price indicated in the Price Bid is Conditional.</p> <p>i) If the Price Bid is not submitted in the format described in Section 12 Form 8 of the Tender.</p> <p>j) In case the Bidder being an MSME unit as specified in Clause 6.11, fails to submit a copy of the relevant MSME certificate and the required Bid Security Declaration Form along with the technical bid</p>

	<p>k) AIESL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:</p> <ul style="list-style-type: none"> i. Suspend and/or cancel the Bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms and conditions relating thereto. ii. Consult with any Bidder to receive clarification or further information. iii. retain any information and/or evidence submitted to the AIESL by, on behalf of, and/ or concerning any Bidder; and/ or iv. Independently verify, disqualify, reject, and/or accept all submissions or other information and/ or evidence submitted by or on behalf of any Bidder. <p>It shall be deemed that by submitting the Bid, the Bidder agrees and releases the AIESL, its employees, agents, and advisers, from any and all liability for claims, losses, damages, costs, expenses, or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in bid, whether actual or contingent, whether present or in future.</p>
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7. Other Terms and Conditions

7.1	<p><u>Fall in price clause</u> The successful bidder should pass on any benefits arising due to lower taxation or change in input/raw material cost by virtue of some exemption by government or for any reasons during the contract/order</p>
7.2	<p><u>SUBMISSION OF BILL:</u> Successful bidder shall submit Invoices for goods supplied to AIESL. A checklist and original documents in support of various Charges indicated in the bill should accompany each bill. Any bill not accompanied by a checklist and one or more documents will not be received in AIESL. Personnel authorized by AIESL will acknowledge receipt of the bills after due verification of enclosures.</p>
7.3	<p><u>Payment Terms</u> All payments to the successful Bidder by AIESL for the goods supplied by it shall be subject to the following compliances:</p> <ul style="list-style-type: none"> a. AIESL shall make every effort to examine and arrange payment of bills within 45 days of receipt of the invoices with all the relevant original supporting documents. <p>However, a delay in the settlement of payments shall not be accepted as a valid ground for Supplier to delay consignments and/or make any request for advance payment. It is clearly understood that storage charges incurred on account of delay in of consignments on grounds of delay in payment of bills on the part of AIESL will have to be borne by supplier..</p> <p>The bills should be submitted as per the agreed tender terms & conditions clearly with the breakup along with the supporting documents, failing which the bills will not be considered for payment process until the supplier submits the clear and relevant supporting documents.</p> <ul style="list-style-type: none"> b. Payment will be made through ECS (Electronic Clearance Service). c. The successful bidder is required to submit a duly verified Bank Mandate form along with a copy of the relevant cheque leaf, duly canceled to enable Accounts Department to make payment through ECS. d. TDS shall be deducted by AIESL from the payment made against these invoices, as per the applicable laws.

7.4	<p><u>Force Majeure Event</u></p> <p>7.4.1 Neither the successful Bidder nor AIESL (collectively “Parties” and individually “Party”) shall be in breach of any obligation under the Contract if it is unable to perform that obligation in whole or part by reason of occurrence of Force Majeure Event.</p> <p>7.4.2 Force Majeure Event means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity, but not including seasonal rains) or events such as a war, strike, riots. The affected Party shall give immediate notice in writing of occurrence of a Force Majeure Event as soon as it occurs (in any case not later than 5 days of information about the occurrence of such an event becoming known to such Party) and shall thereafter keep the other Party informed of the continuation or termination of such event as soon as possible (and in any event within three (3) days of the continuation or termination of such event).</p> <p>7.4.3 Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall use its best reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force Majeure and shall reasonably allocate its available resources, giving priority to its obligations under the Contract.</p> <p>7.4.4 The Party so affected shall take all reasonable steps to remedy the failure and reasonably allocate its available resources, giving priority to perform its obligations under the Contract and to keep the other Party informed of the steps being taken to mitigate the effects of an event of force majeure.</p> <p>7.4.5 If the performance in whole or in part or any obligation under the Contract is prevented or delayed by any reason of subsistence of a Force Majeure Event for a period exceeding 90 (Ninety) days, either Party may at its option terminate the Contract without any financial repercussions on either side.</p> <p>7.4.6 Notwithstanding the punitive provisions contained in the Contract for delay or breach of Contract, the successful Bidder would not be liable for imposition of any such damages so long as the delay and/or failure of the Service Provider in fulfilling its obligations under the Contract solely attributable to the occurrence of a Force Majeure Event.</p>
7.5	<p><u>Resolution of disputes and Arbitration</u></p> <p>7.5.1 Any dispute arising between the successful Bidder and AIESL(Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the Contract or the validity or breach thereof, shall first be settled by mutual consultation between the authorized representatives of the Parties. If the dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has, the same shall be settled and finally resolved by arbitration.</p> <p>7.5.2 Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one (1) arbitrator each and the two (2) such appointed arbitrators shall in turn appoint the third (3rd) arbitrator as the presiding arbitrator.</p> <p>7.5.3 The arbitration award passed under the arbitration shall be final and binding on the Parties.</p> <p>7.5.4 The proceedings of the Arbitration shall be conducted in English language and place of arbitration shall be Delhi.</p> <p>7.5.5 Each Party shall bear their own cost with respect to such arbitration</p>
7.6	<p><u>Subcontracting</u></p> <p>7.6.1 The essence of the Tender is that there will be no subcontracting or delegation or outsourcing of any of Services to any third party without prior written approval of AIESL. However, if any sub-contracting is proposed by the Successful Bidder, such appointment / engagement of the sub-contractor shall be at the sole discretion of AIESL. Furthermore, the successful Bidder shall be responsible for all acts/omissions of such sub-contractor.</p>

	<p>7.6.2 In event, the Contract is sub-contracted or assigned in violation of terms of the contract here under or the Contract, AIESL reserves the right to terminate the Contract and/ or take appropriate action against the Successful Bidder/ claim damages/ any other remedies for breach of the Tender/ Contract.</p>
7.7	<p><u>Recovery of Sums Due</u></p> <p>7.7.1 Whenever under the Contract any sum of money is recoverable from Bidder, AIESL shall be entitled to recover such sum from their bills. If the value of bills is not sufficient to recover the dues recoverable under the contract, the same will be recovered by invoking bank guarantee / security deposit held by AIESL. In the event of the said security deposit /Bank Guarantee being insufficient, the balance of total amount recoverable shall be deducted from any sum due to Bidder under this or any other contract with AIESL.</p> <p>7.7.2 Should this amount be insufficient to cover the said full amount recoverable, Bidder shall pay to AIESL on demand the balance amount within 14 days of the demand along with the interest as per applicable SBI lending rate from the due date specified in the demand notice.</p> <p>7.7.3 If any amount due to AIESL is so set off against the said security deposit, the successful Bidder shall have to make good, the said amount immediately but not later than 14 (fourteen) calendar days, to restore the Security Deposit to its original value. Non- restoration of such Security Deposit will be treated as event of default, leading to right of AIESL to take appropriate remedial action, including termination.</p> <p>7.7.4 In addition to the above, AIESL reserves the right to deduct from the Successful Bidder's invoice, amounts attributable to loss or damage caused to AIESL -employees / cargo / equipment / machinery / building or any other property of AIESL or any damage caused to any third party by negligence or due to reasons attributable to the Successful Bidder including its employees.</p>
7.8	<p><u>Intellectual Property</u></p> <p>7.8.1 The Successful Bidder warrants that in providing the Services under the Contract, it shall not infringe the intellectual property including without limitation trademark, copyright design, right patent or etc. of AIESL and / or of any third party and agrees to defend, hold harmless and indemnify AIESL against any losses, damages, claims, costs, expenses etc. suffered by AIESL arising from any such infringement of any intellectual property.</p> <p>7.8.2 The intellectual property produced by the Successful Bidder during or in relation to the Services under the Contract shall belong to AIESL absolutely.</p> <p>7.8.3 AIESL reserves the right for injunctive relief to prevent the breach of any it's or third parties' intellectual property rights.</p> <p>7.8.4 If the use of the Services is preliminarily or permanently enjoined because of a finding of infringement or the likelihood of infringement of the Successful Bidder's intellectual property, the Successful Bidder shall, at its sole cost and expense, and at its option:</p> <ul style="list-style-type: none"> i) procure for AIESL the right to continue using the Services; or ii) modify the Services so that it becomes non -infringing; or iii) refund to AIESL the money paid by AIESL for the enjoined part or parts of the Services.
7.9	<p><u>Assignment</u></p> <p>During the Term of the Contract, the Successful Bidder shall not assign any of its rights or duties under the Contract without prior written consent of AIESL. Any assignment or transfer in violation of this Clause shall result in termination by AIESL with damages to the Successful Bidder.</p>
7.10	<p><u>Non-Waiver</u></p> <p>Failure of AIESL to enforce any of the terms & conditions incorporated in the Tender / Contract, or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify the Successful Bidder in the event of breach, or the acceptance of or payment of any Services hereunder shall not release the Successful Bidder and shall not be deemed a waiver of any right of AIESL to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such Services regardless of when such Services have been delivered nor shall any purported verbal modification or revision of the order by AIESL act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of any condition of the Tender and Contract by AIESL shall not be considered as a continuous waiver or waiver for other condition by AIESL.</p>

7.11	<p><u>Fraudulent Practices</u></p> <p>a) AIESL requires that Bidders observe the highest standard of ethics during the Bidding process and execution of contracts. In pursuance of this, AIESL defines, for the purpose so this provision, the terms set forth be low as follows:</p> <ol style="list-style-type: none"> I. “Corrupt practice” means the offering, giving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. II. “Fraudulent practice” means a misrepresentation of facts to in fluence a procurement process, or the execution of a contract deemed to be detrimental to AIESL and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive AIESL of the benefits of free and open competition. <p>b) Shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract.</p> <p>c) Shall declare a Bidder ineligible and blacklist such Bidder, either indefinitely or for a stated period if at any time, AIESL determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.</p> <p>d) Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent / corrupt practices during the currency of the Contract.</p> <p>e) EMD or Security deposit shall be forfeited in addition to the above-mentioned remedies which AIESL shall have taken.</p>
7.12	<p><u>Conflict of Interests</u></p> <p>Successful Bidders not to Benefit from Commissions, Discounts, etc. The payment to successful Bidder under this Contract shall constitute the successful Bidder sole remuneration in connection with this Contract. The successful Bidder shall not accept, for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services in the discharge of their obligations hereunder.</p> <p>Prohibition of Conflicting Activities Neither the successful Bidder nor the Personnel shall engage, either directly or indirectly, in any business or professional activities conflicting to the Services assigned to them under this Contract.</p>
7.13	<p><u>Change Management</u></p> <p>The successful Bidder shall address all the problems which will occur during the contract period at no additional cost. The Successful bidder shall identify and resolve problems due to which the SUCCESSFUL BIDDER is not able to give the desired performance.</p> <p><u>Introducing a Change</u></p> <ol style="list-style-type: none"> 1. AIESL shall have the right to propose, and subsequently require, AIESL to order the SUCCESSFUL BIDDER from time to time during the performance of the Contract to make any change in requirements provided that such Change falls within the general scope of the work, does not constitute unrelated work, and is technically practicable. 2. The SUCCESSFUL BIDDER may from time to time during its performance of the Contract propose to AIESL for any Change that the SUCCESSFUL BIDDER considers necessary or desirable to improve the quality or efficiency of the contract. AIESL may at its discretion approve or reject any Change proposed by the SUCCESSFUL BIDDER. 3. Notwithstanding the clauses mentioned above, no change made necessary because of any default of the SUCCESSFUL BIDDER in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any extra cost or Time for achieving Operational Acceptance. <p>AIESL and SUCCESSFUL BIDDER will agree, during contract period for coordination to achieve better result within the work scope.</p>

7.14	<p><u>Confidentiality</u></p> <ol style="list-style-type: none"> 1. The Bidder / Successful Bidder shall always keep confidential, all information acquired in consequence of this Tender, including (without limitation) the any / all data concerning the technology, software & programs, technical processes, business processes, procedures, personal data, business affairs, AIESL customer/ passenger details, financial affairs of AIESL (herein after referred to as “Confidential Information”). Confidential information shall also include information that is designated as 'confidential' or which by its nature is clearly confidential. 2. The Bidder / Successful Bidder shall not disclose the Confidential Information to any other third party without the prior written consent of AIESL unless such disclosure is <ol style="list-style-type: none"> (a) required by law, decree, order or directive of a competent judicial / administrative / legislative authority (b) such Confidential Information is or becomes generally available to the public through no breach of such Bidder / Successful Bidder (c) was in the Bidder / Successful Bidder’s possession prior to the time of receipt of it by such Bidder / Successful Bidder (d) Is developed independently by the Bidder / Successful Bidder or (e) is rightfully obtained by third party without breach of this Clause. 3. As such, the Bidder / Successful Bidder agrees to keep such Confidential Information as strictly confidential and shall disclose the same to their employees / professional advisers only on a ‘need to know’ basis. 4. The Bidder / Successful Bidder agree that any such information received by it shall be <ol style="list-style-type: none"> (1) protected and kept in strict confidence, using the same degree of care and safeguards as it uses to protect its own information of like importance, but in any case, no less than a reasonable degree of care (2) not to use Confidential Information for any purpose other than to carry out its contractual obligations under this Tender. 5. It is understood by the Bidder / Successful Bidder that the breach of provisions of this Clause or the provisions of confidentiality agreed by the parties under the Contract shall cause irreparable harm and injury to AIESL for which monetary compensation may not be adequate. Therefore, in addition to the damages, AIESL shall be entitled to injunctive or other equitable relief against such Bidder / Successful Bidder or any other remedy under law or at equity. 6. The Bidder/ Successful Bidder shall execute a separate Non-Disclosure Agreement with AIESL on non-judicial stamp paper of requisite value. In addition to the content hereunder, all global laws related to privacy and confidentiality will have to be maintained. 7. The Successful Bidder shall be committed to privacy and to ensure lawful processing of personal data. The Successful Bidder shall be responsible, as a sole data controller, for its own processing of personal data pursuant to and / or in connection with the Contract.
7.15	<p><u>Indemnification</u></p> <ol style="list-style-type: none"> 1. The Successful bidder shall indemnify AIESL against all liability arising out of any claim, penalty, loss damages or costs actually paid, suffered, or incurred by AIESL pursuant to any injury or death to any person or by reasons of any damage to any property (including but not limited to the Aircrafts) belonging to AIESL caused by the Successful bidder's personnel deployed for the Services. In case, any such amount is not deposited / paid to AIESL, the same shall be deducted from Security Deposits / Bills / Future payments due to the successful bidder, without prejudice to the other rights available to AIESL under any applicable law.

	<p>2. The Successful Bidder shall indemnify AIESL from all liability arising out of any claim /penalty /loss or damages, including costs (including counsel fees and reasonable legal cost) thereof, arising out of any breach or violation by the Successful Bidder of any provisions of any law, including but not limited to the intellectual property rights whether in India or any other country and labor laws governing the employees of the Successful Bidder.</p>
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8. Exemptions / Preference to MSME Units:

8.1	<p>The MSME units registered with below agencies and/or having valid UDYAM Registration shall be eligible for EMD exemption:</p> <ol style="list-style-type: none"> District Industries Centers (DIC) Khadi and Village Industries Commission (KVIC) Khadi and Village Industries Board Coir Board National Small Industries Corporation (NSUCCESSFUL BIDDERC) Directorate of Handicraft and Handloom Any other body specified by Ministry of MSME. Udyog Aadhaar (UDYAM) <p>However, to avail Purchase preference as per Public Procurement Policy for Micro and Small Enterprises (MSMEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.12 by Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSMEs must be registered compulsorily with UDYAM.</p>
8.2	MSMEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the tendered item along with their bid.
8.3	The MSMEs registered with District Industries Centers must submit the Acknowledgement of Entrepreneur Memorandum (EM) Part-II along with their bid. The MSMEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
8.4	The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.
8.5	The MSMEs, who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
8.6	The MSMEs registered with agencies/bodies (Ref8.1 above) are exempted from payment of EMD. However, retails and wholesalers traders cannot avail benefits from PPP,for MSEs order ,2012. They can register on Udyam Registration portal for the purpose of Priority Sector Lending (PSL) only. Therefore,the benefit of EMD exemption shall not be extended to the Authorised Channel partner quoting on the behalf of the OEM.
8.7	The Successful Bidder (MSME/Non MSME) will be required to submit the Security Deposit as applicable on the Contract value.
8.8	Note: Above policy of extending benefits is meant for procurement of only goods produced and services rendered by MSMEs and not for any trading activities by them.

9. Technical Specifications and compliance

(Bidder is required to fill this document mandatorily and submit with technical bid-Part-I)—Tender No.AIESL/IT/EUDs/662

Minimum Technical Specifications of AIO Desktop PCs

This format duly filled in must be submitted along with the technical bid by the Tenderer (Include additional page for remarks, if required). All the technical specifications and other terms stipulated below are Mandatory and Tenderer/OEM not meeting any of the specifications & other terms are liable to be rejected.

Sr. No.	MINIMUM TECHNICAL SPECIFICATIONS	COMPLIANCE	REMARKS, If any
	(Enhanced Technical Specs than those specified below would be acceptable)	(Mention 'YES' if fully complied and 'NO' if Not/ Partially complied)	
(The complete Model No. / Part No. must be mentioned by the Tenderer). Tenderer to provide the technical brochure of the quoted desktop model and monitor.			

Technical Specification for All in one PC

Sr. No.	Parameter	Specifications
1	Make	<u>Bidder to specify</u> (Bidder is required to quote for a single brand/OEM only) for the whole quantities 800 +/- 10%) mentioned in the Tender
2	Model	<u>Bidder to specify</u> (Bidder is required to quote for a single model of the OEM only for the whole quantities (800 +/- 10%) mentioned for in the Tender.
4	Processor	13th Generation Intel Core i5-13400 or above.
5	Motherboard	Motherboard should be of OEM with OEM logo embossed on it (stickering not allowed).
6	Chipset	Intel Q series or higher
7	Graphics	Integrated
8	Camera	Full HD integrated
9	Drivers	All the drivers should be available on the OEM website
10	Memory	Minimum 1X16 GB DDR4 RAM with 3200 MHz or higher, support for expansion up to 32 GB or higher
11	Memory slots	Min. 2 DIMM slots or more
12	Hard Disk	512 GB PCI NVMe SSD or higher
13	Monitor	23.8" or above Wide, antiglare, FHD Colour display (Make same as that of All in one PC OEM)
14	Connectivity	Ethernet RJ45 LAN Network interface 10/100/1000 Gigabit Ethernet
		Wireless Wi-Fi 802.11ac or higher
		Bluetooth ver. 5.0 or higher
15	External Ports	4 USB ports or more having 2 ports with USB 3.2
		1 HDMI port or more
		1 DP Port or more
		1 RJ45 port or more
16	Audio Ports	Universal audio jack
17	Keyboard	Standard OEM make wired USB Keyboard
18	Mouse	USB OEM make wireless Optical scroll mouse with Mouse pad
19	Operating system	Preloaded Licensed Windows 11 Professional 64 bit
20	Software	LICENCED MICROSOFT OFFICE 2021 STANDARD SOFTWARE. License keys must be supplied.

21	Warranty	Comprehensive warranty of 3 years for complete machine, keyboard and mouse
22	Compliance certifications	Windows OS Certified, Genuine windows Certificate. Certificate of Authenticity of Windows should be supplied, which should mention OEM name
		BEE or Energy Star for the quoted model
		EPEAT India certified
		MIL STD 810 H or higher
		ISO 9001:2008 certification for OEM or better
	RoHS Compliance	
23	Security Management	TPM 2.0 or higher

24	WARRANTY			
	24(i)	The complete AIODesk Tops must be supplied with 03 years standard onsite comprehensive OEM Warranty.		
	24(ii)	The OEM must take the responsibility to provide Onsite Comprehensive support during the warranty period either directly or through its channel partners. Tenderer must enclose a confirmation letter/ undertaking in original from OEM in this regard.		
	24(iii)	OEM should have a Single point of contact (customer care) for logging all type of support calls during product warranty. Tenderer to share contact number and email-id of OEM's customer care center.		
	24(iv)	The OEM must have web portal in place to confirm the warranty details against serial number of each desktop.		
25	DELIVERY & INSTALLATION			
		The tenderer shall supply, deliver, installation and configuration of all the AIO Desk tops at AIESL locations i.e Delhi, Mumbai, Nagpur, Hyderabad, Chennai, Bangalore, Kolkata, Thiruvanthpuram		
26	IMPORTANT POINTS			
(I)		At the time of delivery, if the quoted model is discontinued by the OEM, the higher model available meeting all AI ENGINEERING SERVICES LIMITED's technical specifications would be provided at no additional cost to AI ENGINEERING SERVICES LIMITED. However this would be subject to technical approval from AI ENGINEERING SERVICES LIMITED.		

(II)	Duly filled in Compliance statement on OEM's Letterhead in above given format and proofs in support of Tenderer's claim of meeting various compliances, standards and certifications for which Tenderer has mentioned 'Yes' in the compliance column must be submitted by the Tenderers along with the technical bid.		
(III)	The Tenderer should provide the complete details of softwares and utilities that would be provided alongwith the PC.		

Additional Terms and Conditions (ATC)

1. Prospective Bidder should have OEM authorized service centers in all the locations where AIO has to be distributed by bidder as per locations mentioned in the tender
2. At the time of installation of desktops, Data Transferring from OLD PC to NEW PC without losing any data will be the responsibility of successful Bidder and has to be performed within one week after delivery and free of cost.
3. Product Datasheet & Drivers should be available on OEM website.
4. Built-in Pre-boot system hardware Diagnostics Utility must be available from OEM.
5. Undertaking of compliance of ATC is to be submitted on Bidder Letterhead with ink signed, designation of signature authority and mobile number at the time of bid submission
6. CPU, Keyboard, Monitor & Mouse should be of same OEM make (No sticker allowed)
7. Testing & Acceptance - Desktops will be accepted subject to successful testing of full functionality of all application (as per dept.).
8. Factory pre-installed Windows 11 professional (64 bit) or higher with latest Service Pack and Preloaded License, Systems Hardware driver should be available on OEM website against the offered model.

10. Terms and Conditions & SLA parameters for the Warranty

(Tenderer (OEM or OEM's authorized channel partner) must submit Compliance to the following requirements in the Technical Bid Part-I)

Terms and Conditions & SLA Parameters for the Warranty	Compliance (Mention "Yes" if Fully complied And "No" if Not/Partial Complied)	Remarks, if any
Tenderer will provide on-site Comprehensive warranty for 3 Years for all the AIO desk tops supplied to AIESL at the respective locations		

<p>The Tenderer's service engineer must attend to the fault onsite on all days of the year within two business days from the lodgment of Complaint by AIESL (complaint will be lodged through telephone on always available help desk number which Tenderer will provide to AIESL and as an add-on if necessary through e-mail) at the locations specified in Tender.</p>		
<p>Tenderer must have its own Service centers. (Tenderer to provide proof by stating address and contact details of these Service Centers). In case the faulty part/unit cannot be repaired within 48 Hours after the first service visit by Tenderer's Engineer, the Tenderer will provide a Serviceable unit to AIESL till the time faulty part is repaired and put back into service by the Tenderer failing which "Down Time" accrual would start for imposition of Penalty as per Sr.No.6 below.</p>		

4	The Tenderer will ensure that the defective modules of the desktops are replaced/repared on-site or at their Service location.		
5	Replacement of the spares: If any component/ part/unit needs replacement, the same would be replaced with the current available product from theOEM. However if that product gets obsolete or unavailable in the market, service provider should supply alternate product of same or higher compatible configuration of same make		
6	For Desktop locations within Airport area, vendorwill have to arrange to get Entry pass for their service engineer from regulatory Authority at their own cost as and if applicable.		
7	Repair/Replacement action during 03 year warranty period		
	The Successful Bidder shall be required to repair the Desktop or its parts within 24 hours of reporting the complaint. If the unit needs repair beyond 24 hours and required to taken to repair center, new replacement unit of the same version or its higher version need to be provided till the original unit is repaired or rectified.		

Technical Bid Format
(To be submitted with technical bid documents-Part-I)
(To be submitted on Bidder's company letterhead)
(all pages must be signed and stamped with the company's seal)

A. Bidder's Details

1.	Name of Contract	
2.	Name of the Company/Establishment	
3.	Full Address of Registered Office	
4.	Telephone No./ Mobile No.	
5.	Email address	
6.	Fax Number	
7.	Name of Contact Person	
8.	Name of the person signing the tender	
9.	Phone/Mobile No of the person signing the tender	
10.	Designation of the person signing the tender	
11.	Relationship of the person signing the tender with the bidder	
12.	Name & address of Banker	
13.	RTGS /NEFT Registered form duly signed by Banker to be enclosed	
14.	Details of Earnest Money Deposit (EMD) submitted: i) Name of the Bank, DD/Pay Order No., & Date & Amount	
15.	OR ii) If EMD is paid through Fixed Deposit, the required details alongwith FDR document are to be given.	
16.	Is the Bid Security Declaration Form (duly filled & signed) attached/ enclosed along with the Technical Bid (for MSME Bidder)	
17.	If Bidder is an MSME unit, please fill the details of the MSME registration certificate below:	
	Registration Certificate No.	
	Date of issue	
	Valid up to	
	Services covered under the Registration Certificate	
	Whether the MSME Unit is owned by an SC/ST. If yes, please attach documentary proof to substantiate the castestatus.	

B. Parameters(Bidder's Response)

Sr. No.	Parameters	Bidder's Response (Yes/No) (Attach documentary proof)
1	The Bidder must be a limited Company registered under Indian Companies Act, 1956 or registered under Indian Companies Act 2013 or a partnership firm or a sole proprietorship firm or a private limited company duly registered under the concerned acts applicable for conducting business in India.	Certificate of Incorporation /Partnership deed
2	Whether having ESIC Regn No. self-attested copy be enclosed (Must)	Regn No..... Date.....
3	Whether having PF Regn. No. self-attested copy to be enclosed (Must, As & if applicable)	Regn No..... Date.....
4	Has any Director/Partner/Proprietor been convicted at any time by a court of law?	SELF DECLARATION
5	Has your company been Blacklisted by any agency of the airport or elsewhere?	SELF DECLARATION

C. Techno-commercial Bid Form

Sl No	Description	AIESL Requirement	Bidder's Response	Document Proof
1.	Minimum average annual turnover of Rs. 1.80 crore (One Crore Eighty Lakhs)during the last three financial years ending on <u>31st March 2023</u> . Certificate duly signed by the CA (Chartered Accountant) to be submitted.	Must	Yes/No	To submit document proof
2.	Proof of similar supplies to PSUs/ Govt . (Note: They should have supplied minimum two Purchase orders of minimum 250 PCs each during the last three FYs ending 31.3.23 . Details should be provided as per para- D below.)	Must	Yes/No	To submit document proof
3.	Agree to all the General Terms & Conditions, specific terms and conditions Work Scope, and Evaluation Criteria as prescribed in the bidding document.	Must	Yes/No	To confirm
4.	Agrees to pay a non-interest bearing security deposit which shall be 5% of the contract value as a security deposit for the period of the contract	Must	Yes/No	To confirm
5.	Agrees to AIESL's terms of payment mentioned in the Tender.	Must	Yes/No	To confirm
6.	PAN and GST Number	Must	Yes/No	To submit document proof
7.	Agrees to supply the tendered quantities 800nos including the variation $\pm 10\%$ in Qty. of AIOs during the validity of the Contract.	Must	Yes/No	To confirm
8.	Agrees to hold the rates for ONE YEAR from the date of award of the Contract/PO.	Must	Yes/No	To confirm
9.	Submitted the Form-4 for confirmation of local content verification in terms of Make in India Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order201711 and the Orders issued by the Nodal Ministry from time to time.	Must	Yes/No	To submit document proof

10.	If MSME unit, has submitted the proof of Regn under UDYAM or other Govt.agency specified in the tender. Also provided the Form-15 in lieu of EMD /bid security .	Must	Yes/ No	To Confirm
11.	Letter of authorization from the OEM in favour of authorized channel partner to quote on his behalf against this tender and indemnify for fulfillment of all in case the channel partner fails to fulfil the contractual obligations	Must	Yes/ No	To submit document proof

D. Details of similar supplies during the last three financial years ending on 31st March 2023. together with a copy of contract/ /invoices of clients)

S. No.	Purchase Orders References	Name &Address of Company(Buyer)	Period of Supply (From...to....)	Qtys. supplied	Value of the PO
I					
II					

E. For any other information which the bidder may like to furnish, a separate sheet may be enclosed. In support of the above information self-attested copies of all Documents, wherever required be enclosed.

Authorized Signatory:

Name of Signatory _____

Designation of Signatory _____

Seal of Company

Place: _____

Date: _____

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

General Conditions	
1.	Part-I i.e., Technical Bids shall be evaluated for establishing eligibility of the bidder as well as techno-commercially responsiveness as per bid conditions, and a list will be drawn up of the qualified bidders whose financial bids are eligible for consideration.
2.	<p>During the detailed evaluation of “Technical Bids”, AIESL will determine whether each Bid:</p> <ul style="list-style-type: none"> a. Meets the eligibility criteria defined in Section 6 GTB. b. Has been properly signed c. Is accompanied by the required bid securities declarations d. Is substantially responsiveness to the requirements of the bidding documents. <p>During the detailed evaluation of the “Financial Bids”, the responsiveness of the bids will be further determined as per remaining bid conditions, i.e., Bill of Quantity and Price, Technical bid clarifications, if any.</p>
3.	<p>A substantially responsiveness “Bid” is one which conforms to all the terms, conditions, and responsiveness of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:</p> <ul style="list-style-type: none"> a. Which affects in any substantial way the scope, quality, or performance of the Works. b. Which limits in any substantial way, AIESL’s rights, or the Bidder’s obligations under the Contract. c. Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsiveness bids or d. Which is inconsistent with the bidding documents, <p>If a “Bid” is not substantially responsiveness, it will be rejected by AIESL and may not subsequently be made responsiveness by correction or withdrawal of the nonconforming deviation or reservation.</p> <p>During Technical qualification/ Commercial Bid evaluation, AIESL may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and responsiveness shall be in writing or e-mail, however, no change in the price or substance of the Bid shall be sought, offered, or permitted. Reply shall be submitted by Bidder within a stated reasonable period. If Bidder does not provide clarifications of the information requested by the date and time set in AIESL’s request for clarification, its Bid may be rejected.</p>
4.	AIESL will evaluate and compare the submitted bids on Least cost selection L1 criteria, whose bids are determined to be substantially techno-commercially responsiveness in accordance with Section 10.
5.	<p>Award Criteria & AIESL’s Right to accept/ reject any or all Bids</p> <p>The notification of award will constitute the formation of the Contract until the Formal Agreement is signed. The successful bidder shall execute Contract Agreement and sign the Integrity Pact (wherever applicable) with AIESL on non-judicial paper of appropriate value as per Stamp Act in the format appended within 28 days from the date of issue of Letter of Acceptance/ Letter of Award.</p>
6.	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.
7.	In the event the Bidder fails to provide any information or documents sought by AIESL, the Bid of the said Bidder shall be rejected by AIESL. No correspondence in this regard will be entertained.
8.	The Bidders must meet all the mandatory technical qualification criteria as listed in this section of tender. Should a bidder fail to comply with one or more of the mandatory criteria, his bid will not be evaluated any further.
9.	Bidders are advised to note that taking deviation to following terms and conditions of Tender shall lead to rejection of their Bids:

	<p>I. Firm/Quoted Price throughout the Contract Period and the extension period</p> <p>II. Scope of work</p> <p>III. EMD/ Security Declaration</p> <p>IV. Period of Validity of Bid</p> <p>V. Performance Bank Guarantee / Security Deposit</p> <p>VI. Arbitration / Resolution of dispute</p> <p>VII. Force Majeure</p> <p>VIII. Statutory Compliance to Applicable Laws</p> <p>IX. Registration of PF & ESIC in the name of Firm</p> <p>X. All the pages of the Tender must be mandatorily signed and stamped by the authorized signatory along with the supporting documents as asked in the technical bid.(signed by any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf.)</p> <p>XI. All documents in support of the Tender must be submitted in accordance with the checklist as given below of this section Form2.</p> <p>XII. Any other condition bidder specifically mentioned in the Tender elsewhere that non-compliance of the clause shall lead to rejection of the bid.</p>
10.	The Bidders are to provide the detailed write-up under each item of their offered product listing the main features of each process / function including references / whichever and wherever applicable, along with process flow charts and screen shots, to support their compliance claims made in bids to the tender requirements .Attach separate sheets, as necessary.
11.	AIESL would evaluate the bids based on the detailed information as provided. The decision of AIESL in this regard shall be final.
12.	The Bidders who qualify as per the Technical Bid evaluation criteria as mentioned in this Section and other requirements of the Tender would be considered for next stage of Tender process.
Experience	
13.	The Bidder must be a limited Company registered under Indian Companies Act, 1956 or registered under Indian Companies Act 2013 or a partnership firm or a sole proprietorship firm or a private limited company duly registered under the concerned acts applicable for conducting business in India
14.	The bidder should not have been blacklisted/ debarred by any Government Departments, Agencies or Public Sector Undertakings in India as on the date of submission of the tender.
15.	BLANK
16.	The Bidder must be certified for any one of below mentioned certification and shall submit valid certificate: 1) ISO -9001 2) OR ANY OTHER CRITERIA
17.	The bidder should have experience of having “Successfully Completed” TWO “Purchase Orders” (for supply of minimum 250(two hundred fifty) AIOs in each PO during last three FYs ending 31 st March,2023.
18.	BLANK
19.	The bidder must mandatorily submit compliance to technical specifications as mentioned in this section for proposed procurement.
Turnover/Networth	
20.	Average Annual financial Turnover value of the bidder(s) in the preceding three FYs ending 31 st March,2023 should not be less than Rs1.8 crores. Networth of the Bidder during the last three Financial years ending 31 st March,2023 must not be negative and should not have eroded by not more than 30% in the last three years ending on 31.3.23. The necessary documents viz. Annual Report/ Audited Balance Sheet/ Profit & loss account for calculation of the above should be submitted by the bidder.
Make In India	
21.	To encourage ‘Make in India’ and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order201711. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order: -

	<p>a) 'L1' means the lowest tender or lowest bid, or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.</p> <p>b) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. It has been fixed as 20 (twenty) percent.</p> <p>c) 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of the particular item of goods or services or works.</p> <p>d) 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.</p> <p>e) 'Works' means all works as per Rule 130 of GFR- 2017 and will also include 'turnkey works.</p> <p>Purchase Preference</p> <p>a) Subject to the provisions of the Order and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.</p> <p>b) In the procurements of goods which are divisible in nature the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'non-local supplier', as per following procedure:</p> <ol style="list-style-type: none"> 1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1. 2. If L1 bid is not a 'Class-I local supplier', 50 (fifty) percent of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50 (fifty)percent quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 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 L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder. <p>c) In the procurements of goods which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'non-local supplier', as per following procedure:</p> <ol style="list-style-type: none"> 1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1. 2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 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 L1 price. 3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price ,the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and 4. contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder. <p>"Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.</p>
Verification of local content:	
22.	<ol style="list-style-type: none"> 1. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. 2. In cases of procurement for a value in excess of Rs. 10 crore, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

12. Specific Terms and Conditions applicable to this tender No AIESL/IT/EUDs/662

(wherever the general terms and conditions in the tender conflict with these specific terms and conditions , the specific terms and conditions will prevail over the general terms and conditions)

1.SingleBrand and Single model: Bidders are required to bid for a single model & single make(OEM)only for whole quantities mentioned in the Tender. Bids for Multibrand/multimodel are liable to be rejected.

2.Quantity: The tendered quantities are 800(Eight hundred for which the bidders are advised to quote their best their rates. However, the quantities can vary from 720 to 880 nos. during the contractual period. The quoted rates should remain valid for the qlys. for a period of ONE YEAR from the award of the PO to the successful bidder.

3.Delivery : The Delivery is the essence of the Contract. Total supplies are required to be delivered and successfully installed **within a period of four months** from the date of award of Contract at the designated locations namely Delhi, Mumbai, Kolakata, Hyderabad, Nagpur, Bangalore, Thiruvanthapuram Chennai.

4.Liquidated Damages :Delay in Delivery / Installation / Commissioning: The bidder will be liable to pay liquidated damages to AIESL@ 0.5 % (half percent) of the contract value (amount as per deliverables for which the delay has occurred) per week of delay or part thereof, subject to a maximum of 10% of the contract value for delay in successful commissioning of the Solution / Services for reasons solely attributable to the bidder. The amount will be deducted / invoked from the Security Deposit / Performance Bank Guarantee / pending invoices (if any).

If the delay exceeds 60 days from the scheduled date of delivery/ Installation/ Commissioning, AIESL reserves the right to cancel the entire contract.

2. Payment Terms: Payment of the Invoices shall be made in the following manner:

- a) 80% of the invoice amount within 45 days from the date of supply or submission of the invoice to the at the respective location(s) of AIESL where delivery is made, whichever is later. The Invoice must be duly received for the supplies made by the authorized AIESL officials at the respective location(s).
- b) Remaining 20% shall be released within the 30days of the installation and commissioning etc. of the AIOs at the desired locations & certified by the authorized officials at the respective stations.
- c) Penalty on account of late supplies/non-compliance of Contractual terms and conditions/SLAs may be recovered from the outstanding invoices, Security deposit etc.

3. Evaluation Criteria:

a) Technical

All the technical specifications and other conditions mentioned are mandatory; therefore the tenderer has to comply with all the mandatory requirements. **In case any of the mandatory terms has not been compiled by the tenderer, their offer will be technically rejected.**

b) Price Bid

The price comparison would be made in respect of each tenderer for the total lowest cost of all items to AI ENGINEERING SERVICES LIMITED (including taxes, installation, freight & forwarding expenses etc.,) and 3 year on-site comprehensive warranty maintenance (spares and labour included). The lowest offer as evaluated on this basis would qualify as the successful bidder in this tender.

4. Eligibility of the Bidders

The bids would be accepted from the OEMs - original manufacturers of the item as tendered for, or from an authorized channel partners who has been authorized by OEMs/ manufacturers to submit a quotation on their behalf. Participation in the tender by such authorized channel partners would be subject to the following:

i) The OEM must submit authorization in favour of the bidder (channel Partner) to quote on their behalf and with an indemnity of his promise to honour the obligations till the date of validity of the P.O. / Agreement:

a) in case the bid has been submitted by authorized channel partners, and he fails to carry out the obligations, and

b) in the event of the OEM /manufacturer terminating his arrangements / agreements with such authorized channel partner..

The Authorisation must be submitted alongwith the Technical Bid.

7. Exit Clause / Termination of Purchase Order:

The Purchase Order may be terminated under the following circumstances:

i) In the event of unsatisfactory performance, the Purchase Order shall be terminated with onemonth's advance notice.

ii) If there is a change in AI ENGINEERING SERVICES LIMITED requirement, the Purchase Order shall be terminated without any notice.

8 Any dispute whatsoever shall be subject to the jurisdiction of the courts of New Delhi.

13. Technical Bid Evaluation Criteria-

Check list for Tender No.....

Tender Description-

Tender Opening due Date-

S/N	Particulars	Response of the Bidder (Yes/No)	Reference Page No
1	EMD 1. Earnest money in the form of Cash deposit/DD		
2	Eligibility Criteria- Bidders must be OEM or authorized channel partners. A certificate issued by OEM to bid on their behalf for this tender and extend warranty obligations.		
3	a) Financial Turnover certificate as per Tender requirement. b) The Bidder should have positive Net worth in last three financial years. (audited Balance Sheet, profit and loss account)		
4	Copy of Pan Card		
5	Copy of GST Certificate		
6	Registration- 1.Copy of UDYAM registration Certificate issued by Ministry of MSMEs of GOI or any other agency specified by Ministry of MSME. 2.Submitted Form 15(BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD)		
7	No Blacklisting- Self Declaration by the bidder		
8	The bidder Should be ISO -9001 or any other criteria as specified in the Tender		
9	Declarations as per attached proforma of Tender		
10	Whether all pages of tender document are duly filled signed by the authorized person and stamped.		
11	Whether technical bid(part I) submitted as per requirement		
12	Whether Price bid (part-II) submitted as per requirement		
13	Forms and Format as specified in Section 14		

CONFIRMATION (Applicable for the whole tender document & to be submitted on Company's letter head)

We confirm that we have read this whole document and understand all the requirement as mentioned in this document. We have submitted all the required document : Bid Evaluation and Eligibility Criteria and FORMS CHECK-LIST, also other records required as documentary support & we accept all the terms & conditions and payment terms mentioned in this tender document(s) and subsequent corrigendum.

Signature and seal of the bidder:

Date:

Place:

Section-14

Financial Bid Evaluation Criteria - Guidance

1.	The Part-II i.e. Financial Bid of only of those Bidder(s), who are found to be meeting the eligibility criteria as well as techno-commercially responsiveness for the subject Works shall be opened thereafter. The date of opening of the Financial Bid shall be notified separately to all the eligible & techno-commercial responsiveness Bidder. Bidder(s) can view Bid opening event in person or over online call at their end.
2.	The Financial Bids of Bidder(s), who are not considered eligible and techno commercial responsiveness shall not be opened. The decision of AIESL will be final and binding in this regard.
3.	The Price Bids of only those Bidders who qualify under the Criteria and comply with the other Tender requirements would be considered for financial bid evaluation.
4.	Price Bids should be submitted strictly as per the format given below of this Section (Form 8) only. The detailed procedure / method of quoting and criteria for evaluation of the Price Bids has been provided.
5.	Form 8 consists of table; The total cost of the table will form a part of evaluation for successful bidder. Total Cost of Ownership (TCO) will be arrived at by adding cost of all components as mentioned in financial bid format Form-8. Form 08A is provided to understand unit prices for each of the items required as part of network and infrastructure establishment at AIESL.
6.	The Bidder shall quote a price for all the components and services of the solution to meet the requirements of AIESL.
7.	All the prices will be in Indian Rupees (in words and figures). In case of discrepancy, the amount in word will prevail.
8.	In case of discrepancy in the unit price and the total price, the unit prices shall be taken to arrive at L-1.
9.	No adjustment of the price quoted in the Price Proposal shall be made on account of any variations in costs of supply & services, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. No clauses for price fluctuations due to fluctuation of the Indian currency against any of foreign currency will be accepted during the period of the contract.
10.	The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract. A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as non responsive.
11.	Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (zero) in all such fields.
12.	It is mandatory to provide the break-up of all components in the format specified in Form 8. The Price bid should include the unit price and proposed number of units for each component provided in the Financial Bid.
13.	It is mandatory to capture all taxes including duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder and should be mentioned separately.
14.	The bid amount shall be inclusive of packing, forwarding, transportation, insurance, delivery charges and any other charges as applicable.
15.	All costs incurred due to delay of any sort, shall be borne by the Bidder.
16.	AIESL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.
17.	AIESL reserves the right to ask the Bidder to submit analysis of rate and data sheet for the rates quoted in the Price bid by the bidder including break-up of price quoted.
18.	If the price for any of the service is not explicitly quoted in the price bid or mentioned as zero, it is assumed that the price for that element is absorbed in some other service element for which a price has been quoted and AIESL has the right to source services for which no price was quoted or quoted as zero at no additional price.

19.	If taxes or any other applicable charges are not indicated explicitly, they are assumed to be bundled within the prices quoted and unbundling of these charges will not be entertained either during evaluation or while signing the contract.
20.	Bidder must submit financial proposal in the format prescribed in Form 8. Any deviation proposed by the bidder will make the bid liable to be rejected.
21.	The costs quoted should be individually classified under "Recurring" and "Non-Recurring". All such costs would be considered for evaluation of the price bids.
22.	It will be the responsibility of the bidder to comply and pay all taxes / levies / duties in the country of origin as well as in India, as applicable for the entire contract.
23.	The prices quoted in the commercial bid must be exclusive of all applicable taxes and duties. The taxes and duties components applicable in the country of origin of the Bidder as well as that applicable in India for all the items of commercial bid format should be indicated clearly and separately in the Commercial Bid. In case, no taxes are applicable, it should be indicated as 'NIL' or 'Zero' in the commercial bid format.
24.	Withholding tax (applicable to foreign bidders) and TDS (applicable to Indian bidders) shall be deducted by AIESL on all payments, as per applicable Government of India rules & regulations.
25.	Any increase in taxes / levies / duties in subsequent years will be reimbursed by AIESL on submission of proof of payment by the bidder. Similarly, in case of any reduction in the taxes / levies / duties from the present level, the benefit will be passed on to AIESL.
26.	In case, any new taxes/ levies/ duties are introduced in future by the Government in the country of origin or in India during the period of the contract, the same shall be reimbursed to the bidder by AIESL on submission of proof of such payments.
27.	Any other costs not quoted in the commercial bid, but which must be borne by AIESL for implementation of the bidder's solution, would be added to the total bid price for price comparison. The costs for this purpose will be taken from the prevailing market rate. The decision of AIESL in this respect would be final.
28.	Unconditional discounts and credits, if any, would be adjusted in the total bid price for price comparison.
29.	Conditional discounts and credits, if any offered in the commercial bid, will not be considered for price comparison.
30.	Representations, if any, for modifications to the price quoted in the commercial bids will not be entertained after opening of the Tender.
31.	Final Selection Marking Methodology: The final selection of the eligible bidder will be based on Least Cost Selection (L1). The bidder quoting the lowest financial bid will be awarded the contract.
Price Preference	
32.	The MSMEs registered with above mentioned agencies/bodies for the Tendered Service and quoting price within price band of L1+15% (fifteen per cent) shall also be allowed to supply a portion of requirement by bringing down their price to the price quoted by L1 in a situation where the price quoted by the L1 Bidder (the "L1 Price") is from other than a MSME and such MSME shall be allowed to supply up to 25 % (twenty five per cent) of total Tendered value/service. In case of more than one such MSMEs are in the price band of L-1 + 15% and matches the L-1 Price, the 25% value shall be shared proportionately, if it can be divided, else the complete contract shall be allocated to the MSME unit.
33.	An MSMEs unit will not get any purchase preference over another MSME unit.
34.	Note: Above policy of extending benefits is meant for procurement of only goods produced and services rendered by MSMEs and not for any trading activities by them.
Price Negotiation	
35.	As a general norm price negotiations are not to be carried out with the bidders. Negotiations, if at all, shall be an exception and may be held for better pricing with the L1 bidder only.

(Part-II of the Bid)

Form 08: Financial Proposal Format

[To be submitted on Bidder Company's Letterhead]

To,

AI Engineering Services Ltd.

(AIESL),

Dear Sir,

Sub: **Financial Proposal for Selection of successful bidder for the tender Ref. No.:** _____ **Dated: .**

We are pleased to submit our Financial Proposal for the above tender.

- 1) We hereby declare that our Financial Proposal is unqualified and unconditional in all respects.
- 2) The Financial Bid has been quoted without seeking any minimum guaranteed support from AIESL.
- 3) Financial bid will cover all charges required for successful completion of the project with no hidden charges.
- 4) Prices are only quoted in the financial bid and no price element is mentioned in the technical bid.
- 5) If any price element is found in the technical bid, we are liable to be rejected from the bidding process.
- 6) Our attached Financial Proposal is as follows:

Sr No	Item	Amount in INR (to be) (I)	Tax % (II)	Tax Amount (III)	Any other charges (IV)	Amount in INR (Including all) (V)=(I)+(III)+(IV)
1	Cost of each All in One(AIO) Desk Top for the model..... & make..... offered including delivery at at AIESL Locations and installation, commissioning complete in all respects with 3years Onsite warranty.					
2.	Total Cost of supplies of 800 AIOs					800x (V) above

1. The price quoted above by the Bidder is inclusive of applicable taxes.
2. The price components should be inclusive of all taxes, duties, boarding, lodging, travel expenses (if required)and any other charges. No fee other than agreed Fee as per Form 8 shall be paid to the Successful bidder.
3. All statutory/government taxes, duties, surcharges, GST etc. would be as applicable at the time of invoicing/releasing of payments.
- 4. Supplies to NAGPUR location which is in SEZ shall be zero rated supplies, hence no GST/taxes shall be attracted.**
- 5. Bidder must submit financial proposal in the format prescribed in Form 8. Any deviation proposed by the bidder will make the bid liable to be rejected.**

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the Authorized

signatory)(Name and rubber seal of the Bidder)

16.Forms and Format

Form- 03 DECLARATION

(On Letter head of Bidder)

To,
AI Engineering Services Ltd.
(AIESL),2nd Floor, CRA
Building, Safdarjung Airport
Complex,
New Delhi-
110003.011-
24600777

M/s.....(name of Bidder) having its registered office at --
----- (hereinafter referred to as 'the Bidder') having
carefully studied all the Tender documents, specifications, etc. and agree to all terms and conditions
pertaining to the this tender Ref:.....", and
having undertaken to execute the said works.

It is declared without any reservation whatsoever that:

- 1) The submitted Technical Bid/Price Bid proposals are without any deviations and are strictly in conformity with the documents issued by AIESL,
- 2) In case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us,
- 3) We are familiar with all the requirements of the Contract and has not been influenced by any statement or promise of any person of AIESL,
- 4) We are experienced and competent Bidder to perform the Contract to the satisfaction of AIESL and are familiar with all general and applicable laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India .
- 5) We hereby authorize AIESL to seek reference from our bankers for its financial position and undertake to abide by all labor welfare legislations, and

The above statement submitted by us is true and correct to our best knowledge.

Dated:

For and on behalf of the bidder

Form-4

Declaration regarding Class-I or Class-II Local Supplier

To,

AI Engineering Services Ltd. (AIESL),

Bid No: -.....

Declaration regarding Class-I/II local supplier under Public Procurement (Preference to Make in India) order along-with details of the location(s) at which the local value addition is made.

Item Description	Country of Origin	% Of Local Contents*	Details of the location(s) at which the local value addition is made
All in One(AIO) Desk Top Computers offered in this tender	India		

*Bidder is required to fill the local content % in the column above for the products offered in this tender as per Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order201711 and the Orders issued by the Nodal Ministry from time to time.

Dated:

For and on behalf of the bidder

With seal of the Company

Form-5
Letter of Application
(On Letter Head of Bidder)

To,

AI Engineering Services Ltd. (AIESL),

Sir,

1. Being duly authorized to represent and act on behalf of **Name of the Bidder** ----- (hereinafter referred to as 'the applicant'), and having reviewed and fully understood all the pre-qualification information provided, the undersigned hereby apply to be pre-qualified by yourselves as a bidder for the works of
Attached to this letter are copies of original documents defining
 - a. The Applicant's Registration/ Legal Status (as per Prequalification/ Eligibility Criteria)
 - b. The principal place of business.
 - c. The place and date of incorporation
2. You and your authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this service, and to seek clarification from our bankers and clients regarding any financial and technical specifications. This letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information and requested by yourselves to verify statements and information provided in this application, or regarding the resources, experience, and competence of the applicant (s).
3. This service is made in the full understanding that:
 - a. Tenders by prequalified Applicants will be subjected to verification of all information submitted for prequalification at the time of tendering.
 - b. You reserve the right to:
 - i. Amend the scope and value of any contracts to be tendered under this Project. In such event, tenders will only be called from prequalified bidders who meet the revised requirements; and
 - ii. Reject or accept any application, cancel the prequalification process, and reject all applications; and
 - c. AIESL shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them.
4. The undersigned declare that the statements made, and the information provided in the duly completed Application are complete, true, and correct in every detail.

Signature

Name

For and on behalf of (Name of Applicant)

Form-6
Undertaking by Bidder towards Anti-profiteering Clause of GST Act / Rules
(To be submitted on letter head)

To,

AI Engineering Services Ltd. (AIESL),

Sub.:

Dear Sir,

We, M/s..... (Name of Bidder) have submitted bid dt. for the aforesaid RFP.

Section 171 of CGST Act. / SGST Act. stipulates that it is mandatory to pass on the benefit of reduction in rate of tax on supply of Goods or Services or availability of Input Tax Credit, by way of commensurate reduction in prices.

Accordingly, it is certified that we have duly considered the impact of Input Tax Credit available on supplies in the GST regime, in our quoted prices. Further, any additional benefit of ITC if available to bidder shall be passed on to AIESL.

Further, we hereby confirm that our quoted prices are duly considering maximum possible benefit available and follow the aforesaid Section 171 of CGST Act/ IGST Act.

Further, if any refund on account of GST is received from the Government in future by the Bidder under any GST Refund/ Exemption or Subsidy Scheme, the same shall also be passed on to AIESL.

In case this declaration is found faulty in any manner, we shall fully be responsible for the consequential effect including making good of any losses of interest etc. to AIESL

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Form-7

Format for declaration by the Bidder – Bank Insolvency

“Self-Declaration by the Bidder on Letter Head”

To

AI Engineering Services Ltd. (AIESL),

I/ We, M/s _____ (Name of Bidder) hereby certify that proceedings for insolvency under the Insolvency and Bankruptcy Code, 2016, or as amended from time to time, have not started, against us and/ or our Parent/ Holding company _____ (Name of Parent/ Holding company).

*Strike out if not applicable

(Seal & Signature of Bidder)

Form 10
EVALUATION CRITERIA - TECHNICAL BID

, AI Engineering Services Ltd. (AIESL),

Evaluation Criteria: Technical Bid

1. The Bidders must meet all the mandatory technical qualification criteria as listed in Section 11 of this tender. Should a bidder fail to comply with one or more of the mandatory criteria, his bid will not be evaluated any further.
2. The Bidders are to provide the detailed write-up under each item of their offered product listing the main / successful bid features of each process / function including references / whichever and wherever applicable, along with process flow charts and screen shots, to support their compliance claims made in successful bid response to the tender requirements / successful bid specifications. Attach separate sheets, as necessary.
3. **AIESL** would evaluate the successful bidders based on the detailed information as provided. The decision of **AIESL** in this regard shall be final.

We have studied all the terms and conditions , Evaluation Criteria -Technical Bid and agree to abide the same in total.

Authorized signatory of the bidder: _____

Name: _____

Designation: _____

Bidder's Company Name & Seal: _____

Business Address:

Form 10 A

TECHNICAL BID FORMAT

To be printed on the Bidder's Company Letter Head

To,

AI Engineering Services Ltd. (AIESL),

Ref. No:

Date:

Dear Sir,

Sub: Technical Bid as per your Tender No. ----- dated-----

With reference to your tender ----- **dated**-----for Procurement of All in One Desk Top Computers **to AIESL**, we hereby submit our **Technical Bid** as per requirements mentioned in **Section 10** and **11**.

We also agree to the General Terms & Conditions, Work Scope, Workflow and Evaluation Criteria as prescribed in the bidding document.

Thanking you,

Encl:

Authorized signatory of the bidder: _____

Name: _____

Designation: _____

Bidder's Company Name & Seal: _____

Business Address: _____

Form 11

To, EVALUATION CRITERIA - COMMERCIAL BID

AI Engineering Services Ltd.

(AIESL),

Evaluation Criteria: Commercial Bid

1. The commercial bids of Bidders, qualifying in the technical evaluation, will only be opened, and evaluated. The evaluation of commercial bids will be based on price and other terms offered in the Commercial bid as per Section 8,12, and Form 8 of Section 13.
2. The costs quoted should be individually classified under "Recurring" and "Non-Recurring". All such costs would be considered for evaluation of the price bids.
3. It will be the responsibility of the bidder to comply and pay all taxes / levies / duties in the country of origin as well as in India, as applicable for the entire contract.
4. The prices quoted in the commercial bid must be exclusive of all applicable taxes and duties. The taxes and duties components applicable in the country of origin of the Bidder as well as that applicable in India for all the items of commercial bid format should be indicated clearly and separately in the Commercial Bid. In case, no taxes are applicable, it should be indicated as 'NIL' or 'Zero' in the commercial bid format.
5. If the taxes and duties are not mentioned separately, the bid would be deemed to be inclusive of such taxes, levies, and duties applicable in India.
6. TDS (applicable to Indian bidders) shall be deducted by AIESL on all payments, as per applicable Government of India rules & regulations.
7. Any increase in taxes / levies / duties in subsequent years will be reimbursed by AIESL on submission of proof of payment by the bidder. Similarly, in case of any reduction in the taxes / levies / duties from the present level, the benefit will be passed on to AIESL.
8. In case, any new taxes/ levies/ duties are introduced in future by the Government in the country of origin or in India during the period of the contract, the same shall be reimbursed to the bidder by AIESL on submission of proof of such payments.
9. Any other costs not quoted in the commercial bid, but which must be borne by AIESL for implementation of the bidder's solution, would be added to the total bid price for price comparison. The costs for this purpose will be taken from the prevailing market rate. The decision of AIESL in this respect would be final.
10. Unconditional discounts and credits, if any, would be adjusted in the total bid price for price comparison.
11. Conditional discounts and credits, if any offered in the commercial bid, will not be considered for price comparison.
12. Representations, if any, for modifications to the price quoted in the commercial bids will not be entertained after opening of the Tender.
13. Comparative evaluation of the price bids would be based on the costs computed in INR. The prices in commercial bid should be in INR only.

We also agree to the General Terms & Conditions, Work Scope, Workflow and Evaluation Criteria as prescribed in the bidding document.

Thanking you,

Authorized signatory of the bidder: _____

Name: _____

Designation: _____

Bidder's Company Name & Seal: _____

Business Address: _____

Form 12
Formats for Certificates and Undertakings

Form 12 A
From Bidder's any Client / Customer
To be printed on the Client / Customer's Company Letter Head

Ref. No:

Date:

To

AI Engineering Services Ltd. (AIESL),

This is to certify that the M/s (Bidder's name and address) has successfully supplied and installed the AIOs against our Purchase Order Ref Dated(copy of the PO attached) _

Authorized Signatory of
the Client / Customer: _____

Name: _____

Designation: _____

Client / Customer's
Company Name & Seal: _____

Business' Address: _____

Form 12B

Joint undertaking from the Parent Company & Subsidiary (Bidding) Company for meeting the Pre-qualification Criteria

To be printed on the Parent Company Letter Head

Ref. No:

Date:

To

AI Engineering Services Ltd. (AIESL),

1) With respect to Tender no. ----- dated _____ issued by AIESL, this is to certify that M/s (Name & address of the subsidiary who is applicant to the tender) _____ is the subsidiary company of M/s (Name & address of parent company) _____

2) At present, our subsidiary company M/s _____ does not have the required turnover of ₹ ----- during the last financial years as stipulated in the AIESL tender no. **AIESL**----- dated _____ for the reason stated below:

- a) _____
- b) _____

3) However, our subsidiary company M/s _____ is interested to be an applicant to the above-mentioned tender and therefore to fulfill the requirement of the tender clauses and any contract that may be entered with AIESL in respect of this tender, if successful in winning the bid, M/s (the parent company) _____ hereby declares as under:

- a) That, we shall act as a confirming party to the performance of our subsidiary company M/s _____
- b) That, we shall stand as a guarantee towards performance of our subsidiary company in respect of contract with AIESL for the above-mentioned tender and there shall be a joint and several responsibilities of the parent company and the subsidiary company towards meeting the obligations and commitments of the Tender.

Signature: _____

CEO of Parent Company

Name: _____

Name of the Company: _____

Seal / Stamp of the company: _____

Signature: _____

CEO of Subsidiary (Bidding) Company

Name: _____

Name of the Company: _____

Seal / Stamp of the company: _____

Form 12C

Bank Guarantee Format for Security deposit

To

AI Engineering Services Ltd. (AIESL),

WHEREAS _____ (Name and address of Bidder)
(Hereinafter called "Bidder") has undertaken, in pursuance of Contract no. _____
dated _____ (Herein after called "Contract") to deliver all the Services comprised in the
Contract and agree to abide by the terms and conditions of the Contract.

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a
bank guarantee by a Scheduled Commercial bank in India recognized by you for the sum succesful
bidderecified therein as Security deposit amounting to ₹ _____
_____), for compliance with its obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder such a bank guarantee.

NOW THEREFORE, we _____ Bank, a body corporate incorporated /
constituted under (*) Act, (*) with its CIN (*), and having its Registered/Head Office at (*) and among others
a branch at (*), hereby affirm that we are guarantors and resuccesful bidderonsible to you, on behalf of the
bidder, up to a total of Rs. _____
(_____) , and we undertake to pay you, upon your first written demand declaring Bidder to be in default under the
Contract No. _____ and without demur or protest, 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 of the sum succesful bidderecified therein.

We hereby waive the necessity of your demanding the said debt from Bidder 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 Bidder
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 Bank Guarantee shall be valid until the _____ day of _____ 20

..

(Signature of the authorized officer of the Bank) _____

Name and designation of the officer _____

Date: (_____) **Place:** (_____)

Form 13
PRE-BID QUERY - TECHNICAL BID

To be printed on the Bidder's Company Letter Head

To

AI Engineering Services Ltd. (AIESL),

We hereby wish to seek the following clarification on the various clauses to the tender terms, conditions, functional requirements, and technical requirements as mentioned in the AIESL tender.

Sr. No.	Annexure No.	Clause No.	Query / Clarifications

Signature of the Bidder: _____

Name of the Bidder: _____

Company Name & Seal: _____

Business' Address: _____

Form 14
PRE-BID QUERY - COMMERCIAL BID

To be printed on the Bidder's Company Letter Head

To

AI Engineering Services Ltd. (AIESL),

We hereby wish to seek the following clarification on the various clauses to the tender terms, conditions as mentioned in the tender on commercial bid of the tender.

Sr No.	Annexure No.	Clause No.	Query / Clarifications

Signature of the Bidder: _____

Name of the Bidder: _____

Company Name & Seal: _____

Business' Address: _____

Form 15

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(To be submitted by Bidders seeking exemption under provisions of MSE's refer para 8.5 of this document)

(On Bidder's Letter Head)

To,

AI Engineering Services Limited

I / We, the authorized signatory of M/s....., participating in the subject tender No ----- for the item / job of....., do hereby declare the following:

1. That I / we have availed the benefit of waiver of EMD under MSE's provisions while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
2. That in the event we withdraw / modify our bid during the period of validity or I/we fail to execute formal contract agreement within the given timeline or I/we fail to submit a Performance Security within the given timeline or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be barred from being eligible for bidding / award of all future contract(s) of AI Engineering Services Limited for minimum period of One year from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory..... .

Bidding Organization Name

Form 16

Format for self-declaration on “ No Conflict of Interest”

To be submitted on Bidders Company’s letterhead

To

AI Engineering

Services Ltd.

Subject: Undertaking for No conflict of Interest.

Dear Sir,

In accordance with this RFP document, we _____(Name of the Bidder)wish to declare that

I/We Name of the bidder confirm that I/We do not have any relative, who is an employee of AIESL and who is likely to benefit us during the Award / Implementation of this contract.

I/We also indemnify that any subsequent detection of direct or indirect beneficiary of any application / award of the contract to any employee of this organization may result in disqualification / termination. AIESL will have the sole discretion to do so, and such cases cannot be referred for arbitration.

Yours faithfully,

(Signature of the authorized signatory)

(Name and Designation of the authorized signatory)

(Seal of the Bidder)

Date:

Place: