

Hiring of Service Provider for INSTALLATION/MAINTENANCE OF ALL HARDWARE AND SOFTWARE ALONG-WITH IT HELP DESK SERVICES at AIESL locations

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1. Notice Inviting Tender (NIT)

Tender No. AIESL/Corporate Office New Delhi/17/220658 dated 23-12-2022 “Hiring a Service Provider for Installation/Maintenance of all Hardware and software along-with IT Help desk Services at AIESL”

1. E-tenders through GeM portal/AIESL website are invited from eligible and qualified bidders for INSTALLATION/MAINTENANCE OF ALL HARDWARE AND SOFTWARE ALONG-WITH IT HELP DESK SERVICES

Schedule No.	Brief Description of Goods/ services	Earnest Money (in Rs.)	Remarks
1	Tender document for hiring a Service Provider for INSTALLATION/MAINTENANCE OF ALL HARDWARE AND SOFTWARE ALONG-WITH IT HELP DESK SERVICES	Rs 200000	Bidders must submit the Earnest Money deposit (EMD) (in INR) along with Pre-Qualification Bid (PQB) as mentioned in Instruction to Bidder section 5

Table 1: Notice inviting tender

Criteria	Description
Type of tender (QCBS)	National Competitive Bidding (NCB), Single Stage Two Bid System with Part I – Technical bid & Part II - Financial Bid
Authority in whose favour all tender related financial instruments, (DD, Bankers Cheque) are to be made.	“AI Engineering Services Limited” Payable at Delhi
All Financial Instruments to be payable at:	Delhi
Date of issue of tender documents:	23.12.2022, Friday, 05:00 PM

Criteria	Description
Place of Pre-Bid Conference	03-01-2023, Tuesday, 11:00 AM at AI Engineering Services Ltd. (AIESL), 2nd Floor, CRA Building, Safdarjung Airport Complex, New Delhi-110003. 011-24600777 (Remotely or in person)
Place, Time, and date before which Written queries for Pre-bid conference must be received.	All pre-bid queries by bidders may be sent in written to sandeep.dungriyal@aiesl.in & raj.gupta@aiesl.in 03-01-2023, Tuesday , before 10:30 AM as per the format specified in the RFP. Any verbal queries other than the written ones pre-submitted will not be entertained during the pre-bid meeting. The bidders may visit AIESL location before pre-bid meeting to make any assessment relating to Site preparation and other requirements. For such visits, requests may be sent to sandeep.dungriyal@aiesl.in & raj.gupta@aiesl.in with complete details of the organization and team members visiting the Site for getting necessary prior approvals.
Closing date and time for receipt of tenders	12.01.2023 Thursday up to 02:00 PM
Last date for submission of EMD	12.01.2023 Thursday up to 02:00 PM
Place of receipt of tenders	Either through e-tendering portal GeM https://gem.gov.in or in hard copy, sealed and sent to AIESL corporate office (address mentioned below).
Time and date of opening of tenders Part 1- Technical Bid Time, and date of Opening of Price (Financial) bid would be intimated later only to the bidders shortlisted in Part 1	12.01.2023 at 2.00 PM at AI Engineering Services Ltd. (AIESL), 2nd Floor, CRA Building, Safdarjung Airport Complex, New Delhi-110003. 011-24600777 (Remotely or in person)
Officer to be contacted for clarifications/ help:	sandeep.dungriyal@aiesl.in and raj.gupta@aiesl.in

2. Disclaimer

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

3. Preamble and Abbreviations

3.1 Preamble

AIESL is interested in selection of reputed Service Provider (SP) for INSTALLATION/MAINTENANCE OF ALL HARDWARE AND SOFTWARE ALONG-WITH IT HELP DESK SERVICES.

3.2 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.	NSPC	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.	SP	Service Provider
65.	MAF	Manufacturer Authorization Form
66.	FMS	Facility Management System
67.	ITSM	Information Technology Service Management
68.	EUD	End User Device
69.	ITB	Instruction to Bidder

4. Introduction

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

With a great skill set, huge professional experience and competency, AIESL manages and maintains Airbus, Boeing & ATR's fleet with the Technical Dispatch Reliability of more than 99%. With major hangars and bases located at all the major metros, AIESL is maintaining fleet comprising 76 Airbus 320 family aircraft (20 A319, 09 A320, 27 A320 NEO & 20 A321), 72 Boeing aircrafts (24 B737, 04 B747, 17 B777, 27 B787), and 18 ATR (18 ATR-72).

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

The financial performance of your company during FY (Financial Year) 2020-21 was as under:

- The operating revenue has decreased from Rs. 1402.83 crores in the previous year to Rs. 1160.02 crores in the current year and the total revenue decreased from Rs. 1427.59 crores to Rs. 1185.54 during the period i.e., a decrease of approx. Rs. 242.05 crores (17%).
- As against this, the total expenditure of the company decreased from Rs. 1320.38 crores (restated) to Rs. 1195.12 crores in the same period with a decrease of approx. Rs. 125.26 crores (9.48%).
- The company has earned a net profit of Rs.11.94 crores in FY 2020-21 as compared to net profit of Rs. 24.24 crores in FY 2019-20.

4.1 Vision & Mission

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

4.2 Future planning

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

5. Instruction to Bidder

5.1 General Instructions

The bid shall be furnished under National Competitive Bidding (NCB), Single Stage Two Bid System with Part I – Technical Bid & Part II - Financial Bid I. AIESL invites interested bidders for selection of a service provider for INSTALLATION/MAINTENANCE OF ALL HARDWARE AND SOFTWARE ALONG-WITH IT HELP DESK SERVICES on Open Tender considering QCBS criteria for selection as per enclosed Bill of Quantity & Price. The complete tender can be downloaded from GeM Portal <https://gem.gov.in> and AIESL's website.

The Tender Document comprises of documents listed below and addenda issued if any:

- Section I – Notice Inviting Tender.
- Section II – Disclaimer.
- Section III – Preamble and Abbreviation.
- Section IV – Introduction.
- Section V- Instruction to bidder.
- Section VI- Scope of Work.
- Section VII- Bid Evaluation and Eligibility criteria.
- Section VIII- General Condition of Contract.
- Section IX – Special Condition of Contract.
- Section X – Service Level Agreement.
- Section XI – Forms and Formats.
- Annexure 1

*This will supersede the 'General Terms and Conditions (GTC)' available on GeM Portal.

5.2 Instructions for online bid submission:

The Technical Bid and Price Bid is to be submitted on-line at GeM Portal <https://gem.gov.in> or sent as hard copy sealed as mentioned in section 1 Notice Inviting tender. The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using registered GeM user ID. The instructions for Seller's registration, User creations, Bid Participation Manual are available on GeM Portal under Training Module.

5.3 Assistance to Bidders:

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the relevant contact person indicated as below:

Mr. Raj Kumar Gupta
AI Engineering Services Limited (AIESL)
CRA Building, Safdarjung Airport Complex
New Delhi-110037
India
Tel: 9818392630
Email: raj.gupta@aiesl.in

Note: Bidders are requested to kindly mention the URL of the Portal and BID No. in the subject while emailing any issue along with the Contact details.

- i) Bidder may visit FAQ Section of GeM Portal to find answers to common queries put forth by other Buyers, Sellers & Service Providers at <https://gem.gov.in/userFaqs>
- ii) For any technical queries please call at **GeM Portal Helpdesk Number (Toll Free):** 1800419-3436; 1800-102-3436

E-mail: helpdesk-gem[at]gov[dot]in

Signature of the Bidder

If so desired, a representative of the 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

A pre-bid conference will be held 03.01.2023, Tuesday, 11:00 AM at AIESL, 2ndFloor, CRA Building Safdarjung Airport, New Delhi-110003 –INDIA. Bidder can join the meeting remotely or in person. A maximum of two representatives of each prospective bidder would 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:

E-mail: raj.gupta@aiesl.in

The technical bid, and commercial Bid opening venue will be at the office AIESL, 2ndFloor, CRA Building Safdarjung Airport, New Delhi-110003 –INDIA.

Bids of only those Bidders who are meeting the Eligibility Criteria as mentioned in this document will be considered for evaluation and award of the Contract. Bidder will submit requisite supporting documents and testimonials with their Bids to prove their credentials and claim of meeting the eligibility criteria.

5.4 Bid Security Declaration:

As per provision's made in Gem portal, bidders must pay the amount required to download the tender document. EMD amount of Rs 2,00,000 shall be furnished in one of the following forms:

- a) Account Payee Demand Draft
- b) FD

Any other mode of payment will not be accepted in any case. The demand draft shall be drawn on any scheduled commercial bank in India in favor of "AI Engineering Services Limited" payable at Delhi. EMD will be returned through e-payment system without interest to all unsuccessful bidders. The earnest money (EMD) shall be valid for a period of 45 days beyond the validity period of the tender.

Bid securities of unsuccessful bidders during first stage i.e., technical evaluation will be returned within 30 days of declaration of result of first stage itself i.e., Pre-qualification evaluation. Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security.

5.5 Clarification of Bidding Documents:

A prospective Bidder requiring any clarification of the bidding documents may notify to contact person by e-mail at the address indicated in the ITB. The AIESL will respond to any request for clarification received prior to the Pre-Bid date as indicated in GeM Bid. AIESL's response will be published on the GeM portal <https://gem.gov.in>, and its 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 and it will be the sole discretion of AIESL to respond to queries beyond pre-bid date. 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.

5.6 Amendment of Bidding Documents:

Before the deadline for submission of bids, the AIESL may for any reason, whether at its own will or in response to a clarification requested by a prospective Bidder, modify the bidding documents by issuing addenda.

Any addenda/ corrigenda issued prior to submission of bids would be put up on the GeM portal <https://gem.gov.in> and AIESL's website. 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/ corrigenda/ clarifications published on the website and have submitted their bids accordingly.

To give prospective 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.

5.7 Bid Offer Validity:

The Proposal shall be valid for a period of ninety (90) calendar days from the date of opening of tender.

Prior to expiry of the validity period of the Proposal, AIESL may request the Bidders to extend the validity period of the Proposals. The request and the response 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.

5.8 Online Submission:

Part-I: This shall be named **“Technical Bid”**. No bid price related information shall be mentioned in the **Technical Bid**. **Technical Bid** shall comprise:

- a) Documentary evidence in support of the qualification criteria
- b) Declaration regarding Insolvency and Bankruptcy Code 2016 as per Form 4
- c) Form of Declaration and Bid Proforma as per format appended in Section 11
- d) Summary of Information on Proposed Manpower
- e) Undertaking by Bidder towards Anti-profiteering Clause of GST Act/ Rules as per format appended in Section-11, Form 3
- f) Goods and Services Tax Registration No., PAN, EPF Registration No*
- g) Other Supporting documents as per the tender requirement are to be uploaded and attached with the tender.

Part-II: It shall be named **“Financial Bid or Price Bid”** and shall comprise of Bill of Quantity and Price.

Financial Bid shall be submitted in Electronic Form on the GeM portal or sent as hard copy sealed as mentioned in section 1 Notice Inviting tender . Submission of the “Financial Bid” by any other means shall not be accepted by AIESL in any circumstances.

5.9 General Instructions:

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.

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.

The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in electronic form.

The services covered by this Bid specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the bidder, clarification may be sought 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.

The bidder shall submit rate analysis of quoted price if so desired by the AIESL.

Any addition, deletion or substitution in the bid document is not permitted. Failure to do so may render the bid liable for summarily rejection. The Contract shall be for the whole Works, based on the ‘Bill of Quantity and Price’ submitted by the Bidder.

5.10 Opening and Evaluation of Bids by AIESL:

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

Online Technical Bids (i.e., Part-I) shall be opened first.

Part-I i.e., Technical Bids shall be evaluated for establishing eligibility of the bidder as well as techno-commercially responsiveness as per bid conditions, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

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 responsive 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 responsive Bidder. Bidder(s) can view Bid opening event on the GeM portal <https://gem.gov.in> or over online call at their end.

The Financial Bids of Bidder(s), who are not considered eligible and responsive, shall not be opened. The decision of the AIESL will be final and binding in this regard.

5.11 Examination of Bids and Determination of Responsiveness’:

During the detailed evaluation of “Technical Bids or Techno-Commercial Bid”, the AIESL will determine whether each Bid:

- a. Meets the eligibility criteria defined in Section 5 ITB
- b. Has been properly Signed
- c. Is accompanied by the required bid securities declaration
- d. Is **substantially responsive** to the requirements of the bidding documents. During the detailed evaluation of the “Financial Bids”, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., Bill of Quantity and Price, Technical Specifications, if any.

A substantially responsive “Bid” is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:

- a. Which affects in any substantial way the scope, quality, or performance of the Works.
- b. Which limits in any substantial way, the 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 responsive bids or
- d. Which is inconsistent with the bidding documents,

If a **“Bid” is not substantially responsive**, it will be rejected by the AIESL, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

During technical qualification/ commercial Bid evaluation, the AIESL may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or e-mail or through the GeM portal, 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 the AIESL’s request for clarification, its Bid may be rejected.

5.12 Evaluation and Comparison of Bids:

The AIESL will evaluate and compare the submitted bids on **QCBS** criteria as per section 7 whose bids are determined to be substantially responsive and pre-qualified in accordance with Section 5 and section 7.

5.13 Award Criteria & AIESL’s Right to accept/ reject any or all Bids

AIESL will award the Contract to the Bidder who has offered the lowest evaluated Bid price on Quality cum Cost Based Selection (QCBS) criteria, provided that such Bidder has been determined to be ((a) eligible in accordance with the provisions of Section 7 Bid evaluation and eligibility criteria; (b) determined substantive responsive and (c) who has offered the lowest Evaluated Bid Price on QCBS criteria.

AIESL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed of

the same by AIESL unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific, or economic interest of the state or lead to incitement of an offence.

The bidder whose bid has been accepted will be notified of the award by the AIESL prior to expiration of the Bid validity period through the “Letter of Acceptance/ Letter of Award”, which will state the sum that AIESL will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract.

The notification of award will constitute the formation of the Contract until the Formal Agreement is signed. The successful bidder shall execute Contract Agreement and sign the Integrity Pact (wherever applicable) with AIESL on non-judicial paper of appropriate value as per Stamp Act in the format appended within 28 days from the date of issue of Letter of Acceptance/ Letter of Award.

5.14 Fraudulent Practices

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 purposes of this provision, the terms set forth below as follows:

- a. **“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.
 - b. **“Fraudulent practice”** means a misrepresentation of facts to influence a procurement process, or the execution of a contract deemed to be detrimental to AIESL and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive AIESL of the benefits of free and open competition.
- 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.
 - 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.
 - Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent / corrupt practices during the currency of the Contract.
 - EMD or Security deposit shall be forfeited in addition to the above-mentioned remedies which AIESL shall have taken.
 - Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions. However, any deviations required must be provided in the format specified in Section 13. AIESL will have the final right in accepting or rejecting any such deviations for the purpose of this contract.
 - Bidders are advised to note that taking deviation to following terms and conditions of Tender shall lead to rejection of their Bids:
 - a. Firm/Quoted Price throughout the Contract Period and the extension period
 - b. EMD
 - c. Period of Validity of Bid
 - d. Performance Bank Guarantee / Security Deposit
 - e. Arbitration / Resolution of Dispute
 - f. Force Majeure
 - g. Statutory Compliance to Applicable Laws
 - h. Registration of PF & ESPC in the name of Firm
 - Payment will be made through **ECS (Electronic Clearance Service)**.
 - Successful bidder is required to submit duly verified Bank Mandate form along with copy of relevant cheque leaf, duly cancelled to enable Accounts to make payment through ECS.
 - **TDS shall be deducted by AIESL** from the payment made against these invoices, as per the applicable laws.

6. Scope of Work

AIESL intends to engage the IT Service Management (ITSM) provider responsible for day-to-day operational requirements of commissioning, installation, implementation, maintenance, monitoring, updates, upgrades, replacements, troubleshooting & management of entire IT infrastructure at 11 major AIESL locations. Apart from these 11 major locations (refer Annexure 1), AIESL has presence in 55 outstations/line stations. Remote support at these outstations for FMS to be provided from 11 major office locations region wise. This includes helpdesk setup providing L1/L2 level support for all its ongoing hardware and software components including its communication setup. The procurement of part replacement in case of damage will be AIESL's responsibility. Service Provider, however, must assist AIESL in getting the part replaced through suitable vendors at best possible rates. The following is a detailed list of activities Service Provider must provide in accordance with AIESL requirements.

Duration of support – 5 years

Locations – As per Annexure 1

EUD's list – As per Annexure 1

6.1 Hardware Support

- Bidder will provide L1/L2 level support for EUDs which will include repair and maintenance of the EUDs for which details are provided in the Annexure 1.
- Desktops: All the parts of the computer desktop including CPU, Monitor, keyboard, and mouse etc., where same parts are not available, equivalent compatible part should be provided. Reimbursement of such parts will be on actuals.
- MFD/Printers/Scanner/Video conferencing equipment: All the parts of the printer including logic card, fuser assembly and all other cards and peripherals, where same parts are not available, equivalent compatible part should be provided. Printer cartridges are excluded, and reimbursement of such parts will be on actuals.
- Laptops: All the parts of the laptop excluding Battery and Charger/Adaptor. Reimbursement of such parts will be on actuals.

6.2 Hardware Support - Key Activities and Responsibilities

- The comprehensive maintenance includes preventive maintenance on regular basis of the Desktops, Printers & Scanners, video conferencing equipment and/or replacement of any items necessary for keeping the Desktops, Laptops, video conferencing equipment, Printers and Scanners active and free from any defects/disturbance. Resolution of any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the Desktops, Printers and Scanners and all equipment's mentioned above.
- The installation and commissioning of replaced defective spares with good quality and standard spares will be done by the bidder without any extra charge of any kind. **All spares required for the process will be provided by AIESL.**
- The Detail of machines (PC, Printer, Scanners, etc.) of which AMC is required is attached as Annexure 1 in Excel workbook separately. The list is tentative and is schedule to change as per business requirements. The Service Provider must take note of the same and provide seamless service as per rates quoted in the Bill of Quantity.
- The comprehensive maintenance shall be carried out primarily at the premises of AIESL as specified in the work order, during office hours. In case, the bidder feels that the equipment cannot be repaired at site, they will carry and deliver back the equipment at their own cost and risk to get it repaired promptly. For equipment's already under warranty, bidder will coordinate with the respective vendor for getting the equipment repaired and deliver it back to respective AIESL location.
- The operating environment condition in which the equipment presently installed is quite satisfactory and the Bidder will not raise any condition about the working environments for the equipment covered under AMC.

- If 'End of Service Life' (as mutually agreed between AIESL and the Service Provider) of an asset falls in between any quarter during contract period, Service Provider will intimate AIESL at least 30 days in advance for replacement of the same. However, Service provider shall continue to provide support for these items till AIESL replaces them with new items.
- In case of reinstallation of software, the AMC vendor will not install a pirated copy in any circumstances. The AMC vendor will ensure that AIESL provides the original and licensed version of the software/OS. In case of any issue, the AMC vendor will report it to AIESL of such circumstances in writing.
- There are more than 2000 equipment's which are installed in AIESL and are required to be covered under AMC (refer Annexure 1)
- The successful bidder, as per need and requirement of AIESL, shall ensure appropriate deployment of the manpower. The successful bidder must maintain all the relevant records, register and documents as required.

6.3 Software Support

- Provide software support to all IT assets across AIESL branches, including Desktops, Laptops, Printers/MFDs, video conferencing support and Scanners. Software Support includes recommendation, specification, installation, testing, and troubleshooting of computer systems and peripherals within established AIESL standards/policies and industry best practices.
- The Service Provider shall use remote control tools as preliminary mode of remote problem resolution. The engineer shall take control of user systems for resolving incident remotely first for maximum 30 minutes, subsequently call will be transferred to onsite FMS support personnel followed by engineer's visit if required.

6.4 Software Support - Key Activities and responsibilities

- Software Support for the following - PC, Laptops, Printers, Applications, AD, OS, and any other peripheral systems.
- The Service Provider shall ensure regular backup of EUD's and its restoration as and when required by AIESL with appropriate permissions. Proper check of restorability of backup media needs to be carried out periodically as defined by AIESL.
- Escalation of calls to relevant person / vendor after first level problem isolation.

6.5 Workplace/ Desktop Management

- Install / support / maintain / trouble shoot various software and telephonic support to hardware.
- Provide OS level support.
- Define and resolve problem alerts.
- Patch installation/updating and management in consultation with Corporate Office. Anti-Virus installation/updating and management.
- Installing Microsoft Office, Antivirus, Microsoft System Centre, and other software as required by the AIESL. License Key will be provided by AIESL.
- Installing/ reinstalling/repairing Operating system.
- Taking back up before installation of Operating system as required and restoration if required.
- Installing and Configuring email client like MS Outlook etc.
- Checking and cleaning of logs of the system.
- Configuring Settings of Internet explorer/ Google Chrome/ etc. for proper functioning of the in-house Applications.

6.6 Mail Management Client Level Support

- Management of Mail Server will be the responsibility of AIESL. Approx. no. of mailboxes with AIESL is 2000.

Email client management:

- Management of Mail clients, Install, configure, troubleshoot & upgrade on E Mail Software. (E.g., MS Outlook etc.)
- Provide support for mail clients and establish email connectivity.
- E-Mail support on handy connected devices. E.g.- iPad, iPhone, TAB, Mobile, etc.

6.7 Antivirus/Cybersecurity Management

- Antivirus Management at end user.
- Machines to be updated as and when requirement comes from centralized team.
- Any other IT related activities for which the person would be duly guided and / or trained by AIESL.
- Responsible for reviewing Anti-virus status for all the end user devices/equipment.
- Upgrade Anti-Virus for all the End User devices as per latest version available
- Educate the End User's at all locations on Security compliances to access their devices with caution to eliminate cybersecurity issues.
- Educate and assist in understanding Cyber security requirement.
- Create cyber resilience plan.

6.8 Telecommunication management

- Install / support / maintain / trouble shoot telephone exchange setup spread across 11 major locations of AIESL or any new exchange opening.
- Repair/ replacement of required components as need arises in consultation with AIESL.
- Regular health checks for telephone systems to ensure longevity and proactive diagnosis of potential problems.
- Provide support on services related to change or update of telephone exchange mandated by a public network operator.

6.9 DOCUMENTATION

- Service Provider will provide support for coordinating with other external vendors (such as ISPs etc. providing IT services to AIESL) for resolution of the problems related to IT issues/projects. The Scope includes documenting contact details of vendors, call logging etc. The following is required as part of documentation and reporting and should cover IT vendors of AIESL at all locations.
- Documentation & Reporting Deliverables:
 - a) Maintaining database of all vendors, contact person/Telephone / Fax / Email, etc.
 - b) Escalation Matrix / Response time.
 - c) Co-ordinate with vendors for email technical support & other technical problems.
 - d) Generate reports of calls logged, resolved, escalated, and pending with time and date and monitor vendor performance using tools.
 - e) AIESL software/hardware configuration, network diagrams documentation.

Reports

- Service Provider shall submit the reports on a regular basis in a mutually decided format & frequency. Softcopy of these reports shall be delivered automatically via email at specific frequency and to the pre-decided list of recipients. Service Provider shall submit certain information as part of periodic review as and when required by AIESL.

Following is the indicative list of reports:

- Log of backup and restoration undertaken.
- Summary of issues / complaints logged at the Help Desk.
- Summary of resolved unresolved and escalated issues/complaints.
- Summary of resolved unresolved and escalated issues/complaints to OEMs/SP/AIESL support teams.
- Mail traffic report - list of top users sending /receiving highest number of mails.
- Issues/Complaints Analysis report for virus calls, call trend, call history etc. Summary of systems rebooted.
- Summary of issues /complaints logged with the OEMs.
- Summary of changes undertaken including major changes like configuration changes, patch upgrades, and minor changes like log truncation, volume expansion, user creation, user password reset etc.

Service Operations, listing out:

- Service Desk Management - Location wise call summary for all on-site locations for last three months.
- Helpdesk Management, listing out priority/severity wise calls logged with comparison for past three months.

- Incident Management, giving category wise call details for critical overhaul areas with comparison for past three months.

Operational Activities

- Location wise weekly visits done for off-site and attendance of the on - site resource personnel.
- Service wise performance of activities as per scope of individual service areas.

Incident reporting (to be submitted within 48 hours of the incident)

- Detection of security vulnerability with the available solutions / workarounds for fixing.
- Hacker attacks, Virus attacks, unauthorized access, security threats, etc. with root cause analysis and the plan to fix the problems.
- Detection of cyber security vulnerability if any and support to remediate the same.
- Software license violations.

6.10 Helpdesk Support/Ticketing Management System

The Service Provider shall setup a helpdesk which shall address the issues raised (using ticketing tool to be provided by Service Provider) by AIESL across all the locations. The helpdesk shall provide L1(Localized) and L2(Centralized) support to all AIESL locations as per location specific business hours for any kind of troubleshooting/ operational support. Timings may be changed later to cover 24-hour shift patterns. Hence service provider should provide flexibility in manpower deployment and deploy additional manpower as per AIESL requirements.

SI shall supply and implement “Helpdesk” after the Go-Live, with ticketing tool along with necessary perpetual licenses in the name of AIESL. AIESL will have right to use the helpdesk tool after completion of contract period. SI shall handover all the necessary software, licenses, and admin user/passwords etc. to AIESL required for the communication of ticketing tool. The Helpdesk Solution should be provided on a capex model to the AIESL. The bidder should factor all license cost in Commercial Bid format.

The bidder is required to train AIESL’s team on the operations & administration of the helpdesk tool. The bidder is required to ensure that all tools are upgraded to the newer version of the tool along with the corresponding customization at least 6 months prior to the completion of either “End of Life” or “End of Support” of the tools without causing any business downtime and/ or service disruption. The Service Provider should be capable of installation, configuration and using the tool and perform the following activities:

- Helpdesk/Service Desk
- Fault Management
- Incident, Problem and Change Management
- Remote Control
- SLA management & monitoring
- Performance management
- Monitoring Backup and Management
- Event Management
- Taking control of remote desktops
- Remote Management of Desktops - installation, configuration and troubleshooting of operating system, Anti-virus, and all user Applications in the desktops/laptops.
- Remote installation of patches
- Remote routine maintenance of PCs (e.g., cleaning up file system debris, defragmenting drives, running malware scans, etc.)
- Taking back-up while configuring new systems.
- Guide and direct users to relevant desk/department/individuals in case support required is not under scope of deliverables by the Service Provider and carrying out related activities.

The helpdesk should fulfil the following functionalities:

- Helpdesk resource should log all ticket received through various channels e.g., phone, email, SMS, MS-teams etc.
- The Help desk team should be able to post the response back to the concerned people.
- **Helpdesk should classify and assign the ticket in appropriate section of ITSM services and other AIESL internal applications including SAP, RAMCO, and Network.**

- If needed, the concerns/service requests can be escalated to concerned IT team who will be able to investigate it.
- Generate status report of pending/closed concerns on a daily/weekly/monthly basis.
- Helpdesk should ensure that all calls to IT helpdesk are logged at a central helpdesk. All calls logged will have to be monitored and assigned to respective team /engineer / analysts and tracked for proper closure within the specified SLA limits. Helpdesk would ensure that the calls should be updated with the diagnosis carried out to close the call.

6.11 Inventory Management

- SP should maintain the Catalogue of software and hardware from all major OEMs/Principals on periodic basis.
- SP should initially, complete inventory of all IT assets at AIESL independently share the same with AIESL and reinitiate the process at periodic mutually agreed intervals.
- Software Licenses Tracking & Management - SP should include in inventory, number of licenses for software which AIESL has purchased and how many have been deployed/entitlement type etc.

6.12 Patch Management

- The ITSM service should include a patch management solution that offers all the patching, application/software delivery, license metering and asset inventory management capabilities, for Windows and non-windows operating systems.
- All critical application/software should also be patched as soon as patch/upgrade is available.
- Assist, Develop, Manage and Monitor suitable Policies, Procedures, and deployment strategy for Patch Management.
- Maintain an up-to date plan for deploying and managing patches.

6.13 Preventive maintenance Scope

- Physical cleaning using blower
- Bios updates
- OS and antivirus patch updates
- Software updates
- Inventory update
- Any other related activity

Note: At present, FMS services are expected at 11 major locations and 55 sublocations/outstations of AIESL (refer Annexure 1 of this document). Minimum manpower to be deployed is provided in Annexure 1 attached to this document. However, the bidder is expected to propose a suitable team structure, composition, and number of engineers as a separate document to be deployed for the engagement. The final number will be mutually agreed upon by AIESL and the Service Provider.

Most EUD's are out of warranty period and aged, SP should take necessary action to provide seamless service to AIESL.

The service provider shall not be held liable for any penalties in the case of following:

- Repair/ renewal of equipment's that have become defective due to external causes such as vibrations, excessive humidity, disruptions in power supply, improper handling and any other natural disaster that can cause an impact on the functioning of all equipment's.
- Work involving replacement of supplies such as paper, ink, ribbon, optical media etc.
- Services related to change or update of a telephone exchange setup due to external causes for which the service provider can't be held responsible for.

6.14 Responsibilities of AIESL

- AIESL shall constitute a project governance structure with adequate representation from all the stakeholders to review the recommendations of the SP and accord necessary approvals. AIESL shall discharge the following responsibilities for successful implementation of the project.
- Mobilize appropriate AIESL personnel.

- Review and award timely approvals to the documents / requests / deliverables, etc. received from the SP.
- Review the bottlenecks highlighted by SP on a regular basis and resolve the issues.
- To facilitate the smooth functioning and able administration of the project, AIESL shall on a reasonable effort basis, as far as practicable, provide support for the infrastructure needed at AIESL premises. This may include office seating space along with network connectivity and power supply.
- To facilitate the smooth functioning and execution of the project, AIESL shall, as far as practicable, provide all necessary approvals, reviews as may be applicable on a reasonable effort basis as expeditiously as possible, provided hereinafter that the documents/subject matter on which such approvals/reviews are sought shall be accurate, unambiguous, and qualitatively satisfactory in the opinion of AIESL.
- Project to be executed by the SP dedicated team at AIESL locations. All equipment required for deployment should be provided by the SP. AIESL will provide only the sitting space for SP dedicated team when required.

7. Bid Evaluation and Eligibility Criteria

7.1 Pre-Qualification Criteria

Applicants that meet the minimum eligibility criteria set out below regarding financial soundness and technical strength shall stand pre-qualified.

S. No.	Eligibility Criteria for Bidders	Documentary Proof Required	Mandatory Yes/No
1.	The Bidder should be a Registered Company in India under the 'Companies Act' and should be in existence in India for more than five (05) years as on 31.12.2022.	Copy of the Certificate of Incorporation issued by Registrar of Companies.	
2.	The bidder should have an average annual financial turnover of at least Rs200 Crore for the last three financial year's viz. 2019-20, 2020-21, and 2021-22.	Audited financial statements / Certificate from Auditor	
3.	The bidder should have made Net Profit after taxation in the last three financial years viz 2019-20, 2020-21, and 2021-22.	Audited financial statements / Certificate from Auditor	
4.	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.	Self-declaration by the Bidder	
5.	Bidder should have its own Support centre for Telephonic and Remote Assistance Services covering PAN India locations.	Self-Declaration along with the details of the support centres.	
6.	The bidder should have engaged in supplying and providing maintenance services (at least two) of infrastructure in India in last 5 years from the date of issue of RFP covering the following: a.) Hardware/Software management b.) Operating System/ Anti-virus management etc.	Bidder should provide Purchase Order(s) together with the project completion / installation report duly signed & sealed by the respective Bidder's customer (The Purchase Orders & the installation /Project completion reports should have dates)	

7.	The bidder should have had experience of providing at least two L1 & L2 support systems in last five (5) years from the date of issuance of RFP including maintenance of all hardware, software, in India having at least 200 employees in India.	Bidder should provide Purchase Order(s) together with the project completion / installation report duly signed & sealed by the respective Bidder's customer (The Purchase Orders & the installation /Project completion reports should have dates)	
8.	The bidder should have its own technology teams/ service line internally in the organization for providing support to the on-site team in case of critical technical issues.	Self-Declaration on Bidder Letter head/ Declaration of payroll of Bidder's employees	
9.	The bidder should be ISO 9001, 27001, 20000-1 certified.	Relevant certification attached	

For this project, it is imperative that the Bidders apart from other manpower will deploy following best in class key professionals to ensure successful execution. The Bidder will in its proposal include the names and detailed curriculum vitae of their key personnel who will be working on this project especially for the helpdesk solutioning component to deliver seamless service.

7.2 Technical Functional Evaluation Framework

The bid response of the SI that qualify as per the Pre-Qualification criteria, would be evaluated based on the following Technical Functional Evaluation framework:

Sr. No	Criteria	Maximum Marks
1.	FMS Service Provider Capabilities	50

SP Capabilities						
No.	Category	Criteria	Evaluation Basis	Max Score	Parameters/ Rating	Comments
1	Bidder's experience in supplying and providing maintenance services of infrastructure in India. Bidders should have successfully performed at least 2 similar work of 0.5 Cr value in last 5 years from the date of	Bidder's project experience in supplying and providing maintenance services of infrastructure in India in last 5 years on 2 FMS project from the date of issue of RFP covering the following: a.) Hardware (only servicing component) of Devices	Copy of work orders capturing scope, revenue, and Client. Completion /GO-Live certificate to be attached	20	Annual value from single project <ul style="list-style-type: none"> • >= INR 0.8 Crore 16 Marks • INR 0.8 Crore to INR 0.6 Crore: 15 Marks • INR 0.6 Crore to INR 0.5 Crore: 14 Marks • >Two Projects (Under any of the above 	

	submission of RFP.	b.) Software (Operating System etc.) Additional points for experience in implementation related to aviation/MRO industry.			category): 2 Marks a) Additional Experience working for aviation/MRO industry: 2 Marks	
2	Turnover of the Bidder	The bidder must have min. Annual turnover of Rs. 200 Cr. in preceding three completed financial years ending 31 st March 2022.	Scanned copies of relevant pages of printed and Audited balance sheets and P&L account OR duly certified CA Certificate mentioning UDIN, as per Annexure 11 (i.e., 2021-22, 2020-21, 2019-20	10	>=INR 350 Crs:10 Marks INR 275 Crs to INR 350 Crs: 9 Marks INR 200 Crs to INR 275 Crores: 8 Marks	
3	Quality certification	CMMi Level 3 and above certification required	Bidder should submit valid certificate copy and details of certification	10	CMMi Level-5: 10 Marks CMMi Level-4: 9 Marks CMMi Level3: 8 Marks	
4	Functional skills	Full time service engineers in the payroll of SI.	Scanned copy of payroll and EPF statement indicating permanently employed staff strength	10	>= 200 service engineers: 10 Marks Less than 200 and greater than 100 service engineers: 9 marks Less than 100 and greater than 50 service engineers: 8 marks	

Manpower Requirement (IT Infrastructure, Hardware, software, and telecommunication setup)

- The following is tentative requirement for manpower, Service provider will propose. Resumes duly vetted by HR department should be submitted for the proposed manpower.

<p>L1 support qualifications</p> <ul style="list-style-type: none"> • Diploma/Engineering Graduate/ • Good Communication (written/Oral) • Knowledge/expertise on Infrastructure Management - Windows/Solaris/ HP Unix administration (DC, AD patch management etc.) /Email Administration, /Antivirus Management etc. • Should have worked in 2 similar work projects as L1 support
<p>L2 support qualifications</p> <ul style="list-style-type: none"> • Diploma/Engineering Graduate/M. Tech • Good Communication (written/Oral) Knowledge/expertise on Infrastructure Management - Windows/Solaris administration (DC, AD patch management etc.), Email Administration, Antivirus Management etc. • Specific experience with Backup technologies • Willing to work in 24X7 environment • Should have worked in 2 Similar work Projects as L2.

Note:

In case of no response by the Bidder to any of the requirements regarding the contents of the Pre-qualification Bid, his bid will be considered nonresponsive.

Technical-qualification bid of the bidder shall be opened and evaluated for acceptability of Techno-functional requirements, deviations, and technical suitability. All requirements mentioned are mandatory to comply and bidder must attach a document stating status of documents required in a Yes/No checklist format. Failure to comply with any Pre-qualification requirements will lead to rejection of the bidder.

L1 and L2 support are defined as follows for the purpose of this RFP:

L1 support- (First line of support) The first line of support is usually provided via chat, phone, and email communications. Pre-sale support emails and support chats will be addressed by Level 1 technicians. Technical knowledge of L1 techs is limited. They typically deal with problems that can be fixed by the control panel themselves. (Direct Admin etc., cPanel, Plesk)

L2 support- Experienced and qualified technicians analyze problems and offer solutions to issues that cannot be addressed by tier 1(L1 engineer). L2 support handles the tickets that L1 routes to them (L2 support can also generate tickets for any problem they notice). They have more skills, more experience in solving complicated problems and can guide / help L1 support people to work in troubleshooting. Level Two technicians have more experience and professional knowledge than L1 technicians. Any technical problems that require server back-end access can be solved by them (RDP, SSH etc.).

“Similar work” means supplying and providing maintenance services of infrastructure covering the following:

- Hardware (only servicing component)
- Software (Operating System etc.)
- Database

The Technical Functional evaluation scores would be collated across the above parameters (Sl. No.1 to 5), as per the table above) for each Bidder and will be denoted as Ts. **The minimum qualifying mark for the overall technical functional evaluation is 75% as per the evaluation criteria listed above.**

7.3 Financial Evaluation

The financial bids shall be opened of only those bidders who have been found to be technically eligible.

Total Cost of Ownership (TCO) will be arrived at by adding cost of:

- AMC support Cost for 05 Year for maintenance of all hardware, software, telecommunication equipment’s, email support and workplace management.
- Cost associated with associated ticketing tool and other associated equipment’s provided as part of the service as incorporated in the Bill of Quantity Form 6.

The Bid having the Lowest TCO shall be termed as the Lowest Evaluated Bid and will be awarded 100 marks. Financial score of other bidders will be calculated basis the following formula:

Financial score will be denoted as Fs,

$$\text{Whereas Fs} = \frac{100 \times \text{TCO of Lowest bidder}}{\text{TCO of the bidder}}$$

The Financial bid should be provided with the following key requirements:

- The Bidder will provide technical cost for fully supporting maintenance of all hardware, software, telecommunication equipment's, email support and workplace management as per the Financial Bid format available in Section 11.
- **A detailed list of existing EUD's currently used at AIESL is attached as Annexure to this document. However, Service provider need to do a thorough analysis post onboarding on the current state of applications and provide services for all existing applications. Service provider needs to incorporate Margin of Error in estimating current applications whilst bidding for the service. No change in any cost component post onboarding will be entertained by AIESL.**
- The Bidder shall quote a price for all the components and services of the solution to meet the requirements of AIESL.
- All the prices will be in Indian Rupees (in words and figures). In case of discrepancy, the amount in word will prevail.
- 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.
- The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract. A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as nonresponsive.
- Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (zero) in all such fields.
- It is mandatory to provide the break-up of all components in the financial bid proposal document. The Price bid should include the unit price and proposed number of units for each component. In no circumstances the Price bid shall be allowed to change/modify.
- 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.
- The bid amount shall be inclusive of packing, forwarding, transportation, insurance till Go Live, delivery charges and any other charges as applicable.
- All costs incurred due to delay of any sort, shall be borne by the Bidder.
- 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.
- 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.
- If any of the prices of different components are bundled together in the Price Proposal, unbundling of these prices, i.e., allocating prices for individual components during evaluation or during signing the contract, if awarded the contract, will not be allowed.
- SI would quote the commercials strictly as per formats given. Any deviation would lead to rejection.
- 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.
- 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.

- **Final Selection Marking Methodology:** Technical Functional Score should be denoted as “Ts” and shall be used to compute the final score in combination with Financial Score “Fs”. The final selection of the bidder will be based on **QUALITY AND COST BASED SELECTION (QCBS)**. There will be **40%** weightage for Technical Evaluation and **60%** weightage for Financial Evaluation.

Final Score shall be calculated as: = (Ts x 0.40) + (Fs x 0.60)

Example of calculation to determine final score

S. No		Bidder 1	Bidder 2	Bidder 3
1	Technical Bid score	38 out of 50	40 out of 50	42 out of 50
2	Technical bid score (TS) scaled to 100	76	80	84
3	Financial Bid Price	1cr	1.2cr	1.5cr
Financial Score of lowest bidders as per Price will be awarded 100 marks. Financial score for other bidders will be calculated as follows				
4	Financial Score (FS) = 100*Price of lowest bidder/ Price of the respective bidder	100	83.33	66.66
5	Final Score = TS*0.4+FS*0.6	90.4	81.98	73.76

Bidder 1 in this case will be the successful bidder.

The bidder(s) whose bid has secured the highest “Final Score” will be considered as successful bidder(s).

8. General Condition of Contract

8.1 General terms of Tender

1. Bidders must submit the technical bid online (e-tender) or sent as hard copy sealed 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 QCBS criteria. The complete tender can be downloaded from GeM Portal. (<https://gem.gov.in>) and on AIESL’s website.
2. Bids received through fax will not be considered.
3. Bids received late, or bids that are incomplete or those, which are not in the prescribed format, are liable to be outrightly rejected.
4. 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. 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.
6. The financial bids should be in Indian Rupees (INR) only.
7. Conditional discounts / credits, if any, shall not be given any consideration in the evaluation.
8. 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.

9. The Bids should be valid for acceptance by AIESL as per GeM provisions for a minimum period of 90 days from the date of opening of the tender.
10. 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.
11. 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.
12. 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.
13. 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.
14. AIESL reserves the right of not awarding any contract to any of the Bidders.
15. 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.
16. Determination of whether the bid complies with the tender requirements or not will be at the sole discretion of AIESL.
17. No advance / pre-delivery payment term will be accepted.
18. 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.
19. The prices quoted in the commercial bid must be exclusive of all applicable taxes, levies, and duties till the delivery of the complete Software Package to AIESL. The taxes, levies, and duties components applicable in the country of origin of the Bidder as well as that applicable in India for all the items of 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' in the commercial bid format.
20. In case the taxes, levies and duties are not mentioned separately, the bid shall be liable to be rejected.
21. 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.
22. In case, any new taxes / levies / duties are introduced in future by the Government of India during the period of the contract, the same shall be reimbursed to the bidder by AIESL on submission of proof of such payments.
23. 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.
24. The Commercial Bids must be complete in all respects and no representation whatsoever would be entertained by AIESL for inclusion of any other cost head / cost after the opening of the bids. The prices quoted should remain firm / fixed for the entire term of the agreement. Withdrawal or unilateral modification of the Bids shall constitute a breach of terms of the tender and the Bids shall be liable for rejection therefore thereof. No representations from the unsuccessful bidders shall be entertained with respect to the evaluation of their bids by AIESL, whatsoever.

8.2 Pre-Bid Meeting

1. 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: raj.gupta@biesl.in & sandeep.dungriyal@biesl.in.

2. Text of the questions raised, and the responses given, together with any responses prepared after the Pre-Bid meeting, shall be transmitted without delay (without identifying the sources of the question) to all participants of the Pre-Bid meeting. Any modifications or alteration to the Bidding documents listed in Tender that shall become necessary because of the Pre-Bid meeting, shall be made by AIESL exclusively through the issue of an Addendum / Corrigendum separately and shall be available on the GeM portal/AIESL's website. No separate press advertisement will be given for the same. Addendum and/or Corrigendum, if any, to the Tender, shall be referred to and taken into consideration by the prospective Bidders. It is the Bidder's responsibility to visit the said portal regularly for the aforesaid Addendum / Corrigendum as applicable.
3. 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 raj.gupta@biesl.in & sandeep.dungriyal@biesl.in.
4. 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.
5. 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.

8.3 Modification of Bids

1. 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.
2. No Bid shall be modified after the Due Date/Time for submission of Bids.
3. 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.

8.4 Earnest Money Deposit:

It is clarified that Bidders seeking exemption under MSME provisions (refer para 8.5 below) are required to submit the Bid Security Declaration Form in the manner provided in Section 5 Instructions to Bidder in lieu of the Earnest Money Deposit.

An Earnest Money Deposit (EMD) of Rs 200000 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.

Tenders received without EMD shall be rejected.

In case a Bidder withdraws his bid during the process of evaluation of tender or fails or refuses to accept the contract if awarded in his favor, the Earnest Money Deposit will be forfeited.

EMD of the Bidders, who do not qualify in the 'Pre-Qualification Bid', will be refunded to them within one month of the award of contract.

EMD of the Tenderers, who do not qualify in the 'Technical Bid', will be refunded to them within one month of the award of contract.

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.

8.5 Exemption / Preference to MSE units:

1. As per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.12 by Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSEs must be registered with any of the following to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012
 - i) District Industries Centers (DIC)
 - ii) Khadi and Village Industries Commission (KVIC)
 - iii) Khadi and Village Industries Board
 - iv) Coir Board
 - v) National Small Industries Corporation (NSPC)
 - vi) Directorate of Handicraft and Handloom
 - vii) Any other body specified by Ministry of MSME.
 - viii) Udyog Aadhaar
2. MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the tendered item along with their bid.
3. The MSEs registered with District Industries Centers must submit the **Acknowledgement of Entrepreneur Memorandum (EM) Part-II** along with their bid. The MSEs registered with National Small Industries Corporation (NSPC) must submit the valid NSPC registration certificate along with their bid.
4. The Micro and Small Enterprises not registered for the trade/item for which this tender is relevant, would not be eligible for exemption / preference.
5. The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.
6. The MSEs, who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
7. Exemption from submission of EMD – The MSMEs registered with above mentioned agencies/bodies are exempted from payment of EMD.
8. The Successful Bidder (MSME/Non MSME) will be required to submit the Security Deposit as applicable on the Contract value. However, in case of MSE Bidders, the Security Deposit/Bank Guarantee can be submitted on yearly basis renewable every year.
9. Price Preference- The MSEs registered with above mentioned agencies/bodies for the Tendered Service and quoting price within price band of L1+15% (fifteen per cent) shall also be allowed to supply a portion of requirement by bringing down their price to the price quoted by L1 in a situation where the price quoted by the L1 Bidder (the “L1 Price”) is from other than a MSE and such MSE shall be allowed to supply up to 20 % (twenty per cent) of total Tendered value/service. In case of more than one such MSMEs are in the price band of L-1 + 15% and matches the L-1 Price, the 20% value shall be shared proportionately.
10. An MSE unit will not get any purchase preference over another MSE unit.

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

8.6 Security Deposit / Performance Bank Guarantee

1. A Security deposit (SD) @ 3 % 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 adjustment for penalties, if any, on account of deficiencies in performance as per the terms of the contract.

2. Subsequently a Performance Bank Guarantee or Security Deposit @ 3% of the AMC value for the first year would be required to be submitted by the successful bidder to cover the performance requirements during the Annual Maintenance Contract period. This PBG / SD would be renewed annually @ 3 % of the AMC for the corresponding year till such time as the AMC is in force and would be returned/ refunded within two months of successful completion of the AMC period after adjustment of penalties, if any, on account of deficiencies in performance as per the terms of the AMC.

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.

8.7 Evaluation Criteria for Technical Bid (Stage 1)

1. 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.
2. 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.
3. The Bidders who qualify as per the Technical Bid evaluation criteria as mentioned in Section 7 and other requirements of the Tender would be considered for next stage of Tender process.

8.8 Evaluation criteria for Price Bid (Stage 2)

1. 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.
2. Price Bids should be submitted strictly as per the format given in Section 11 only. The detailed procedure / method of quoting and criteria for evaluation of the Price Bids has been provided in Section 11.

8.9 Award of Contract/agreement, Acceptance, Commencement / Execution

The award of Contract shall be subject to fulfilment (in addition to eligibility criteria and the Undertakings as provided under the Tender) of following conditions by the Bidder:

- i. The Successful Bidder must convey acceptance of Letter of Intent (LOI)/contract within 7 days of receipt of the same and provide their bank details with a cancelled cheque.
- ii. The Successful Bidder must commence the Services within 28 days after execution of the Contract/Acceptance of LOI.
- iii. The Successful Bidder shall execute the Contract within 28 days of acceptance of LOI. The cost towards the preparation and execution of the Contract shall be borne by the Successful Bidder.

8.10 Fall in price clause

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.

8.11 Force Majeure Event

1. Neither the Service Provider nor AIESL (collectively "Parties" and individually "Party") shall be in breach of any obligation under the Contract if it is unable to perform that obligation in whole or part by reason of occurrence of Force Majeure Event.
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).

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.
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.
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.
6. Notwithstanding the punitive provisions contained in the Contract for delay or breach of Contract, the Service Provider would not be liable for imposition of any such damages so long as the delay and/or failure of the Service Provider in fulfilling its obligations under the Contract solely attributable to the occurrence of a Force Majeure Event.

8.12 Resolution of Disputes and Arbitration

1. Any dispute arising between the Service Provider and AIESL(Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the Contract or the validity or breach thereof (the "Dispute"), shall first be settled by mutual consultation between the authorized representatives of the Parties. If the Dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has, the same shall be settled and finally resolved by arbitration.
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.
3. The arbitration award passed under the arbitration shall be final and binding on the Parties.
4. The proceedings of the Arbitration shall be conducted in English language and place of arbitration shall be Delhi.
5. Each Party shall bear their own cost with respect to such arbitration.

8.13 Subcontracting

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.
2. In event, the Contract is sub-contracted or assigned in violation of terms specified hereunder or the Contract, AIESL reserves the right to terminate the Contract and/ or take appropriate action against the Successful Bidder/ claim damages/ any other remedies for breach of the Tender/ Contract.

8.14 Recovery Of Sums Due

1. Whenever under the Contract any sum of money is recoverable from Bidder, AIESL shall be entitled to recover such sum from the monthly bills. If the value of monthly bills is not sufficient to recover the dues recoverable under the contract, the same will be recovered by invoking bank guarantee / security deposit held by AIESL. In the event of the said security deposit /Bank Guarantee being insufficient, the balance of total amount recoverable shall be deducted from any sum due to Bidder under this or any other contract with AIESL.
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.
3. If any amount due to AIESL is so set off against the said security deposit, the Service Provider shall have to make good, the said amount immediately but not later than 14 (fourteen) calendar days, to restore the Security

Deposit to its original value. Non- restoration of such Security Deposit will be treated as event of default, leading to right of AIESL to take appropriate remedial action, including termination.

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.

8.15 Intellectual Property

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.
2. The intellectual property produced by the Successful Bidder during or in relation to the Services under the Contract shall belong to AIESL absolutely.
3. AIESL reserves the right for injunctive relief to prevent the breach of any it's or third parties' intellectual property rights.
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:
 - 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.

8.16 Assignment

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.

8.17 Non-Waiver

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.

9. Special Condition of Contract

9.1 Definitions

The following words, as used in the Tender shall have the meaning described to them below:

- i. The term "AIESL" shall mean AI Engineering Services Limited.
- ii. The term "Bidder" shall mean the entity who has submitted the Bid for this Tender through its authorized signatory.
- iii. The term "Contract" shall mean the agreement entered between AIESL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- iv. The term "SP" shall mean Service Provider responsible for implementation of the project.
- v. The term "Days" shall mean the working days of AIESL.

- vi. The term "Services" shall mean the services to be provided by the Successful Bidder as mentioned in the Tender.
- vii. The term "Successful Bidder" shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- viii. The term "L-1" means Bidder with lowest quote, and "L-2" means Bidder with the secondlowest quote.

9.2 General Scope of Work

The scope of this contract is provided in detail in clauses of Section 6 of this RFP document. The SP shall undertake all such work and/or supply all such Services, Tools, resources, equipment's & expertise that may not be specifically mentioned in the afore said section containing scope of work but same can be reasonably inferred as being required for successful implementation and execution of this assignment.

9.3 Project Plan

SP shall refer Section 6 SOW for detailed outlines of required deliverables.

Within fourteen (14) calendar days of Effective Date of the Contract, SP shall submit the detailed project plan to AIESL for its approval. A detailed Project Plan with details of the Project showing the sequence, procedure, and method in which he proposes to carry out the works. The Plan so submitted by SP shall conform to the requirements and timelines specified in the Section 6 under Timelines section of Scope of Work of the RFP & subsequent relevant clause/ section of the Contract. AIESL and SP shall discuss and agree upon the work procedures to be followed for effective execution of the works, which SP intends to deploy and shall be clearly specified.

The Project Plan shall include but not limited to: -

- i Project organization
- ii Communication structure
- iii Proposed staff
- iv Deployment schedule
- v Roles and responsibilities
- vi Processes and tool set to be used for quality assurance
- vii Security and confidentiality practices in accordance with industry best practices
- viii Work schedule in accordance with the Contract.

If SP's work plans necessitate a disruption / shutdown in AIESL's operation, the plan shall be mutually discussed and developed to keep such disruption / shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of SP to develop / adhere such a work plan shall be to his account.

9.4 Resource Planning and Deployment

The bidder will prepare and submit a detailed project structure along with resource deployment plan (onsite & offsite). Bidder is required to deploy all resources (minimum) as defined in this bid document on-site at AIESL's project locations. Bidder will submit the detailed CV's (duly certified / verified by HR head of the SP of all the personnel to be deployed on the project for prior approval of AIESL.

SP shall deploy experts / personnel strictly in accordance with resources deployment plan with the numbers mentioned in the submitted project plan by the SP and names mentioned at the time of freezing Staffing at the start of the project. Should it become necessary for the SP to replace any of the personnel specified by name in the Staffing Schedule, the SP shall forthwith provide a replacement acceptable to AIESL with comparable or better qualifications.

If any of the personnel is found by AIESL to be incompetent, guilty of misbehavior or incapable in discharging the assigned responsibilities, AIESL may request the Service Provider, to forthwith provide a replacement with equivalent qualifications and experience acceptable to AIESL.

Personnel assigned by the SP to perform the Services shall be employees of SP and under no circumstances will such personnel be considered employees of the Project. SP shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee, and disability benefits and shall be responsible for all AIESL obligations under all applicable laws.

SP shall ensure that sufficient personnel are employed to perform the Services, and that such personnel have appropriate qualifications to perform the Services.

9.5 Service Window

SP shall deploy resources and ensure availability of deployed resources during the entire contract period strictly adhering to the standard office working hours (9:30 AM to 6:30 PM) of AIESL or as per business shift requirements. During this period if AIESL deems the requirement of resources to be present for additional hours than referred earlier (on normal working days and/or holidays) SP shall be liable to adhere to the instructions & ensure the availability of required resources. During the situation as described above, SP shall not be eligible to claim any additional cost / charges/ fee over & above to the contract value in whatsoever manner. However, AIESL shall ensure all the requisite permission / approvals & facilitate the required resources to avoid any unforeseen administrative inconvenience.

9.6 Resource Replacement

1. AIESL shall have the right to require the removal or replacement of any SP personnel performing work under this Contract. If AIESL requests that any SP personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 15 working days.
2. If during the project implementation phase, AIESL identifies any personnel of Bidder as "Key Personnel", the SP shall not remove such personnel without the prior written consent of AIESL.
3. Except as stated herein, nothing in this Contract or the SLA will limit the ability of SP freely to assign or reassign its employees if SP shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. AIESL shall have the right to review and approve SP's plan for any such knowledge transfer. SP shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.
 - i AIESL reserves the right to interview the personnel proposed that shall be deployed as part of the Project Team. If found unsuitable, AIESL may reject the deployment of the personnel. But ultimate responsibility of the project implementation shall lie with SP.
 - ii In case of change in its team members, for any reason whatsoever, SP shall also ensure that the existing members are replaced with at least equally qualified and professionally competent members.
 - iii In case of change in any of its deployed resources, SP shall ensure a reasonable amount of time overlap in activities to ensure proper knowledge transfer and handover / takeover of documents and other relevant materials between the outgoing and the new resource deployed.
 - iv SP shall ensure that SP's Team deployed is competent, professional and possesses the requisite qualifications, knowledge, and experience appropriate to the task they are required to perform under this Contract.
 - v SP shall ensure that the services are performed through the efforts of SP's Team, in accordance with the terms hereof and to the satisfaction of AIESL.

9.7 Deliverables Acceptance Procedure

Initially, Bidder shall provide draft deliverable to AIESL for their review and feedback within stipulated timelines. AIESL will provide feedback within the agreed timelines to make necessary changes, corrections (if required). Bidder will be required to re-submit the revised document/deliverable. Feedback will be an iterative process.

9.8 Inspection

1. AIESL reserves the right to inspect the facility / premises of the Bidder and / or Successful Bidder from where the Services will be provided, at any point of time before / after awarding the Tender.
2. In the event any discrepancy noticed by AIESL or its authorized personnel or representative in the said facility / premise, AIESL or its authorized personnel or representative shall bring the same to the notice of the Successful bidder and the Successful Bidder shall rectify the same in accordance with the terms of the Contract

and Tender, at no extra cost to AIESL and within a reasonable period from the date of the same being bought to the notice of the Bidder /Successful Bidder.

9.9 Conflict of Interests

SP not to Benefit from Commissions, Discounts, etc.

The payment to SP under this Contract shall constitute the SP's sole remuneration in connection with this Contract or the services. The SP shall not accept, for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services in the discharge of their obligations hereunder.

Prohibition of Conflicting Activities

Neither the SP nor the Personnel shall engage, either directly or indirectly, in any business or professional activities conflicting to the Services assigned to them under this Contract.

9.10 Liquidated Damages

1. 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.

9.11 Limitation of Liability

SP shall not in any event be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages except with respect to the bodily injury (including death) and damage to real and tangible personal property caused by AIESL's / SP's negligence / fraud / willful misconduct.

Neither the Contract nor the services delivered by SP under the Contract grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to the Contract, as the case may be.

SP shall bear the risk of loss on Assets up to the time they are transferred and handed over to AIESL - after which it shall stand transferred to AIESL. SP shall arrange and pay for insurance to cover such item until it is transferred and even after the transfer of the Assets till the insurance policies come up for a renewal.

Notwithstanding what has been stated elsewhere in the Contract and the Schedules attached thereof, AIESL shall not be liable to SP for any indirect or consequential damages.

Any claim or series of claims arising out or in connection with the Contract or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation.

AIESL shall be entitled to claim the remedy (if any) of specific performance under the Contract or the SLA.

9.12 Change Management

The Service Provider shall address all the errors / bugs / gaps / changes in the functionality offered by the solution at no additional cost during the operations and maintenance period. The Service Provider shall identify and resolve application problems like system malfunctions, performance problems, data corruption etc. due to which the solution is not able to give the desired performance.

9.13 Introducing a Change

1. AIESL shall have the right to propose, and subsequently require, AIESL to order the SP from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the System (interchangeably called Change), provided that such Change falls within the general scope of the System, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the System and the technical compatibility of the Change envisaged with the nature of the System as originally specified in the Contract.

2. The SP may from time to time during its performance of the Contract propose to AIESL (submitted by Project Manager of SP to AIESL) any Change that the SP considers necessary or desirable to improve the quality or efficiency of the System. AIESL may at its discretion approve or reject any Change proposed by the SP.
3. Notwithstanding the clauses mentioned above, no change made necessary because of any default of the SP in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any extra cost or Time for achieving Operational Acceptance.
4. AIESL and SP will agree, during development of the Project Plan, to a date prior to the scheduled date for Operational Acceptance, after which the Technical Requirements for the System shall be frozen. Any major Change initiated after this time will be dealt with after Operational Acceptance.

9.14 Confidentiality

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 (hereinafter 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 (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 (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 respective 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 respect privacy and to ensure lawful processing of personal data. The Successful Bidder shall be responsible, as a sole data controller, for its own processing of personal data pursuant to and / or in connection with the Contract.

9.15 Exit Management Purpose

SP shall provide knowledge transfer / handover after the completion of the contract period and on successful delivery of services and formally close the Project. Exit Management Plan needs to be submitted within ninety (90) days of starting of project and shall be updated periodically. Exit Management Plan will include following but limited to:

1. Details of inventory of all the assets, IT Infrastructure, licenses, documents, manuals, etc. created under the Project.
2. Roles and responsibilities of both the parties for regular activities and support system implemented during project operations.

AIESL will approve exit plan after necessary consultation and start preparation for transition.

9.16 Exit Management Plan

The Service Provider shall provide AIESL with a recommended Exit Management Plan (hereinafter referred to as "Exit Management Plan") which shall deal with at least the following aspects of Exit Management in relation to the Scope

of Work, SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

1. A detailed program of the transfer process that could be used in conjunction with a Replacement SP including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
2. Plans for the communication with the Service Provider and other parties (inclusive of staff, suppliers, customers and any related third party) as are necessary to avoid any material detrimental impact on Project's operations because of undertaking the transfer.
3. The SP shall ensure that all the documentation required by AIESL for smooth transition are kept up to date and all such documentation is handed over to AIESL during regular intervals as well as during the exit management process.
4. The SP will transfer the organizational structure developed during the Term to support the delivery of the Exit Management Services. This will include Document, update, and functional organization charts, operating level agreements with Third-Party contractors, phone trees, contact lists, and standard operating procedures.
5. Some of the key activities to be carried out by the SP for knowledge transfer will include:
 - a) Prepare documents to explain design and characteristics.
 - b) Carry out joint operations of key activities or services.
 - c) Briefing sessions on process and process Documentation.
 - d) Sharing the logs, etc.
 - e) Briefing sessions on the managed services, the way these are deployed on cloud and are integrated.
 - f) Transfer know-how relating to operation and maintenance of the software and cloud services.

Post Support phase, for successful Exit Management, AIESL will provide Sign-off to Support Team indicating that all knowledge transfer has been completed.

9.17 Indemnification

1. The Service Provider shall indemnify AIESL against all liability arising out of any claim, penalty, loss damages or costs actually paid, suffered, or incurred by AIESL pursuant to any injury or death to any person or by reasons of any damage to any property (including but not limited to the Aircrafts) belonging to AIESL caused by the Service Provider's personnel deployed for the Services. In case, any such amount is not deposited / paid to AIESL, the same shall be deducted from Security Deposits / Bills / Future payments due to the Service Provider, without prejudice to the other rights available to AIESL under any applicable law.
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.

9.18 Representations and Warranties to Be Given by The Successful Bidder

The Successful Bidder should provide the following representations and warranties as regards to the Contract to be executed, which shall remain true and valid throughout the term of the Contract:

- a) It is duly incorporated and validly existing under the laws of its incorporation.
- b) It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver the Contract and the performance of the obligations there under.
- c) The Contract shall constitute a legal valid and binding obligation against it and is enforceable against it in accordance with the terms herein.
- d) The execution, delivery and performance of the Contract shall not conflict with, result in the breach of, or constitute a default under any law, rule, regulation, authorization or approval of any government agency or body, or under the terms of any covenant, agreement, understanding decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of applicable laws.
- e) It shall employ personnel who are qualified and competent to render the Services as mentioned herein. The payment of salaries, wages, provident fund, gratuity etc., to its personnel, shall solely be the responsibility of the Successful Bidder. It is hereby clarified that the workforce of the Successful Bidder shall not be deemed to be employees of AIESL.
- f) It undertakes to comply with various applicable labor laws of the land as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and / or non-compliance of any other provisions of labor laws and shall indemnify AIESL against any claim / cost / remedies and penalties in respect of breach of any of the provisions of the laws in force.
- g) It shall indemnify AIESL for any damage or loss or caused to the premises / equipment / property of AIESL or any third party on account of negligent act / performance / omission attributable to the Successful Bidder.
- h) It shall perform all its obligations under the Contract with due care and diligence and in a skillful and business-like manner.
- i) It shall comply with all such directions issued by AIESL from time to time. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by applicable law which may result in any material adverse effect to AIESL on its ability to perform its obligations under the Contract.
- j) It has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, has or may have a material adverse effect on its ability to perform its obligations under the Contract.
- k) There are no actions, suits, proceedings, or investigation pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in breach of the Contract or which individually or in the aggregate may result in any material impairment on its ability to perform its obligations under the Contract.
- l) It is and shall able to pay its debts as they fall due for payment and is otherwise solvent as per applicable laws, it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed for the whole or any part of its assets or any right, it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing.
- m) It is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to it.
- n) All taxes due and payable by it have been paid, and all tax return and reports required to be filed by it have been correctly filed and on time. There are no claims now pending or matter under dispute with any taxing authority in respect of any tax of the Successful Bidder.
- o) It shall obtain the necessary permissions and licenses from the concerned authorities for the purposes of the Contract. Further, to keep the said permissions and licenses valid and always subsisting during the term of the Contract. If it omits or fails to obtain any requisite permission or license from the concerned authorities then it shall indemnify and keep indemnified AIESL against all losses, costs, or damages that may be suffered by AIESL because of such omission or failure.

All Bidders are required to sign the integrity pact of AIESL as mentioned in Section 13 and submit along with Pre-qualification bid.

10. Service level Agreement

Service Level Agreement (SLA) is the agreement between AIESL and the Service Provider for the project. AIESL would monitor Service provider's compliance of the SLA. SLA defines the responsibility of the service provider in ensuring the performance of the system based on the agreed performance indicators as detailed in the Agreement. This section defines Service Level Agreement for solution deployed by the Service Provider.

The purpose of this SLA is to clearly define the levels of service to be provided by Service Provider to AIESL for the duration of the contract.

Description of services to be provided by the Service Provider is mentioned in Section VI of this bidding document.

10.1 Interpretations

1. The selected Service Provider will have to provide satisfactory service to achieve the service levels as given in “Expected Service Delivery” table. The service level performance will be recorded/monitored daily and will be reviewed on monthly/quarterly basis and non-performance will result in penalty being imposed.
2. The tools provided for monitoring and managing these services should give a detailed report for calculating the support calls including the response time, resolution time, penalty cost applicable etc. This should facilitate both the Service Provider and AIESL to directly arrive at the penalty cost applicable under all these services.
3. The total non-performance charges for a quarter will be calculated and deducted from the quarterly bill of the selected Service Provider.
4. Penalty charges would be applied for those services, which have not achieved the stipulated service levels based on the table mentioned in Expected Service Delivery. The maximum penalty charge would be 10% per Quarter of the Quarterly Contract value.
5. Non-performance charges will not be applied for that equipment under Service Provider management provided the calls are logged within the response time to the respective Service Providers and followed up with proper escalation.
6. At the end of every month, the Service Provider will submit the average response time and average resolution time report. Penalty amount would be defined as follows:
7. The current timings for providing services are given below. It is possible that these timings may change in future, but the total working hours will be 9 hours on weekdays and available on call during weekends and holidays.

10.2 Service levels requirements during operations & maintenance period

Working Day	Time From	Time To
Monday to Friday	As per business shifts at each location	
Saturday/Sunday/Holidays	As per business shifts at each location	

Spare Parts (If AIESL decides on repairs through Service Provider)

1. If the original asset is not returned in the stipulated 5 days, a penalty of Rs. 2000/- per day for critical equipment and Rs. 1000/- per day for other equipment would be levied.
2. In case of a genuine problem of non-availability of spare parts with the principal, a letter / email to that effect should be forwarded to AIESL by the Service Provider. AIESL at its discretion may decide to waive off the penalty in such exceptional situations.

Covering for Absence of Services

1. The backup engineer in the centers should be trained in the presence of the main engineer and if need be, the backup engineer could be asked to manage the infrastructure in the supervision of the main engineer, for a couple of days. This will lead to a seamless backup of the main engineer when he avails of short spells of leave. Service provider should ensure that same engineer is available in absence of main engineer
2. In case suitable replacement is not given for leave/resignation/reassignment of personnel, a penalty of Rs.1000/- per day per personnel towards absence will be imposed.

Expected Service Delivery (Helpdesk services)

1. **High Severity (Level 1) calls.** The failure to fix has an immediate impact on AIESL's ability to provide services, inability to perform critical service delivery and/ or back-office functions or a direct impact on the organization. For example, unavailability of application to end users shall fall in the category of Level 1 or High Severity issue.
2. **Medium Severity (Level 2) calls.** The failure to fix has an impact on AIESL's ability to provide services and can cause services to degrade if not resolved within reasonable time frames. For example, failure of one node in a cluster may cause services to degrade.
3. **Low Severity (Level 3) calls.** The failure to fix has no direct impact on AIESL's ability to serve its offices or perform critical back-office functions.
4. The Service Provider must ensure that all the critical issues are resolved immediately to have a minimal impact on the business operations of AIESL.

The issues/tickets can be raised by users either through helpdesk portal or phone calls or emails. The Service Provider needs to always ensure availability of all these modes of ticketing. This service level will be monitored monthly.

The below table gives details on the Service Levels the Service Provider should maintain.

Sr No.	Particulars	Response	Resolution	Violations for Penalty calculation
1.	Desktops of Critical Personnel (Such as H.O team Depts. And Senior Officials at H.O.)	15 minutes	30 to 60 minutes or immediate standby to be provided	Category- High No. of violation – 1 for every hour of delay
2.	Other Equipment: Desktops, Applications, Printers, Scanners, telephone exchanges etc. at Head Office	30 minutes	2 hours (1 working day if parts are to be replaced)	Category- Medium No. of violation – 1 for every hour of delay
3.	Laptops	30 minutes	2 hours (2 working days if parts are to be replaced)	Category- Low No. of violation – 1 for every hour of delay

4.	Resolution of OS related problems	30 minutes	60 minutes	Category- High No. of violation – 1 for every hour of delay
5.	Regional Office Desktops, Laptops - OS / Application issues	30 minutes	2 Hours	Category- Medium No. of violation – 1 for every hour of delay
6.	Regional Office Desktops, Laptop's hardware issues	30 minutes	2 hours for troubleshooting and logging call with OEM for further consideration	Category- Medium No. of violation – 1 for every hour of delay
7.	Issues with Tools provided by the Service Provider	30 minutes	Follow up, Coordination & Escalation within 4 hours	Category- Low No. of violation – 1 for every hour of delay

1. The response & resolution time will be calculated from the time of logging the call. When formatting and loading of all the software is required, **additional three hours** will be allowed for resolution. For calculating downtime, calls logged after closing time will be treated as logged at the opening hour of the following working day. Resolution time includes making the systems available for work with O/S uploaded.
2. Service Provider must make alternate arrangements for leave/resignation/reassignment of personnel and intimate the same to AIESL at least two weeks in advance.
3. Service Provider shall be liable for any loss or damage to even the most obsolete model, caused due to negligence of the Service Provider during the contract period.

10.3 DOWNTIME - CALCULATION METHODOLOGY

1. 'UPTIME' of the hardware and system software = $(\text{Reckoned Hours minus Downtime} / \text{Reckoned Hours} \times 100)$ for the maintenance year.
2. Reckoned Hours = Uptime commitment per day X No. of committed days per Year
3. Uptime Commitment per day = Hardware and System Software Maintenance Support Time per day
4. Down Time will be counted from the time of reporting the maintenance call by AIESL to the Service Provider till the resolution of the problem / operations of the hardware and system software.
5. No. of committed days per Year = the number of working days of the AIESL during the year.

10.4 Penalty calculations:

The framework for penalties, because of not meeting the Service Level Targets are as follows:

- a. The performance will be measured for each of the defined service level metrics against the minimum/ target service level requirements and the violations will be calculated accordingly as defined in previous sections.
- b. Penalties applicable for each of the high severity violations (Level 1) are 2% of respective monthly payment value to the Service Provider.
- c. Penalties applicable for each of the medium severity violations (Level 2) are 1% of respective monthly payment value to the Service Provider.
- d. Penalties applicable for each of the low severity violations (Level 3) is 0.5% of respective monthly payment value to the Service Provider.
- e. In case total of all penalties for not meeting any performance target exceeds more than 20% of respective monthly payment in two consecutive months then AIESL may terminate the Contract.

10.5 Duration of the Service Level Agreement (SLA)

The service levels described in this section shall remain valid for the entire tenure of the contract or until such time the SLAs have been reviewed and revised by AIESL.

10.6 SLA Monitoring

The SLA parameters shall be measured on a daily/monthly basis through appropriate SLA measurement tools designed by the Service Provider. For monthly SLA, monitoring average of the day wise availability shall be taken for arriving at the monthly score for the concerned parameter. However, if there is a breach of two days in a month, then the entire parameter for that month would be taken as breached.

Service Provider shall ensure that all relevant events are logged, and such logs are made accessible to AIESL for review/report through SLA monitoring tool in a readable format.

If the performance of the system/services is degraded Significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of AIESL, then AIESL shall have the right to take appropriate corrective actions including termination of the contract.

The SLAs defined, shall be reviewed periodically at the option of AIESL after taking the advice of the Service Provider. The revised SLAs shall not have any financial implications on AIESL or financial advantage to the Service Provider.

10.7 Payment Terms

- The AMC cost (Total Quote A cost as per Form 6) shall be paid by AIESL on **quarterly basis** at the end of each quarter on receipt of valid invoices raised by the ITSM Service Provider/selected ITSM Service Provider.
- AIESL shall only make payments after discounting any penalties that may be imposed on the selected ITSM Service Provider for breach of any Contract terms as per SLA.
- For any hardware/software procured for this service and included in Commercial bid format, the payment would be made in the following manner:

Sr. No.	Activity	Payment to be released	Documents to be submitted by the bidder
1.	Hardware (if provided)	60% of total hardware cost.	Delivery of the Hardware and submission of invoice with Proof of Delivery and other documents at respective site.
		20% of total hardware cost.	On Successful installation and acceptance of the infrastructure / hardware by AIESL at respective site
		20% of total hardware cost	After completion of benchmarking or 3 months after successful running of the respective hardware at respective site

2.	Operating System & Other peripheral Software Licenses (if provided)	60% of total Software cost.	On delivery of licenses on submission of invoice with proof of delivery at respective site.
		15% of total Software cost.	On successful implementation and Acceptance of software at all designated AIESL locations
		15% of total Software cost.	1 month after successful running of the respective software at all designated AIESL locations
		10% of total Software cost.	3 months after successful running of the respective software at all designated AIESL locations

- No additional payment apart from the Commercial Bid value will be done under any circumstances.
- All payments will be made by adopting electronic clearing system and electronic fund transfer.
- Deduction of Income Tax, Goods and Services Tax and other applicable statutory duties would be as per the extant laws. However, AIESL would ensure payment within 30 working days in respect of the Invoices after verification by AIESL and submission to IT which are complete in all respects.
- The payment schedule proposed is standard and cannot be changed for the ITSM Service Provider.

11. Forms and Format

Form- 01: 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, drawings, etc. pertaining to the Work for
**“implementation of INSTALLATION/MAINTENANCE OF ALL HARDWARE AND SOFTWARE ALONG-
WITH IT HELP DESK SERVICES ”** , and having undertaken to execute the said works.

It is declared without any reservation whatsoever that:

- 1) The submitted Pre-Qualification/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 special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnel employed therein,
- 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- 02: Letter of Application
(On Letter Head of Bidder)**

To,
AI Engineering Services Ltd. (AIESL),
2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi-110003.
011-24600777

Sir,

1. Being duly authorized to represent and act on behalf of <Name of Applicant> ----- (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 **"Hiring of Service Provider for implementation of INSTALLATION/MAINTENANCE OF ALL HARDWARE AND SOFTWARE ALONG-WITH IT HELP DESK SERVICES "**
2. 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
3. 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 application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. 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).
4. This Application 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.
5. 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- 03: Undertaking by Bidder towards Anti-profiteering Clause of GST Act / Rules
(To be submitted on letter head)**

To,
AI Engineering Services Ltd. (AIESL),
2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi-110003.
011-24600777
Sub.: Tender no.....

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- 04: Format for declaration by the Bidder – Bank Insolvency
“Self-Declaration by the Bidder on Letter Head”

To

AI Engineering Services Ltd. (AIESL),

2nd Floor, CRA Building,

Safdarjung Airport Complex,

New Delhi-110003.

011-24600777

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

(To be submitted on Bidder Company’s Letterhead)

To,

AI Engineering Services Ltd.

2nd Floor, CRA Building,

Safdarjung Airport Complex,

New Delhi – 110003

Ph: 011-24600777

Subject: Undertaking for No Conflict of Interest.

Dear Sir,

In accordance with this RFP document, we Name of the firm wish to declare that

I/We Name of the firm 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: _____

Form 06: Financial Proposal Format

[To be submitted on Bidder Company's Letterhead]

The format for Commercial Bid is given below. Bidders must fill the fields concerned in the appropriate space given below:

- The inventory list is only indicative – there may be deviations in the configurations, count and brand.
- Bidder are requested to quote their best rate for each item, which are indicated in Annexure 1 of this document.
- All the costs should be exclusive of all taxes & levies, Break-up of taxes, levies, duties must be mentioned in separate table. Tax/duty component should be separately mentioned.
- All licenses for tools should be in name of AIESL.

To,
 AI Engineering Services Ltd. (AIESL),
 2nd Floor, CRA Building,
 Safdarjung Airport Complex,
 New Delhi-110003.
 011-24600777

Sub: Financial Proposal for Selection of Service Provider for the _____, Ref. No.: _____
 Dated: _.

Dear Sir,

We are pleased to submit our Financial Proposal for the _____.

- 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:

QUOTE – A: This will have the rates of operational maintenance for PCs, Laptops, Scanners, Printers, and other items as per the enclosed list of hardware for each location. **“Annexure 1”**

Quote A Job Profile	Qty	Total Amount					
		Unit cost	Year 1	Year 2	Year 3	Year 4	Year 5
1. AMC for Computers and Peripherals + Desktop Management+ Manpower deployed + Helpdesk tool							
2.Patch Management + Inventory Management							
3. Email Management +Telecommunication management							
4. IT Security Management							
5. Help/Service desk Management							
7. Any other cost component with description							
FMS TOTAL (Figure I)							

Yours faithfully,

Date:

(Signature of the Authorized Signatory)

Place:
Signatory)

(Name and designation of the of the Authorized

(Name and rubber seal of the Bidder)

Form 07: EVALUATION CRITERIA - PRE-QUALIFICATION BID

To,

AI Engineering Services Ltd. (AIESL),
2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi-110003.
011-24600777

Evaluation Criteria: Pre-qualification Bid

1. The Bidders must meet all the mandatory pre-qualification criteria as listed in Section 5 of this tender. Should a bidder fail to comply with one or more of the mandatory criteria, his bid will be rejected.
2. The Bidders are required to write “YES / NO” in the ‘Compliance’ column according to the status of the Pre-qualification clause of stated in Section 5 of this document. If the response to all the clauses is ‘YES’ and if any of the functionalities is not found in the Technical Bid, the bid is liable to be rejected.
3. In addition, certificates/ undertakings as per prescribed format provided under Form 11 header are to be attached with the Pre-qualification Bid, wherever mentioned against each clause. Pre-qualification bids not accompanied with the required certificates/ undertakings in the prescribed format, are liable to be rejected.
4. For other clauses of Pre-qualification Criteria, the bidder may preferably, attach a separate short write-up describing their capability, previous Similar experience etc., to support their claims made to applicable pre-qualification clause.
5. The Bidders must provide all the necessary and sufficient information as applicable in respect of Form 13 (Bidder’s Company Information) to support their claims made to the mandatory requirements of Pre-Qualification Criteria.
6. AIESL reserves the right to independently verify the veracity of certificates/ undertakings submitted or client details/references provided, during Pre-qualification bid evaluation and technical bid evaluation process. If the information provided in the Pre-qualification bid is found incorrect later, the bid is liable to be rejected.
7. No variance to the mandatory Pre-qualification criterion will be accepted.

Form 08: PRE-QUALIFICATION BID

Pre-Qualification Bid Format

(To be printed on the Bidder's Company Letter Head)

To,

AI Engineering Services Ltd. (AIESL),
2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi-110003.
011-24600777

Ref. No:

Date:

Dear Sir,

Sub: Pre-Qualification Bid as per your Tender No. AIESL/Corporate Office New Delhi/17/220658 dated 23-12-2022

With reference to your tender **AIESL/Corporate Office New Delhi/17/220658 dated 23-12-2022** for INSTALLATION/MAINTENANCE OF ALL HARDWARE AND SOFTWARE ALONG-WITH IT HELP DESK SERVICES, we hereby submit our **Pre-Qualification Bid**.

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 09: BIDDER'S COMPANY INFORMATION

To,

AI Engineering Services Ltd. (AIESL),
2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi-110003.
011-24600777

Please complete the below table. Please note references to other sources e.g., websites addresses are not acceptable. Additional information can be given as an attached sheet.

Sl. No.	Requirements	Details
1	Bidder's Company Name & address	
2	The company must have been incorporated as a partnership, private or a public limited company	
3	Paid up capital	
4	Year of incorporation	
5	Annual turnover for the last three years (up to FY 2021-22)	
6	Bidder's Company Contact Person Name, Job title, e-mail address, mobile, and direct contact telephone no. and fax no.	
7	Location and details of FMS support	
8	Details of Commercial Airline clients with name of each client along with contact person	Please attach separate sheets for providing the details
9	Names of Commercial Airline clients using the proposed solution and/or in the process of migration to the proposed solution, along with the fleet Size & aircraft type, the names of modules implemented and date of implementation. Please specify fleet Size of each airline.	Please attach separate sheets for providing the details

Form 10: EVALUATION CRITERIA - TECHNICAL BID

To,

AI Engineering Services Ltd. (AIESL),
2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi-110003.
011-24600777

Evaluation Criteria: Technical Bid

1. The Bidders must meet all the mandatory pre-qualification criteria as listed in Section 7 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. Bidders are required to write “Standard, Customization or Non-Compliance” in the ‘SI response’ column according to the status of the functionality being met by the application software. The Bidders are to provide the detailed write-up under each item of their offered product listing the main / special 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 response to the tender requirements / specifications. Attach separate sheets, as necessary.
3. **AIESL** would evaluate the responses based on the detailed information as provided. The decision of **AIESL** in this regard shall be final.
4. Product presentations / demonstrations shall also form a part of the technical evaluation process, **AIESL** further reserves the right to visit the sites of clients for observation of performance of the software in a live environment, as well as to assess other salient aspects of the product.

Form 10 A: TECHNICAL BID

TECHNICAL BID FORMAT

To be printed on the Bidder's Company Letter Head

To,

AI Engineering Services Ltd. (AIESL),
2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi-110003.
011-24600777

Ref. No:

Date:

Dear Sir,

Sub: Technical Bid as per your Tender No. AIESL/Corporate Office New Delhi/17/220658 dated 23-12-2022

With reference to your **AIESL/Corporate Office New Delhi/17/220658 dated 23-12-2022** for INSTALLATION/MAINTENANCE OF ALL HARDWARE AND SOFTWARE ALONG-WITH IT HELP DESK SERVICES, we hereby submit our **Technical Bid** as per requirements mentioned in **Section 7**.

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: EVALUATION CRITERIA - COMMERCIAL BID

To,

AI Engineering Services Ltd. (AIESL),
2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi-110003.
011-24600777

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 7 and Form 6 of Section 11.
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. All other costs, as quoted separately by the bidders for providing support for installation, integration, implementation, migration, testing, user manuals, field service support, etc. as per Commercial Bid format would be added to the total bid price for price evaluation.
4. It will be the responsibility of the bidder to comply and pay all taxes / levies / duties in the country of origin as well as in India, as applicable for the entire contract.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Unconditional discounts and credits, if any, would be adjusted in the total bid price for price comparison.
12. Conditional discounts and credits, if any offered in the commercial bid, will not be considered for price comparison.
13. Representations, if any, for modifications to the price quoted in the commercial bids will not be entertained after opening of the Tender.
14. 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.

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),
2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi-110003.
011-24600777

This is to certify that the (Name of the service offered in response to the tender) _____
_____ provided by M/s (Company name and address of Service provider)
_____ has been Implemented at (Company name and address of client / customer) _____
_____ and has been in operation Since _____
_____ (Mention the month and year the service went live). The service is currently operational.

Authorized Signatory of
the Client / Customer: _____
Name: _____
Designation: _____

Client / Customer's
Company Name & Seal: _____
Business' Address: _____

Form 12 B

From Bidder's Airline Client / Customer

To be printed on the Client / Customer's Company Letter Head

Ref. No:

Date:

To

AI Engineering Services Ltd. (AIESL),
2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi-110003.
011-24600777

This is to certify that the (Name of the service offered in response to the tender) _____

_____ provided by M/s (Company name and address of Service provider) _____

_____ has been Implemented at (Company name and address of scheduled commercial airline client / customer) _____

_____ and has been in operation Since _____

_____ (Mention the month and year the product went live). The service is currently operational.

We are a commercial airline having the following fleet

- 1.
- 2.
- 3.

Authorized Signatory of the Client / Customer: _____

Name: _____

Designation: _____

Client / Customer's

Company Name & Seal: _____

Business' Address: _____

Form 12 C

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),
2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi-110003.
011-24600777

- 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 Rs. 200 Crores during the last financial year as stipulated in the AIESL tender no. _____ 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 12 D

Bank Guarantee Format for Security deposit

To

AI Engineering Services Ltd. (AIESL),
2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi-110003.
011-24600777

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 specified therein as Security deposit amounting to Rs. _____ (_____), 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 responsible 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 specified 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

Pre-Bid Query - Technical Bid

To be printed on the Bidder's Company Letter Head

To

AI Engineering Services Ltd. (AIESL),
2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi-110003.
011-24600777

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

Pre-Bid Query - Commercial Bid

To be printed on the Bidder's Company Letter Head

To

AI Engineering Services Ltd. (AIESL),
2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi-110003.
011-24600777

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: DEVIATION FORM

To be printed on the Bidder's Company Letter Head

To

AI Engineering Services Ltd. (AIESL),
2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi-110003.
011-24600777

The Statement of Deviation allows a Bidder to request for deviations in their scope of work.

Bidder is required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. It also needs to provide a reference of the page number, state the clarification point as stated in tender document and the comment/ suggestion/ deviation that you propose as shown below.

AIESL may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by AIESL will not entitle the Bidder to submit a revised technical or Commercial Bid.

Tender No:			Date:	
Sr. NO.	Page Number	Section Number	Clarification points as stated in the tender document	Comment/ Suggestion/ Deviation
1.				
2.				
3.				
4				
5				
6				

Signature of the Bidder: _____

Name of the Bidder: _____

Company Name & Seal: _____

Business' Address: _____

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
2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi – 110003

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 suspended 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

BIDDING FORMS CHECK-LIST

SN	Bidding Forms	Whether submitted or not (Yes / No)	Page No.
1.	Scan copy of e-receipt against EMD. Exemption to submit Earnest Money Deposit (EMD) on submission of valid Udyog Aadhaar Memorandum (UAM) against Tender for the items/ nature of business/ type of services specified therein in the UAM.		
BIDDER'S ELIGIBILITY CRITERIA			
2.	Registration Status		
3.	Positive Net worth		
4.	Experience of the Bidder in India		
5.	Non-Blacklisting		
6.	Experienced professional in proposed INSTALLATION/MAINTENANCE OF ALL HARDWARE AND SOFTWARE ALONG-WITH IT HELP DESK SERVICES		
7	All documents as per pre-qualification bid requirements		
OTHER MANDATORY DOCUMENTS			
8	Forms and Format as specified in section 11		

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 as given in section 7 and 11: 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:

Annexure 1

AIESL Regions and IT Peripherals Details							
Major Regions	Area	Location Name	Deskt op	Printers/Sca nners	Lapt ops	Projec tor	Total devices
HQ, Safdarjung	Delhi	Safdarjung	45	39	6	1	91
Northern	Delhi	Airbus - NAC T1 and T2	444	154	2	2	602
		T3 , EMF, PIER B, PIER C	133	46			179
Eastern	Kolkata	NTA, Hangars	152	50	7	3	212
Western	Mumbai	NEC	305	107	2	4	418
		OAP	431	117	17	1	566
	Nagpur	MRO NAG	104	38		2	144
Southern	Hyderabad	MRO HYD	146	70	2		218
	Bengaluru	BLR	22	11	6		39
	Chennai	MAA	27	6			33
	Thiruvanantha puram	TRV	49	14	4		67

Substations/Line stations						
Line Stations	Line Stations	Line Stations (Substations)	95	71	4	170
Total EUDs			Deskt op	Printers/Sca nners	Lapt ops	Projec tor
			1953	723	50	13
						2739