

AI ENGINEERING SERVICES LIMITED

PPMM Department
AIESL MRO TRV
AIESL/TRV-MRO/MMD/04-180



COVERING LETTER

Subject: Tender for Supply, Installation and Warranty Support of 35 nos of Brand New Laptops for various departments at AI Engineering Services Limited, AIESL MRO TRV-695007

- a) AI Engineering Services Limited (AIESL) invites on line bids through GeM portal from authorized firms for **Supply, Installation and Warranty Support of 35 nos of Brand New Laptops, Make: HP/DELL/LENOVO/ASUS/ACER at AI Engineering Services Limited, AIESL MRO TRV-695007,**
- b) **Supply Location:** AIESLMRO, Near International Terminal, Trivandrum Airport, Chackai-695007
- c) **Earnest Money Deposit:** Rs. 63,000/- (Indian Rupees Sixty-Three Thousand Only) must be submitted. EMD will not carry any interest and will be adjusted against security deposit.

Submission of EMD through online AIESL Payment Gateway i.e <https://forms.eduqfix.com/aiengineering/add> .

❖ **DISCLAIMER**

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

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

❖ General Terms and Conditions

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

❖ **ONE BID PER BIDDER:**

A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

- ✓ A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:
 - a) they have controlling partner (s) in common; or

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- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. Bidders are required to submit a confirmation for no conflict of interest with other bidders. Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

✓ Alternative Bids shall not be considered.

✓ Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details. & DIN Nos. and corresponding documents.

In case of Partnership / LLP: Bidder must submit copy of Partnership /LLP Deed.

In case of Public / Limited Company: Bidder must submit copy of Share Holding details of all shareholders.

✓ It is the responsibility of the participating Bidder(s) to assess the relationship as mentioned above. In case any undertaking/declaration given by a Bidder(s) in this regard is found to be false, this would be a sufficient ground for rejection of Bid(s) /termination of contract and also initiation of further action as per Corrupt/Fraudulent/ Collusive / Coercive Practice.

❖ Standard Terms & Conditions:

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

✓ AIESL reserves the right not to consider the bid of any Bidder, blacklist the Bidder for 3 (three) years, if it is determined / noticed at any stage during the tendering process or after release of Contract that the said Bidder has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive practice in order to bid / obtain the Contract. This will also have an impact on other Contracts / POs, the Bidder may have with AIESL where AIESL reserves the right to take appropriate action as deemed fit.

✓ AIESL reserves the right to reject / not consider at its sole discretion the bids of such bidders who have been involved in any litigation with AIESL in the last 3 years and / or are at present

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

✓ AIESL reserves the right to reject / not consider at its sole discretion the bids of such bidders have been blacklisted / debarred by any PSU, government bodies in India.

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

❖ **Specific Terms & Conditions: - Scope of Work, Insurance & Warranty**

✓ **Insurance & Other obligations:** - Equipment (Including Insurance and other obligations) is the sole responsibility of the successful tenderer until successfully accepted by AIESL.

✓ **Standard Warranty shall be from the date of commissioning against all materials/workmanship defects for the unit as well as for bought-out items.**

✓ For any Warranty related issue, the tenderer should respond within 24 hours. Any un-serviceable equipment beyond 20 days, in a year due to Bidders response shall attract a penalty of 0.5% per week of submitted SD/PBG. Depleted amount with regard to SD /PBG need to be topped up with in fifteen days by the tenderer.

✓ Standard warranty should include free servicing and comprehensive parts coverage at premises where the equipment is positioned.

✓ **Post Warranty requirement:** Bidder should give an undertaking that they will provide spares support for at least 05 years, from the date of supply of units to AIESL.

✓ **Documents:** Along with the units, manuals with details of specifications, trouble shooting, preventive maintenance check sheet, & schedule, warranty cards shall be supplied.

✓ **POINT OF CONTACT:** - Single point contact to be provided by the bidder along with email ID and telephone number of the contact person for any clarification during tender process.

❖ **SPECIAL CONDITIONS:**

✓ The location of work area is highly security sensitive and supplier will be required to obtain entry pass from our Security dept.

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- ✓ A qualified and responsible supervisor will always remain present at site, when the work is being carried out. He will ensure compliance of standard safety precautions and use of safety equipment.
- ✓ Equipment which are in fit to use and serviceable condition only shall be provided to AIESL. It will be the supplier's soul responsibility to attend break down of equipment, if any, during the operation.
- ✓ Safety of the supplier's personnel / equipment shall be responsibility of the supplier.

❖ TENDER PROCEDURE

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

❖ For any clarification, please contact the following official.

For Technical Query:

Mr Kamlesh Kumar Singh, E mail: kamlesh.singh@aiesl.in

For Commercial Query:

Mr. Sirajudheen T M, Email: sirajudheen.tm@aiesl.in

❖ AIESL 'S RIGHT TO EVALUATE ELIGIBILITY:

- ✓ AIESL reserves the right to require a bidder to submit documentary evidence, in the form and manner that AIESL deems appropriate, to prove that it continues to satisfy the Eligibility Criteria at any time:
 - a. after the last date of bid submission; or
 - b. prior to or after the issuance of the LOI or execution of the Contract, if such a Bidder is selected as the Successful Bidder.
- ✓ AIESL reserves the right to verify all statements, information and documents submitted by Bidders in response to the Tender Document. Any such verification or lack thereof by AIESL

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will neither relieve the Bidders of their obligations or liabilities nor affect any rights of AIESL under this Tender Document.

- ✓ If AIESL is of the opinion that the Bidder does not satisfy the eligibility criteria, then AIESL shall have the right to:
 - a. disqualify the Bidder and reject its Bid; or
 - b. revoke the LOI or terminate the Contract after acceptance of its Bid by issuing a written notice to the Bidder.
- ✓ AIESL's determination of a Bidder's eligibility shall be final and binding. AIESL shall not be liable, in any manner whatsoever, to the Bidder for a rejection of its Bid, the revocation of the Letter of Award (LOA) issued to it or the termination of the Contract executed with it. Furthermore, any losses suffered by AIESL as a result of such rejection, revocation, or termination, including but not limited to opportunity costs incurred by AIESL, shall be borne solely by the Bidder.

❖ **HANDLING OF GRIEVANCES DURING THE TENDER PROCESS:**

- ✓ Any Supplier, Service Provider/ Contractor or consultant that claims to have suffered or is likely to suffer loss or injury as a result of a decision/action/omission of the Procurement Entity may make an application for its review within a period of Five (5) days to **Sr AGM-PPMM** in the email id- azim.ansari@aiesl.in . Successful bidders may seek de-briefing regarding the rejection of their bid, in writing or electronically, within Five (5) days of the declaration of techno-commercial or financial evaluation result.
- ✓ Only directly affected and participating bidders can raise a grievance.
- ✓ Grievances can be raised only for the stage in which the bidder is eligible.
- ✓ After Pre-qualification: Only pre-qualified bidders may raise issue about technical/financial bids.
- ✓ After technical evaluation: Only technically qualified bidders may raise issues about financial bids.

❖ **PRE-BID MEETING:**

- ✓ AIESL shall organize an online Pre-Bid meeting with all interested Bidders before the last date of bid submission to provide an understanding of the Bidding Process, the Services, the terms of the Contract and the services to be provided by the bidder and to understand any queries, issues or suggestions that the Bidders may put forward.
- ✓ The Pre-Bid Meeting will be convened on the date and time specified in the GeM bid document.
- ✓ A Bidder may nominate up to max. two representatives to participate in a Pre-Bid Meeting, provided that the Bidder has notified AIESL of its representatives along with its authority letter to AIESL at least two days prior to the Pre-Bid Meeting.
- ✓ Without prejudice to the foregoing Clauses, the Bidders will be free to seek clarifications and make suggestions for consideration of AIESL in the course of the Pre-Bid Meeting.
- ✓ AIESL shall endeavour to provide text of the questions raised and the responses, along with the minutes of the Pre-Bid Meeting and such further information as it may, in its sole

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discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process, within the date specified in the GeM Bid document.

- ✓ Any oral clarification or information provided by or on behalf of AIESL at the Pre-Bid Meeting will not have the effect of modifying the Tender Document in any manner, unless AIESL issues an Addendum for the same or AIESL issues written interpretations and clarifications. All such Addendum will be published on GeM portal.
- ✓ Attendance of the Bidders at the Pre-Bid Meeting is not mandatory and failure to attend the Pre-Bid Meeting will not be a ground for disqualification of any Bidder.

❖ **AMENDMENTS TO THE TENDER DOCUMENTS:**

Issuance of Addenda:

- ✓ Up to & until the date that is specified in the GeM bid document, AIESL may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by Bidder(s) at the Pre-Bid Meeting, amend the Tender Document by issuing an addendum.
- ✓ The Bidders are required to read the Tender Document with any Addenda that may be issued.
- ✓ Each Addendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum.
- ✓ Any oral statement made by AIESL or its advisors regarding the Bidding Process, the Tender Document or the Services or on any other matter related to the Scheme, shall not be considered as amending the Tender Document

❖ **AVAILABILITY OF INFORMATION:**

- ✓ The information relating to or in connection with the Services, the Bidding Process and the Tender Document, including all notices issued by AIESL to all Bidders in accordance with this Tender Document; queries and responses or clarifications; minutes of the Pre-Bid Meeting, addenda and/ or the revised Tender Documents shall be uploaded on the GeM portal and the AIESL website and remain published until the last date of bid submission.
- ✓ If, at any time prior to the last date of bid submission, a Bidder faces any technical issue or technical error in accessing the GeM portal, AIESL shall not be responsible and the responsibility to bid on the GeM in time shall be the responsibility of the bidder(s).

❖ **CORRESPONDENCE WITH BIDDERS:**

- ✓ Save as expressly provided in these Tender Documents, AIESL will not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise.

❖ **LANGUAGE OF THE BID:**

- ✓ The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged between the Bidder and AIESL shall be only in the **English language**.

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- ✓ Any printed literature/ document furnished by the Bidder, if asked for by AIESL as a part of the bid submission documents, may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English in which case, for the purposes of interpretation of the Bid, the English translation shall prevail. In all such cases, the translated literature/ document shall be duly notarized by a public notary. Supporting materials which are not translated into English may not be considered by AIESL during the bid evaluation.

❖ **DUE DILIGENCE BY THE BIDDER:**

- ✓ The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Tender Documents at its own cost.
- ✓ AIESL shall not be liable to the Bidder for any consequences pursuant to the Bidder's failure to undertake its own due diligence and reliance solely on the information provided in this Tender Document.
- ✓ It shall be deemed that by submitting a Bid, the Bidder has:
 - ✓ made a complete, independent, and careful examination of the Tender Document and unconditionally and irrevocably accepted the terms thereof;
 - ✓ made careful examination and research of all required information, inputs, conditions, circumstances, and factors that may have any effect on its Bid;
 - ✓ received and reviewed all relevant information provided by AIESL, as may be relevant to the Bid;
 - ✓ evaluated and accepted all the risks, contingencies and other circumstances which may influence or affect the operations under the Tender and agreement;
 - ✓ accepted the risk of inadequacy, error or mistake in the information provided in the Tender Document or furnished by or on behalf of AIESL relating to any of the matters related to the Bidding Process or scope of services;
 - ✓ satisfied itself about all matters regarding the Bidding Process and the scope of services, required for submitting an informed Bid, in accordance with this Tender Document and performance of all of its obligations;
 - ✓ acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Document or ignorance of any of the matters related to the Bidding Process or the scope of services shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from AIESL or a ground for termination of the Agreement by the Successful Bidder; and
 - ✓ agreed to be bound by the undertakings provided by it under and in terms hereof.

❖ **SIGNING OF THE BID:**

Each Bid including all its pages must be typed or written in indelible ink and should be physically signed by the authorized signatory of the Bidder.

❖ **EARNEST MONEY DEPOSIT:**

Rs. 63,000/- (Indian Rupees Sixty Three Thousand Only) must be submitted. EMD will not carry any interest and will be adjusted against security deposit.

the bidder shall submit the EMD through online AIESL Payment Gateway i.e <https://forms.eduqfix.com/aiengineering/add>

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Submission of EMD shall be valid only till due date and time of bid submission. No request shall be entertained regarding submission of EMD after due date and time of bid submission and submitted bids will be outrightly rejected.

- ✓ Bid must be accompanied with earnest money deposit (i.e Earnest Money Deposit (EMD) also known as Bid Security) **Online banking transaction / 'Fixed Deposit Receipt' [in favour of AI Engineering Services Limited] or 'Bank Guarantee'**. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' should have a validity of **at least 'two [02] months' beyond the validity of the Bid.**
- ✓ Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.
- ✓ AIESL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.
- ✓ Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- ✓ The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the '**Award**' and furnishing the '**Security Deposit**'.
- ✓ Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
 - (a) If a Bidder withdraws his Bid during the 'Bid Validity Period'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt of the "Notification of Award" / Fax of Acceptance [FOA]",
 - (ii) furnish "Security Deposit".
- ✓ In case EMD is in the form of 'Bank Guarantee', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- ❖ **Exemption of EMD:**
The bidders seeking EMD exemption must submit the following valid supporting documents for the relevant category with the Bid:

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- ✓ Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process.
- ✓ Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption.
- ✓ KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- ✓ Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation.
- ✓ Sellers / Service Provider having annual turnover of ₹ 500 Crore or more, at least in one of the past three completed financial year(s).
- ✓ Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
- ✓ Central / State PSUs.
- ✓ MSEs/MII units registered with the NSIC under its single point registration Scheme/Public Sector Registered with Udyog Aadhar Memorandum (UAM).
- ✓ Bidders are required to submit relevant document for exemption from furnishing Earnest Money / Bid Bond.
- ✓ In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by AIESL. The forfeiture amount will be subject to final decision of AIESL based on other terms and conditions of order/ contract.
- ✓ EMD/Bid Bond will not be accepted in case the same has reference of ‘remitter’/’financer’ other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.
- ✓ In case of submission of EMD in the form of FDR, the points mentioned below shall be applicable:
 - ✓ The Fixed Deposit Receipt (FDR) submitted by Bidder from a Bank based in India shall be duly pledged / lien in favour of “AI Engineering Services Limited”.
 - ✓ The FDR shall be in the name of the AI Engineering Services Limited (AIESL), A/c.....(Name of Bidder) and the Bidder cannot encash / pre-mature this FDR without the discharge letter / NOC/approval of AIESL. However, AIESL can encash this FDR without the approval of the Bidder in case of non-compliance of the terms of the tender.
 - ✓ The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to AIESL as per the format of “Third Party Deposit Confirmation Letter”.

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- ✓ Note: FDR along with original confirmation letter in the manner mentioned above shall be uploaded/submitted as per tender conditions.
- ✓ Bank means - Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of "Fixed Deposit" from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the "Fixed Deposit" itself or separately on its letterhead. AIESL will verify the Fixed Deposit Receipt from issuing bank.
- ✓ The FDR should have a validity of at least 'two [02] months' beyond the date on which the bid expires.
- ✓ Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at Delhi.
- ✓ FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of AIESL.

- ✓ **Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.**

❖ **DECLARATION FOR BID SECURITY:**

Bidder (including MSEs, Startups) are required to submit Declaration for Bid Security as per proforma at Form Format-1.

❖ **ZERO DEVIATION AND REJECTION CRITERIA:**

- ✓ Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.
- ✓ As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed bids and which have not undergone change since then.

REJECTION CRITERIA: Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security / Bid Security declaration, as applicable
- (c) Documents as specified in Pre-Qualification Criteria (PQC).
- (d) Specification & Scope of Work
- (e) Schedule of Rates / Price Schedule / Price Basis



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- (f) Duration / Period of Contract/ Completion schedule
 - (g) Period of Validity of Bid
 - (h) Security Deposit
 - (i) Guarantee / Defect Liability Period
 - (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
 - (k) Force Majeure & Applicable Laws
 - (l) Any other condition specifically mentioned in the tender document elsewhere that non compliance of the clause lead to rejection of bid.

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

❖ **MODIFICATION AND WITHDRAWAL OF BIDS:**

- ✓ The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.
- ✓ No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- ✓ Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB / invocation of action as per Bid Security declaration and rejection of Bid.
- ✓ The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

❖ **AIESL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

- ✓ AIESL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for AIESL's action.
- ✓ In GeM, there is provision for representation against disqualification of bidder within the specified period after disqualifying the bidder against GeM Bid. Disqualified bidders should not upload new/additional documents against representation on GeM as the same shall not be evaluated.
- ✓ Further, following decisions of AIESL shall not be subject to review:
 - a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

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❖ **CONFIDENTIALITY:**

- ✓ Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such a process until the award to the successful bidder.
- ✓ Any effort by the Bidder to influence AIESL in the 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

❖ **PURCHASE PREFERENCE:**

Purchase preference to Micro & Small Enterprises (MSEs), Class-I as per PPP-MII policy Local supplier shall be allowed as per Government instructions in vogue, as applicable from time to time.

As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.

Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.

Bidders are advised to update their status on GeM portal to avoid any complications during evaluation.

❖ **BID VALIDITY:**

- ✓ Bids shall be kept valid for period specified in GeM bid from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by AIESL as 'non-responsive'.
- ✓ In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the AIESL may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period on GeM portal. The request and the responses thereto shall also be made in writing or by email (outside GeM, if required). After opening of price bids in GeM, the extension (outside GeM, if any) will be regularized through GeM with L-1 bidder. Bidder may refuse the request without forfeiture of his EMD/Bid Security.
- ✓ A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension in all respects.

❖ **Submission of BIDS:**

Technical Bid:

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- ✓ Bidders are advised to study carefully the Terms & Conditions as given in this tender document and submit their **technical bid** accordingly.
 - ✓ Bidders are required to download all the documents. Wherever applicable the documents are to be duly filled-in with the required details. The filled-in documents along with supporting documents, if any, need to be uploaded on **GeM portal** for technical evaluation purpose. **Uploading of required Documents is mandatory. The documents should not mention any rates / prices, else bidder will be disqualified during technical evaluation.**
 - ✓ Bidders are **required to give their acceptance of the terms and conditions as per Documents**. Any deviation from the terms and conditions must be clearly spelt out in the Technical Bid.
 - ✓ Any other deviation in the specifications or tender's terms and conditions must be communicated to the concerned buyer / user for acceptance of the same, prior to submission of the bid depending on the merit of the case. AIESL reserves the right to accept or reject the deviation. In case, the deviation is accepted, the tender document will be amended accordingly. The bidder should submit their bid in line with the tender document only or else the same would be liable for rejection.
 - ✓ AIESL reserves the right to change this date of opening at its own discretion.
 - ✓ **All the supporting documents, as specified in the tender documents that are required for compliance of bid must be submitted with the technical bid.**
 - ✓ AIESL reserves the right to call for the original copies of the attached / submitted documents in the technical bid for verification purpose during the evaluation stage. The Technical Bids would be evaluated for compliance in accordance with the tender document. The User Department of AIESL reserves the right at its sole discretion to seek clarification for shortcomings in information/documents from the bidders as deemed necessary for the purpose of evaluation of the bids.
- ❖ **Price Bid:**
- ✓ Bidders are required to **quote for the entire tendered quantity**.
 - ✓ AIESL will not accept inclusion of any additional costs, if requested for, after closing of the tender.
 - ✓ Submission of incorrect or incomplete information or with arithmetical errors in compilation of the data would be at the bidder's sole risk. The decision of AIESL in such cases would be final and binding.
 - ✓ **Total Price inclusive of GST quoted in GeM Portal shall only be considered for award. Hence, bidders are advised to quote carefully so that no discrepancy arises between financial breakup and quoted price in GeM Portal.**
- ❖ **Validity of Quotation, Prices, Govt. Taxes / GST**
- ✓ The price offered / agreed should remain firm till completion of the contract.
 - ✓ No request for increase in price shall be entertained during this period except on account of increase in GST or any other Government levy, if imposed by the Govt. of India. Proof of payment for such increase is to be submitted to AIESL by the successful Bidder.

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- ✓ The Bidders should commit to pass on the benefit to AIESL of reduction in statutory taxes, etc. by the Government, during the period of validity of the Contract.
- ✓ During the contract period, if for any reason there is a downward revision in prices, the successful bidder will be responsible for passing on the benefits to AIESL.
- ✓ Increase in Govt. Taxes / GST etc. or any new levies, if imposed by the Govt. of India / State Govt. / Local Bodies, during the contract period will be borne by AIESL, if requested for, by the Successful Bidder/s. However, such request will be considered only if it is substantiated with copies of valid documentary proof of the same and **only if the bidder/s has quoted their rate giving the break-up of Govt. Taxes / GST in their price bid.**

❖ QUANTITY, LEAD TIME & DELIVERY SCHEDULE:

- ✓ AI Engineering Services Limited has the right to reduce / increase the quantity of equipment / item without any increase in unit price. During the course of tender and warranty / extended warranty period, based on the future requirement the unit location may change.
- ✓ The successful tenderer shall at its own cost and expense supply the equipment and perform the installation work.:
 - 1) In accordance with the specifications;
 - 2) In accordance with the delivery schedule;
 - 3) In accordance with the best industry practice, diligently, efficiently, in a timely manner with reasonable care and skill to be expected of a reputable supplier experienced in the type of work to be carried out under the tender.
- ✓ **Documentation:** All relevant documents required for supplying / shipping the spares should accompany the supplies.
- ✓ Lead Time if any, with reference to the Delivery Schedule as specified in the tender document is to be adhered to, by the bidders.
- ✓ The units to be delivered at site within or up to 30 days from the date of award of PO.
- ✓ **Delivery Location:** AI Engineering Services Limited, AIESL MRO COMPLEX, CHACKAI-695007

❖ AMENDMENTS / EXTENSIONS:

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

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- ✓ Amendments, corrigendum, if any, and any extensions of the due date of opening of the Bids, as per the requirements of AIESL, will be uploaded in GeM.
 - ❖ **REJECTION OF BIDS:** The submitted Bid will be rejected on the following grounds:
 - ✓ Tenders received without required information and relevant documents as per the eligibility criteria, are liable to be rejected. However, AIESL reserves the right at its sole discretion to seek whatever information, documents etc. from the bidders as it may consider necessary for the purpose of the technical evaluation.
 - ✓ In case of any variation, in the documents / data declaration submitted by the Bidder in support of the Technical Bid with the original documents, the Bids of such Bidder would be out-rightly rejected and would be disqualified during Technical Bid evaluation of Tender.
 - ✓ Conditional Bids are liable for rejection. Decision of AIESL in such case shall be final and binding.
 - ❖ **Benefits / Preference for Micro & Small Enterprises (MSEs)/MII's:**
 - ✓ Applicable as per the GeM Policies.
 - ✓ In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.
 - ✓ Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:
 - ✓ ***“In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change”.***
 - ✓ Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefits. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
 - ✓ If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.
 - ✓ The benefit of policy is not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.
 - ❖ **Security Deposit / Performance Bank Guarantee:**
 - ✓ The Bidder/s who qualifies for award of Contract will have to deposit with AIESL 5 % (Five percent) of the total value of the Contract, as Security Deposit (SD) within 14 days of notification of acceptance of bid and communication of contract. This SD will be free of interest. In case, the SD is not deposited in time, the bills shall not be processed for payment till the SD is paid.

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- ✓ The Applicable Security Deposit / Performance Bank Guarantee must be submitted
- ✓ For submission of Security Deposit/ Performance Bank Guarantee, the successful bidder can also submit the Security Deposit/ Performance Bank Guarantee through online AIESL Payment Gateway i.e <https://forms.eduqfix.com/aiengineering/add>
- ✓ The SD is applicable to all bidders including MSME's.
- ✓ In case of submission of Security Deposit/Performance guarantee is to be paid by way of ECS, Bank Guarantee issued from any Commercial Bank, Fixed Deposit Receipt from any Commercial Bank for an equivalent amount in favour of AI Engineering Services Limited.
- ✓ It may please be noted that the original BG has to be forwarded by the Bank directly to AIESL through registered AD as per the detailed procedure which will be advised to the successful bidder. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the successful bidder/s.
- ✓ In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / bank guarantee be invoked.
- ✓ The Security Deposit / Bank Guarantee will be refunded / returned without interest within 60 days of successful completion of services against the Contract after adjusting for penalties, if any, that may be imposed under the terms of the Contract.
- ✓ Validity of the BG would be for an additional period of 60 days after the scheduled completion of all obligations under the Contract.

❖ **EVALUATION CRITERIA:**

✓ **Technical Bids:**

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

✓ **Price Bids:**

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

❖ **Inspection Clause:**

- ✓ **Inspection of bidders' facilities at the time of evaluation of the Technical Bids:** AIESL reserves the right to inspect at its cost the production facility / facilities of the bidders in order to assess their infrastructure and capability to produce and deliver in accordance with the work schedule as indicated in this tender. The decision of AIESL in such case shall be final and binding.
- ✓ **Inspection of the facility of the bidder who has been awarded the Contract / Purchase Order:** AIESL further reserves the right to inspect the work location/office facility of the bidder, who has been awarded the Contract / Purchase Order, in order to confirm consistency of quality of the items as produced for AIESL.

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- ✓ **Pre-Delivery Inspection:** Will be carried out by AIESL representatives at manufacturers premises. Local facilities for inspection and testing of equipment are to be arranged by manufacturer. Inspection, testing as per manufacturers specification including full load test & tests to ensure that the equipment's meet all technical parameters shall be carried out at manufacturers works before dispatch of the equipment.
- ✓ **Quantity Inspection and rejection after release of contract / purchase Order:** Every supply should be accompanied with a Quality Assurance Certificate (QAC) indicating that goods so supplied are in parameter / quality and or deficient in any other respect would also be liable for rejection at the time of inspection. If supplies are found to be defective, short supply or not confirming to the specifications / requirements, it may result in rejection without any liability on AIESL and necessary rectification will have to be made IMMEDIATELY and FREE OF COST in order to sustain the operations of AIESL. Penalty would be applicable as stated in the penalty clause.
- ❖ **Other Terms & Conditions:**
- ✓ **Force Majeure:**
- ✓ The Bidder / Successful Bidder /AIESL (herein referred to as Party / Parties) shall not be liable for, nor be in default by reason of any failure or delay in discharge of its obligations under this Tender / Contract, where such failure or delay is caused by any act, including but not limited to any act of God, action or inaction of government authorities, fire, flood, gales, storm, lightning, earthquake, explosions or other catastrophes, accidents, weather, power failure or shortage of power, riot, war (declared or undeclared), warlike operations, act of terrorism, boycott, embargo, rebellions, sabotage, epidemics, quarantines, lock out, restrictions on travel based on travel advisories of any governmental entity, unavailability of the usual means of transportation, hostilities, revolution, civil commotion or public disorder or any other cause beyond its control.
- ✓ The Party encountering and affected by such causes and event shall inform the other in writing immediately of such an occurrence event and shall use its best reasonable efforts to minimize the economic and other effects and rectify as soon as possible any harm or delay created thereby shall reasonably allocate its available resources, giving priority to their obligations under this Contract.
- ✓ For the avoidance of any doubt, it is clarified that, payment obligations of AIESL shall be excused due to an event of Force Majeure.
- ❖ **INTERPRETATION:**
- ✓ In the event of any difference in the interpretation of any of the clauses of the Contract / Purchase Order / Agreement and / or the Tender documents, the clarification given by **Chief Procurement Officer (CPO)**, AIESL shall be final and binding.
- ❖ **ARBITRATION:**
- ✓ Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be resolved amicably by mutual consultation. If an amicable settlement is not forthcoming and dispute is not resolved within 21(Twenty-One) days, from the date when mutual consultation started, recourse may be taken to settlement of disputes through

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arbitration as per the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties.

- ❖ **JURISDICTION:** -The court of Delhi only will have jurisdiction to deal with and decide upon any legal dispute what so ever arising out of this tender.

- ❖ **ERRANT BIDDERS:**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by them in bidding or withdrawal of bid or varying any term in regard thereof leading to re Tendering, AIESL shall forfeit Earnest Money paid by the bidder and such bidders shall be debarred from participation in re Tendering of the same job(s) as well as against any Tender inquiry for any service sought by AIESL or its subsidiaries at all locations.

- ❖ **FRAUDULENT PRACTICES:**

AIESL requires that bidders/contractors observe the highest standard of ethics during the bid 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 1) offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process or 2) save and except as permitted engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement/Work Order as the case may be any person in respect of any matter relating to the Project or the LOI or the Agreement/Work Order who at any time has been or is a legal, financial or technical advisor of the Company in relation to any matter concerning the Contract of anything of value to influence the action of a public official in the procurement process or contract execution;

b. **“Fraudulent practice”** means a misrepresentation/board of directors is the same/omission/suppression/disclosure of incomplete facts in order to influence the tendering process. Forging in order to influence a procurement process or the execution of a contract to the detriment of the AIESL, and includes collusive practice among bidders (before or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the AIESL of the benefits of free, fair and open competition.

c. **“Coercive Practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the tendering process.

d. **“Undesirable Practice”** means 1) establishing contact with any person connected with or employed or engaged by the Company with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the tendering process or 2) having a conflict of interest and

e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among bidders/prospective Service Providers to restrict or manipulate a full and fair competition in the Tendering Process.

f. AIESL 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 in question.

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g. AIESL shall declare a firm ineligible and put on holiday, either indefinitely or for a stated period if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

h. AIESL shall rescind the contract forthwith, in case of successful bidder adopting fraudulent/forgery/corrupt practices during the currency of the contract.

❖ **BLACKLISTING CONDITIONS:**

The party/ board of director (whose name is common) shall be blacklisted from participating in any Tenders floated by AIESL for the next three years, in case the Tenderer:

a) Adopts fraudulent practices as cited above.

b) Withdraws after award of the LOI/Work Order and fails to commence within the specified stipulated period and perform the contractual obligations during the currency of the contract.

c) Negative feedback from AI Asset holding Limited and its subsidiaries.

❖ **ASSIGNMENT/SUBLET:**

Sub-contracting by the Service Provider without the approval of AIESL shall be a breach of contract, unless explicitly permitted in the contract.

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

QUALITY ASSURANCE – Wherever applicable, successful bidder/s should ensure that Quality of the work/job is as per specifications. Not meeting the specification / parameter / quality and or deficient in any other respect would cause rejection at the time of inspection and material will be returned to the vendor at their cost. Also OEM COC to be submitted along with the supply without which the material shall not be accepted.

❖ **Payment Terms:**

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

❖ **Penalty Clause:**

- If the supplier fails to supply the item/fails to complete the job within the time frame shall be liable to pay the liquidated damage (LD)/penalty charges at the rate 0.5 % per week or part thereof the value of the undelivered portion of the goods (Excluding taxes and delivery charges) subject to maximum of 10% of the value of the undelivered or delayed goods. This is to be recovered from the Security Deposit/ Performance Guarantee.

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- There should normally be no system of waiver of LDs for delayed supplies in supply contracts and it may strictly be an exception rather than a rule. For an extension of the delivery date with waiver of LD, approval of the CA with consultation of associated Finance may be taken and justifications recorded.
- Penalty for Substandard / defective Quality / Short supply: At the time of delivery / acceptance of the item / goods if it is found that the items / goods so delivered are not as per the specifications given in the Contract / Purchase Order then AIESL reserves the right to reject the entire lot and get the entire quantity replaced free of cost by the bidder. The service is acceptable as per the specification provided in the tender and subject to quality control of the user department.

❖ **Termination and Exit Clause:**

- In case of unsatisfactory performance or breach of any of the clauses of this contract, AIESL would issue a notice of 30 days to the party to rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate this agreement by providing 30 days written notice to the party. The party shall not have any right to dispute or question the judgment of AIESL of the unsatisfactory performance of the party.
- Notwithstanding the above, AIESL shall also be at liberty to terminate this agreement for any reason including change in situation/circumstances, etc. by providing the party with 90 days written notice. The party shall also be at liberty to terminate this contract by providing AIESL with 90 days written notice. In such an event, the terminating party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination

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SCOPE OF WORK

The purpose of this tender is to invite bids from reputed organizations for SUPPLY, INSTALLATION, TESTING AND COMMISSIONING (SITC) OF **Make: HP/DELL/LENOVO/ASUS/ACER** Laptops as below:

- a) Supply, Installation and Commissioning of Windows-based Laptops with associated Hardware & Software as per the TECHNICAL SPECIFICATIONS.
- b) The supply of all the hardware & software components shall be with the required licenses which shall be perpetual in nature and the licenses shall be taken in the name of AIESL and will be the property of AIESL.

Broadly the Installation job for all the products involves the following:

- i. Installation of OS with the latest updates & security patches (all Service Packs and Updates related to the installed OS released by the OEM till date) on all the laptops supplied under this order.

CYBER SECURITY

Deployment of latest Patches: All the software installed should have updated with latest patches released till the time of installation

INSTRUCTIONS TO THE VENDOR

- I. Vendor shall submit OEM Specification/Literature for the quoted Hardware/Software.
- II. On successful completion of the installation and proper tuning (virtual memory etc.) of the systems, these shall be handed over to AIESL. Supplier shall submit the installation report along with systems configuration report etc. to AIESL.
- III. All necessary tools and accessories required to complete the scope of work as per tender document is in the scope of the Vendor.
- IV. At all times the vendor will comply with AIESL's rules and regulations and security regulations in effect that AIESL requires at its premises or in the protection of its data/physical assets.

Special Conditions of Contract (SCC)

1. Completion Period

- a) The bidder shall complete the Supply, Installation, Testing and Commissioning (SITC) as per Scope of Work within 30 days from the date of Letter of Acceptance (LOA).

2. Supply Conditions

- a) All equipment and sub equipment (sub system) supplied and installed at the stipulated locations shall be NEW and of respective OEM make and conforming to the contract technical specifications. During the installation, the certificate of the newness from OEM shall be submitted by the supplier.
- b) The bidder should not quote End-of-Life (EOL) or near EOL, End-of-Support (EOS) or near EOS, End-of-Sale or near End-of-Sale products as on date of LOA.
- c) At the time of delivery, bidder can supply higher and/or recently manufactured products (i.e., other than the quoted products) subject to the acceptance of AIESL.
- d) The support of the offered product must be available from OEM for a minimum period till warranty. Bidder must submit a declaration to this effect from OEM along with the bid. i.e., No End of Support till warranty.
- e) Bidder shall be responsible for packaging and transportation of the items to AIESL premise safely.

3. Price Reduction Schedule (PRS) for SITC

- a) PRS will be applicable as per GCC.

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b) Any delay or withholding caused by AIESL, which is not attributed to the bidder, the bidder will not be penalized for the same. EIC can condone the delay and his decision in regard to applicability of Price Reduction Schedule shall be final and binding on the bidder.

4. Acceptance Tests (AT)

a) Site Acceptance Test (FAT) – Received materials

- i. Checking of the Configuration as per the technical specifications.
- ii. Running & printing the diagnostic tests for systems to check for the specifications.
- iii. Functional / Physical check of the Accessories supplied.
- iv. Complete functionality of the system shall be tested as per Scope of Work & Technical Specifications.
- v. In case equipment or its quality not found as per the contract, same shall be rejected Only the factory site accepted type of materials (whose sample has been tested) shall be delivered in AIESL.
- vi. OEM provided diagnostics software may be used to check various parts of the Laptops, if required.
- vii. The acceptance test, which involves the operation of the complete system, will be conducted by the Bidder/OEM in the presence of AIESL representatives. The system will be accepted subject to the compliance of the tests to the satisfaction of AIESL.
- viii. In case of failures, the acceptance tests will be restarted provided the maximum number of restarts shall not exceed two in number. System failing in acceptance test will be rejected.
- ix. OEM name should be printed (not the sticker) on equipment or sub-equipment.

5. Installation

Unboxing, handling, relocation etc. activities shall be carried out by the bidder's representative. Bidder will deploy the suitable manpower accordingly.

- a) Damaged, non-operational items due to what-so-ever reason will be replaced by the bidder promptly within the SITC period. All the expenses towards replacement shall be borne by bidder. On completion of supply, Bidder shall get the Bill of Material checked and signed by AIESL representative, carry out the installation, and show the SYSTEM(S) in working order to EIC at SITE. The Bidder shall configure the SYSTEM(S) as per the Scope of Work, which can be improved further based on the discussions held at SITE with AIESL Team.
- b) On successful completion of the Installation of the SYSTEM(S) as per the Scope of Work of tender, the same shall be handed over to AIESL. Bidder shall submit the installation report to AIESL.
- c) Installation report has to be submitted by the vendor mentioning all the serial nos. of supplied hardware & software along with the required valid licenses. At the end of the SITC, before signing of the acceptance Protocol, the consolidated report mentioning the same needs to be submitted to EIC in the form of hard and soft copies.
- d) Warranty will start after from date of installation of Laptops.

6. Guarantees, Warrantees, Support & Maintenance for Laptops

6.1 Start of Warranty

Zero date for the Warranty will start only after successful SITC of ALL Laptops as per scope of work.

6.2 Period & Type of Guarantees, Warrantees, Support & Maintenance

- a) All the supplied items shall be covered under Comprehensive onsite warranty.
- b) The warranty period for such supplied items will be 3 (Three) years from the date of signing of acceptance protocol.



c) The warranty shall be back lined with the respective OEMs. Vendor (Bidder) shall provide sealed and signed back lined letter from OEM (at the time of signing of acceptance protocol), indicating that the supplied items (indicating their serial numbers) are covered under OEM Warranty/Support for the desired period (3 years) and OEM shall provide the support to vendor (bidder) for the supplied items. Also, the provided OEM Warranty/Support is in line with the tender requirement including Tender conditions with regard to Guarantees, Warrantee, and Support & Maintenance.

6.3 Terms of Guarantees, Warrantees, Support & Maintenance

- a) The warranty shall be extended and available anywhere in India.
- b) Bidder shall provide support services for the supplied equipment's on 24 x 7 basis.
- c) There shall be phone number/ mobile number/ e-mail / online portal wherein call can be booked and ticket number can be generated.
- d) All necessary tools, tackles and accessories required to complete the scope of work as per tender document is in the scope of the bidder, at no extra cost to AIESL.
- e) In case of Hard Disk/SSD failure during warranty period, bidder should replace the same. After installation of new Hard disk/SSD, all the activities of reloading, reinstallation, reconfiguration (of software, driver, OS) and the data transfer etc. will be in the scope of bidder.
- f) The faulty Hard disk/SSD before handing over to bidder/OEM, it will be damaged in the AIESL premise so that no data can be recovered from the disk.
- g) The End of support life of replaced/repared items should not the less than the last date of warranty period.
- h) During warranty period, the faulty items shall be retuned back to bidder/OEM. The disposal of the faulty items as per prevailing regulations will be in the scope of bidder, if required.
- i) During the warranty period, all services, work, and deliverables shall be performed by qualified personnel in a professional and workman like manner, in accordance with the level of industry standards in addition the Contractor warrants that Performance of work will not violate any law, rule or regulation and Contractor will acquire all required permits and licenses.
- j) During the warranty period the bidder shall arrange for transport / packing / courier for any equipment in case of any equipment is required to be taken to bidder's / OEM's office/factory. The bidder shall also ensure for operational replacement of the equipment in case of repair time being more than 3 days.

Laptop Specification and Compliance sheet

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S/ N	Feature	Minimum Requirement	Vendor Specifications (Filling all Rows Mandatory)	Criteria Met (Yes/No), Remarks
1	Processor	Intel Core i5 14th Generation and Above		
2	Display	14 inch or higher diagonal, minimum Full HD (1920 x 1080) , IPS.		
3	Brightness	Minimum 250 Nits for enhanced visibility in office environments.		
4	Memory	16 GB DDR4 or Higher RAM (Expandable up to 32 GB via SODIMM slots).		
5	Storage	512 GB and above PCIe NVMe Solid State Drive (SSD).		
6	Operating System	Windows 11 Pro (64-bit) pre-installed from the OEM.		
7	Graphics	Integrated High Definition Graphics (supporting 2K output via HDMI).		
8	Connectivity	Wi-Fi or Above , Bluetooth 5.3 or Above , USB-C (Data), 3 USB ports of which preferably one C type. 1x HDMI 1.4b, <i>preferable</i> 1x RJ-45 (Gigabit Ethernet).		
9	Webcam	720p HD Camera with microphone.		
10	Battery	Minimum 3-cell, 41 Wh Li-ion with Long Life cycle support.		
11	Weight	Lightweight design not exceeding 2 kg (excluding adapter).		
12	Warranty	3 Years On-site OEM Warranty covering parts, labour, and onsite support.		
13	Touchpad (Pointing Device)	Haptic/Pressure-Sensitive Touchpad with multi-touch gesture support		
14	Audio Output	Integrated Stereo Speakers with a minimum combined output of 4 Watts (2W x 2)		
15	Graphics Card	Dedicated Graphics Card with minimum 2 GB dedicated video memory.		
16	Components Included	Power adaptor, user manual.		

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BIDDERS GENERAL INFORMATION

BIDDER'S DETAILS:

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

(*) – if Yes, please provide details.

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PRE-QUALIFICATION CRITERIA - COMPLIANCE STATEMENT

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

Sr. No.	Eligibility Criteria	Compliance (Yes / No)	Remarks
1	Whether Bidder is a Proprietorship/Partnership Firm, LLP Etc./Company registered in India under the Indian Companies ACT 1956 OR Indian Companies Act 2013 as on 31st March, 2025. Registration Certificate to be enclosed.		
2	<p>The bidder should be either OEM or Authorized Dealer/Distributor/Reseller/Partner of HP/DELL/LENOVO/ASUS/ACER Make.</p> <p>In case of OEM Bidder shall submit copy of the company registration certificate/ ISO Certificate/ NSIC/ Excise Registration Certificate or any other document evidencing the bidder as OEM.</p> <p>In case Bidder is Authorized Dealer/Distributor/Reseller/Partner of OEM Bidder has to submit OEM Authorization Certificate in their name from OEM valid as on bid due date.</p>		
3	<p>Past Experience of Similar Contract: The bidder should have regularly manufactured or supplied the same or higher specification at last three (03) years ending on 31st March 2026 with any of the following conditions</p> <ul style="list-style-type: none">• One single supply of at least 80% of estimated value of contract or• two supplies of each of at least 50% of estimated value or• three supplies of each of at least 40% estimated value of contract. <p>Supporting document in form of purchase order or proof of delivery along with performance certificate to be submitted.</p>		
4	<p>EMD to be submitted along with Technical Bid.(if applicable)</p> <p>Note: Bidder to submit EMD well before the opening of the technical bid. EMD received after opening of the technical bid shall not be considered for evaluation and the submitted bid will be disqualified accordingly.</p> <p>The proof of submission of EMD must be uploaded on GeM Portal along with the Technical Bid. Bid without EMD shall be outrightly rejected.</p>		

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5	<p>Financial Strength:</p> <p>Minimum Average Annual turnover: Average Annual turnover of during last three years ending on 31st March 2025 should be Rs. 10 Lakh or above (or equivalent foreign currency) as per the annual report (audited balance sheet & profit and loss account) of the relevant period duly authenticated by Chartered Accountant/ Cost Accountant</p> <p>b) The net worth of the bidder firm (manufacturer or principal of authorised representative): i. Should not be negative on 31.03.2025 Should not eroded by more than 30% (Thirty Percent) in the last three years, ending on 31.03.2025</p> <p>Copies of Certified Financial Statement for above mentioned period to be submitted. Proforma statement is not acceptable.</p>		
6	<p>Possession of PAN number is a must at the time of application of the tender. Self-attested copy of PAN Number should be enclosed. Additionally, self-attested copy of Income Tax Return of preceding 03 Financial years should also be enclosed (3 AY 2023-24 , 2024-25, 2025-26)</p>		
7	<p>The bidder must possess GST Registration Number at the time of application of the tender. Self-attested copy of GST Reg. Number should be enclosed.</p> <p>In case, the bidder does not possess the GST Registration Number, they need to give an undertaking that they will apply for and obtain the GST Registration Number, if the subject contract is placed on them by AIESL.</p>		
8	<p>Applicable (CGST & SGST/UTGST or IGST) in %</p>		
9	<p>Whether in the instant tender items are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST).</p>		
10	<p>Bidder should have not been black listed by any of Governments Authority or public Sector Undertaking (PSUs) in the last three years.</p> <p>An undertaking has to be submitted in the bidder's official letterhead.</p>		
11	<p>Besides the above eligibility criteria, a team of AIESL Officials may also visit the Factory premises / production facility of the bidder to assess their infrastructure and capability as per AIESL's request.</p>		
12	<p>This is a no deviation tender. Deviation taken in any clause of the tender shall liable to rejection of the bids</p>		
13	<p>Tender document should be duly signed, stamped, and completed in all aspects (pages).</p>		

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FORMAT-1
FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(On Bidder's Letter Head)

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 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 three years from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory..... .

Bidding Organization Name

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FORMAT-2

Third Party Deposit Confirmation Letter

To
AI ENGINEERING SERVICES LIMITED
Trivandrum- 695007

Dear Sir/ Madam,

Sub: Issuance of Cumulative FDR..... amounting to ₹.....valid till.....

It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number.....dated..... amounting to ₹..... (Amount in figure and words) has been issued by (Name of the Bank) branch address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s (Name of the contractor) under the Tender No./PO no. / W.O. No. This FDR can be encashed/ redeemed without any consent/ letter from the contractor M/s.....(Name of the contractor) on the demand by M/s AI Engineering Services Limited and the payment will be made to M/s AI Engineering Services Limited excluding the interest earned thereon. The Contractor cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of AIESL.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Contractor & AIESL for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of [Name of the Bank & Branch details (Including IFS Code)]

Signature.....

Name:.....

Designation:.....

Contact no.

Email Id.

Stamp of Bank.....

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

To be submitted on Bidders Company’s letterhead

To

AI Engineering Services Ltd.

Subject: Undertaking for No conflict of Interest.

Dear Sir,

In accordance with this tender 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:

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Bank Guarantee Format for Security deposit

To

AI Engineering Services Ltd. (AIESL),

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

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

NOW THEREFORE, we _____ Bank, a body corporate incorporated / constituted under (*) Act, (*) with its CIN (*), and having its Registered/Head Office at (*) and among others a branch at (*), hereby affirm that we are guarantors and 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: (_____)