

Tender No. AIESL/PPMM/DEL/RFQ/23-24/GHE/23067

Date: 11-09-2023

Office Address:
Deputy General Manager -Engineering,
Production Planning & Material Management,
A320 Avionics Complex,
AI Engineering Services Limited,
IGIA Terminal-II,
New Delhi 110037
India.
Tele: +91-11-25653263 (Direct)
E mail- aieslpurchase.nr@aiesl.in

Tender No.: AIESL/PPMM/DEL/RFQ/23-24/GHE/23067
Date: 11TH September 2023

Tender for invitation of Proposal for leasing support of GHEs for Airbus A320 Family Aircraft
(319/A320/A321) at Air force station, Hindan

Name & Address of the Bidder

M/s.....
.....
.....

Phone: _____

E mail: _____

AI Engineering Services Limited,
GST # 07AAFCA9618L2Z9
PAN # AAFC9618L

Tender No. AIESL/PPMM/DEL/RFQ/23-24/GHE/23067

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**General Manager -Engineering
AI Engineering Services Limited**

Tender No. AIESL/PPMM/DEL/RFQ/23-24/GHE/23067
Section-I Notice Inviting Tender

Date: 11-09-2023

Tender No	AIESL/PPMM/DEL/RFQ/23-24/GHE/23067
Title	Tender for invitation of Proposal for Leasing support of GHEs for Airbus A320 Family Aircraft (319/A320/A321) At Air force station, Hindan.
Tender Issuer	AI Engineering Services Limited (AIESL)
Tender Document Uploading Date	11 TH September 2023
Last Date of Submission of Bids	3 RD October 2023 till 1100 Hrs
Pre-Bid Meeting	19 TH September 2023 (online link will available later)
Place Of Submission, Pre-Bid Meeting & Opening of Bids	Office Of Dy. G.M. (E-PPMM), AI Engineering Services Limited, A320 New Avionics Complex, Delhi, 110037.
Date Of Technical Bid Opening	3 RD October 2023 at 1130Hrs
Date Of Price Bid Opening	Will be informed to technically qualified bidders.

For any queries you may contact on below mentioned email or Phone number

Email -aieslpurchase.nr@aiesl.in

Telephone: +91-11-25653263 (Direct)

(General Manager-Engineering)
AI Engineering Services Limited

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Section- II

Disclaimer

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

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Section-III Introduction

Date: 11-09-2023

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 aircraft (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

- 1) To provide best in class and timely quality services to the customers by maintaining highest standards of regulatory and safety compliance.
- 2) Maintaining all aircraft of the captive workload of the feet of Reputed Airlines in a continuous state of airworthiness by the system of preventive and corrective maintenance to secure a high level of safety.
- 3) Provide a "One Stop" solution to the customer.
- 4) Faster Turnaround Time.
- 5) To capture maximum Third-Party work from in and around India
- 6) Aggressive Marketing policy for more and more third-party work.
- 7) Continuous monitoring of Quality through quality audit etc.
- 8) Constant endeavour to upgrade the services, delivering highest customer satisfaction in terms of Quality, Service and Cost effective and ensuring long term strategic relationship.
- 9) All-out effort to be the world class MRO without compromising the quality standard.
- 10) Updating and enhancing the capability through training of the personnel and equipment of latest technology.
- 11) Multiskilling of the personnel through cross training to enhance the productivity.
- 12) Optimizing operational cost

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Section-IV Preamble and Abbreviations

Date: 11-09-2023

4.1 Preamble

AIESL is interested in selection of reputed service provider for providing Leasing support of GHEs for Airbus A320 Family Aircraft (319/A320/A321).

4.2 Abbreviations

1	AMC	Annual Maintenance Contract
2	AIESL	AI Engineering Services Limited
3	BG	Bank Guarantee
4	GHE	Ground Handling Equipment
5	CA	Competent Authority
6	ECS	Electronic Clearing System
7	EMD	Earnest Money deposit
8	EUR	Euro
9	EOI	Expression of Interest
10	FM	Force Majeure
11	FAA	Federal Aviation Administration
12	GTC	General Terms & Conditions
13	INR	Indian Rupees
14	IP	Integrity pact
15	MSME	Micro, Small and Medium Enterprises
16	NEFT	National Electronic Fund Transfer
17	NIT	Notice Inviting Tender
18	NSIC	National Small Industries Corporation
19	OEM	Original Equipment Manufacturer
20	PAC	Proprietary Article Certificate
21	PBG	Performance Bank Guarantee
22	PO	Purchase Order
23	PQC	Prequalification Criteria
24	PR	Purchase Requisition
25	PVC	Price Variation Clause
26	QAC	Quality Assurance Certificate
27	RA	Reverse Auction
28	RC	Rate Contract
29	RFx	Request for Quote/Information
30	RTGS	Real Time Gross Settlement
31	SD	Security Deposits
32	AD	Airworthiness Directive
33	ADF	Acceptable deferred Defect
34	AMC	Annual Maintenance Contract
35	AMM	Aircraft Maintenance Manual
36	AMP	Aircraft maintenance Program
37	USD	United States Dollar
38	EASA	European Aviation safety agency

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39	MLP	Manufacturer List Price
40	AOG	Aircraft on Ground
41	IAF	Indian Air force

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Section-V Instruction to Bidder

Date: 11-09-2023

5.1 General Instructions

The bid shall be furnished in two-part bidding basis i.e., Technical-bid and Financial Bid. The complete tender can be downloaded from AIESL's website. www.aiesl.in

5.2 Instructions for bid submission:

General Manager-Engineering invites Manual/Hard copy bids under Two Bid System (Technical Bid & Financial Bid) for seeking of Leasing support of GHEs for Airbus A320 Family Aircraft (319/A320/A321) at Air force station, Hindan in complete accordance with this tender document for a period **one year and further extendable by one year** with same terms & conditions after mutually agreed by both parties.

Envelope 1 – Technical Bid

The Technical Bids need to be submitted as per the Technical Bid Format of this tender in a separate sealed envelope super scribing the Tender no....., Envelope 1-Technical Bid, Date of Submission, Bidder's name and address (in bold letters) addressed to Deputy-GM-Eng. PPMM, Avionics Complex, IGIA T-2, and New Delhi-110037.

Envelope 1-Technical Bid must contain following:

- 1) Complete Tender Documents related to Pre-Qualification, tender documents duly signed, Technical Bid, Bid Security, Format of acceptance, all duly filled forms and annexures as per tender.
- 2) The required documents like PAN card copy, Copy of GSTN registration, Company Registration certificate, valid certificate of registration for MSME units (if applicable), any other requisite documents of the manufacturer required for compliance of bid are to be attached while submitting your bid.
- 3) Bidders are required to make sure for having attached the required documents, failing to which bid may be rejected.

Envelope 2 – Financial Bid

The Financial Bid need to be submitted as per Financial Bid Format of this tender in a separate sealed envelope super scribing the Tender no....., Envelope 2- Financial Bid, Date of Submission, Bidder's name and address (in bold letters) addressed to Deputy-GM-Eng. PPMM, Avionics Complex, IGIA T-2, New Delhi-110037.

Envelope 2-Financial Bid must contain following:

- 1) Financial Bid and all required financial documents as per Section-XII format.

Envelope 3 – Master Envelope (for Envelop 1 and Envelop 2):

Both the Envelops 1 & 2 should further be put in a Master envelope, sealed and super scribed –

"Tender for invitation of proposal for Leasing support of GHEs for Airbus A320 Family Aircraft (319/A320/A321) at Air force station, Hindan" along with Tender name. Bidder name, mailing address, contact no and E-mail-id should be mentioned on the Master Envelope i.e., Envelop-3.

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Section-VI Scope of Work

Date: 11-09-2023

AIESL intends to get the Leasing support of GHEs from potential bidders for Airbus A320 Family Aircraft (319/A320/A321) at Air force station, Hindan as per list detailed in Section-X.

Note:-

- 1) GHEs are required for ground support to operate A320 Family Aircraft (319/A320/A321) / CFM 56-5B Engine at Indian Air force station, Hindan.
- 2) GHEs must be compatible with Airbus A321 Aircraft (with CFM 56-5B Engine).
- 3) Leased GHEs are required with qualified and experienced Operator having relevant experience on these GHEs.
- 4) Bidder to provide one supervisor level manpower that will remain stationed at AFS, Hindan along with operator during the contract period. Supervisor shall monitor the daily activity of GHEs and shall report status to AIESL/IAF on day-to-day basis.
- 5) Bidder's manpower (Operators and other staff) should have valid current police verification certificate, Aadhar card for Hindan entry pass.
- 6) GHEs induction into the service at Indian Air force station Hindan shall be based on successfully and satisfactorily clearance of IAF/AIESL joint inspection.
- 7) Fuel Bowser should have
 - a) Fuel capacity of minimum 1500 Litres or more.
 - b) Fuel Flow / Fuel Qty meter for measuring of fuel being utilized from Bowser on GHE
 - c) Pump for taking the fuel out from Bowser.
 - d) Towing capability.

Bidder Responsibility: -

- 1) Bidder shall be required to position GHEs at Indian Air force Station, Hindan, Ghaziabad, Uttar Pradesh, India on Door-to-Door basis.
- 2) Bidder shall ensure that GHEs are in serviceable condition and must comply OEM's serviceability requirement during its utilization on aircraft.
- 3) Bidder shall ensure that each GHE is having valid Calibration certificate, Load testing certificate, Service done & due records where ever it is applicable.
- 4) Bidder shall ensure GHE operators are having "fit to drive" and "authorised training" certificate.
- 5) Bidder shall be responsible for maintenance and service of GHEs as and when required at its own expense.
- 6) Spares, expendables, consumables cost required in servicing and maintenance of GHEs shall be borne by Bidder.
- 7) Bidder to ensure that their staff shall follow IAF's duty timings at Indian Air force station, Hindan. These timings may get extended or changed as and when required for IAF Aircraft operation.
- 8) GHEs with Operator shall be available for IAF Aircraft operation as 24*7 (24 Hours on each 07 days).
- 9) In case of breakdown, GHE must get serviced or available for usage on aircraft within maximum three days or else alternate GHE to be made available by Bidder. If total duration of such breakdowns exceeds 15 days in one year for each GHE then
 - a) No payment shall be made by AIESL for duration of over and above 15 days.
 - b) Penalty of Rs 500 per day per GHE shall be imposed.
- 10) Registration, Insurance and fitness of GHEs shall be the sole responsibility of Bidder.

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Section-VII Eligibility Criteria and Bid evaluation

7.1 Eligibility Criteria

The invitation for bids is open to all entities registered in India who fulfil eligibility criteria as specified below. Bidder is required to fill Pre-Qualification Bid format given in Section-XII.

- 1) Bidders declared ineligible by AIESL to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- 2) Bidders, whose Bid security was forfeited by AIESL on serious/grave grounds i.e., submission of false/forged/tampered/fabricated/manipulated documents / information on any occasion during last five years from the date of issue of RFP, shall not be qualified.
- 3) Breach of general or specific instructions for bidding, general and special conditions of contract with AIESL during the past 5 years may make a firm ineligible to participate in the bidding process.

After short listing of bidder based on eligibility criterion, pre-qualification format, the technical bid shall be evaluated.

In case of no response by the Bidder to any of the requirements regarding the contents of the pre-qualification criteria, its bid shall be considered nonresponsive.

7.2 Pre-Qualification Bid format

- 1) The Bidders must meet all eligibility criteria as listed in this tender. Bidder who is failing to comply, its bid will be rejected.
- 2) The Bidders are required to write "YES / NO" in the 'Compliance' .If the response to all the clauses is 'YES' and if any of the functionalities is not found in the Technical Bid, the bid is liable to be rejected.
- 3) AIESL reserves the right to independently verify the veracity of certificates/ undertakings submitted or client details/references provided, during Pre-qualification bid evaluation and technical bid evaluation process. If the information provided in the Pre-qualification bid is found incorrect later, the bid is liable to be rejected.
- 4) No variance to the Pre-qualification criterion will be accepted.

S/N	Criteria	Documentary proof to be submitted	Compliance (Yes/No)
1	The Bidder should be a company registered in India. The Bidder should be operational for at least last three financial years as of 31 st March 2023 as evidenced by the Certificate of Incorporation and /or Certificate of Commencement of Business issued by the Registrar of Companies, India.	Certificate of Incorporation issued by the Registrar of Companies of India.	
2	The Bidder should not have been blacklisted by AIESL or by any state/central Government institution or any Public Sector unit.	Undertaking by Bidder	
3	The Bidder should have an annual turnover of Rs. 75 Lakhs or more during each financial year (as given below) 1) FY 2019-2020 2) FY 2020-2021 3) FY 2021-2022	1) Copy of Financial statement i.e Balance Sheet, Profit & Loss. 2) Copy of ITR & Computation. 3) Turnover Certificate by Chartered Accountant (C.A)	

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4	Bidder should be in the Aviation business and supporting reputed National/International Airlines at least for the last three years.	Copy of supporting document	
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7.3 Technical Evaluation Criteria

- 1) The Technical Bids would be evaluated for those Bidders who qualify eligibility and Pre-Qualification criteria.
- 2) 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.
- 3) 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.
- 4) The Bidders who qualify as per the Technical Bid evaluation criteria as mentioned in Technical Bid evaluation Form and other requirements of the Tender would be considered for next stage of Tender process.
- 5) Bidder is required to fill and submit the Technical Bid as given in Technical Bid format in Section-XII

7.4 Financial Evaluation Criteria

- 1) The Financial Bid of only those Bidders, who qualify Technical Evaluation Criteria in Technical Bid and comply with the other Tender requirements, shall be considered for financial bid evaluation.
- 2) Bidder is required to fill and submit the Financial Bid as given in Financial Bid format in Section-XII.

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Section-VIII General Conditions

8.1 General terms of Tender

- 1) Bidders must submit the Pre-Qualification, Technical and Commercial bid in two-part bidding process i.e., Technical-bid and Financial Bid through manual or hard copies. The complete tender can be downloaded from AIESL's official website <https://aiesl.in>
- 2) Bids received through fax and / or e-mail/ or in person shall not be considered.
- 3) Tenders received after due date / time shall not be considered.
- 4) 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) 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.
- 6) The rates quoted in the Financial 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.
- 7) The financial bids should be submitted in currency of INR only.
- 8) Conditional discounts / credits, if any, shall not be given any consideration in the evaluation.
- 9) 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.
- 10) The Bids should be valid for acceptance by AIESL for a minimum period of 90 days from the date of closing of the tender.
- 11) All information related to the price quoted by the bidder should be given only in the financial 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.
- 12) 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:
 - a) 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.
 - b) The Successful Bidder must commence the Services within 14 days after execution of the Contract/Acceptance of LOI.
 - c) 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.
- 13) Financial bid, of only those bidders who qualify based on evaluation of their Pre-qualification and Technical bids, would be opened and accordingly such bidders would be intimated.
- 14) 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.
- 15) The Agreement would be signed between AIESL, and the Successful 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.
- 16) AIESL reserves the right of not awarding any contract to any of the Bidders.

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- 17) 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 in the event that a decision is taken during the process of evaluation of the bids to make visits to client sites.
- 18) Determination of whether the bid complies with the tender requirements or not will be at the sole discretion of AIESL.
- 19) It will be the responsibility of the bidder to comply and pay all taxes/ levies/ duties in the country of origin, as applicable for the entire contract.
- 20) The Financial Bid 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.
- 21) AIESL reserves the right to carryout negotiations with the bidder who has been evaluated by AIESL as having offered the overall lowest bid in response to the tender.
- 22) Whenever under this contract, any sum of money is recoverable from the service provider. AIESL shall be entitled to recover such sum by appropriating in part or full from the unpaid bills and then if need be, from Security Deposit, deposited by Service Provider. In the event of said security deposit being insufficient, the balance or the total amount recoverable, as the case may be, shall be deducted from any sum due to the service provider, under this, or any other contract between the service provider and AIESL. If this amount be insufficient to cover the said full amount recoverable, the service provider shall pay to AIESL the balance amount, if any, within 30 days of demand by AIESL.

8.2 Payment Term

- 1) The payment terms shall be 30 (Thirty) days from the first day of submission of Bill(s)/ Invoice(s) for certification thereof by the User Department of AIESL.
- 2) No Advance payment shall be made by AIESL.
- 3) Payment of the undisputed amounts shall be made through ECS (Electronic Clearance Service) mode.
- 4) The payment shall be made after deduction of all applicable taxes including Tax Deducted at Source (TDS)
- 5) In case the AIESL is not able to claim input GST credit on account of any fault, omission or noncompliance by the Bidder/Service Provider, the Bidder/Service Provider shall take prompt corrective action to ensure that the AIESL is able to claim input GST credit. Till such corrective action is taken, the AIESL reserves the right to withhold the payments to the extent of GST credit. However, if the AIESL is not able to claim input GST (In spite of the corrective actions taken by the vendor), then the AIESL shall reserve the right to permanently withhold payment to the extent of GST and additionally interest @18% or any other rate prescribed under the GST laws subject to all undisputed outstanding invoices are cleared.

8.3 Pre-Bid Meeting

- 1) The purpose of the Pre-Bid meeting shall be to clarify the issues and to answer questions received from or any matter that shall be raised by the prospective Bidders. The Bidders are advised to send their queries at least two days prior to the date of the Pre-Bid meeting. The queries may be addressed to PPMM Department at **Email - aieslpurchase.nr@aiesl.in**
- 2) Pre-Bid Meeting can take place either offline or online.
- 3) Text of the questions raised, and the responses given, together with any responses prepared after the Pre-Bid meeting, shall be transmitted without delay (without identifying the sources of the question) to all participants of the Pre-Bid meeting. Any modifications or alteration to the Bidding documents listed in Tender that shall become necessary as a result of the Pre-Bid meeting, shall be made by AIESL exclusively through the issue of an Addendum / Corrigendum separately. No separate press advertisement will be given for the same.

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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.

- 4) Non-attendance of the Pre-Bid meeting shall not be a cause for disqualification of a Bidder.
- 5) Interested Bidders who desire to attend the Pre-Bid meeting shall communicate two days 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 at E mail - aieslpurchase.nr@aiesl.in
- 6) Maximum of 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.
- 7) Inputs/suggestions/queries submitted by the Bidders as part of the Pre-Bid meeting and otherwise will be given due consideration by AIESL. However, AIESL is not mandated to accept any submission made by the Bidder and the final decision will rest with AIESL.

8.4 Modification of Bids

- 1) The Bidder(s) can modify or withdraw their Bid(s) after the Bid submission but prior to the Due Date/Time for submission of the Bid.
- 2) Last modification by the Bidder shall be final.
- 3) No Bid shall be modified after the Due Date/Time for submission of Bids.

8.5 Earnest Money Deposit:

- 1) An Earnest Money Deposit (EMD) of INR 2,00,000 must be submitted along with the Technical bid either in the form of Bank Draft / Banker's cheque in favour of "AI Engineering Services Limited," and payable at New Delhi, or by wire transfer remittance to the AIESL account. No other mode of payment will be accepted.
- 2) In the case of EMD remitted through wire transfer, proof of wire transfer should be submitted along with the Technical bid.
- 3) EMD will not carry any interest.

Following Bank account of AIESL shall be used for Earnest Money Deposit (wire transfer) in INR only

Beneficiary Name	AIR INDIA ENGINEERING SERVICES LIMITED
Bank Name	HDFC Bank
Beneficiary Account	00600310007523
IFSC Code	HDFC0000060

- 4) Tenders received without the EMD, or proof of remittance (in the case of wire transfer), shall be rejected.
- 5) In case a Tenderer withdraws his bid during the process of evaluation of tender, or fails or refuses to accept the contract if awarded in his favour, the Earnest Money Deposit will be forfeited.
- 6) EMD of the Tenderers, who do not qualify in the 'Technical Bid', will be refunded to them within two months of the award of contract.
- 7) EMD of the Tenderers, who do not qualify in the 'Technical Bid', will be refunded to them within two months of the award of contract.

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- 8) EMD in respect of the successful Tenderer will be adjusted against Security Deposit / Performance Bank Guarantee.
- 9) EMD in respect of tenderers, who have been unsuccessful in the evaluation of the financial bids, would be refunded within two months of award of the contract.

8.6 Exemption / Preference to MSME units:

- 1) As per Public Procurement Policy for Micro and Small Enterprises (MSMEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.12 by Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSMEs must be registered with any of the following to avail the benefits / preference available vide Public Procurement Policy MSMEs Order, 2012
 - a) District Industries Centres (DIC)
 - b) Khadi and Village Industries Commission (KVIC)
 - c) Khadi and Village Industries Board
 - d) Coir Board
 - e) National Small Industries Corporation (NSIC)
 - f) Directorate of Handicraft and Handloom
 - g) Any other body specified by Ministry of MSME.
 - h) Udyog Aadhaar
- 2) MSMEs should be registered for the required services of tender document (vide Work Scope) in order to claim the exemption/preference.
- 3) MSMEs 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.
- 4) The MSMEs registered with District Industries Centres must submit the Acknowledgement of Entrepreneur Memorandum (EM) Part-II along with their bid. The MSMEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
- 5) The Micro and Small Enterprises not registered for the trade/item for which this tender is relevant, would not be eligible for exemption / preference.
- 6) 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.
- 7) The MSMEs, 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.
- 8) Exemption from submission of EMD – The MSMEs registered with above mentioned agencies/bodies are exempted from payment of EMD. However, MSMEs shall be required to submit Bid Security Declaration form as and when needed.
- 9) The Successful Bidder (MSME/Non MSME) will be required to submit the Security Deposit as applicable on the Contract value. However, in case of MSME Bidders, the Security Deposit/Bank Guarantee can be submitted on yearly basis renewable every year.
- 10) Price Preference- The MSMEs 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 MSME and such MSME shall be allowed to supply up to 20 % (twenty per cent) of total Tendered value/service. In case of more than one such MSMEs are in the price band of L-1 + 15% and matches the L-1 Price, the 20% value shall be shared proportionately.

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11) An MSME unit will not get any purchase preference over another MSME unit.

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

8.7 Security Deposit / Performance Bank Guarantee

- 1) 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. MSME units will also be required to submit the SD / PBG as per terms of the contract.
- 2) 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

8.8 Exchange Rate for Currency

IATA exchange rate prevalent on the day of opening of Financial bid would be taken as the valid exchange rate.

8.9 Fall in price clause

The successful bidder should pass on any benefits arising due to lower taxation or change in input/raw material cost by virtue of some exemption by government or for any reasons during the contract/order.

8.10 Force Majeure Event

- 1) Neither the Service Provider nor AIESL (collectively "Parties" and individually "Party") shall be in breach of any obligation under the Contract if it is unable to perform that obligation in whole or part by reason of occurrence of Force Majeure Event.
- 2) Force Majeure Event means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity, but not including seasonal rains) or events such as a war, strike, riots. The affected Party shall give immediate notice in writing of occurrence of a Force Majeure Event as soon as it occurs (in any case not later than 5 days of information about the occurrence of such an event becoming known to such Party) and shall thereafter keep the other Party informed of the continuation or termination of such event as soon as possible (and in any event within three (3) days of the continuation or termination of such event).
- 3) Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall use its best reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force Majeure and shall reasonably allocate its available resources, giving priority to its obligations under the Contract.
- 4) The Party so affected shall take all reasonable steps to remedy the failure and reasonably allocate its available resources, giving priority to perform its obligations under the Contract and to keep the other Party informed of the steps being taken to mitigate the effects of an event of force majeure.
- 5) If the performance in whole or in part or any obligation under the Contract is prevented or delayed by any reason of subsistence of a Force Majeure Event for a period exceeding 90 (Ninety) days, either Party may at its option terminate the Contract without any financial repercussion on either side.
- 6) Notwithstanding the punitive provisions contained in the Contract for delay or breach of Contract, the Service Provider would not be liable for imposition of any such damages so long as the delay and/or failure of the Service Provider in fulfilling its obligations under the Contract solely attributable to the occurrence of a Force Majeure Event.

8.11 Resolution of Disputes and Arbitration

- 1) Any dispute arising between the Service Provider and AIESL(Party/Parties), in respect of the

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construction, interpretation, application, meaning, scope, operation or effect of the Contract or the validity or breach thereof (the "Dispute"), shall first be settled by mutual consultation between the authorized representatives of the Parties. If the Dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has, the same shall be settled and finally resolved by arbitration.

- 2) Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one (1) arbitrator each and the two (2) such appointed arbitrators shall in turn appoint the third (3rd) arbitrator as the presiding arbitrator.
- 3) The arbitration award passed under the arbitration shall be final and binding on the Parties.
- 4) The proceedings of the Arbitration shall be conducted in English language.
- 5) Each Party shall bear their own cost with respect to such arbitration.

8.12 Subcontracting

- 1) The essence of the Tender is that there will be no subcontracting or delegation or outsourcing of any of Services to any third party without prior written approval of AIESL. To reiterate, if any sub-contracting is proposed by the Successful Bidder, such appointment / engagement of the sub-contractor shall be at the sole discretion of AIESL. Furthermore, the successful Bidder shall be responsible for all acts/omissions of such sub-contractor.
- 2) In event, the Contract is sub-contracted or assigned in violation of terms specified hereunder or the Contract, AIESL reserves the right to terminate the Contract and/ or take appropriate action against the Successful Bidder/ claim damages/ any other remedies for breach of the Tender/ Contract.

8.13 Recovery of Sums Due

- 1) Whenever under the Contract any sum of money is recoverable from Bidder, AIESL shall be entitled to recover such sum from the monthly bills. If the value of monthly bills is not sufficient to recover the dues recoverable under the contract, the same will be recovered by invoking bank guarantee / security deposit held by AIESL. In the event of the said security deposit /Bank Guarantee being insufficient, the balance of total amount recoverable shall be deducted from any sum due to Bidder under this or any other contract with AIESL.
- 2) Should this amount be insufficient to cover the said full amount recoverable, Bidder shall pay to AIESL on demand the balance amount within 14 days of the demand along with the interest as per applicable SBI lending rate from the due date specified in the demand notice.
- 3) If any amount due to AIESL is so set off against the said security deposit, the Service Provider shall have to make good, the said amount immediately but not later than 14 (fourteen) calendar days, to restore the Security Deposit to its original value. Non-restoration of such Security Deposit will be treated as event of default, leading to right of AIESL to take appropriate remedial action, including termination.
- 4) In addition to the above, AIESL reserves the right to deduct from the Successful Bidder's invoice, amounts attributable to loss or damage caused to AIESL employees / cargo / equipment / machinery / building or any other property of AIESL or any damage caused to any third party by negligence or due to reasons attributable to the Successful Bidder including its employees.

8.14 Intellectual Property

- 1) The Successful Bidder warrants that in providing the Services under the Contract, it shall not infringe the intellectual property including without limitation trademark, copyright design, right patent or etc. of AIESL and / or of any third party and agrees to defend, hold harmless and indemnify AIESL against any losses, damages, claims, costs, expenses etc. suffered by AIESL arising from any such infringement of any intellectual property.
- 2) The intellectual property produced by the Successful Bidder during or in relation to the Services under the Contract shall belong to AIESL absolutely.

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- 3) AIESL reserves the right for injunctive relief to prevent the breach of any it's or third parties' intellectual property rights.
- 4) If the use of the Services is preliminarily or permanently enjoined because of a finding of infringement or the likelihood of infringement of the Successful Bidder's intellectual property, the Successful Bidder shall, at its sole cost and expense, and at its option:
 - i) procure for AIESL the right to continue using the Services; or
 - ii) modify the Services so that it becomes non-infringing; or
 - iii) Refund to AIESL the money paid by AIESL for the enjoined part or parts of the Services.

8.15 Assignment

During the Term of the Contract, the Successful Bidder shall not assign any of its rights or duties under the Contract without prior written consent of AIESL. Any assignment or transfer in violation of this Clause shall result in termination by AIESL with damages to the Successful Bidder.

8.16 Non-Waiver

Failure of AIESL to enforce any of the terms & conditions incorporated in the Tender / Contract, or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify the Successful Bidder in the event of breach, or the acceptance of or payment of any Services hereunder shall not release the Successful Bidder and shall not be deemed a waiver of any right of AIESL to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such Services regardless of when such Services have been delivered nor shall any purported verbal modification or revision of the order by AIESL act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of any condition of the Tender and Contract by AIESL shall not be considered as a continuous waiver or waiver for other condition by AIESL.

Section-IX Special Conditions

9.1 Definitions

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

- 1) The term "AIESL" shall mean AI Engineering Services Limited.
- 2) The term "Bidder" shall mean the entity who has submitted the Bid for this Tender through its authorized signatory.
- 3) The term "Contract" shall mean the agreement entered into between AIESL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- 4) The term "Days" shall mean the working days of AIESL.
- 5) The term "Services" shall mean the services to be provided by the Successful Bidder as mentioned in the Tender.
- 6) The term "Successful Bidder" or the "Service Provider" (herein after referred to as SP) shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- 7) The term "L-1" means Bidder with lowest quote, and "L-2" means Bidder with the second lowest quote.

9.2 General Scope of Work

The scope of this contract is provided in detail in clauses of Section VI of this Tender document.

- 1) AIESL reserves the right to inspect the facility / premises of the Bidder and / or Successful Bidder from where the Services will be provided, at any point of time before / after awarding the Tender.
- 2) In the event any discrepancy noticed by AIESL or its authorized personnel or representative in the said facility / premise, AIESL or its authorized personnel or representative shall bring the same to the notice of the Successful bidder and the Successful Bidder shall rectify the same in accordance with the terms of the Contract and Tender, at no extra cost to AIESL and within a reasonable period from the date of the same being brought to the notice of the Bidder /Successful Bidder.

9.3 Liquidated Damages

- 1) Delay in Delivery or fulfilling of Contract obligations as per Work Scope.
- 2) The bidder shall be liable to pay liquidated damages to AIESL @ 0.5 % (half percent) of the contract value per week of delay or part thereof, subject to a maximum of 10% of the contract value for delay in services for reasons solely attributable to the bidder.
- 3) The amount will be deducted / invoked from the Security Deposit / Performance Bank Guarantee / pending invoices (if any). If the delay exceeds 60 days from the scheduled date of delivery/ Installation/ Commissioning, AIESL reserves the right to cancel the entire contract.

9.4 Confidentiality

- 1) The Bidder / Successful Bidder shall always keep confidential, all information acquired in consequence of this Tender, including (without limitation) the any / all data concerning the technology, software & programs, technical processes, business processes, procedures, personal data, business affairs, AIESL customer/ passenger details, financial affairs of AIESL (hereinafter referred to as "Confidential Information"). Confidential information shall also include information that is designated as 'confidential' or which by its nature is clearly confidential.

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- 2) The Bidder / Successful Bidder shall not disclose the Confidential Information to any other third party without the prior written consent of AIESL unless such disclosure is (a) required by law, decree, order or directive of a competent judicial / administrative / legislative authority (b) such Confidential Information is or becomes generally available to the public through no breach of such Bidder / Successful Bidder (c) was in the Bidder / Successful Bidder's possession prior to the time of receipt of it by such Bidder / Successful Bidder (d) Is developed independently by the Bidder / Successful Bidder or (e) is rightfully obtained by third party without breach of this Clause.
- 3) As such, the Bidder / Successful Bidder agrees to keep such Confidential Information as strictly confidential and shall disclose the same to their employees / professional advisers only on a 'need to know' basis.
- 4) The Bidder / Successful Bidder agree that any such information received by it shall be (1) protected and kept in strict confidence, using the same degree of care and safeguards as it uses to protect its own information of like importance, but in any case, no less than a reasonable degree of care (2) not to use Confidential Information for any purpose other than to carry out its respective obligations under this Tender.
- 5) It is understood by the Bidder / Successful Bidder that the breach of provisions of this Clause or the provisions of confidentiality agreed by the parties under the Contract shall cause irreparable harm and injury to AIESL for which monetary compensation may not be adequate. Therefore, in addition to the damages, AIESL shall be entitled to injunctive or other equitable relief against such Bidder / Successful Bidder or any other remedy under law or at equity.
- 6) The Bidder/ Successful Bidder shall execute a separate Non-Disclosure Agreement with AIESL on non-judicial stamp paper of requisite value. In addition to the content hereunder, all global laws related to privacy and confidentiality will have to be maintained.
- 7) The Successful Bidder shall be committed to respect privacy and to ensure lawful processing of personal data. The Successful Bidder shall be responsible, as a sole data controller, for its own processing of personal data pursuant to and / or in connection with the Contract.

9.5 Indemnification

- 1) The Service Provider shall indemnify AIESL against all liability arising out of any claim, penalty, loss damages or costs actually paid, suffered, or incurred by AIESL pursuant to any injury or death to any person or by reasons of any damage to any property (including but not limited to the Aircrafts) belonging to AIESL caused by the Service Provider's personnel deployed for the Services. In case, any such amount is not deposited / paid to AIESL, the same shall be deducted from Security Deposit / 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 labour laws governing the employees of the Successful Bidder.

Tender No. AIESL/PPMM/DEL/RFQ/23-24/GHE/23067
Section-X List of Ground Handling Equipment (GHE)

Date: 11-09-2023

S/N	Description	Total Qty.
1	Aircraft Towing Tractor	1
2	Air Conditioner	1
3	Air Starter	1
4	Ground Power Unit (GPU)	1
5	Tow Tug	1
6	Fuel Bowser	1

Note :- All above GHEs must be A321 Aircraft capable.

Tender No. AIESL/PPMM/DEL/RFQ/23-24/GHE/23067
Section-XI Service level

Date: 11-09-2023

The items covered in this tender shall be provided with following Service levels.

Category	Description	Service level	Delivery Period
Replenishment/Repair/Service	Breakdown management of GHE	99%	Repair within 03 days after reporting of breakdown of GHE.

Tender No. AIESL/PPMM/DEL/RFQ/23-24/GHE/23067
Section-XII Forms and Format

Date: 11-09-2023

Form-1 - Acceptance of Terms and Conditions (To be given on company Letter head)

I/We hereby submit my/our bid.

- 1) I/We have thoroughly read and understood the terms and conditions of bid invitations and agree to duly abide by the same.
- 2) In the event of my/this bid being accepted by you, I/We agree to duly furnish the performance security and execute the agreement within the period respectively prescribed thereof.
- 3) Ours is a proprietary/partnership firm registered/duly registered under the provisions of Indian Partnership Act, 1963 / Public/Private Limited Company Incorporated under the Companies Act , 1956 /foreign company having its own registered office at _____and our PAN Number is _____, GST Registration No. is _____ and PF Registration _____.
- 4) I/We am/are hereby furnishing details of the entire partners/proprietary firm (in case the bid submitted by a partnership/proprietary firm)/ of all Directors (in case the bid is submitted by a limited company) along with their present.
- 5) I am/we are furnishing herewith my/our office address with Telephonic/Fax manned round the clock so that they can be contacted any time in case of any emergency.
- 6) I/We undertake to observe all applicable laws, rules regulations and a breach thereof shall render the contract liable to cancellations.

Authorized Signatory
With SEAL

Tender No. AIESL/PPMM/DEL/RFQ/23-24/GHE/23067

Date: 11-09-2023

Form-2 Chartered Accountant's Certification For Turnover (To be given on company letterhead)

I, C.A (Name)_____membership number_____

Have verified the Profit & Loss account, balance sheet, Income details as per the documents /records

Submitted for verification and hereby certify that the Turnover of

M/s._____ (the Bidder's name) for the last three

Years for services as mentioned below:

- 1)
- 2)
- 3)

Signature of C.A _____

Seal

Date: _____

Place _____

Tender No. AIESL/PPMM/DEL/RFQ/23-24/GHE/23067

Date: 11-09-2023

Form-3 : Authorization Letter For Attending Bid Opening (To be given on company letterhead)

To,
DGM-E-PPMM,
A320 New Avionics Complex,
AI Engineering Services Limited,
Indira Gandhi International Airport, Terminal- 2,
New Delhi – 110037.

Sub: Authorization for attending bid opening.

Tender No

Tender Name:

The following persons(s) are hereby authorized to attend the bid opening for the subject tender mentioned above on our behalf.

Sr. No	Name	E-Mail	Contact No.	Signature
1.				
2.				

Authorized Signatory
With SEAL

Tender No. AIESL/PPMM/DEL/RFQ/23-24/GHE/23067

Date: 11-09-2023

Form 4 Pre-Qualification Bid format (To be given on company Letter head)

- 5) The Bidders must meet all eligibility criteria as listed in this tender. Bidder who is failing to comply, its bid will be rejected.
- 6) The Bidders are required to write "YES / NO" in the 'Compliance' .If the response to all the clauses is 'YES' and if any of the functionalities is not found in the Technical Bid, the bid is liable to be rejected.
- 7) AIESL reserves the right to independently verify the veracity of certificates/ undertakings submitted or client details/references provided, during Pre-qualification bid evaluation and technical bid evaluation process. If the information provided in the Pre-qualification bid is found incorrect later, the bid is liable to be rejected.
- 8) No variance to the Pre-qualification criterion will be accepted.

S/N	Criteria	Documentary proof to be submitted	Compliance (Yes/No)
1	The Bidder should be a company registered in India. The Bidder should be operational for at least last three financial years as of 31 st March 2023 as evidenced by the Certificate of Incorporation and /or Certificate of Commencement of Business issued by the Registrar of Companies, India.	Certificate of Incorporation issued by the Registrar of Companies of India.	
2	The Bidder should not have been blacklisted by AIESL or by any state/central Government institution or any Public Sector unit.	Undertaking by Bidder	
3	The Bidder should have an annual turnover of Rs. 75 Lakhs or more during each financial year (as given below) 1) FY 2019-2020 2) FY 2020-2021 3) FY 2021-2022	1) Copy of Financial statement i.e Balance Sheet, Profit & Loss. 2) Copy of ITR & Computation. 3) Turnover Certificate by Chartered Accountant (C.A)	
4	Bidder should be in the Aviation business and supporting reputed National/International Airlines at least for the last three years.	Copy of supporting document	

Tender No. AIESL/PPMM/DEL/RFQ/23-24/GHE/23067

Date: 11-09-2023

Form 5 : Technical Bid Format (to be given on company letter head)

- 1) The Bidders are required to write “YES / NO” in the ‘Compliance’ column. If the response to all the clauses is ‘YES’ and if any of the functionalities is not found in the Technical Bid, the bid is liable to be rejected.
- 2) The Bidders are required to attach documentary proof where ever it is possible.

S/N	Bidder's Technical Requirement	Bidder's Compliance (Yes/No)
1	Bidder must be in the Similar business at least for the last three years.	
2	Bidder must be able to provide and position GHEs items as per Section-X at Air Force Hindan station on Door-to-Door basis and fulfilling all OEMs maintenance and service requirements.	
3	Bidder must be able to position Operator and supervisor manpower at Air Force Hindan station as mentioned in Work scope (Section-VI).	
4	Bidder must be able to comply all requirements as mentioned in Work scope (Section-VI).	
5	The bidder should have engaged in supplying and providing similar services during last 3 years. Bidder is also required to enclose necessary documents (Work order and / or completion certificate / client satisfaction letter or any supporting document) in this regard.	

Tender No. AIESL/PPMM/DEL/RFQ/23-24/GHE/23067
Form 6: Financial Bid Format (To be given on company letter head)

Date: 11-09-2023

S/N	Description	Qty.	Basic Monthly Charges in INR for Leasing of GHEs along with Operator and Supervisor	Tax	Total Monthly Charges in INR for Leasing of GHEs along with Operator and Supervisor
1	Aircraft Towing Tractor	1			
2	Air Conditioner	1			
3	Air Starter	1			
4	Ground Power Unit (GPU)	1			
5	Tow Tug	1			
6	Fuel Bowser	1			
Total Annual Charges in INR for Leasing of GHEs along with Operator and Supervisor (inclusive of tax).(Reference to Section-VI -Work Scope)		6			

Total Annual Charges in INR (in both Numerical & Words) for Leasing of GHEs along with Operator and Supervisor: (Reference to Section-VI -Work Scope) - _____

I/We hereby declare that I/We have read and understood the scope of work & description of work, special and standard terms and conditions of the contract and hereby agree to abide by the same.

Note:

- 1) Bid should be in INR only.
- 2) Bid/Quote should include all taxes payable to authorities.
- 3) In case of discrepancy between unit price and total price, the unit price shall prevail.
- 4) In case of discrepancy between figures and words, the price in words shall prevail.
- 5) Taxes and other levies/ charges shall be payable as per actual at applicable rates.