

GeM Bid No.: GEM/2024/B/4860089



Subject: Appointment of Freight Forwarder (FF) for Import of Dangerous Goods (DG) for AIESL at Delhi, Mumbai, Kolkata, Hyderabad, Nagpur & Trivandrum

Issued by: AI Engg. Services Ltd. (AIESL)

New Delhi-110037.

AI ENGINEERING SERVICES LIMITED

Tender No.AIESL/PPMM/17/230722

Subject: Appointment of Freight Forwarder (FF) for Import of Dangerous Goods (DG) for AIESL at Delhi, Mumbai, Kolkata, Hyderabad, Nagpur & Trivandrum



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

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1. Notice Inviting Tender

SN	Brief Description of Goods/ services	Estimated tender value	Earnest Money (INR)	Remarks
1	Appointment of Freight Forwarder (FF) for Import of Dangerous Goods (DG) for AIESL at Delhi, Mumbai, Kolkata, Hyderabad, Nagpur & Trivandrum	₹ 20,000,00 (20 Lakhs)	₹ 20,000/-	Bidders must submit the Bid Security or Earnest Money Deposit (in INR) online along with Technical Bid as mentioned in Instruction to Bidder

Table 1:

S/N	Criteria	Description												
T1.1	Type of tender:	Appointment of Freight Forwarder (FF) for Import of Dangerous Goods (DG) for AIESL at Delhi, Mumbai, Kolkata, Hyderabad, Nagpur & Trivandrum. NCB(National Competitive Bidding) Two Bid Systems with Part I - Technical Bid & Part II - Financial Bid.												
T1.2	Selection Criteria	Least cost selection L1												
T1.3	Date of issue of tender documents:	13-04-2024												
T1.4	Pre-Bid Conference(If Applicable)	19/04/2024 , day, time 10:30 Hrs												
T1.5	Venue of Pre-Bid Conference	AI Engineering Services Ltd. (AIESL), Deputy General Manager -Engineering, Production Planning & Material Management, A320 Avionics Complex, AI Engineering Services Limited, IGIA Terminal-II, New Delhi 110037 India.												
T1.6	Process to raise pre-bid queries.	Bidders may send pre-bid queries in writing to aieslpurchase.nr@aiesl.in before pre-bid meeting as per para T1.4 as per the format specified in the tender. Queries raised in writing will be discussed during the pre-bid Meeting. Verbal or telecom queries will not be entertained prior to or during the pre-bid meeting.												
T1.7	Closing date and time for submission of Bids	06/05/2024, day up to 1400 hrs												
T1.8	Place of submission of Bids	Bids will be submitted on GeM only												
T1.9	Opening of Part 1- Technical Bid	06/05/2024, day up to 1430 hrs												
T1.10	Time, and date of Opening of Price (Financial) bid would be intimated later only to the bidders shortlisted in Part I.	Check your GeM portal for Qualified/Disqualified Bidders.												
T1.11	Officer to be contacted for clarifications/ help:	aieslpurchase.nr@aiesl.in & cc to manish.harit@aiesl.in												
T1.12	Authority in whose favour all tender related financial instruments (DD, Banker cheque, NEFT/RTGS etc.) are to be made.	"AI Engineering Services Limited" Payable at Delhi												
T1.13	All Financial Instruments to be payable at:	<table border="1"> <thead> <tr> <th colspan="2">WIRE TRANSFER DETAILS:</th> </tr> </thead> <tbody> <tr> <td>NAME OF THE BANK</td> <td>STATE BANK OF INDIA</td> </tr> <tr> <td>BRANCH ADDRESS</td> <td>NEW DELHI</td> </tr> <tr> <td>ACCOUNT HOLDER'S NAME</td> <td>AI ENGINEERING SERVICES LIMITED</td> </tr> <tr> <td>ACCOUNT NUMBER</td> <td>33029526378</td> </tr> <tr> <td>IFSC CODE</td> <td>SBIN0000691</td> </tr> </tbody> </table>	WIRE TRANSFER DETAILS:		NAME OF THE BANK	STATE BANK OF INDIA	BRANCH ADDRESS	NEW DELHI	ACCOUNT HOLDER'S NAME	AI ENGINEERING SERVICES LIMITED	ACCOUNT NUMBER	33029526378	IFSC CODE	SBIN0000691
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		MICR CODE	110002087
		ACCOUNT TYPE	CURRENT
		SWIFT CODE	SBININBB104

2. Disclaimer

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

3. Abbreviations

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

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

4. AIESL Introduction

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

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

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

4.1 Vision & Mission

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

4.2 Future Planning

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

5. General Terms of Tender

5.1	The bid shall be furnished under single stage-two-part bidding basis i.e., Technical-bid and Financial Bid, sent as sealed copies as mentioned in NIT. AIESL invites interested bidders to provide "Appointment of Freight Forwarder (FF) for Import of Dangerous Goods (DG) for AIESL at Delhi, Mumbai, Kolkata, Hyderabad, Nagpur & Trivandrum" on Open Tender considering L1 Least cost criteria for selection as per enclosed Bill of Quantity & Price. The complete tender can be downloaded from AIESL's or GeM website.
5.2	AIESL reserves the right to itself to postpone and/ or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.
5.3	Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions.
5.4	Vague and ambiguous replies and replies such as "Refer covering letter, conditions of Bid etc. shall be avoided. Such replies shall be deemed to be incomplete and may prevent the Bid from being considered by the AIESL.
5.5	The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in electronic form.
5.6	The services covered by this Bid Specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid condition is not clear to the bidder, clarification may be sought from the Employer before submission of bids. Bidders are advised to accept all the conditions specified in the Bid document, to facilitate early finalization of bids. Separate set of commercial conditions (such as bidders' standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to summarily rejection.
5.7	The bidder shall submit rate analysis/bifurcation of quoted price if so desired by the AIESL.
5.8	Any addition, deletion or substitution in the bid document is not permitted. Failure to do so may render the bid liable for summarily rejection. The Contract shall be for the whole Works, based on the 'Bill of Quantity and Price' submitted by the Bidder.
5.9	Bidders must submit the filled technical bid as soft copy sealed as mentioned in section 1 Notice Inviting tender under Single stage-two-part bidding process i.e., technical bid and Financial Bid. Selection will be based on Least cost L1 criteria. The complete tender can be downloaded from AIESL's or GeM website.
5.10	Bids received through fax will not be considered
5.11	Bids received late, or bids that are incomplete or those, which are not in the prescribed format, are liable to be out rightly rejected
5.12	Bids should be neatly filled / typed, all pages duly numbered, duly Signed and stamped on every page by an authorized Signatory of the bidder. Unsigned Bids will be rejected.
5.13	The rates quoted in the Commercial Bid should be clearly typed / written in figures and words free from over typing or over writing. The corrections, if any, must be authenticated by the full Signature of the person, who has Signed the bid
5.14	The financial bids should be in Indian Rupees (INR) only.
5.15	Conditional discounts / credits, if any, shall not be given any consideration in the evaluation.
5.16	AIESL reserves the right to accept or reject, in whole or in part, any of the bids, without assigning any reason whatsoever at any stage
5.17	The Bids should be valid for acceptance by AIESL for a minimum period of 90 days from the date of opening of the tender
5.18	All information related to the price quoted by the bidder should be given only in the commercial bid format. The technical Bid should not contain any indication of the price. In case the price quoted is indicated in the technical Bid, the Bid will be rejected, without any reference to the Bidder. No further correspondence will be entertained in this regard
5.19	Commercial bids of only those bidders who qualify based on evaluation of their technical bid would be opened and accordingly such bidders would be intimated.
5.20	The bid is to be submitted after careful study and examination of the tender document, and after obtaining a full understanding of the requirements. Bidders are therefore advised to study the tender document carefully before submitting their bids. The submission of a bid will imply that the Bidder has read this tender, its terms & conditions and has fully understood the work scope, specifications, project execution and solution implementation requirements.
5.21	The Agreement would be signed between AIESL, and the bidder selected for award of the contract. The bidders must confirm their willingness to sign such Agreement containing the entire principal terms and conditions of this tender
5.22	AIESL reserves the right of not awarding any contract to any of the Bidders.

5.23	The bidders should bear all the costs associated with the preparation and submission of their bids, including the costs incurred in presentations, demonstrations etc. for the purposes of evaluation of the bids by AIESL. AIESL will in no case be responsible or liable for such costs regardless of the conduct or outcome of the bidding process. AIESL would however be responsible for the cost on account of travel, accommodation etc. of its Evaluation Team if a decision is taken during the process of evaluation of the bids to make visits to client sites.
5.24	Determination of whether the bid complies with the tender requirements or not will be at the sole discretion of AIESL.
5.25	No advance/pre-delivery payment term will be accepted
5.26	It will be the responsibility of the bidder to comply and pay all taxes/ levies/ duties in the country of origin as well as in India, as applicable for the entire contract
5.27	The prices quoted in the commercial bid must be exclusive of all applicable taxes, levies, and duties till the delivery of the complete solution to AIESL. The taxes, levies, and duties components applicable in the country of origin of the Bidder as well as that applicable in India for all the items of commercial bid format should be indicated clearly and separately in the Commercial Bid. In case, no taxes are applicable, it should be indicated as 'NIL' in the commercial bid format
5.28	In case the taxes, levies and duties are not mentioned separately, the bid shall be considered as inclusive of taxes.
5.29	Any increase in taxes / levies / duties in subsequent years will be reimbursed by AIESL on submission of proof of payment by the bidder. Similarly, in case of any reduction in the taxes/ levies/ duties from the present level, the benefit will be passed on to AIESL
5.30	In case, any new taxes / levies / duties are introduced in future by the Government of India during the period of the contract, the same shall be reimbursed to the bidder by AIESL on submission of proof of such payments
5.31	Costs if any to be borne by AIESL in respect of the Project Implementation should be clearly indicated in the Commercial Bid giving the break-up there of element wise
5.32	The Commercial Bids must be complete in all respects and no representation whatsoever would be entertained by AIESL for inclusion of any other cost head / cost after the opening of the bids. The prices quoted should remain firm / fixed for the entire term of the agreement. Withdrawal or unilateral modification of the Bids shall constitute a breach of terms of the tender and the Bids shall be liable for rejection therefore thereof. No representations from the unsuccessful bidders shall be entertained with respect to the evaluation of their bids by AIESL, whatsoever
5.33	Payment will be made through ECS (Electronic Clearance Service) .
5.34	Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions.

6. Guidance to Bidders

6.1	<p>Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the relevant contact person indicated as below:</p> <p>Mr. Manish Kumar Harit Deputy Engineer- PPMM, Production Planning & Material Management, A320 Avionics Complex, AI Engineering Services Limited, IGIA Terminal-II, New Delhi 110037 India. Email- Manish.harit@aiesl.in</p>
6.2	<p>Clarification of Bidding Documents: A prospective Bidder requiring any clarification of the bidding documents may notify the contact person by e-mail at the address indicated in the ITB. AIESL will respond to any request for clarification received prior to the Pre-Bid date. AIESL response will be published on AIESL's or GeM website including a description of the inquiry, but without identifying its source. AIESL shall not be obliged to respond to any request for clarification received later than the above said period. Further, the mere request for clarification from the bidder(s) shall not be a ground for seeking extension in the deadline for submission of bids.</p>
6.3	<p>Pre-Bid Meeting The purpose of the Pre-Bid meeting shall be to clarify the issues and to answer questions received from or any matter that shall be raised by the prospective Bidders. The Bidders are advised to send their queries as per date and time mentioned in Notice Inviting tender. The queries may be addressed to Text of the questions rose, and the responses given, together with any responses prepared after the Pre - Bid meeting, shall be transmitted without delay (without identifying the sources of the question) to all participants of the Pre-Bid meeting. Any modifications or alteration to the Bidding documents listed in Tender that shall become necessary because of the Pre-Bid meeting, shall be made by AIESL exclusively through the issue of an Addendum / Corrigendum separately and shall be available on AIESL's or GeM website. No separate press advertisement will be given for the same. Addendum and/or Corrigendum, if any, to the Tender, shall be referred to and taken into consideration by the prospective Bidders. It is the Bidder's responsibility to visit the said portal regularly for the aforesaid Addendum / Corrigendum as applicable.</p> <p>Non-attendance of the Pre-Bid meeting shall not be a cause for disqualification of a Bidder. Interested Bidders who desire to attend the Pre-Bid meeting shall communicate one day in advance to the Pre-Bid meeting scheduled date to make necessary arrangements for entry passes with names of their representative (only two authorized representatives per Bidder), by email to aieslpurchase.nr@aiesl.in.</p> <p>Maximum 2(two) representatives of each Bidder shall be allowed to attend the Pre-Bid meeting on the date fixed by AIESL. The Bidders authorized representatives shall carry an authorization letter on the letter head of the Bidder duly Signed by the authorized Signatory for the Bidder, along with an identity card to attend the Pre-Bid meeting.</p> <p>Inputs/suggestions/queries submitted by the Bidders as part of the Pre-Bid meeting and otherwise will be given due consideration by AIESL. However, AIESL is not mandated to accept any submission made by the Bidder and the final decision will rest with AIESL.</p>

6.4	<p>A pre-bid conference, which will be held on 19/03/2023, day up to 1100 hrs, Friday at AIESL, AI Engineering Services Ltd. (AIESL), Deputy General Manager -Engineering, Production Planning & Material Management, A320 Avionics Complex, AI Engineering Services Limited, IGIA Terminal-II, New Delhi 110037 INDIA.</p> <p>Bidder can join the meeting remotely or in person. A maximum of two representative of each prospective Bidder Shall be permitted to attend the pre-bid conference. The representative(s) must carry an authority letter from the company's authorized signatory for participation in the pre-bid conference. The name(s) of the representative(s) for the pre-bid conference may also preferably be directly sent to AIESL in advance of the date of pre-bid conference by e-mail as under: E-mail: aieslpurchase.nr@aiesl.in.</p>	
6.5	<p><u>Amendment of Bidding Documents</u> Before the deadline for submission of bids, AIESL may for any reason, whether at its own will or in response to a clarification requested by a prospective Bidder, modify the bidding documents by issuing addenda.</p> <p>Any addenda/ corrigenda issued prior to submission of bids would be put up on AIESL's or GeM website. Any addenda/ corrigenda/ clarifications thus issued shall be part of the bidding document. The prospective bidders must check aforesaid portal for any amendment/ corrigenda/ clarifications periodically and before submission of their bids. All prospective bidders are presumed to have examined all amendments/ corrigendum/ clarifications published on the website and have submitted their bids accordingly.</p> <p>To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bid, AIESL shall extend as necessary the deadline for the submission of bids</p>	
6.6	<p><u>Modification of Bids</u> The Bidder(s) can modify or withdraw their Bid(s) after the Bid submission but prior to the Due Date/Time for submission of the Bid. Last modification by the Bidder shall be final.</p> <p>No Bid shall be modified after the Due Date/Time for submission of Bids.</p> <p>No Bidder shall be allowed to modify/withdraw its Bid during the period after the due Date/Time for submission of Bids and prior to the expiration of the period of Bid validity. Withdrawal/modification of Bid, during the time-period mentioned above, shall result in the forfeiture of the EMD submitted by the Bidder.</p>	
6.7	<p><u>Bid Offer Validity:</u> The Proposal shall be valid for a period of one hundred twenty (120) calendar days from the last date of submission of Proposal.</p> <p>Prior to expiry of the validity period of the Proposal, AIESL may request the Bidders to extend the validity period of the Proposals. The request and the response thereto shall be made in writing. A Bidder agreeing to the request shall not be permitted to modify its Proposal but shall be required to extend the validity of its Proposal. All the terms of the tender shall continue to be applicable during the extended period of validity.</p>	
6.8	<p><u>Bid Submission:</u> Bidders must ensure two separately uploaded for technical and financial bid proposals as per the format given, duly sealed indicating tender number and bid type (technical or financial) clearly.</p>	
6.9	PART-I	<p>This shall be named "Technical Bid".</p> <p>No bid price related information shall be mentioned in the Technical Bid.</p> <p>REFER Section 11 – Technical Bid for guidance</p>
6.10	PART-II	<p>It shall be named "Financial Bid or Price Bid" and shall comprise of Bill of Quantity and Price.</p> <p>REFER Section 13 – Commercial Bid for guidance</p>
6.11	<p><u>Bid Security / Earnest Money Deposit</u> a) An Earnest Money Deposit (EMD) of Rs ₹ 20,000/- must be submitted along with technical bid either in the</p>	

	<p>form of Bank Draft / FD or given "Bid security in favor of "AI Engineering Services Limited," and payable at New Delhi.</p> <p>b) It is clarified that Bidders seeking exemption under MSME provisions are required to submit the Bid Security Declaration Form in the manner provided in Section 15 Instructions to Bidder in lieu of the Earnest Money Deposit.</p> <p>c) Tenders received without EMD shall be rejected.</p> <p>d) In case a Bidder withdraws his bid during the process of evaluation of tender or fails or refuses to accept the contract if awarded in his favor, the Earnest Money Deposit will be forfeited.</p> <p>e) EMD of the Tenders, who do not qualify in the 'Technical Bid', will be refunded to them within one month of the award of contract.</p> <p>f) EMD in respect of the successful Bidder will be adjusted against Security Deposit / Performance Bank Guarantee. EMD in respect of bidders, who have been unsuccessful in the evaluation of the commercial bids, would be refunded within one month of award of the contract.</p>
6.12	<p><u>Security Deposit / Performance Bank Guarantee</u></p> <p>a) A Security deposit (SD) @ 5 % of the contract value, or a Performance Bank Guarantee (PBG) for the same amount would be required to be submitted by the successful Bidder within two weeks from the date of award of contract. The SD / PBG is for meeting the project commitments till the end of the contract period. The SD / PBG would be refunded / returned within two months of successful completion of contract period subject to adjustment for penalties, if any, on account of deficiencies in performance as per the terms of the contract.</p> <p>b) It is to be noted that the costs involved in furnishing of the PBG / SD are to be borne by the bidder who has been awarded the contract and the same is to be included in the commercial bid.</p>
6.13	<p>Technical Bid opening venue will be at the office AIESL</p> <p>AI Engineering Services Ltd. (AIESL), Deputy General Manager -Engineering, Production Planning & Material Management, A320 Avionics Complex, AI Engineering Services Limited, IGIA Terminal-II, New Delhi 110037 INDIA.</p> <p>And Technical Bid will be opened on GeM in front of TC and as per given schedule. If so desired, a representative of Bidder may be present at the time of opening of tenders. The representative must carry an authority letter from the Bidder's authorized signatory for participation in the tender opening. The name of the representative may also preferably be directly sent to AIESL in advance of the date of opening of the tenders by e-mail as under:</p> <p>E-mail: aieslpurchase.nr@aiesl.in.</p>
6.14	<p>Price bids will be opened of those bidders who have successfully fulfilled the technical criteria. They will be intimated separately through eMail.</p>

7. Other Terms and Conditions

7.1	<u>Fall in price clause</u> The successful bidder should pass on any benefits arising due to lower taxation or change in input/raw material cost by virtue of some exemption by government or for any reasons during the contract/order
7.1(A)	<u>Payment Terms</u> The successful bidder shall submit the invoices in the office of PPMM after the verification form the user and the payment shall be made within 60 days of the submission of invoices.
7.2	<u>Force Majeure Event</u> 7.2.1 Neither the Service Provider nor AIESL (collectively "Parties" and individually "Party") shall be in breach of any obligation under the Contract if it is unable to perform that obligation in whole or part by reason of occurrence of Force Majeure Event. 7.2.2 Force Majeure Event means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity, but not including seasonal rains) or events such as a war, strike, riots. The affected Party shall give immediate notice in writing of occurrence of a Force Majeure Event as soon as it occurs (in any case not later than 5 days of information about the occurrence of such an event becoming known to such Party) and shall thereafter keep the other Party informed of the continuation or termination of such event as soon as possible (and in any event within three (3) days of the continuation or termination of such event). 7.2.3 Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall use its best reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force Majeure and shall reasonably allocate its available resources, giving priority to its obligations under the Contract. 7.2.4 The Party so affected shall take all reasonable steps to remedy the failure and reasonably allocate its available resources, giving priority to perform its obligations under the Contract and to keep the other Party informed of the steps being taken to mitigate the effects of an event of force majeure. 7.2.5 If the performance in whole or in part or any obligation under the Contract is prevented or delayed by any reason of subsistence of a Force Majeure Event for a period exceeding 90 (Ninety) days, either Party may at its option terminate the Contract without any financial repercussions on either side. 7.2.6 Notwithstanding the punitive provisions contained in the Contract for delay or breach of Contract, the Service Provider would not be liable for imposition of any such damages so long as the delay and/or failure of the Service Provider in fulfilling its obligations under the Contract solely attributable to the occurrence of a Force Majeure Event.
7.3	<u>Resolution of Disputes and Arbitration</u> 7.3.1 Any dispute arising between the Service Provider and AIESL(Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the Contract or the validity or breach thereof (the "Dispute"), shall first be settled by mutual consultation between the authorized representatives of the Parties. If the Dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has, the same shall be settled and finally resolved by arbitration. 7.3.2 Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one (1) arbitrator each and the two (2) such appointed arbitrators shall in turn appoint the third (3rd) arbitrator as the presiding arbitrator. 7.3.3 The arbitration award passed under the arbitration shall be final and binding on the Parties. 7.3.4 The proceedings of the Arbitration shall be conducted in English language and place of arbitration shall be Delhi. 7.3.5 Each Party shall bear their own cost with respect to such arbitration
7.4	<u>Subcontracting</u> 7.4.1 The essence of the Tender is that there will be no subcontracting or delegation or outsourcing of any of Services to any third party without prior written approval of AIESL. However, if any subcontracting is proposed by the Successful Bidder, such appointment / engagement of the subcontractor shall be at the sole discretion of AIESL. Furthermore, the successful Bidder shall be

	<p>responsible for all acts/omissions of such sub-contractor.</p> <p>7.4.2 In event, the Contract is sub-contracted or assigned in violation of terms specified hereunder or the Contract, AIESL reserves the right to terminate the Contract and/ or take appropriate action against the Successful Bidder/ claim damages/ any other remedies for breach of the Tender/ Contract.</p>
7.5	<p><u>Recovery of Sums Due</u></p> <p>7.5.1 Whenever under the Contract any sum of money is recoverable from Bidder, AIESL shall be entitled to recover such sum from the monthly bills. If the value of monthly bills is not sufficient to recover the dues recoverable under the contract, the same will be recovered by invoking bank guarantee / security deposit held by AIESL. In the event of the said security deposit /Bank Guarantee being insufficient, the balance of total amount recoverable shall be deducted from any sum due to Bidder under this or any other contract with AIESL.</p> <p>7.5.2 Should this amount be insufficient to cover the said full amount recoverable, Bidder shall pay to AIESL on demand the balance amount within 14 days of the demand along with the interest as per applicable SBI lending rate from the due date specified in the demand notice.</p> <p>7.5.3 If any amount due to AIESL is so set off against the said security deposit, the Service Provider shall have to make good, the said amount immediately but not later than 14 (fourteen) calendar days, to restore the Security Deposit to its original value. Non- restoration of such Security Deposit will be treated as event of default, leading to right of AIESL to take appropriate remedial action, including termination.</p> <p>7.5.4 In addition to the above, AIESL reserves the right to deduct from the Successful Bidder's invoice, amounts attributable to loss or damage caused to AIESL -employees / cargo / equipment / machinery / building or any other property of AIESL or any damage caused to any third party by negligence or due to reasons attributable to the Successful Bidder including its employees.</p>
7.6	<p><u>Intellectual Property</u></p> <p>7.6.1 The Successful Bidder warrants that in providing the Services under the Contract, it shall not infringe the intellectual property including without limitation trademark, copyright design, right patent or etc. of AIESL and / or of any third party and agrees to defend, hold harmless and indemnify AIESL against any losses, damages, claims, costs, expenses etc. suffered by AIESL arising from any such infringement of any intellectual property.</p> <p>7.6.2 The intellectual property produced by the Successful Bidder during or in relation to the Services under the Contract shall belong to AIESL absolutely.</p> <p>7.6.3 AIESL reserves the right for injunctive relief to prevent the breach of any it's or third parties' intellectual property rights.</p> <p>7.6.4 If the use of the Services is preliminarily or permanently enjoined because of a finding of infringement or the likelihood of infringement of the Successful Bidder's intellectual property, the Successful Bidder shall, at its sole cost and expense, and at its option:</p> <ul style="list-style-type: none">i) procure for AIESL the right to continue using the Services; orii) modify the Services so that it becomes non -infringing; oriii) refund to AIESL the money paid by AIESL for the enjoined part or parts of the Services.
7.7	<p><u>Assignment</u></p> <p>During the Term of the Contract, the Successful Bidder shall not assign any of its rights or duties under the Contract without prior written consent of AIESL. Any assignment or transfer in violation of this Clause shall result in termination by AIESL with damages to the Successful Bidder.</p>
7.8	<p><u>Non-Waiver</u></p> <p>Failure of AIESL to enforce any of the terms & conditions incorporated in the Tender / Contract, or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify the Successful Bidder in the event of breach, or the acceptance of or payment of any Services hereunder shall not release the Successful Bidder and shall not be deemed a waiver of any right of AIESL to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such Services regardless of when such Services have been delivered nor shall any purported verbal modification or revision of the order by AIESL act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of any condition of the Tender and Contract by AIESL shall not be considered as a continuous waiver or waiver for other condition by AIESL.</p>
7.9	<p><u>Fraudulent Practices</u></p> <p>a) AIESL requires that Bidders observe the highest standard of ethics during the Bidding process and execution of contracts. In pursuance of this, AIESL defines, for the purpose so this provision, the</p>

	<p>terms set forth be low as follows:</p> <ol style="list-style-type: none">I. “Corrupt practice” means the offering, giving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.II. “Fraudulent practice” means a misrepresentation of facts to influence a procurement process, or the execution of a contract deemed to be detrimental to AIESL and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive AIESL of the benefits of free and open competition. <ol style="list-style-type: none">b) Shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract.c) Shall declare a Bidder ineligible and blacklist such Bidder, either indefinitely or for a stated period if at any time, AIESL determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.d) Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent / corrupt practices during the currency of the Contract.e) EMD or Security deposit shall be forfeited in addition to the above-mentioned remedies which AIESL shall have taken.
7.10	<p><u>Conflict of Interests</u></p> <p>SP not to Benefit from Commissions, Discounts, etc. The payment to SP under this Contract shall constitute the SP’s sole remuneration in connection with this Contract or the services. The SP shall not accept, for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services in the discharge of their obligations hereunder.</p> <p>Prohibition of Conflicting Activities</p> <p>Neither the SP nor the Personnel shall engage, either directly or indirectly, in any business or professional activities conflicting to the Services assigned to them under this Contract.</p>
7.11	<p><u>Change Management</u></p> <p>The Service Provider shall address all the problems which will occur during the contract period at no additional cost. The Service Provider shall identify and resolve problems due to which the SP is not able to give the desired performance.</p> <p><u>Introducing a Change</u></p> <ol style="list-style-type: none">1. AIESL shall have the right to propose, and subsequently require, AIESL to order the SP from time to time during the performance of the Contract to make any change in requirements provided that such Change falls within the general scope of the work, does not constitute unrelated work, and is technically practicable.2. The SP may from time to time during its performance of the Contract propose to AIESL for any Change that the SP considers necessary or desirable to improve the quality or efficiency of the contract. AIESL may at its discretion approve or reject any Change proposed by the SP.3. Notwithstanding the clauses mentioned above, no change made necessary because of any default of the SP in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any extra cost or Time for achieving Operational Acceptance. <p>AIESL and SP will agree, during contract period for coordination to achieve better result within the work scope.</p>
7.12	<p><u>Confidentiality</u></p> <ol style="list-style-type: none">1. The Bidder / Successful Bidder shall always keep confidential, all information acquired in consequence of this Tender, including (without limitation) the any / all data concerning the technology, software & programs, technical processes, business processes, procedures, personal data, business affairs, AIESL customer/ passenger details, financial affairs of AIESL (hereinafter referred to as “Confidential Information”). Confidential information shall also include information that is designated as 'confidential' or which by its nature is clearly confidential.2. The Bidder / Successful Bidder shall not disclose the Confidential Information to any other third party without the prior written consent of AIESL unless such disclosure is (a) required by law, decree, order or directive of a competent judicial / administrative / legislative authority (b) such Confidential Information

	<p>is or becomes generally available to the public through no breach of such Bidder / Successful Bidder (c) was in the Bidder / Successful Bidder's possession prior to the time of receipt of it by such Bidder / Successful Bidder (d) Is developed independently by the Bidder / Successful Bidder or (e) is rightfully obtained by third party without breach of this Clause.</p> <ol style="list-style-type: none">3. As such, the Bidder / Successful Bidder agrees to keep such Confidential Information as strictly confidential and shall disclose the same to their employees / professional advisers only on a 'need to know' basis.4. The Bidder / Successful Bidder agree that any such information received by it shall be (1) protected and kept in strict confidence, using the same degree of care and safeguards as it uses to protect its own information of like importance, but in any case, no less than a reasonable degree of care (2) not to use Confidential Information for any purpose other than to carry out its respective obligations under this Tender.5. It is understood by the Bidder / Successful Bidder that the breach of provisions of this Clause or the provisions of confidentiality agreed by the parties under the Contract shall cause irreparable harm and injury to AIESL for which monetary compensation may not be adequate. Therefore, in addition to the damages, AIESL shall be entitled to injunctive or other equitable relief against such Bidder / Successful Bidder or any other remedy under law or at equity.6. The Bidder/ Successful Bidder shall execute a separate Non-Disclosure Agreement with AIESL on non-judicial stamp paper of requisite value. In addition to the content hereunder, all global laws related to privacy and confidentiality will have to be maintained.7. The Successful Bidder shall be committed to respect privacy and to ensure lawful processing of personal data. The Successful Bidder shall be responsible, as a sole data controller, for its own processing of personal data pursuant to and / or in connection with the Contract.
7.15	<p><u>Indemnification</u></p> <ol style="list-style-type: none">1. The Service Provider shall indemnify AIESL against all liability arising out of any claim, penalty, loss damages or costs actually paid, suffered, or incurred by AIESL pursuant to any injury or death to any person or by reasons of any damage to any property (including but not limited to the Aircrafts) belonging to AIESL caused by the Service Provider's personnel deployed for the Services. In case, any such amount is not deposited / paid to AIESL, the same shall be deducted from Security Deposits / Bills / Future payments due to the Service Provider, without prejudice to the other rights available to AIESL under any applicable law.2. The Successful Bidder shall indemnify AIESL from all liability arising out of any claim /penalty /loss or damages, including costs (including counsel fees and reasonable legal cost) thereof, arising out of any breach or violation by the Successful Bidder of any provisions of any law, including but not limited to the intellectual property rights whether in India or any other country and labor laws governing the employees of the Successful Bidder.

8. Exemptions / Preference to MSME Units:

8.1	<p>As per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.12 by Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSEs must be registered with any of the following to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012</p> <ul style="list-style-type: none">a. District Industries Centers (DIC)b. Khadi and Village Industries Commission (KVIC)c. Khadi and Village Industries Boardd. Coir Boarde. National Small Industries Corporation (NSPC)f. Directorate of Handicraft and Handloomg. Any other body specified by Ministry of MSME.h. Udyog Aadhaar
8.2	<p>MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the tendered item along with their bid.</p>
8.3	<p>The MSEs registered with District Industries Centers must submit the Acknowledgement of Entrepreneur Memorandum (EM) Part-II along with their bid. The MSEs registered with National Small Industries Corporation (NSPC) must submit the valid NSPC registration certificate along with their bid.</p>
8.4	<p>The Micro and Small Enterprises not registered for the trade/item for which this tender is relevant, would not be eligible for exemption / preference.</p>
8.5	<p>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.</p>
8.6	<p>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.</p>
8.7	<p>Exemption from submission of EMD – The MSEs registered with above mentioned agencies/bodies are exempted from payment of EMD.</p>
8.8	<p>The Successful Bidder (MSME/Non MSME) will be required to submit the Security Deposit as applicable on the Contract value. However, in case of MSE Bidders, the Security Deposit/Bank Guarantee can be submitted on yearly basis renewable every year.</p>
8.9	<p>Note: Above policy of extending benefits is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.</p>

9. SCOPE OF WORK:

Work scope for import of DG shipments from AIESL supplier’s warehouse to AIESL stations across India (Delhi, Mumbai, Kolkata, Hyderabad, Nagpur & Trivandrum) on Door to Door basis:

DG shipments from AIESL supplier’s warehouse to AIESL stations across India (Delhi, Mumbai, Kolkata, Hyderabad, Nagpur & Trivandrum), as per the work scope / tasks as detailed below:

- a. The prospective SERVICE PROVIDER will be required to organize Door-to-Door delivery of DG shipment. They will be responsible for inland transportation, customs clearance and air freighting from various vendors across the world and deliver them to AIESL offices located at Delhi, Mumbai, Kolkata, Hyderabad, Nagpur & Trivandrum.
- b. The prospective SERVICE PROVIDER will be responsible for handling of DG goods as per provisions of current IATA DG regulation and ensure that all compliance of current IATA DG Regulations for air transportation is met.
- c. The Prospective Freight Forwarder will be required to obtain/assist in obtaining Special Licenses, if required, from regulatory authorities of India.

The details of activities are delineated below:

Sr. No.	Work scope
1.	<p>Pick up of shipments from AIESL supplier’s warehouse and deliver to AIESL stations across India (Delhi, Mumbai, Kolkata, Hyderabad, Nagpur & Trivandrum). Door to Door Delivery of Shipments imported from AIESL various vendors across the world to AIESL stations in India i.e Delhi, Mumbai, Kolkata, Hyderabad, Nagpur & Trivandrum. The shipments would be picked up from the vendor’s premise immediately within 1 (One) working day and arrange export to AIESL stations in India by any air carrier. These shipments will be collected by the SERVICE PROVIDER from the respective warehouses of AIESL suppliers and would be imported to India to the earmarked consignees under proper documentation and shall undertake the import clearance of these shipments at the destination for Door delivery to the consignees, within the free period. However, any demurrage charges / penalty incurred by SERVICE PROVIDER on account of any fault of AIESL shall be reimbursed/ paid to AIESL by AIESL.</p> <p>Such information through daily statements has to be e-mailed to all AIESL Regional Offices, who have imported the item. A set of import documents to be handed over to the respective MMD office of each location.</p> <p>SERVICE PROVIDER will obtain necessary compliance approvals from the customs authorities/Civil Aviation Authority/other Govt. Agencies of country of origin and country of destination including overfly regulatory compliance as per IATA DG Regulation as applicable depending upon the classification of the DG goods- The shipper will hand over all related documents including DGD to the SP for clearance of shipments on behalf of AIESL.</p>
2.	<p>Upon receipt of intimation from vendors, SERVICE PROVIDER will pick-up shipments from the vendors located abroad for shipment to various AIESL destinations in India i.e. Delhi, Mumbai, Kolkata, Hyderabad, Nagpur & Trivandrum, segregate the shipments as per the destination, complete the customs import formalities and book the shipments for AIESL destinations at Delhi, Mumbai, Kolkata, Hyderabad, Nagpur & Trivandrum.</p> <p>Picking-up of a shipment will be done by SERVICE PROVIDER under a waybill. A “waybill” shall include any Shipment identifier or document produced by SERVICE PROVIDER or Shipper automated systems such as a label, barcode, waybill or consignment note as well as any electronic version thereof.</p> <p>Pick-up from the Vendors to be done by SERVICE PROVIDER within 24 hours of receiving the intimation for export to India. Details of daily dispatch of shipments to India must be e-mailed to our offices in India on regular basis. A set of import documents to be handed over to the respective PPMM office of each location.</p> <p>Marks and Numbers: DG and general Marking & labeling to be done by shipper. However, AWB will be generated by the SP or their carrier. The SERVICE PROVIDER will ensure proper and appropriate labeling and marking on the DG shipments and are as per current DGR provisions.</p> <p>SERVICE PROVIDER will take care of loading/unloading, local transportation in India from airport to AIESL stations as well</p>

	<p>as vendor's warehouse location to Port of Origin. DO charge will be reimbursed as per actual on submission of proof of payment. Demurrage charge due to delay/negligence of SP, if any, shall be borne by SP.</p> <p>Checklist approval for filing BOE shall be done by AIESL Customs Team.</p>
3	<p>Access to website for tracking purposes: AIESL requires access to SERVICE PROVIDER's for tracking the shipment. The data must be available on vendor's portal for 03 months from the date of delivery of goods to AIESL, the data of all import shipments will be provided to regional MMD offices on monthly basis in the form of soft and soft copy.</p> <p>During the contract, AIESL will have access to use real time tracking of consignment shipped and must provide a dedicated single window cargo management system for AIESL shipments or interface window/ site access. The service provider must have a web-based facility for online tracking of shipments by AIESL.</p>
4	<p>SERVICE PROVIDER must hand over copies of all the concerned documentation consisting of Bill of Entry, related invoices and AWB/HAWB copies, as well as copies of DGD, MSDS, FAA/EASA documentation provided by the suppliers, etc. to the respective Provisioning sections of AIESL offices at, Delhi, Mumbai, Kolkata, Hyderabad, Nagpur & Trivandrum as well as the Payments section at Delhi or as advised to SERVICE PROVIDER accordingly. Such of the documentation must be submitted in Soft copy form and soft copy consisting of AWB & shipper Invoice for records.</p> <p>AIESL may provide SP with an authorization letter for customs clearance of DG items, but all the documents required for clearance of these items must be managed by SP in accordance with relevant regulatory guidelines.</p> <p>The SP can deploy third-party logistics services whenever the location is not accessible to them. However, such arrangement shall be arranged at the risk and cost of the SP. AIESL will not bear any additional cost incurred by the SP for such arrangements. In such third-party arrangements, the SP must also indemnify AIESL from all encumbrances in this regard.</p> <p>The Service Provider shall indemnify AIESL against the payment of penalty/third/fourth party claims/damages/loss of property of AIESL, its subsidiaries, or any other party arising due to the negligence on the part of the Successful Bidder and/or its employees.</p> <p>For the avoidance of any doubt it is hereby clarified that the SP shall be solely liable for accidents, injuries, death, and/or damages caused to any individual/s and/or property of AIESL/AIAHL and/or any third/fourth party, due to negligence of its employees, during the performance of their duties under the Contract and shall indemnify AIESL and/or its employees, from costs or liabilities, arising therefrom (including counsel fees and legal cost).</p>
5	<p>a. SERVICE PROVIDER shall be responsible for the acts and deeds of his staff deployed at the concerned station for customs clearance activities in accordance with this contract subject to local law. AIESL will in no way be responsible for violation of Customs/ Airport Rules/ rules of other regulatory authorities by the staff of SERVICE PROVIDER.</p> <p>b. During the contract period, if the staffs of SERVICE PROVIDER are involved in any smuggling activities, AIESL shall in no way be responsible and the onus shall be with SERVICE PROVIDER only. They shall deal with Customs/ Police and Court matters arising out of such an act on the part of his staff and shall bear all the expenditure and shall be liable to all further legal consequences at their cost/risk thereof.</p> <p>c. If the Aircraft Parts booked on a particular flight cannot be uplifted on the said flight due to following reasons, he should immediately notify AIESL providing the requisite details and get the said consignment booked on the next First Available Flight.</p> <ul style="list-style-type: none">i. Last minute cancellation of flight by the Airline.ii. Any other issues not within the purview of SERVICE PROVIDER. <p>d. After giving call off to SERVICE PROVIDER, AIESL may at the last minute advise them of cancellation of the call off on account of following reasons in exceptional circumstances:</p> <ul style="list-style-type: none">i. Delay in handing over of Aircraft parts due to certain operational Issues.ii. Non Delivery of Goods by vendor due to last minute change in their production / repair cycle.iii. Last minute change in PICKUP communicated by E-PPMM <p>In both the cases as above, SERVICE PROVIDER shall immediately get the booking cancelled without any monetary loss to AIESL on account of the said Cancellation.</p>

	<ul style="list-style-type: none">e. Without prejudice to the above penalty clauses, AIESL reserves the right to take all the remedial actions provided under the law in case of non-fulfillment of contractual obligations by SERVICE PROVIDER.f. SERVICE PROVIDER shall provide terminal support facilities at Delhi, Mumbai, Kolkata, Hyderabad, Nagpur & Trivandrum nears the shipping locations. He shall ensure adequate security for all AIESL shipments held in such facility or carried in its vehicles. SERVICE PROVIDER shall provide materials handling equipment with sufficient capacity to safely handle all shipments.g. SERVICE PROVIDER shall maintain and provide sufficient vehicle capacity for road transportation up to the terminal/Cargo facility, both in number and in type, to assure safe and efficient handling of all shipments.h. SERVICE PROVIDER must deploy IATA DG qualified personnel to handle DG shipments of AIESL.
6	<ul style="list-style-type: none">a. SERVICE PROVIDER shall obtain the requisite approvals from regulatory authorities of the concerned airports or Air Cargo Complexes etc., before commencement of the work, as made mandatory for any Ground Handling Agency/ Customs House Agent carrying out functions in the restricted areas of the Cargo Complex/ Airport either in India or abroad.b. SERVICE PROVIDER shall ensure compliance and shall be solely responsible for all the safety and security regulations of AIESL, BCAS, Airport Authority of India or any other regulatory body associated with airports/cargo activities in India or abroad and are strictly adhered to and complied with by personnel deployed by SERVICE PROVIDER.c. Any violation of security regulations and indulging in any illegal activities including but not limited to smuggling / theft by SERVICE PROVIDER personnel shall be at the cost / risk of SERVICE PROVIDER and shall be liable for all the legal consequences thereof.d. After the award of contract, SERVICE PROVIDER shall arrange Airport Entry Passes or Cargo Complex Passes for its personnel from concerned authorities of Air Cargo Complex/BCAS/ or any other Airport regulatory authority at its own cost. Employees of SERVICE PROVIDER entering the apron area for tendered work scope purposes shall always carry valid passes / permits as issued by BCAS or appropriate regulatory bodies of concerned countries.e. Any lapse noticed on the part of any employee of SERVICE PROVIDER. involved in theft / pilferage / malpractices shall be inquired into by AIESL Security / other officials and suitable action including legal proceedings shall be initiated for breach of contractual liability along with penal provisions of various laws.f. SERVICE PROVIDER shall take responsibility for good conduct of its employees in AIESL / Airport/Cargo premises. If any of the SERVICE PROVIDER employee is involved in any theft / pilferage of property of AIESL Passenger / Passenger Baggage / Cargo consignments / AIESL property also in other areas of work as assigned by AIESL, AIESL reserves the right to conduct enquiry jointly with SERVICE PROVIDER and impose penalty on SERVICE PROVIDER if found to be negligent, apart from AIESL right to take appropriate legal action.g. SERVICE PROVIDER shall also be responsible for getting necessary clearances, if any, from Govt. Agencies / Legal Authorities or Customs in India or abroad from time to time, with regards the provisions of services.h. It shall be the responsibility of SERVICE PROVIDER to ensure that no unauthorized personnel other than those deployed by it specifically for the services, gains access to the Airport/Cargo premises where and when the services are to be provided.
7	<ul style="list-style-type: none">a. Provide AWB/Tracking details at the time of collection of consignment from vendor's warehouse.b. Provide a status report on the consignment 24 hours after pick up of the consignments on daily basis to the shipper as well as the consignee. <p><u>Customer Service:</u></p> <p>Weekly reports to be shared with AIESL which will have status details for each shipment. Monthly business review shall be provided by the SERVICE PROVIDER to evaluate the Performance levels.</p> <p><u>Communication:</u></p> <ul style="list-style-type: none">(a) SERVICE PROVIDER is required to provide pre-alerts to both the shipper as well as consignee.(b) SERVICE PROVIDER will inform in case of any change in the established transit time or in any condition where in shipment gets delayed or damaged in transit. <p><u>Required Service & Transit levels:</u></p> <p>Required transit time's viz. SEVEN working days. Time begins upon receipt of shipment by the service provider and ends on receipt of shipment by consignee or consignee's agent. Shipments delivered to Nagpur/ Trivandrum will have additional transit time of 02 working days. For Import shipments,</p>

the date of intimation of delivery order to consignee by SERVICE PROVIDER shall be construed as the date on which the shipment is delivered. For the sake of brevity, SERVICE PROVIDER prepares delivery order upon arrival of import shipment into India. SP will make every reasonable effort to deliver the Customs Cleared Shipment within the free period.

General Terms and Conditions:

A) Security Deposit & Performance Guarantee:

- a) SERVICE PROVIDER will have to deposit with AIESL within 30 days of award of the contract, an amount equivalent to 5% of total value, towards Security Deposit & Performance Guarantee. The Security Deposit is to be paid by a Bank Draft, Banker's Cheque or wire transfer in favors of AIESL, payable at New Delhi, or by execution of a Bank Guarantee for an equivalent amount. The Security Deposit would be valid till 90 days after completion of all contractual obligations. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by SERVICE PROVIDER.
- b) The Security deposit & Performance Guarantee will be retained up to three months after the expiry of the contract and would be refunded / returned to the tenderer within two months thereafter subject to satisfactory performance during this period, and after adjustment for liquidated damages/ penalties, if any, arising out of the non-execution of the terms and conditions of the contract. In case of breach of contract or violation of any terms of contract, the security deposited shall be forfeited.
- c) The Security Deposit and Performance Bank Guarantee will not carry any interest.

B) Delivery & support location:

- a) SERVICE PROVIDER, who has been awarded the contract, shall support all the locations of AIESL within India, for the stated / contracted work scope as required by AIESL. For this purpose, SERVICE PROVIDER has to designate a nodal person in India to provide support and feedback on the movement of shipments and to answer the queries of AIESL officials. Similarly, a dedicated nodal person will be required at each overseas station for logistic support.

C) Insurance:

- a) The Bidder has to provide transit insurance of goods on specific request as transported to AIESL. In case of any loss or damage to a shipment BIDDER'S liability will be limited to its actual cash value and shall not exceed 22 Special Drawing Rights per kilogram (approximately USD 30.00 per kg) for shipments transported by air.

D) Payment Terms:

- a) The payment would be made on a monthly basis, under the 60 days credit terms basis by the respective stations i.e. Delhi/Mumbai/Kolkata/ Hyderabad/Nagpur/ Trivandrum.
- b) The copies of documents viz: AWB, Invoice, POD, etc must be submitted to the PPMM office at the respective stations i.e. Delhi/Mumbai/Kolkata / Hyderabad/ Nagpur/ Trivandrum for certification and payments.

E) Mode of Payment:

- a) Payment will be made from the respective stations i.e. Delhi/Mumbai/Kolkata/ Hyderabad/ Nagpur/ Trivandrum through Cheques / wire Transfers after deducting applicable taxes, as per local laws.

F) Exit Clause/ Termination Clause:

In case of unsatisfactory performance or breach of any of the clause of the contract, AIESL would issue a notice of 30 (thirty) days to SERVICE PROVIDER To rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate the agreement by providing 30 (thirty) days written notice to SERVICE PROVIDER . SERVICE PROVIDER shall not have any right to dispute or question the judgment of AIESL of unsatisfactory performance

- a. Notwithstanding the above, AIESL shall also be at liberty to terminate the agreement for any reason including change in the requirement / circumstances, etc by providing the service provider a 90 days written notice.
- b. SERVICE PROVIDER shall have a right to terminate this Agreement by giving a 90 days advance notice to AIESL, of its reasons for termination. In such an event, SERVICE PROVIDER shall have no right to claim compensation / damages etc. from AIESL on account of early termination. During this period of three months, AIESL and SERVICE PROVIDER may initiate discussions for purpose of resolution of the said reasons. In the event a resolution is achieved by AIESL and SERVICE PROVIDER, the Contract shall not be terminated and SERVICE PROVIDER shall provide the Services, in the same manner, as it was providing prior to such notice of termination. For the avoidance of any doubt it is hereby clarified, that SERVICE PROVIDER during the aforesaid notice period shall continue to provide the Services, till the termination, in the same manner, as it was providing prior to such notice of termination.
- c. SERVICE PROVIDER opting for termination as per clause above will not be eligible to participate in the immediate next tender or five years whichever is earlier.

G) Arbitration:

Any dispute arising between AIESL and SERVICE PROVIDER in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document, or the validity or breach thereof, shall first be settled by mutual consultation. If the dispute remains unresolved after a period of 90 days from the date when the mutual consultation has started, the matter shall be referred for settlement to the 'SCOPE FORUM OF CONCILIATION AND ARBITRATION', Govt. of India, and the award made in pursuance thereof shall be binding on the parties. Any other mode / methodology of arbitration will be done with mutual consent / acceptance.

H) Validity of Price:

- a) The agreed rates will remain firm during the contractual period which includes Fuel Surcharge, Custom Clearance at Foreign Stations both for Import and Import shipments, door delivery for import shipments and collection charges for import shipments.No request for increase in price shall be entertained during the period of validity of the contract.

I) Penalty Clause:

- a) The penalty shall be levied for any delayed shipment delivered after a period of one week or more, beyond the stipulated transit delivery time of five (5) working days. The penalty for such delay shall be calculated @ 1% per week subject to a maximum of 10% of the total value of one way freight charged to the shipment by FF for the concerned destination.
- b) Penalty shall not be applicable if delay is on account of reasons enumerated in clauses of work scope and also if it is due to operational issues involving AIESL.
- c) Neither party shall be liable for loss of profits, loss of sales, loss of business, third party claims or for any consequential, special or indirect loss or damage. This is without prejudice to any mandatory provisions of national or international law.

J) Applicable International Conventions:

For all international transportation by air (including ancillary road transport or stops en route) under this contract, the Montreal Convention will be applicable. This Contract shall be subject to the rules of the Montreal Convention. A waybill or any other written or electronic record of the carriage, including automated labels will be issued by FF for all services undertaken under this contract.

K) International Safety and Security Obligation of Shipper during Air Transportation:

AIESL will comply with the safety and security requirement of every shipment which are tendered to SP as more specifically mentioned in the terms and conditions of carriage, like:

- i. The description and particulars of any Shipment and all information provided by Customer or its representatives in relation to any Shipment are full and accurate.

- ii. The Shipment is properly and sufficiently marked and addressed and packed to ensure safe transportation with ordinary care in handling.
- iii. All applicable customs, import and other laws and regulations have been complied.
- iv. The Shipment does not contain either Dangerous Goods or any prohibited commodities, nor any item which cannot be carried safely or legally. Such items include but are not limited to: animals, bullions, currency, bearer form negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography, counterfeit goods and illegal narcotics/drugs.

10. Technical Bid Form**A. Bidder's Details (To be filled by the Bidder & Document copy wherever applicable to be attached)**

1.	Name of Contract	
2.	Name of the Company/Establishment	
3.	Full Address of Registered Office	
4.	GST No. (Mandatory)*	
5.	Telephone No./ Mobile No.	
6.	Email id	
7.	Name of Contact Person	
8.	CHA License No. (SP or Its Designated Partner) (Mandatory)*	
9.	Date of Issue of custom clearance License (Mandatory)*	
10.	Date of Expiry of License (Mandatory)*	
11.	Name in whose favor license is issued (Mandatory)*	
12.	No. of IATA DG certify persons employed in your firm (Mandatory)*	
13.	Name & address of Banker	
14.	RTGS /NEFT Registered form duly signed by Banker to be enclosed	
15.	Details of Earnest Money Deposit (EMD) submitted: i) Name of the Bank, DD/Pay Order No., & Date & Amount	
16.	Name, Address, CHA License details of Designated Partner Firms.	
17.	If Bidder is an MSME unit, please specify the details of the MSME registration certificate as below:	
	Registration Certificate No.	
	Date of issue	
	Valid up to	
	Services covered under Registration Certificate	

*If not provided your bid may be rejected.

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

B) Parameters

Bidder's Response (Shall be considered for evaluation of technical Bid as per TBEC mentioned in Annexure

S/N	Parameter	Party's Response (Y/N)
1	The service provider must be a limited Company registered under Indian Companies Act, 1956 or a partnership firm or a sole proprietorship firm or a private limited company duly registered under the concerned acts applicable for conducting business in India.	
2	The Service provider or Its Designated Partner must have a valid CHA License and experience in DG handling from April 2020 and up to March 2025 for undertaking customs clearance at DELHI, Mumbai, Kolkata, Hyderabad, Nagpur & Trivandrum.	
3	The Service provider should be in the business of Customs clearance (Air) for at least past three years (from April 2020 onwards) and should have handled Air cargo shipments as mentioned in Section 10 of this tender and is capable of providing the said services mentioned in Section 9.	
4	The Service Provider should have Average Annual Financial turnover of 15 Lakhs in the services specified (on account of services towards custom clearance of Dangerous Goods (DG) related to aircraft parts, engines, tools, consumables etc) during the last three financial years i.e., 2020-21, 2021-22 & 2022-23 and submit the Annual Report (Audited Balance Sheet and Profit & Loss Account) duly authenticated by a Chartered Accountant/Cost Accountant.	
5	The bidder must have PAN No. & GST registration No. at the time of tender application.	
6	All India and overseas network on their own or through their valid business partnership.	

Tender No.AIESL/PPMM/17/230722

C) Submission of supportive documents/requirements.

1. Is the Bid Security Declaration Form (duly filled & signed) attached /enclosed along with the Technical Bid:

- a) Is the bidder a Micro, Small & Medium Enterprises (MSME) as specified at point 8 of this tender and claims Exemption from submission of the EMD:
- b) If answer to C (1-a) is Yes, details be provided as under.

Details of MSME Certificate (point 8)

Issuing Agency Name:	
Certificate No. & Date	
Valid up to	
Services covered under Registration certificate	

A copy of the registration certificate as mentioned at C (1-b) above is attached with Technical Bid.

- 2. IT Returns for the Financial Years 2020-21, 2021-22 & 2022-23.
- 3. Tender document signed, stamped, and duly completed in all aspects.
- 4. Annual Turnover for previous Financial Years 2020-21, 2021-22 & 2022-23 as per the Annual Report (Audited Balance Sheet and Profit & Loss Account) duly authenticated by a Chartered Accountant/Cost Accountant in India.
- 5. Copy of Balance Sheet and P&L Account for the Financial Years 2020-21, 2021-22 & 2022-23 as per the Annual Report (Audited Balance Sheet and Profit & Loss Account) duly authenticated by a Chartered Accountant/Cost Accountant in India.
- 6. Has any Director/Partner/Proprietor been convicted any time by court of law? (Y / N)
- 7. Has your company been blacklisted by any agency of the airport or elsewhere? (Y/ N)
- 8. Details of import clearance of DG shipment by air handled during last 1 year together with a copy of contract/ Airway Bills/invoices of clients)

S. No.	Name Of Contract	Name &Address of Company	Period of Contract (From...to...)	Annual Value of Contract
	-		-	
	-		-	

To,

Dy. Gen. Manager - Engg

Production Planning & Materials Management

Avionics Complex

IGI Airport

New Delhi - 110037

UNDERTAKING FOR BID

In response to fulfillment of requirement for eligibility to bid for Tender No. **AIESL /PPMM/17/230722** for **“Appointment of Freight Forwarder (FF) for Import of Dangerous Goods (DG) for AIESL at Delhi, Mumbai, Kolkata, Hyderabad, Nagpur & Trivandrum”**.

- i. It is confirmed that the registrations and licenses under all the applicable local and central taxes and laws and to be specified separately under each applicable tax/law/act (i.e., GST/ Income Tax Act etc.) shall be produced for verification/checking of AIESL or to third party authorized by AIESL / Law abiding agencies of Govt. of India.
- ii. I have carefully gone through and have understood and hereby agree to abide by all the General Terms & Conditions, Work scope and Specifications governing the tender.
- iii. I hereby confirm that I am authorized to sign the tender document and the information given in the tender is true and correct to the best of my knowledge and belief and nothing material is concealed.
- iv. All the pages of the Technical Bid are signed, and any overwriting is signed.

Authorized Signatory:

Name of Signatory _____

Designation of Signatory _____

Seal of Company

Place: _____

Date: _____

CHECK LIST: Following Documents have been attached with Technical Bid

1.	Bid Security Declaration Form, duly filled and signed	
2.	Financial Bid copy- quote masked	
2.	Self-Attested copies of: -	
	A) Certificate of Incorporation (Mandatory)*	
	B) PAN No. (Mandatory)*	
	C) GST Registration(Mandatory)*	
	D) CHA License of SP or its Designated partner (Mandatory)*	
	E) IT Returns for the Previous three (03) Years (Mandatory)*	
	F) Shop & Establishment Certificate/ Lease Deed as applicable for office premises.	
	G) Original copy of Authorized Signatories	
	H) MSME Certificate, if registered with MSME (Ref. point 8)	
3	Copy of audited Balance Sheet and P&L for the financial years duly signed by Proprietor/Director	
4	Copies of Contracts/AWBs/invoices dep 2020-21, 2021-22 & 2022-23 as per the Annual Report (Audited Balance Sheet and Profit & Loss Account) duly authenticated by a Chartered Accountant/CostAccountant in India, as well as duly certified by the bidder/self-attested.	
5	Company Profile	
6	List of other Airlines/customers where similar services are provided currently with Tel. No. & contact person (Mandatory)*	
7	Tender document duly signed, stamped, and completed in all aspects(pages) (Mandatory)*	
8	All sections of Technical bid must be filled. (Mandatory)* and also financial Bid should not be clubbed with Technical Bid.	

Authorized Signatory:

Name of Signatory _____

Designation of Signatory _____

Seal of Company

Place: _____

11. Technical Bid Evaluation Criteria

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

General Conditions	
1.	Part-I i.e., Technical Bids shall be evaluated for establishing eligibility of the bidder as well as techno-commercially responsiveness as per bid conditions, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
2.	<p>During the detailed evaluation of “Technical Bids”, AIESL will determine whether each Bid:</p> <ol style="list-style-type: none"> Meets the eligibility criteria defined in Section 10 Has been properly signed Is accompanied by the required bid securities declarations Is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the “Financial Bids”, the responsiveness of the bids will be further determined as per remaining bid conditions, i.e., Bill of Quantity and Price, Technical Specifications, if any.
3.	<p>A substantially responsive “Bid” is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:</p> <ol style="list-style-type: none"> Which affects in any substantial way the scope, quality, or performance of the Works. Which limits in any substantial way, AIESL’s rights, or the Bidder’s obligations under the Contract. Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids or Which is inconsistent with the bidding documents, <p>If a “Bid” is not substantially responsive, it will be rejected by AIESL and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.</p> <p>During Technical qualification/ Commercial Bid evaluation, AIESL may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or e-mail, however, no change in the price or substance of the Bid shall be sought, offered, or permitted. Reply shall be submitted by Bidder within a stated reasonable period. If Bidder does not provide clarifications of the information requested by the date and time set in AIESL’s request for clarification, its Bid may be rejected.</p>
4.	AIESL will award the Contract to the Bidder who has offered the lowest evaluated Bid price criteria, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Section 10 Bid evaluation and eligibility criteria; (b) determined substantive responsive.
5.	AIESL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed of the same by AIESL unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific, or economic interest of the state or lead to incitement of an offence.
6.	The bidder whose bid has been accepted will be notified of the award by AIESL prior to expiration of the Bid validity period through the “Letter of Acceptance/ Letter of Award”, which will state the sum that AIESL will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract.
7.	AIESL will evaluate and compare the submitted bids on Least cost selection L1 criteria, whose bids are determined to be substantially techno-commercially responsive in accordance with Section 5 of ITB.
8.	<p>Award Criteria & AIESL’s Right to accept/ reject any or all Bids</p> <p>The notification of award will constitute the formation of the Contract until the Formal Agreement is signed. The successful bidder shall execute Contract Agreement and sign the Integrity Pact (wherever applicable) with</p>

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	AIESL on non-judicial paper of appropriate value as per Stamp Act in the format appended within 28 days from the date of issue of Letter of Acceptance/ Letter of Award.
9.	The notification of award will constitute the formation of the Contract until the Formal Agreement is signed. The successful bidder shall execute Contract Agreement and sign the Integrity Pact (wherever applicable) with AIESL on non-judicial paper of appropriate value as per Stamp Act in the format appended within 28 days from the date of issue of Letter of Acceptance/ Letter of Award.
10.	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.
11.	In the event the Bidder fails to provide any information or documents sought by AIESL, the Bid of the said Bidder shall be rejected by AIESL. No correspondence in this regard will be entertained.
12.	The Bidders must meet all the mandatory technical qualification criteria as listed in Section 8 of this tender. Should a bidder fail to comply with one or more of the mandatory criteria, his bid will not be evaluated any further.
13.	Bidders are advised to note that taking deviation to following terms and conditions of Tender shall lead to rejection of their Bids: <ul style="list-style-type: none"> I. Firm/Quoted Price throughout the Contract Period and the extension period II. Scope of work III. EMD IV. Period of Validity of Bid V. Performance Bank Guarantee / Security Deposit VI. Arbitration / Resolution of Dispute VII. Force Majeure VIII. Statutory Compliance to Applicable Laws IX. Registration of PF & ESIC in the name of Firm
14.	The Bidders are to provide the detailed write-up under each item of their offered product listing the main / special features of each process / function including references / whichever and wherever applicable, along with process flow charts and screen shots, to support their compliance claims made in response to the tender requirements / specifications. Attach separate sheets, as necessary.
15.	AIESL would evaluate the responses based on the detailed information as provided. The decision of AIESL in this regard shall be final.
16.	The Bidders who qualify as per the Technical Bid evaluation criteria as mentioned in Section 8 and other requirements of the Tender would be considered for next stage of Tender process.
Experience	
17.	The Bidder should be a Registered Company / Firm in India under the Indian Companies Act, 1956 and should be in existence in India for at least 5 Years.
18.	The bidder should not have been blacklisted/ debarred by any Government Departments, Agencies or Public Sector Undertakings in India as on the date of submission of the tender.
19.	The Bidder must have a minimum 50 nos. of resources on its payroll in. In support, bidder shall submit certificate from Human Resources Department of the company.
20.	The Bidder must be certified for any one of below mentioned certification and shall submit valid certificate: <ul style="list-style-type: none"> 1) ISO 2) OR ANY OTHER CRITERIA
21.	The bidder should have experience of having "Successfully Completed" "Similar work" during last 03 years prior to the last day of bid submission.
22.	Similar works definition: Bidder should have handled import of DG items and its customs clearance in India. Successfully Completed definition: The bidder should have provided one (1) year service after accepting of order or contract if it is not completed/ closed. The same shall be supported by documentary evidence issued by the owner/ employer.

23.	The bidder must mandatorily submit compliance to technical specifications as mentioned in Annexure for proposed infra solution.
Turnover	
24.	<p>Average Annual financial Turnover value of the bidder(s) in the preceding 3 years financial years i.e 2020-21, 2021-22, 2022-23 should not be less than Rs 15 Lakhs in value (INR)</p> <p>The necessary documents viz. Annual Report/ Audited Balance Sheet/ Profit & loss account for calculation of the above should be submitted by the bidder.</p> <p>Profit after tax: The profit after tax of the Bidder to be positive on the closing day of last financial years 2022-23 should be positive.</p>
Make In India	
25.	<p>To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order201711. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order: -</p> <p>a) 'L1' means the lowest tender or lowest bid, or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.</p> <p>b) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. It has been fixed as 20 (twenty) percent.</p> <p>c) 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.</p> <p>d) 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.</p> <p>e) 'Works' means all works as per Rule 130 of GFR- 2017 and will also include 'turn key works.</p>
Verification of local content:	
26.	<p>1. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>2. In cases of procurement for a value in excess of Rs. 10 crore, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p>
27.	Bids will be rejected if submitted after the last date.
28.	Bids will be rejected in case of EMD is not submitted except if the bidder is exempted as per MSME exemptions
29.	Incomplete Bids will be rejected

a. Registration of PF & ESIC in the name of Firm

4 Payment will be made through **ECS (Electronic Clearance Service)**.

5 Successful bidder is required to submit duly verified Bank Mandate form along with copy of relevant cheque leaf, duly cancelled to enable Accounts to make payment through ECS.

6 **TDS shall be deducted by AIESL** from the payment made against these invoices, as per the applicable laws.

12. FINANCIAL BID FORMAT

(To be submitted in Bidder's company letter head)

*(All pages must be signed and stamped with company's seal)***Table: 1****VALUE IN INR**

Sl. No.	Particulars	AIR Import Charges		
1.	Agency Charges per BE (Rs)	A.		
2.	Documentation Charges per BE (Rs)	B.		
3.	AOG /Night Clearance Charges per BE (over & above the charges as in 1 & 2 charges) (Rs)	C.		
4.	*Local Surface Transportation Charges from Clearing Warehouse to AIESL Premises (Rs.)	D.		
5.	DG Handling Charges	E.		
6.	Special charges (If restricted / Special consignment)	F.		Special license Fee will be reimbursed against submission of valid receipts
7.	if Any other charges (Mention Details)	G.		
8.	**AAI / TSP Charges per BE	As per actuals on submission of valid receipt		
9.	**Any Incidental Expenses per BE	As per actuals on submission of valid receipt		
10.	**Any other Receipted Expenses per BE	As per actuals on submission of valid receipt		
11.	**Custom Duty & GST per BE	Will be paid by AIESL		
12.	**GST @ per BE (on service charge of 1,2,3 & 4)	As per actuals on submission of valid receipt		

Table 2	Chargeable weight	USA (a)	UAE / DUBAI/ ABUDHABI / Sharjah (b)	HKG / SIN / Malaysia / Thailand/ China (c)	EUROPE (UK/SPAIN /NETHERLAND / GERMANY / ITALY / /FRANCE/DENMARK /SWITZERLAND) (d)	AUSTRALIA/ NEW ZELAND/ Japan (e)
A	< 5 Kgs					
B	+ 5 Kgs					
C	+ 10 Kgs					
D	+ 20 Kgs					
E	+ 30 Kgs					
F	71- 300 Kgs					

*Transportation charges means charges of transferring all shipments of the day from clearing warehouse to AIESL Premises which is inclusive of freight, loading & unloading of shipment at both the places.

Price Bid Evaluation Criteria (PBEC)

L1 vendor will be determined as per FORMULA given below.

L1 = 50% of Table 1 + 50% of Table 2

Table 1: - (A + B + 10% of C + D+ 10% of F + 10% of G)

Table 2: - [30 % of (a) + 5 % of (b) + 30 % of (c) + 30 % of (d) + 5 % of (e)]

Fixed charges up to 5 Kgs

13. Financial Bid Evaluation Criteria

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

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	case, no taxes are applicable, it should be indicated as 'NIL' or 'Zero' in the commercial bid format.
24.	Withholding tax (applicable to foreign bidders) and TDS (applicable to Indian bidders) shall be deducted by AIESL on all payments, as per applicable Government of India rules & regulations.
25.	Any increase in taxes / levies / duties in subsequent years will be reimbursed by AIESL on submission of proof of payment by the bidder. Similarly, in case of any reduction in the taxes / levies / duties from the present level, the benefit will be passed on to AIESL.
26.	In case, any new taxes/ levies/ duties are introduced in future by the Government in the country of origin or in India during the period of the contract, the same shall be reimbursed to the bidder by AIESL on submission of proof of such payments.
27.	Any other costs not quoted in the commercial bid, but which must be borne by AIESL for implementation of the bidder's solution, would be added to the total bid price for price comparison. The costs for this purpose will be taken from the prevailing market rate. The decision of AIESL in this respect would be final.
28.	Unconditional discounts and credits, if any, would be adjusted in the total bid price for price comparison.
29.	Conditional discounts and credits, if any offered in the commercial bid, will not be considered for price comparison.
30.	Representations, if any, for modifications to the price quoted in the commercial bids will not be entertained after opening of the Tender.
31.	Final Selection Marking Methodology: The final selection of the bidder will be based on Least Cost Selection (L1). The bidder quoting the lowest financial bid will be awarded the contract.
Price Preference	
32.	The MSEs registered with above mentioned agencies/bodies for the Tendered Service and quoting price within price band of L1+15% (fifteen per cent) shall also be allowed to supply a portion of requirement by bringing down their price to the price quoted by L1 in a situation where the price quoted by the L1 Bidder (the "L1 Price") is from other than a MSE and such MSE shall be allowed to supply up to 20 % (twenty per cent) of total Tendered value/service. In case of more than one such SMEs are in the price band of L-1 + 15% and matches the L-1 Price, the 20% value shall be shared proportionately, if it can be divided, else the complete contract shall be allocated to the MSE unit.
33.	An MSE unit will not get any purchase preference over another MSE unit.
34.	Note: Above policy of extending benefits is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.

14. Award of Contract

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

1.	AIESL will award the Contract to the Bidder who has offered the lowest evaluated Bid price criteria, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Section 8 Bid evaluation and eligibility criteria; (b) determined substantive responsive.
2.	AIESL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed of the same by AIESL unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific, or economic interest of the state or lead to incitement of an offence.
3.	The bidder whose bid has been accepted will be notified of the award by AIESL prior to expiration of the Bid validity period through the "Letter of Acceptance/ Letter of Award", which will state the sum that AIESL will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract.
4.	The notification of award will constitute the formation of the Contract until the Formal Agreement is signed. The successful bidder shall execute Contract Agreement and sign the Integrity Pact (wherever applicable) with AIESL on non-judicial paper of appropriate value as per Stamp Act in the format appended within 28 days from the date of issue of Letter of Acceptance/ Letter of Award.
5.	The award of Contract shall be subject to fulfilment (in addition to eligibility criteria and the Undertakings as provided under the Tender) of following conditions by the Bidder: <ul style="list-style-type: none">I. The Successful Bidder must convey acceptance of Letter of Award (LOA)/contract within 7 days of receipt of the same and provide their bank details with a cancelled cheque.II. The Successful Bidder must commence the Services within 14 days after execution of the Contract/Acceptance of LOA.III. The Successful Bidder shall execute the Contract within 14 days of acceptance of LOA. The cost towards the preparation and execution of the Contract shall be borne by the Successful Bidder.

(To be printed on bidder's company letter head and submitted along with Technical Bid)

To
Dy. Gen. Manager-PPMM
AI Engineering Services Limited
Avionics Complex
IGI Airport
New Delhi - 110037

ACCEPTANCE OF TERMS AND CONDITIONS

1. I/We have carefully gone through and have understood and hereby agree to unconditionally abide by all the terms and conditions, required work scope/service details and specifications governing the Tender.
2. I/we hereby confirm that I/we are authorized to sign Bid documents and the information given in the Tender is true and correct to the best of my/our knowledge and belief and nothing material is concealed.
3. Rates quoted by us in the Price Bid Format will remain firm for a period of 120 days from the date of opening of the Technical Bid.
4. We confirm that the prices/ rates and taxes as quoted by us in the Price Bid are final and no additional Cost shall be applicable to AIESL. We also confirm that there is no hidden cost to AIESL over and above those indicated in the Price Bid format.
5. In case AIESL decides to place contract on us, we agree to maintain our quoted rates firm till completion of the Contract.
6. We confirm that the benefit of reduction in Statutory Taxes/Levies, if any arising during the Contract Period, if awarded in our favor would be passed on to AIESL wherever applicable.
7. I/we confirm that /we do not have any relative who is an employee of AIESL or its subsidiaries and is likely to benefit us during the Award/implementation of the Contract.
8. I/we also indemnify that any subsequent detection of direct or indirect beneficiary of any application/award of any contract to any employee of the organization may result in disqualification/termination. AIESL will have the sole discretion to do so, and such cases cannot be referred for arbitration.
9. All the Pages of SECTIONS 1 TO 15 are duly stamped and signed.

Authorized Signatory

Name of Signatory _____

Designation of Signatory _____

Date: _____

Place: _____

(To be printed on bidder's company letter head and submitted along with Technical Bid)

To
Dy. Gen. Manager-PPMM
AI Engineering Services Limited
Avionics Complex
IGI Airport
New Delhi - 110037

UNDERTAKING FROM BIDDERS

I / We _____ confirm that I/we do not have any relative, who is an Employee of AIESL or its subsidiaries and is likely to benefit us during the Award /Implementation of the Contract.

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

Authorized Signatory

Name of signatory _____

Designation of Signatory _____

Seal of Company

Date: _____

Place: _____

To
Dy. Gen. Manager-PPMM
AI Engineering Services Limited
Avionics Complex
IGI Airport
New Delhi - 110037

Performance Bank Guarantee /Security Deposit Form

WHEREAS (Name and address of the bidder) (Hereinafter called “the service provider”) has undertaken, in pursuance of contractno..... datedto supply (description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

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

NOW THEREFORE, we.....Bank, hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, 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 or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the service provider 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 the service provider 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 guarantee shall be valid until the day of 2023.

(Signature of the authorized officer of the Bank)

..... Name and designation of the officer

.....

..... Name & address of the Bank Branch

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

(to be submitted in Bidder's Company Letter Head duly signed and stamped)

To
Dy. Gen. Manager-PPMM
AI Engineering Services Limited
Avionics Complex
IGI Airport
New Delhi - 110037

Subject: Authorization for attending bid opening Tender No. **AIESL /PPMM/17/230722**

Closing Date: **06/05/2024, day up to 1400 hrs**

Opening Date **06/05/2024, day up to 1430 hrs**

The following person(s) are hereby authorized to attend the Bid opening for the Tender mentioned above on our behalf.

Sr. No	Name	E-mail ID	Contact No.	Signature
1.				
2.				

Authorized Signatory

Name of the Signatory _____

Designation of the Signatory _____

Seal of the Company

Place: _____

Date : _____

Note:

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.
3. The authorized representatives, in their own interest, must reach the venue of bid opening well in time.
4. The authorized representatives must carry a valid photo identity.

SECURITY DEPOSIT DECLARATION FORM

(to be submitted in Bidder's Company Letter Head duly signed and stamped)

To

Dy. Gen.. Manager – PPMM
AI Engineering Services Limited
Avionics Complex
IGI Airport
New Delhi - 110037

I/We, the undersigned declare that:

After qualifying for award of Contract for Tender No. **AIESL /PPMM/17/230722** for **“Appointment of Freight Forwarder (FF) for Import of Dangerous Goods (DG) for AIESL at Delhi, Mumbai, Kolkata, Hyderabad, Nagpur & Trivandrum** with AIESL. We will deposit 5% **(Five percent) of the total value of the Contract towards interest free Security deposit**, within 2 weeks of receipt of the Contract.

The Security Deposit will be paid by way of Account Payee Demand Draft, Banker's Cheque, Bank Guarantee (BG) issued from any commercial bank, Fixed Deposit under LIEN with AIESL from any Commercial bank, in favor of AI Engineering services Limited(AIESL), payable at Delhi.

Authorized Signatory

Name of Signatory _____

Designation of Signatory _____

Seal of Company

Place: _____

Date: _____

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(to be submitted in Bidder's Company Letter Head duly signed and stamped)

To

Dy. Gen. Manager – PPMM
AI Engineering Services Limited
Avionics Complex
IGI Airport
New Delhi - 110037

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 One year from the date of committing such breach.

Authorized Signatory

Signature of Signatory _____

Name of Signatory _____

Seal of company

Place: _____

Date: _____