



TENDER FOR SUPPLY OF USER
LAPTOP

ALLIANCE AIR AVIATION LTD

(A wholly owned subsidiary of AIAHL)

This tender is available on GeM Portal (<https://gem.gov.in>) as well. (Ref. No. GEM/2024/B/5191186)



CERTIFICATE

This is certified that subject tender document bearing **Tender No. AAAL/IT/2024-25/DEL/Laptop/636** dated: **22/07/2024**.



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Chapter-1 Disclaimer to Bidders

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 ALLIANCE AIR AVIATION LIMITED (hereinafter referred to as "AAAL") 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 AAAL 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 AAAL 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 analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this tender and shall obtain independent advice from appropriate sources at no cost to AAAL.
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. AAAL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. AAAL 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. AAAL 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 close date of tender.
7. The tender does not imply that AAAL is bound to select a bidder or to appoint the selected bidder, as the case may be, and AAAL 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,

Signature of bidder.....

Signature of Tender Releasing official.....



expenses associated with any demonstrations or presentations which may be required by AAAL or any other costs incurred in connection with or relating to is bids. All such costs and expenses shall remain with the bidder and AAAL 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.



CHAPTER -2

INSTRUCTION TO BIDDERS

1. Alliance Air Aviation Limited (AAAL) is a wholly owned subsidiary of AIAHL fully owned by the Government of India under administrative control of Ministry of Civil Aviation and currently operates a fleet of ATR 72-600 aircraft inducted on lease with the brand “**ALLIANCE AIR**” and operates domestic flights within India.
2. AAAL is pleased to invite Bids under the Two BID format for **SUPPLY OF LAPTOP**. The bids are to be submitted through GEM portal.
3. Entities involved in supply of laptops is invited to participate in subject tendering process through GEM portal. The bids to be submitted as per specification mentioned in scope of supply to subject tender. The IT equipment suppliers involved in supply, testing and commissioning of IT equipments is only permitted to apply/respond with quotes against subject tender. Entities not having experience in supply of IT materials is strictly not allowed to participate in subject tendering process, if it is found so, such bids will be outrightly rejected.
4. IT Equipment suppliers are required to submit quotes in response to subject tender document as per two bid formats mentioned in chapter 5 (Tech Bid Format) & 6 (Financial Bid Format) to subject tender document.
5. Last date & time for submission of Tender : **29/07/2024 & 15:00 Hrs.**
6. Due date & time for opening of Tech Bids submitted: **29/07/2024 & 15:30 Hrs.** (date of opening of financial bids of those bidder who emerges as successful in technical evaluation upon opening tech bids will be notified latter).
7. Amendments, corrigendum, clarifications if any and any extensions of due date of opening of this tender will be intimated.
8. For any queries / clarifications w.r.t technicalities/Scope of supply w.r.t subject tender **Mr. Anoop Kumar Jaiswal Dy. Manager IT Department Alliance Air Mob. 9452568561** may be contacted on any working day between 10 AM to 16:30 PM before Tech bid opening date and time.
9. Amendments, corrigendum, clarifications if any and any extensions of due date of opening of this tender will be intimated.
10. It is further clarified that any individual signing the tender or other documents in connection with the tender must certify whether he signs as:
 - ◆ A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
 - ◆ A partner of the firm if it is a partnership must have authority to refer to arbitration, 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.
 - ◆ Director if it is a One Person Company.
 - ◆ Constituted attorney of the firm, if it is a Company.
 - ◆ Authorized signatory of the firm.



- 11.** Financial quotes should be filled in prescribed format (as per Chapter – to subject tender document) duly signed and stamped and prices be clearly written/ typed both in words and figures without any overwriting. Corrections & overwriting, if any, should be counter signed by the tenderer. If there exists any doubt with respect to the price mentioned the price mentioned in words will be taken as the final quote.
- 12.** Tech bids are to be filled as per prescribed format (as per chapter-to tender document), it should be duly signed and stamped, and the technicalities clearly mentioned without ambiguity. Utmost care to be taken not to state the financial quotes in Tech bid documents, if it is found that the financial quotes are stated in Tech bids the complete bid from such parties/vendors are liable to be rejected.
- 13.** Tenderers are advised to study the tender document carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 14.** Conditional bids would not be accepted and are liable to be rejected.
- 15.** In the event of default in supply of materials, AAAL reserves the right to cancel the contract order entered into, and also will initiate claims against damages from the successful tenderer, and also AAAL reserves the right to award the contract to another vendor at the cost and risk of the successful tenderer.
- 16.** The firm should be mandatorily registered with GSTN and should hold GSTN number for invoicing.
- 17.** The tender is for APPOINTMENT OF SUPPLIER FOR END USER COMPUTING DEVICES (IT and Allied Equipments) from reputed IT equipment suppliers holding all mandatory industry certification, permissions and licenses. For any queries, Bidders are to contact AAAL, IT Department in person between 9:30hrs to 16:30Hrs or through telecommunication on above mentioned Mobile No. Tenderers not dealing/having experience in IT Equipment supply business need not apply / respond to subject tender as their quotes will be rejected outright.
- 18.** The supplies to be rendered is to be as per requirements mentioned in Chapterto subject tender document.
- 19.** The cancellation of tender solely vests with AAAL, and tender can be scrapped before offering of Service order/LOI/Contractual Agreement to L1 vendor or at any time as deemed to be fit by AAAL before service order/contractual agreement is handed over to vendor without any prior notice and the same will be notified at a later stage after decision is implemented.
- 20.** The bid opening date will be extended to new date if required number of minimum participants doesn't respond to the published bid or as deemed to be fit by the tender convening authority or AAAL Competent authority, as per material rules & regulations of AAAL. The extended date of bid opening will be notified to the bid participants.
- 21.** L1 Vendor is to transfer price advantage on supplies being provided to AAAL arising due to any reduction in applicable taxes for supplies being rendered.



22. All pages of the tender document to be signed by vendor signing the financial quotes and thus signed tender document along with financial quotes to be submitted while submitting the Bids as per format mentioned in Clause No.....
23. The Scope of supplies that are to be rendered should be as per details mentioned in tender document that is being circulated and against which the bids are to be furnished.
24. On tender opening date vendors/representatives of vendors who have submitted bids against subject tender are welcome to witness the event. The participant should hold valid authorisation letter/valid Identity card issued by the company.
25. If a firm quotes NIL charge/consideration in the bid submitted against subject tender enquiry, the bid shall be treated as unresponsive and will not be considered.
26. All quotations to be submitted only in INR.
27. Conditional discounts if any shall not be given any consideration for L1 Purpose
28. Only firms having dealership certificate or any valid certificate from OEM of the material that is being supplied and meeting the eligibility criteria stated in chapter for this tender.
29. Tenders should be duly signed and stamped on every page by an authorised signatory of the tenderer.
30. The price quoted should be clearly typed /written in figures and words, free from corrections or overwriting. Corrections, if any, must be authenticated by the full signature of the person who has signed the quotation/bid. If there exists any variation in figures and words, amount mentioned in words will be considered as final.

31. GROUND FOR REJECTION OF BIDS

The bids are liable to be rejected forthwith i.e., without being evaluated, on the following grounds:

- 31.1 If the tender has been received after the closing date/time of the tender.
- 31.2 if only the technical has been received and the commercial bid has not been received, and vice versa.
- 31.3 If the tender has been received by email without password protected, open condition, or fax instead of in separate sealed/closed covers.
- 31.4 If the tender has not been signed by the authorized signatory of the tenderer.
- 31.5 If the technical bid has been received without bid security declaration (Refer Chap As per tender document).
- 31.6 In case the price bid and the tech bid are enclosed in the same envelope instead of two different envelopes in separately sealed/closed state, the tender will be liable to be rejected.
- 31.7 In case if it is found that tech bid contains indications of price bid, then in such case subject bids will be rejected.



CHAPTER -3

CONDITIONS OF SUPPLY CONTRACT

1. **CONTRACT BEGINNING:** The contract start date will be from the date of furnishing Contract Agreement Post LOI to L1 Vendor.
2. **CONTRACT CLOSURE:** The contract End date will be 30 days from the date of complete supply of tendered materials quantitatively and qualitatively. If supplies are not affected as per schedule of requirement, Liquidated damages will be charged at the rate **0.5%** of the value of contract per day and not exceeding an amount of Rs..... /-(Rupeesonly).
3. **BID OFFER VALIDITY CLAUSE:** The Bid offer price should be valid for 120 days from the date of opening the financial bids. Further to it the price quoted in financial bid without GST should remain the same till the supply of complete quantity as per specification mentioned in totality as per contract agreement between AAAL and L1 party/negotiated L1 party till it is delivered & supplied at premises as stated by AAAL in contract agreement. No enhancement of rates will be allowed, and the supplies are to be affected on L1 rates throughout the contracted period or during extension period of contract. Payment from AAAL will only be made against L1rates plus applicable taxes.
4. **NATURE OF QUOTED RATES:** The rates quoted by bidders are to be inclusive of all charges or any other charges that affect the supplies. No hidden charges will be entertained post finalisation/during finalisation of contract at any cost.
5. **DELIVERY ADDRESS:** The required supplies as mentioned in tender and contracted as per agreement post finalisation of financial bids, by L1Vendor has to be delivered at the following address.

IT Department
Alliance Air, Alliance Bhawan
IGI Airport, Terminal 1, Palam,
New Delhi – 110037
Email id – anoop.jaiswal@allianceair.in
6. **INVOICING ADDRESS:** The address for invoice generation by L1 Vendor is hereby appended below.
Alliance Air Aviation Limited.
Alliance Bhawan
IGI Airport, Terminal 1, Palam,
New Delhi – 110037
AAAL GSTN No - 07AAACA1517B1ZI
7. **PAYMENT TERMS:** Payment against supplies delivered will be affected after 45 days credit from the date of submission of invoice provided the supplies are as per specification/contractual agreement and quality mentioned in tender document/contractual agreement.



7.1 The copies of documents viz: Invoice, guarantee/warranty card of materials duly stamped and signed by authorised signatory, must be submitted to IT Department office at DELHI as per invoice address mentioned in tender document.

8. **ERROR/DEFECT DEFINITION CLAUSE:** The definition of erroneous supplies/defective material/Poor delivery of supplies is if the material that is being supplied/ delivered by Successful/negotiated/contracted vendor is deviating from the specifications/stipulations or clauses mentioned in the tender document. Violation of Govt Of India Rules and regulations while execution of contractual agreement by L1 Vendor/Negotiated L1 Vendor will also be considered as ERROR/DEFECT/SUBSTANDARD delivery of supplies from the contracted party. Upon encountering such cases immediate Penal procedures as deemed to be fit by AAAL Authorities will be executed without furnishing any notice period provided such defect has occurred within the contractual period/time frame. The penal imposition will be restricted to the value of loss incurred.

9. **REJECTION CLAUSE:** The erroneous/defective materials supplied, will be rejected and has to be replaced by L1Vendor/negotiated L1 vendor at no extra cost and within 48 Hrs from the date of reporting of error/rejection in supplies by AAAL, IT department to L1Vendor, if the erroneous supplies are not made good within said time limits AAAL holds the right to forfeit equivalent amount of Security deposit from L1 Vendor. Also, the Competent Authorities at Alliance Air can unilaterally take decision in halting/scraping of the contract if at any time it is felt that Quality and Quantity of the supplies are compromised. Any of the mentioned actions or combined action along with penal actions can be initiated/imposed as deemed to be fit by AAAL Authorities.

10. **Resolution of Disputes and Arbitration Clause:**

10.1 Any dispute arising between the supplier and AAAL (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 30(Thirty) days from the date when mutual consultation has, the same shall be settled and finally resolved by arbitration.

10.2 Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the supply contract or validity or the breach thereof, shall be referred to "SCOPE FORUM OF CONCILIATION AND ARBITRATION- GOVT OF INDIA" and the award made in pursuance thereof shall be binding on the parties to the arbitration.

10.3 Each party shall bear their own cost with respect to such arbitration.



10.4 Any Dispute whatsoever arising out of this contract shall be subject to the exclusive jurisdiction of the courts of **New Delhi Only**.

11. Legal status: The relationship of the parties shall be that of independent contractors. Nothing in this contract shall be construed to create a joint venture, agency or partnership or similar relationship between the parties, or to authorize a party to act as an agent or representative for the other party. No Party shall have express or implied authority to bind or represent the other party for any purpose whatsoever unless expressly agreed in writing by the other party.

12. Severability: If any clause, section, or provision of this contract is found to be invalid, illegal, or unenforceable, by the provisions of the applicable law, such invalidity, illegality or unenforceability shall not render the remaining clauses, sections or provisions hereof invalid, illegal or unenforceable. In such a case, the parties shall amend this contract as appropriate, seeking to achieve the minimum extent necessary to make this contract, legal valid and enforceable.



CHAPTER -4 SUPPLY SCOPE OF TENDER

1. Lowest bidder will be the one whose total cost is lowest among other bidders, also AAAL will negotiate with L1 bidder to match lowest line rates if any of the line rates of L1 Vendor is found to be higher in comparison to other bidder's line rates. If L1 vendor disagrees to match the lowest Line rates during negotiation, then AAAL competent authority can route orders for such material to other vendor who is found to be L1 in specific line rates.

2. AAAL (Alliance Air) desires that there will be a single supplier for subject materials. But situation warrants AAAL authorities can split the orders among multi vendors who emerges as L1 for specific material among List of materials that is being tendered for supply.

3. SPECIFICATION OF MATERIAL TO BE SUPPLIED

3.1 LAPTOP SPECIFICATION

- 3.1.1 Processor – Intel i3 11th Generation
- 3.1.2 RAM – 8 GB expandable
- 3.1.3 Hard Disk – 256 SSD expandable
- 3.1.4 Display 14 Inch.
- 3.1.5 Operating System – Windows 10 professional pre-loaded.
- 3.1.6 03 years onsite warranty with tollfree call centre facility within India.
- 3.1.7 Total No of Laptop required – **24 Nos. (Tentative)**

4. All the material that is requisitioned through subject tender for supply should mandatorily be brand new. Refurbished/used / second hand materials are not to be supplied mandatorily. Violation of subject clause will result in Forfeiture of SD and cancelation of contract. In such circumstances AAAL Will execute contract by offering the contract for supply to subsequent L1 bidder provided such bidder agrees to deliver goods at same rate, terms, and conditions as that of L1 Vendor.

5. Supplied materials should have at least 75% of residual shelf life mandatorily. Outdated models are not to be supplied. If found so penal action as deemed to be fit by AAAL authorities within the ambit of subject tender will be imposed.

6. Transit risk of goods will be the responsibility of L1 Vendor. AAAL will not be responsible for any delay, loss due to theft, fraud or negligence, loss not due to theft, fraud or Negligence, transit loss etc. All loss during transit of goods to be made good as per satisfaction of AAAL as per clauses in tender document or else penal action as deemed to be fit by AAAL authorities to make good such losses will be imposed on L1 Vendor/Negotiated L1 Vendor.



7. Transit loss or damage to goods are to be made good by supplying vendor within 05 days from the date of notification through email from AAAL to subject effect.

8. All Laptop supplied should be free from computer viruses/bugs. Necessary protocol is maintained to keep the hardware that is being supplied is without any malware/bug/viruses. A self-declaration to subject effect is to be provided by the supplier.

9. **Exemption / Preference for Micro, Small & Medium Enterprises (MSMEs):**

9.1.1 As per Public Procurement Policy for Micro and Small Enterprises (MSMEs) Order by Ministry of Micro, Small and Medium Enterprise (MSME) of Govt. of India. MSMEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSMEs Order, 2012:

- (1) District Industries Centres (DIC)
- (2) Khadi and Village Industries Commission (KVIC)
- (3) Khadi and Village Industries Board
- (4) Coir Board
- (5) National Small Industries Corporation (NSIC)
- (6) Directorate of Handicraft and Handloom
- (7) Any other body specified by Ministry of MSME.
- (8) Udyog Aadhaar

9.1.2 MSEs participating in the Tender must submit the certificate of registration with any one of the above agencies indicating the details of the Tendered services along with their Bid.

9.1.3 The MSMEs registered with District Industries Centres must submit the **“Acknowledgement of Entrepreneur Memorandum (EM) Part-II”** along with their Bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their Bid.

9.1.4 The Micro and Small Enterprises not registered for the particular trade/item for which this Tender is relevant, would not be eligible for exemption / preference.

9.1.5 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.

9.1.6 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.

9.1.7 The Successful Bidder (MSME/Non MSME) shall be required to submit the Security Deposit as applicable on the Contract value. However, in case of MSME Bidders, the Security Deposit/Bank Guarantee can be submitted on yearly basis renewable every year.



- 10. Price Preference** — The MSEs registered with above mentioned agencies/bodies for the Tendered Service and quoting price within price band of L1+15% (Fifteen Percent) shall also be allowed to supply a portion of requirement by bringing down their price to the price quoted by L1 in a situation where the price quoted by the L1 Bidder (the “**L1 Price**”) is from other than a MSME and such MSME shall be allowed to supply up to 20% (Twenty percent) of total Tendered value/service. In case of more than one such MSMEs are in the price band of L-1 + 15% (Fifteen Percent) and matches the L-1 Price, the 20% (Twenty Percent) value shall be shared proportionately.
- 11.** Where any aggregator has been appointed by the Ministry of MSME, themselves to Bid on behalf of some MSME units, such Bids will be considered as Bids from MSME units, and all such facilities would be extended to these also.
- 12.** An MSME Unit will not get any purchase preference over another MSME Unit.
- 13.** MSMEs will also be entitled to the payment terms of 45 (Forty-Five) days credit as against AAAL’s standard payment terms of 60 (Sixty) days credit.



CHAPTER -5 TECHNICAL BID FORMAT

SUBJECT TECH BID FORMAT TO BE SUBMITTED ON VENDORS LETTER HEAD

S/N No.	Description	AAAL CONDITIONS	VENDOR RESPONSE	DOCUMENT PROOF
1	Tenderer should be authorised Agent/dealer/distributor of product against which bid is being offered. Authentic Dealer certificate /OEM authorisation etc. has to be furnished	MUST	YES/NO	To submit document proof
2	Tenderer should have a minimum average annual turnover of Rs 06 Lakh during the previous two financial years. Certificate duly signed by the chartered Accountant to be submitted in support of the same.	MUST	YES/NO	To submit document proof
3	Tenderer should have the experience in supply of IT materials.	MUST	YES/NO	To submit document proof
4	Tenderer has to submit MSME Document if applicable if not applicable the same to be mentioned.	MUST	YES/NO	To submit document proof
5	Tenderer should enclose Bid security declaration as a part of the technical bid in the format mentioned in chapter to subject tender document	MUST	YES/NO	To submit document proof
6	Tenderer agrees that the payment will be made on 45-day credit term basis	MUST	YES/NO	To confirm
7	Tenderer will deliver the goods on door delivery basis without extra cost.	MUST	YES/NO	To confirm
8	PAN and GST number	MUST	YES/NO	To submit document proof

Signature of bidder.....

Signature of Tender Releasing official.....



CHAPTER -6
COMMERCIAL BID FORMAT

COMMERCIAL BID TO BE SUBMITTED ON VENDOR'S LETTER HEAD

S/N No.	DESCRIPTION	DOQ	QTY	UNIT RATE	TOTAL AMT (EXCL OF GST)
1	Laptop For specification refer Chapter 4 clause no 3.1.1 to 3.1.7	EA	24		



CHAPTER -7
Bid Security Declaration Form

(On company Letter head)

Tender No.: AAAL/IT/2024-25/DEL/Laptop/636

Tender date: 22/07/2024

To (insert complete name and address of the Buyer/purchaser)

I/We the undersigned, declare that „We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification. If I am / we are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail to execute the contract, if required, or (ii) fail to furnish the Performance Security, in accordance with the instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Date on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Signature of bidder.....

Signature of Tender Releasing official.....