



Dear Sir(s),

Subject: Tender for appointment of Sales and Marketing Consultant / Agency for MRO services in Oman.

1. INTRODUCTION

AI Engineering Services Limited (AIESL), Ex-subsiary of Air India Ltd., having MRO capabilities for Boeing and Airbus aircraft, associated engines, APUs and components (please refer AIESL website <https://www.aiesl.in/AircraftCapability.aspx> intends to appoint a Consultant/Agency to market AIESL's MRO Services as per the terms and conditions specified in this tender.

2. INSTRUCTIONS FOR BIDDING

- 2.1.** The Bids should be neatly presented. Corrections, if any, should be duly authenticated with full signature of the person who has signed the Bids, failing which such Bids shall be rejected.
- 2.2.** Before submitting the bid, the Bidders are requested to carefully examine the Tender Documents, Terms & Conditions of Assignment, Specifications. If there should be or appear to be any ambiguity therein they should immediately refer the matter to AI Engineering Services Ltd., for clarification.
- 2.3.** The Bidder shall complete the annexed forms of Tender with information called for therein, and shall initial with date on each page of the Tender Document.
- 2.4.** Bids must be submitted in sealed Envelope only in person or by courier. Bids received by Fax or through E-mail shall be rejected.
- 2.5.** The bid should be accompanied by the document proofs for qualifying requirements. Documents not required as part of the bid should not be provided.

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2.6. SUBMISSION OF THE BIDS:

SEALED ENVELOPE - I: TECHNICAL BID

To be superscribed with "**Technical Bid for Tender No. AIESL/Tender/Marketing/2022/01 dated 26 August 2022**" and must contain the confirmation to the technical requirements mentioned in Annexure-3&undertaking certificate as per Annexure-4alongwith required documentary evidences. Please do not include price & commercial terms in the technical bid.

SEALED ENVELOPE - II: PRICE BID

To be superscribed with "**Price Bid for Tender No. AIESL/Tender/Marketing/2022/01 dated 26 August 2022** " and must contain the price bid strictly as per format given at Annexure 5.



MASTER ENVELOPE

Both sealed envelopes should be further sealed in a Master Envelope superscribed **"Tender No. AIESL/Tender/Marketing/2022/01 dated 26 August 2022"**, with details such as bidder name, address and contact numbers.

Time & Place of submission of bids:

The bids in sealed envelope must be submitted on or before **19th September 2022/1600 Hrs. Indian Standard Time (IST)** at the following address: -

Industrial Engineering
AI Engineering Services Limited (AIESL),
4th Floor, Engineering Hqrs., Hangar No. 3
Old Airport, Kalina, Santacruz (East)
Mumbai-400029, INDIA

Confirmation on submission of bids:

After forwarding the bid, a confirmation message should be sent on email address: Mukesh.Kumar@aiesl.in, in the following format:

QUOTE *"We confirm that Technical Bid and Price bid for Tender No. AIESL/Tender/Marketing/2022/01 dated 26 August 2022 have been dispatched by Courier (name of courier). Vide tracking number/AWB on date ---/---/---."***UNQUOTE**

3. CLARIFICATIONS:

Any clarification required on the subject Tender, prior to submission, may be addressed to Mr. Mukesh Kumar on his email address Mukesh.Kumar@aiesl.in **on or before 12th Sep. 2022.**

4. OPENING OF BIDS:

Technical bids will be opened on **19th September 2022 at 1630 Hrs. IST** in the office of Industrial Engineering, 4th Floor, Hangar No, 3, Old airport, Kalina, Santacruz (East), Mumbai-400029. The bidders or their authorized person, if so desirous, can be present at the opening of the technical bid with prior information.

The date and time of the opening of Price bid of the technically qualified bidders will be communicated to the short-listed bidders. The bidders are requested to be in readiness to attend the opening of the Price bid at short notice.

- Executive Director-Engineering



ANNEXURE-1

TERMS & CONDITIONS OF THE TENDER

1. General terms:

- 1.1 Tenders received after the closing date & time will not be considered.
- 1.2 In case the Price bid and the Technical Bid are enclosed in the same envelope instead of in two separate sealed / closed envelopes and/or in an open condition, such Bids will be rejected.
- 1.3 The Bids should be neatly presented. Corrections, if any, should be duly authenticated with full signature of the person who has signed the Bids, failing which such Bids are shall be rejected.
- 1.4 All bid documents as per attached annexure are to be submitted on bidder's company letter-head.
- 1.5 AIESL reserves the right to accept / reject any or all the offers submitted without assigning any reason whatsoever.
- 1.6 The Technical Bid should not contain any indication of price. In case, there is any indication of the price in the Technical Bid, such Bids will be rejected without any reference to the bidder. No correspondence will be entertained in this regard.
- 1.7 All the prices quoted in Price bid should be in USD.
- 1.8 In case of any deviations/ variations from the terms and conditions of the tender, technical terms and commercial terms, the same must be clearly specified/ indicated in the Technical bid only.
- 1.9 AIESL does not bind itself to accept the lowest or any bid and has the right to refuse any bid without assigning any reason. AIESL also has right to re-issue the Tender without Bidders having right to object to such reissue.
- 1.10 Amendments and clarifications, if any, to this tender, will be hosted on the website of AIESL at www.aiesl.in. The bidders are, therefore, advised to visit the websites regularly till the date of closing of the tender. The last amendment, if any, will be hosted a minimum of seven days before the closing date of the tender.

2. Earnest Money Deposit (hereinafter referred to as "EMD")

- 2.1 Bidders are required to submit an Earnest Money Deposit of **USD 5000** (US Dollars Five Thousand Only). EMD must be submitted by the Bidder by means of Demand Draft in favour of AI Engineering Services Limited (AIESL). **No other mode of payment is acceptable.**
- 2.2 In case of any query relating to wire transfer of the EMD, the bidders may contact Rajendra.Bhatia@aiesl.in
- 2.3 EMD will not carry any interest.
- 2.4 EMD of the unsuccessful bidders would be returned without any interest after award of contract to the successful bidder.
- 2.5 EMD of the successful bidder will be retained till the completion of the contract period.



3. Agreement

- 3.1 The agreement will be finalized and signed with the selected bidder and fees finalised will be firm during the contract period.
- 3.2 The agreement will be valid for a period of three years and may be renewed for further period by two years on the same terms and conditions if mutually agreed by the parties.

4 Invoicing of Fees:

- 4.1 Fees will be paid in the same currency as applied by AIESL to its customers in AIESL invoices.
- 4.2 Fees will be calculated only on the labour charges indicated in the AIESL invoice to the customer.
- 4.3 During the term of contract, the selected bidder is entitled to receive fees on the contracts/orders concluded with customers brought by the selected bidder subject to the contract between AIESL and the customer is valid.
- 4.4 If the contract between AIESL and the bidder is terminated for reasons stated in para 9.1 and 9.2 of this tender document, the selected bidder is entitled to receive 95% fees. 5% of bidder's fees will be deducted for not availing additional services described in the scope of work in Annexure-2 of this tender document.
- 4.5 If the contract between AIESL and the selected bidder is terminated by the selected bidder, selected bidder will not be eligible for any fees although the contracts between customers and AIESL will remain in force.
- 4.6 No fees will be paid for any incidental and non-shop visit related material sales, lease charges, logistics and handling charges.

5. Payment of Fees:

- 5.1 Fees will be paid on net realization of payment towards labor charges by the customers.
- 5.2 Fees payment will be made within 30 days from the date of realization of the payments by Customer against AIESL' invoices.
- 5.3 Invoicing address and the necessary contact references for payment will be notified in the contract.
- 5.4 Payment will be made through wire transfer. Full bank details such as name of Bank, Bank Account No. and currency, IBAN No. and Swift Code, details of routing bank if anywhere payment is to be effected should be furnished. Air-India will not accept payment terms of bank guarantee, letter of credit (LOC) and IATA clearance.

6. Penalty:

- 6.1 In the event of failure of successful bidder to achieve any revenue within 180 days from date of signing of the contract, the contract shall be reviewed for termination.
- 6.2 If the successful bidder is not able to achieve any revenue in the first year of contract, AIESL reserves full right to terminate the Contract and forfeit the EMD.



- 6.3 If the successful bidder fails to achieve minimum assured business target from the second year, the successful bidder will be penalized by 0.5% on the amount equal to shortfall in the Minimum assured revenue as follows:-
Suppose revenue earned in the second year is USD 60,000 against the minimum assured revenue target of USD 100,000, then the penalty will be levied on USD 40,000 (Deficit amount) at the rate of 0.5% i.e. USD 200 only.

7. Price negotiation

Generally, AIESL doesn't carry price negotiations following evaluation of the Price bids. Therefore, bidders are advised to submit their best quotes in response to this tender. AI Engineering Services Ltd. (AIESL) however, reserves the right to carry out negotiations as deemed fit.

8. Inspection:

Inspection of bidders' facilities at the time of evaluation of the Technical Bids:
AIESL reserves the right to inspect at its cost the facility / facilities of the bidders in order to assess their infrastructure and capability for carrying on the contract as indicated in this tender.

9. Exit / Termination:

The Contract may be terminated under the following circumstances:

- 9.1 In the event of non-achievement of assured revenue target, bidder would be given an opportunity of 180 days to come up to the expectations of AIESL and his performance would be monitored. If the bidder is not able to perform in the said time frame, AIESL reserves full right to terminate the Contract.
- 9.2 If there is a change in AIESL's requirement, the Contract shall be terminated with 30 days advance notice.
- 9.3 In the event of breach of any of terms of the contract, AIESL reserves the right to cancel the contract with 30 days' notice and to claim damages, if any, from the selected bidder. AIESL also reserves the right to award the contract to another agency at the cost and risk of the selected bidder.

10. Rejection of Bids (Technical bid & Price bid)

The response to the Technical Bid & Price bid will be rejected forthwith without evaluation of the tender response on the following grounds:

- i) If the Technical bid or the Price bid has been received after due date and time of closing of the tender.
- ii) If only the Technical bid has been received and Price bid has not been received, and vice versa.
- iii) If the Technical bid or the Price bid has been received by fax or email.
- iv) If the Technical bid or the Price bid has been received unsigned.



v) If the Price bid has been received in an open condition in the master envelope containing the Technical bid or if both the Technical bid & Price bid are received in an open condition in a single envelope.

11. Evaluation Criteria:

11.1 Technical Bid Evaluation:

The Technical Bids would be evaluated for their 'Compliance to the Technical Requirement' of the Tender as indicated at **Annexure 3 and Annexure 4**. AI Engineering Services Ltd. 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.

11.2 Price bid Evaluation:

- i. The Price bids of only those bidders who qualify and are short listed after evaluation of their Technical Bids would be opened. The date and time of opening of the Price bids would be intimated in advance to the bidders who have qualified in the Technical Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price bids.
- ii. Price bids should be submitted strictly as per the format given at Annexure 5 only.
- iii. Price bids will be evaluated in USD currency.
- iv. Bidder would be evaluated based on the minimum fees percentage quoted in Annexure 5 - "Price bid".
- vi. Any conditional discounts offered will not be considered

12. Arbitration

Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be 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 Arbitration and Conciliation Act, 1996 of Govt. of India, and the award made in pursuance thereof shall be binding on the parties.

13. Jurisdiction

Any dispute whatsoever shall be subject to the jurisdiction of the High Courts of Mumbai, India only.

Tender Ref: AIESL/Tender/Marketing/2022/01 dated 26 August 2022

Tender for Appointment of Sales and Marketing Consultant/ Agency for MRO services in Oman.



ANNEXURE - 2

SCOPE OF WORK

A. TECHNICAL:

1. To market AIESL's MRO Services in Oman. For AIESL capabilities please refer AIESL website <https://www.aiesl.in/>
2. To visit the Customers to explore the opportunities to undertake MRO Services and shall provide written visit reports on regular basis to AIESL suggesting actions to be taken.
3. To arrange introductions into key personnel within the targeted organizations and set-up meeting venues to discuss and Introduce AIESL Capabilities.
4. To prepare or assist in the preparing presentations about AIESL Services to the Customers;
5. As directed by AIESL, escort and introduce AIESL at all levels within Customers' targeted organizations;
6. Inform AIESL of any difficulties with the Customers and assist AIESL in the resolving such difficulties arising out of the Services furnished by AIESL, (including but not limited to invoice queries);
7. Assist AIESL in obtaining prevailing competitive market rates for providing MRO Services in Oman.
8. Assist AIESL in recovering the dues to AIESL from the customers.

B. REGULATORY REQUIREMENT

1. Currently, AIESL MRO is approved by DGCA, India and in the process of getting PACA approval for undertaking MRO business in Oman.
2. The bidder should assist AIESL in securing necessary approvals with Public Authority of Civil Aviation (PACA), Oman Airports Management Company, Chamber of Commerce and Industries, Ministry of Manpower, Ministry of Foreign Affairs and Ministry of Transport and Communications and any other authorities in Oman.
3. Bidder should assist AIESL in obtaining Airport Entry Pass (AEP) and VISA for AIESL's staff.

C. MISCELLANEOUS REQUIREMENT

1. Bidder should assist AIESL with information on AIESL's branch office registration in Oman if required.
2. Bidder should assist AIESL in hiring of local staff on contract basis (if required).
3. Bidder should assist AIESL in hiring apron vehicle.
4. Bidder should facilitate to secure accommodation for AIESL's staff.
5. Bidder should inform AIESL of any miscellaneous costs associated with initial set-up required for the services secured by the bidder.

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Annexure -3

TECHNICAL BID

The bidder must fulfill all the technical requirements of this Technical Bid in order to qualify. The bidders should confirm as "Yes" to each of the requirements stated in the table below --

The bidder, who does not fulfill even one of the eligibility criteria listed below, shall be rejected. You are required to attach required documents in support of respective criteria.

SN	Technical Requirements	Mandatory Compliance
1.	The bidder must be a registered company in Oman. (Attach documentary proof).	
2.	The bidder should have minimum three years of experience in securing high value aircraft engineering Services contracts (Attach documentary proof to establish the bidder's business deals (copy of contracts, LOI, Work-order or similar document) with Civil/ Defence Aviation organizations in Oman)	
3.	The bidder should work on an exclusive basis towards AIESL for assisting AIESL for the promotion of AIESL's services. The bidder should not promote/market the services of other MROs' which are similar to AIESL's services.	
4.	The bidder should be familiar with FAA / EASA/ PACA/ DGCA certifications and any other regulatory requirements in respective/designated territory.	
5.	The bidder should undertake to cover financial defaults arising in performing this assignment in the territory of Oman.	
6.	The bidder should have average turnover of USD 300,000 per annum (or Equivalent Local Currency) in FY 2019-20 and FY 2020-21. Please submit Audited P&L Statement of FY 2019-20 and FY 2020-21.	
7.	The bidder should have adequate number & experienced staff for marketing MRO services of AIESL in MRO.	
8.	The bidder must assure minimum business of USD 100,000 per annum to AIESL.	
9.	The bidder should have required office infrastructure including telephone, internet, mobile, stationery as per requirement.	

Signature of the bidder:

Name:

Designation:

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10.	The bidder should facilitate in setting up AIESL's facility in Oman if required.	
11.	The bidder should not have any kind of legal dispute or arbitration with AIAHL and its subsidiaries or with any other companies.	
12.	Please confirm submission of EMD (Earnest Money Deposit) amount USD 5000 (USD Five Thousand only) in favour of AI Engineering Services Ltd. (AIESL).	

Signature of the bidder:

Name:

Designation:

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ANNEXURE –4

To be printed on bidder's company letter-head

UNDERTAKING CERTIFICATE

To
Executive Director-Engineering
Engineering Hqrs, 4th Floor,
Old Airport, Kalina, Santacruz East,
Mumbai 400 029

Sir,

It is certified that we have studied and understood the terms and conditions of this tender as detailed in Annexure-1 and scope of work specified in the Annexure-2 of this tender for appointment of Sales and Marketing Consultant/ Agency for MRO services in Oman and agree to abide by the same unconditionally.

Signature of the bidder:.....

Name:.....

Designation:.....

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To be printed on bidder's company letter-head

ANNEXURE- 5

PRICE BID

Price Bid of only those bidders shall be considered who qualified in technical bid. The bidder who quotes minimum percentage of fees in the bid (L1) would be selected.

Requirement	Fees in percentage of Labor Revenue
Minimum assured Labor Revenue of USD 1,00,000 per annum % (in Figures and words)

Bidders are required to note the following while quoting --

1. The above quoted Percentage of Fees shall be fixed for the tenure of the contract.
2. The selected bidder will have a leverage period of initial 180 days from the date of signing of the contract against this tender for establishing / securing business from the Customers in Oman.
4. The applicable fees will be paid quarterly basis upon realization of payments from Customers against invoices raised by AIESL.
5. The above quoted percentage includes the costs associated with provisioning of all services described in Scope of Work in Annexure-2 of this tender document.
6. The above fees will be inclusive of all applicable taxes / duties in Oman.
7. All taxes / duties applicable in India on the fees will be borne by AIESL.

Signature of the bidder:

Name:

Designation:

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CERTIFICATION

Certified that:

1. There are no hidden costs to AIESL over and above the prices quoted above.
2. We agree to hold the quoted offer firm till completion of Contract.
3. We have read, understood, and agree to comply with the terms & conditions of the tender

Signature of the bidder:

Name:

Designation:

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To be printed on bidder's company letter-head

ANNEXURE - 6

AUTHORIZATION LETTER FOR ATTENDING BID OPENING

To,

Executive Director-Engineering
Engineering Hqrs, 4th Floor,
Old Airport, Kalina, Santacruz East,
Mumbai 400 029

Dear Sir,

Sub: Authorization for attending opening of TECHNICAL / PRICE BID

On Tender Date:
Opening Date:

Closing Date:
Time:

The following person(s) is/are hereby authorized to attend Technical/ Price bid opening of subject tender.

S.No.	Name	E-Mail	Contact No	Signature

Signature:

Authorized Signatory's Name:.....

Company Name:

NOTE:

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