



## **Production Planning & Material Management**

**Tender No- AIESL/PPMM/16/230542**

**Tender for logistics service provider for transportation of  
company goods of AIESL**

## DISCLAIMER

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, or no responsibility or liability will be accepted by AI Engineering Services Ltd. (AIESL) or any of its employees, about the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFQ is not an offer by AI Engineering Services Ltd., but an invitation. No contractual obligation on behalf of AI Engineering Services Ltd., whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of AI Engineering Services Ltd. and the Bidder.

The information is provided on the terms and conditions set out in this Tender.

This Tender is not an agreement and is neither an offer nor an invitation by AI Engineering Services Ltd. to the prospective bidder(s) or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and commercial offers according to this Tender.

AI Engineering Services Ltd. to make no representation or warranty and shall have no liability to any person, including any or bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment, or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in the tender process.

AI Engineering Services Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise howsoever, caused arising from reliance of any or bidder upon the statements contained in this Tender.

Any information/documents including information/documents about this Tender or subsequently provided to bidder(s) and/or successful bidder and information/ documents relating to the bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation is not subject to disclosure as public information/ documents.

**No contractual obligation on behalf of AI Engineering Services Ltd., whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of AI Engineering Services Ltd. and the Bidder.**



## INTRODUCTION

AI Engineering Services Limited (hereinafter referred to as “AIESL”), a company incorporated under the Companies Act 1956, having its registered office at 2<sup>nd</sup> Floor, CRA Building, Safdarjung Airport Area, Safdarjung Airport, Central Delhi, Delhi- 110003,INDIA invites sealed/closed bids under twobid system from eligible bidders (hereinafter referred to as “Bidder(s)”) meeting the general terms and conditions mentioned at SECTION A of the Tender and also complying with other terms and conditions of the subject Tender, for **Logistics service provider for transportation of company goods of AIESL** on comprehensive basis in complete accordance with this Tender.

### (I) PURPOSE OF THE TENDER

AIESL, a public-sector undertaking is an aviation MRO. For the same AIESL requires appointing Service Provider for transportation of company goods of AIESL. For this purpose, AIESL is inviting Service Providers (herein after referred to as SP) to quote for these services in 2(two) bid tendering process viz. technical bid as per Section D and Price Bid as per Section E and/or if any additional task is mandated by the regulatory authorities, the same should be complied with by the service provider at no additional cost.

### (II) SUMMARY OF BIDDING INFORMATION

<b>A</b>	Tender No. & Name of the Tender	AIESL/PPMM/16/230542 Tender for logistics service provider for transportation of company goods of AIESL
<b>B</b>	Date Issued	<b>11<sup>th</sup> October,2023</b> (The Tender can be downloaded from AIESL’s website ( <a href="http://www.aiesl.in">www.aiesl.in</a> ))
<b>C</b>	Pre Bid Meeting for clarifications	<b>17<sup>th</sup> October, 2023 at 1100 Hrs</b> at Office of DY. GM(PP-MM), NR, AI ENGINEERING SERVICES LIMITED (A.I.E.S.L),A-320 New Avionics Complex, Near New Customs House, Terminal-2,Indira Gandhi International Airport,New Delhi, INDIA
<b>D</b>	Last date/ time for submission of Bids documents (“Due Date/Time”)	<b>25<sup>th</sup> October,2023 on or before 1400 hrs.</b>
<b>E</b>	Place of Submission of Bids	Office of DY. GM(PP-MM), NR, AI ENGINEERING SERVICES LIMITED (A.I.E.S.L),A-320 New Avionics Complex, Near New Customs House, Terminal-2,Indira Gandhi International Airport, New Delhi, INDIA
<b>F</b>	Date and Time of Opening of Bids	(i) Technical Bid – <b>25<sup>th</sup> October,2023 at 1430 hrs.</b> (ii) Price Bid – the date will be intimated subsequently to the technically qualified bidders.
<b>G</b>	Place of Opening of Bids	Office of DY. GM(PP-MM), NR, AI ENGINEERING SERVICES LIMITED (A.I.E.S.L),A-320 New Avionics Complex,Near New Customs House, Terminal-2,Indira Gandhi International Airport, New Delhi, INDIA
<b>H</b>	Extension of Due Date/Time	The Due Date / Time of submission of Bid documents and opening of Bids may be extended at any time, at the sole discretion of AIESL, and shall be displayed on the AIESL website i.e <a href="http://www.aiesl.in">www.aiesl.in</a> No separate press advertisement will be issued by AIESL regarding extension of Bid opening date and Due Date/Time.
<b>I</b>	Earnest Money Deposit (EMD)	₹ 60,000 ( Rupees Sixty Thousand Only)
<b>J</b>	eMail Address of Communication for any clarifications.	<a href="mailto:aiesl.logistics@aiesl.in">aiesl.logistics@aiesl.in</a> & CC to <a href="mailto:ashish.shakya@aiesl.in">ashish.shakya@aiesl.in</a>

**Note:** The date and time for the opening of the Price Bids of the technically qualified Bidders shall be intimated later. If any of the due dates specified above happens to be a holiday, then the next workingday shall be the due date for the said purpose.

## SECTION A

### **General Terms and Conditions:**

#### **1) Terms and Conditions governing the Bid:**

- i. AI Engineering Services Limited (herein after referred to as “AIESL”), invites Sealed Bids (under two bid system) from eligible Bidders meeting the Bid evaluation criteria specified in this Tender, for obtaining the Services as mentioned in Section B.
- ii. The Technical and Price Bid Criteria that the Bidder should satisfy for the Tender have been mentioned in Section D and Section E respectively, hereto.

#### **2) Definitions:**

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

- i. The term 'AIESL', shall mean "AI Engineering Services Limited", a company incorporated under Companies Act 1956,
- ii. The term "Bidder" shall mean the entity who has submitted the sealed/closed Bid for this Tender through its authorized signatory.
- iii. The term "Contract" shall mean the agreement entered between AIESL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- iv. The term "Days" shall mean the working days of AIESL.
- v. The term "Services" shall mean the services to be provided by the Successful Bidder as mentioned in the Tender.
- vi. The term "Successful Bidder" or the "Service Provider"(SP) shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- vii. The term "L-1" means Bidder with the lowest quote, and "L-2" means Bidder with the second lowest quote.

#### **3) SUBMISSION OF BIDS:**

- i. The Bidders should submit their Bids in a two-bid format
    - (a) Envelope- 1 (Technical Bid)
    - (b) Envelope-2 (Price Bid)
    - (c) Envelope 3 (Master Envelope)
- ❖ **Envelope- 1 (Technical Bid):**  
Envelope 1 containing the Technical Bid as per Section D, must be submitted separately in a Sealed/closed envelope super scribing “**Technical Bid for Tender No: AIESL/PPMM/16/230542, Tender for Logistics Service Provider for Transportation of company goods of AIESL “NOT TO BE OPENED BEFORE 25<sup>th</sup> October, 2023 at 1400 Hrs. (Bidders to mention Due Date and Time in the blank space)”** along with the requisite proof of submission of the EMD / Bid Security Declaration Form (duly filled and signed) in place of EMD as the case may be. The Bidders must furnish the Technical Bid along with all attachments/documents/information and details sought/required through documentary evidence, duly signed by the authorized signatory of the Bidder(s) with company seal on all the pages of such documentary evidence and annexure submitted along with Technical Bid, as per the terms of the Tender. The Bidder’s name, email ID/contact numbers (telephone and Mobile) of the Bidder’s contact person, and the item(s) for which the Bid has been submitted should also be mentioned on Envelope-1(Technical Bid).

❖ **Envelope- 2 (Price Bid):**

The duly filled and signed Price Bid, as per Section E should be submitted separately in

another Sealed/closed envelope super scribing “Price Bid for Tender No: AIESL/PPMM/16/230542, Tender for Logistics Service Provider for Transportation of company goods of AIESL. The words “Price Bid not to be opened with Technical Bid” should also be super-scribed on the envelope. The Price Bid must be signed by the authorized signatory of the Bidder and the company seal shall be duly affixed on each page. The name of the Bidder, mailing address, contact no. (Telephone No & Mobile No), e-mail-id, should also be mentioned on Envelope-2(Price Bid).

❖ **Envelope 3 (Master Envelope):**

Both the above envelopes i.e. the Technical Bid and Price Bid must further be enclosed in a master envelope which must also be in a Sealed/closed condition super scribing “**Tender No: AIESL/PPMM/16/230542, Tender for Logistics Service Provider for Transportation of company goods of AIESL “NOT TO BE OPENED BEFORE 25<sup>th</sup> October, 2023 at 1400 Hrs.. (Bidders to mention Due Date and Time in the blank space)**”, The name, contact no., fax, e-mail-id and complete address of the Bidder must be mentioned on the Master Envelope and the same shall be addressed to as given in Para 3 (iv) below. The Sealed master envelope shall be submitted at the below address in person or by post/courier to reach on or before the Due Date/Time.

- ii. The Bid must be only in the prescribed format. The Bid cover should carry the complete name and address of the Bidder, along with the telephone, fax, and e-mail address. Bids must be received by AIESL at the address specified above not later than the Due Date/Time.
- iii. If for some reason, the Bid Due Date/Time or the Bid opening date is declared a holiday, then the Bid Due Date/Time or the Bid opening date will automatically stand extended to the same timings of the next working day. In the event of the receipt of the Bid after the Due Date/Time, the Bid shall be rejected. AIESL reserves the right to reject any Bid in part or full or annul the Tender process without assigning any reasons.
- iv. Sealed/Closed Bids are to be deposited/delivered in the tender box earmarked for this purpose at the following address:

**DY. GM(PP-MM), NR, A.I.E.S.L**  
**Production Planning & Materials Management**  
**AI ENGINEERING SERVICES LIMITED (A.I.E.S.L)**  
**A-320 New Avionics Complex,**  
**Near New Customs House, Terminal-2**  
**Indira Gandhi International Airport,**  
**New Delhi, INDIA**  
**PIN/ZIP: 110037**  
**Contact Details: +91 11 25653263**

*Note: Bids sent through Post or Courier shall be at the risk of the Bidder and AIESL shall not be responsible for any loss or non-receipt of the Bids.*

- v. Bids should be filled in prescribed forms duly signed and stamped and the prices in the Price Bid must be written/typed both in words and figures without any overwriting. Corrections & overwriting, if any, should be counter signed and stamped by the Bidder.
- vi. Bidders are advised to study the Tender carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the tender with the full understanding of its implications.
- vii. The issue of this Tender does not imply that AIESL is bound to select a Bidder. Notwithstanding anything contained in this Tender, AIESL reserves the right to reject any Bid and to annul the Bidding process and/or reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof. If AIESL rejects or annuls all the Bids, it may, at its sole discretion, invite all eligible Bidders to submit fresh Bids hereafter.
- viii. Bidders shall bear their costs associated with or relating to the preparation and submission of their 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 their Bid. All such costs and expenses will 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 a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this Tender process

- ix. No bidder shall submit more than one Bid against this Tender. In case more than one bid is received, only the last submitted bid would be considered.
- x. Bids prepared by the Bidder shall contain all requisite information along with self-attested supporting documents as per details provided in the Technical Bid.
- xi. The Price Bid of only those Bidders who are found technically suitable during technical evaluation would be opened. The opening date and time of Price Bids would be intimated to all the technically qualified Bidders to enable them to attend the price Bid opening
- xii. If for some reason, the Bid opening or submission date is declared a holiday, then the Bid submission/opening date will automatically stand extended to the same time of the next working day.
- xiii. AIESL reserves the right to accept or reject any or all Bids as well as to cancel the Tender, without assigning any reason or without any liability, whatsoever.
- xiv. If there is an error in a total corresponding to the addition or subtraction of sub-totals, the subtotals shall prevail, and the total shall be corrected
- xv. Price bids should be submitted strictly as per the Format of Price Bid in Section E.

#### **4) OPENING OF BIDS**

On the date of opening of the Tender, only the Technical Bids will be opened, and the Price Bids will be kept in the custody of AIESL in the same Sealed/closed cover as received from the Bidder. Price Bids of only those Bidder(s) who are declared qualified after the evaluation of the Technical Bids will be opened. Intimation will be sent to those Bidders who qualify after the evaluation of the technical Bids. No correspondence in this regard will be entertained. The authorized representative of the Bidders (only one authorized representatives per Bidder) would only be allowed to attend the Bid opening. Such representatives must carry an authorization letter on the letter head of the Bidder on each occasion as per Annexure –E enclosed herewith. The authorization letter must be duly signed by the authorized signatory of the Bidder (signed by any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf).

#### **5) REJECTION OF BIDS**

- a) Technical and Price bids should be submitted simultaneously and in 2 separate Sealed/closed envelopes. These two envelopes should be further enclosed in a master envelope which should also be in a Sealed/closed condition. In case the Bids, either Technical Bid or Price Bid are not Sealed/closed separately and are received in a single Sealed/closed cover or an open condition, the same will not be considered and the Bid submitted by the Bidder will stand rejected.
- b) The Bid shall stand rejected if the Bidder submits an incomplete Bid, i.e., where only the Technical or only the Price Bid is received.
- c) The Technical Bid should not contain any indication of the price related to the Price Bid. In case an indication of such price quoted is included in the Technical Bid, the Bid will be rejected without any reference to the Bidder. No correspondence will be entertained in this regard.
- d) Bids received through Fax or Email (in encrypted or other forms) will not be considered.
- e) Bids received after Due Date/Time shall not be considered.
- f) The bids are liable to be rejected forthwith, i.e., without being evaluated, on the following grounds:

- i. If only the technical bid has been received and the Commercial bid has not been received, and vice versa.
  - ii. If the Tender has been received by email or fax or in any other manner instead of in separate sealed/closed covers as the one mentioned in the Tender.
  - iii. If the Tender has not been signed by the authorized signatory of the Bidder. (Signed by any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf).
  - iv. If the technical bid has been received without EMD/Bid Security Declaration as the case may be and the EMD has been submitted in a mode other than as specified in the Tender.
  - v. If the bidder's response is not received in sealed/closed condition and If the bids are not deposited in the tender box at the designated address as mentioned in the tender document.
  - vi. If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested, and/or submission of illegible copies or unexplained materials and/or bids not received as per the desired formats & bidding instructions.
  - vii. If the price bid indication has been provided in the technical bid response
  - viii. If the bid response is not presented neatly and corrections if any are not duly authenticated with full authorized signatures of the person who has signed the bid document. (Signed by any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf).
  - ix. If the bid has been received without the undertaking of acceptance of all terms & conditions
  - x. If the bid (technical/price) is incomplete.
  - xi. The above list is only illustrative and there can be other relevant grounds of rejection of bids.
- g) In case of any variation, in the documents/data submitted by the Bidder in support of the Technical Bid and in comparison, with the original documents during technical evaluation, the Bids of such Bidder would be out-rightly rejected/disqualified during technical evaluation of Tender and EMD would be forfeited.
- h) If the price indicated in the Price Bid is Conditional.
- i) If the Price Bid is not submitted in the format described in Section E in the Tender.
- j) In case the Bidder being an MSME unit as specified in Clause 12 of Section A, fails to submit a copy of the relevant MSME certificate and the required Bid Security Declaration Form along with the technical bid
- k) AIESL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- i. Suspend and/or cancel the Bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms and conditions relating thereto.
  - ii. Consult with any Bidder to receive clarification or further information.
  - iii. retain any information and/or evidence submitted to the AIESL by, on behalf of, and/ or concerning any Bidder; and/ or
  - iv. Independently verify, disqualify, reject, and/or accept all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- l) It shall be deemed that by submitting the Bid, the Bidder agrees and releases the AIESL, its employees, agents, and advisers, from any and all liability for claims, losses, damages, costs, expenses, or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## **6) AMENDMENTS/CLARIFICATIONS AND EXTENSIONS**

Amendments and Extensions, if any, to this Tender, will be hosted on the website of AIESL at [www.aiesl.in](http://www.aiesl.in). The Bidders are, therefore, advised to visit AIESL's website regularly till the date of closing of the Tender. In case there is a change in Service Details/Requirements / Terms & Conditions after the release of the Tender but before it's Due Date/Time, the Bidders who have submitted their Bids shall have an option to re-submit their Bids, if they choose to do so, within the extension period as may be specified by AIESL.. For avoidance of doubt, it is hereby clarified that the last Bid submitted by the Bidder will be considered the final Bid.

It is the Bidder's responsibility to visit the said website regularly for the aforesaid amendments/updates/extensions as applicable.

**7) TENDER FEE: There is NO TENDER FEE.**

The Tender is available for download free of cost basis from Tender section of the AIESL website [www.aiesl.in](http://www.aiesl.in) . There is no fee for the Tender Documents.

**8) VALIDITY OF BID, PRICES, GOVT. DUTIES / LEVIES ETC.**

- a. The price quoted by the Bidders shall be valid for a period of 120 (One Hundred Twenty) days from the date of opening of the Technical Bid. Any Bid whose validity is less than 120 (One Hundred Twenty) days shall be summarily rejected.
- b. The service quantum to be available could vary more than or less than 25% from that as indicated in the Tender to accommodate fluctuations in demand between the date of release of the Tender and the date of award of the Contract. The Bidder must maintain the quoted/contractual price for these variations in quantity during the Contract Period.
- c. Option Clause: The numbers of consignments mentioned in the tender document are approximate and subject to change. AIESL reserves the right to increase or decrease the requirement by plus/minus 25% during the contract period.
- d. The price offered/agreed shall remain firm till the completion of the Contract and subject to the terms & conditions of the Tender/Contract.
- e. No request for an increase in prices shall be entertained during the Contract Period, except on account of an increase in GST or any other Government levy, if imposed by the Govt. of India or airport operator charges, provided the Successful Bidder submits proof of payment for such increase to AIESL.
- f. The Bidders should commit to passing on the benefit to AIESL of reduction in statutory taxes, etc., by the Government, during the period of the Contract.
- g. During the Contract Period, if for any reason there is a downward revision in the prices, the Successful Bidder shall pass on the benefits of the same to AIESL.

**9) PERIOD OF CONTRACT**

The Contract Period would be 01 (One) year from the date of execution of the Contract ("**Contract Period**"). However, AIESL reserves the right to extend the Contract Period for a further period of 01 (One) year at the same rate, terms, and conditions, subject to the mutual consent of AIESL and the successful bidder.

**10) MODIFICATION OF BIDS**

- a) The Bidder(s) can modify or withdraw their Bid(s) after the Bid submission but before the Due Date/Time for submission of the Bid, provided that written notice of the modification/withdrawal is received by AIESL before the Due Date/Time for submission of the Bid. The last modification by the Bidder shall be final.
- b) In case of modified Bids, the Covers shall carry the superscription of the Word "**Modified**" in addition

to the superscription required by the Tender. In such a case, the Bidder need not submit the EMD again.

- c) In case of withdrawal of the Bid, the Bidder is required to submit a withdrawal letter addressed to.  
DY. GM(PPMM), NR,  
AI Engineering Services Limited  
Avionics Complex  
IGI Airport  
New Delhi - 110037

The cover containing the Bidder's withdrawal letter shall carry the superscription of the word **"Withdrawal of Bid for Tender No. AIESL/PPMM/16/230542, Tender for logistics service provider for transportation of company goods of AIESL."**

- d) No Bidder shall be allowed to modify/withdraw its Bid during the period after the DueDate/Time for submission of Bids and before the expiration of the period of Bid validity.
- e) Withdrawal/modification of Bid, during the time mentioned above, shall result in the forfeiture of the EMD submitted by the Bidder.

#### 11) **EARNEST MONEY DEPOSIT (EMD):**

- a) EMD amount is ₹. 60000/- (Rupees Sixty Thousand only).
- b) Bidders should make a payment of ₹. 60000/- (Rupees Sixty Thousand only), only towards EMD by account payee Demand Draft / Banker's cheque only from a Commercial bank, in favor of **"AI ENGINEERING SERVICES LIMITED"**, payable at **Delhi** along with the Technical Bid in sealed/closed envelope. EMD should be issued/confirmed from any Commercial bank, preferably an Indian bank in an acceptable form, and should be valid for 45 days beyond the bid validity period.
- c) The Bidder should mention the Tender number along with his full name and address on the envelope containing the EMD. Such DD/Banker's cheque may not be considered if the Bidder fails to legibly mention the Tender number along with his full name and address on the envelope containing the EMD. It is hereby clarified that the EMD paid through cash and/or cheque shall not be accepted by AIESL.
- d) If the Bidder is an MSME unit and claims exemption from submission of EMD, in such an event the Bidder shall submit a copy of the relevant MSME certificate at the address mentioned in the tender along with the submission of the Technical Bid, for their Bid to be considered as per the Tender.
- e) EMD in any other mode other than what is specified above will not be accepted.
- f) EMD will not carry any interest.
- g) EMD of unsuccessful Bidders will be refunded within 45 days of the award of the Contract in favor of the Successful bidder.
- h) EMD of the Successful Bidder will be returned without any interest, after receipt of a Bank Guarantee or DD as Security Deposit against the Contract.
- i) EMD of a Bidder will be forfeited if the Bidder withdraws or amends its Bid after the due date, impairs or derogates from the Tender in any respect, or declines to accept or honor the Contract if awarded in his favor within the Bid validity period. If the Successful Bidder fails to furnish Security Deposit within the specified period, its EMD is liable to be forfeited.
- j) AIESL reserves the right to reject / not consider the Bid if it has been received without EMD or proof of submission/details thereof or the EMD has been submitted in a mode other than as specified above, or a valid proof of exemption from submission of EMD has not been provided.

#### 12) **EXEMPTION / PREFERENCE TO MSE UNITS:**

- i. As per Public Procurement Policy for Micro and Small Enterprises (MSEs) preference will be provided to MSEs as per the prevailing policy as formulated by the Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSEs must be registered with any of the following to avail of the benefits/preference available vide Public Procurement Policy MSEs Order, 2012
  - (1) District Industries Centers (DIC)
  - (2) Khadi and Village Industries Commission (KVIC)
  - (3) Khadi and Village Industries Board
  - (4) Coir Board
  - (5) National Small Industries Corporation (NSIC)
  - (6) Directorate of Handicraft and Handloom
  - (7) Any other body specified by the Ministry of MSME.
  - (8) Udyog Aadhaar
- ii. 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.
- iii. The MSMEs 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 (NSIC) must submit a valid NSIC registration certificate along with their bid.
- iv. The Micro and Small Enterprises not registered for the trade/item for which this tender is relevant, would not be eligible for exemption/preference.
- v. The registration certificate issued from any one of the above agencies must be valid as of the close date of the tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.
- vi. 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 of the close date of the tender, are not eligible for exemption/preference.
- vii. Exemption from submission of EMD – EMD does not apply to MSME units only.
- viii. Security Deposit- The Successful Bidder (MSME/Non-MSME) will be required to submit the Security Deposit as applicable on the Contract value. However, in the case of MSE Bidders, the Security Deposit/Bank Guarantee can be submitted on a yearly basis renewable every year.
- ix. Price Preference- Price preference as per the Government of India guidelines
- x. Where any aggregator has been appointed by the Ministry of MSME, to Bid on behalf of some MSME units, such Bids will be considered as Bids from MSME units, and all such facilities would be extended to these also.
- xi. An MSME Unit will not get any purchase preference over another MSME Unit. MSMEs will also be entitled to the payment terms of 45 days' credit.

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

### **13) SECURITY DEPOSIT / PERFORMANCE GUARANTEE:**

- i. The bidder who qualifies for the award of the Contract will have to deposit with AI Engineering services Limited a sum of rupees which is **5% (Five percent) of the total value of the Contract towards an interest-free Security deposit**, within 2 weeks of receipt of the Contract. The Security Deposit is to be paid by way of an Account Payee Demand Draft, Banker's Cheque, Bank Guarantee (BG) issued from any commercial bank, or Fixed Deposit Receipt from any Commercial bank, in favor of 'AI Engineering Services Limited', payable at Delhi.
- ii. In case of submission of Security Deposit (SD) by Bank Guarantee (BG), it may please be noted that the original BG must be forwarded by the Bank directly to AIESL through registered AD

(Acknowledgement) as per the detailed procedure which will be advised to the Successful Bidder. The expenses incurred towards submission of the Security Deposit / Bank Guarantee will have to be borne by the successful bidder.

- iii. Security Deposit if provided by way of Bank Guarantee shall be furnished on non-judicial stamp paper of appropriate value and in the prescribed format, as per Annexure-D
- iv. The Security Deposit / Bank Guarantee will be refunded/returned without interest within 60 days of the successful completion of services against the Contract after adjusting for damages, if any, that may be imposed under the terms of the Contract.
- v. Validity of the SD / BG would be 60 days after the scheduled completion of all obligations under the Purchase Order / Contract.
- vi. SD / BG will apply to successful **MSME Units** also.
- vii. In the case of MSME Bidder, the Security Deposit can be deposited on a yearly basis, renewable every year. The second year Bank Guarantee should be valid for a period of 60 days beyond the Contract Period on successful extension of contract on mutual agreement.
- viii. In case, Security Deposit is not deposited as per the terms of the Tender and the Contract, before the commencement of the Services, the bills presented by the Successful Bidder shall not be processed for payment till the time the Security Deposit is deposited by the Successful Bidder. In the event the Security Deposit is not deposited by the Successful Bidder within 45 days from the date of award of the Contract, AIESL reserves the right to terminate the Contract and re-issue a fresh tender for providing the Services under the Contract at the sole risk and cost of the Service Provider.
- ix. In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / Bank Guarantee be invoked.
- x. Such Security Deposit shall not bear any interest and shall be refunded without interest only on successful completion of the Contract and upon fulfillment of all Contractual obligations after a period of 3 months from the expiry of the Contract Period.

#### **14) PRICE NEGOTIATION**

As a general norm price negotiations are not to be carried out with the bidders. Negotiations, if at all, shall be an exception and may be held for better pricing with the L1 bidder only and with the L2, L3, and so on bidders only in case of the split of the Services/Value.

#### **15) EVALUATION CRITERIA FOR TECHNICAL BID (STAGE 1)**

- a) 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.
- b) 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
- c) The Bidders who qualify as per the Technical Bid evaluation criteria as mentioned under Sections C, and D, and other requirements of the Tender would be considered for the next stage of the Tender process, and they would be duly intimated by email.

#### **16) EVALUATION CRITERIA FOR PRICE BID (STAGE 2):**

- a) The Price Bids of only those Bidders who qualify under the Criteria as specified in sections C and D, and comply with the other Tender requirements would be opened. The date and time of opening of the Price Bids would be intimated in advance to the Bidders who get qualified in the Technical Bid evaluation.

- b) Price Bids should be submitted strictly as per the format given in Section E of the tender document. The detailed procedure/method of quoting and criteria for evaluation of the Price Bids has been provided in Section E.

## **17) AWARD OF CONTRACT/AGREEMENT, ACCEPTANCE, COMMENCEMENT / EXECUTION**

The award of the Contract shall be subject to fulfillment (in addition to eligibility criteria and the Undertakings as provided under the Tender) of the following conditions by the Bidder:

- i. The Successful Bidder must convey acceptance of the Letter of Acceptance (LOA)/contract within 7 days of receipt of the same and provide their bank details with a canceled cheque.
- ii. The Successful Bidder must commence the Services within 30 days after execution of the Acceptance of LOA/ Contract.
- iii. The Successful Bidder shall execute the Contract within 30 days of acceptance of LOA. The cost towards the preparation, negotiation, and execution of the Contract shall be borne by the Successful Bidder.

## **18) FRAUDULENT PRACTICES:**

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 purposes of this provision, the terms set forth below as follows:

- a) **“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 contract execution; and
- b) **“Fraudulent practice”** means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the AIESL and includes collusive practice among Bidders (before or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive AIESL of the benefits of free and open competition.
  - ii. 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.
  - iii. 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.
  - iv. Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent/corrupt practices during the currency of the Contract.
  - v. Bid Security Declaration will be applicable, or the Security deposit shall be forfeited, as the case may be in addition to the above-mentioned remedies which AIESL shall have.

## **19) CONTRACT MANAGEMENT:**

The contract administration would be the sole responsibility of the PPMM of AIESL.

## **20) CONTRACT SURVIVABILITY:**

In the event, the Successful Bidder is acquired by, or merges with another company/entity/organization by operation of law or in any other manner, the terms and conditions of the Tender/Contract applicable to the Successful Bidder shall remain in full force, and effect on the new entity and the Successful Bidder shall at all times remain liable to AIESL, with regard to the obligations mentioned herein. AIESL shall, however, have the discretion and option to terminate the Contract in such an event.

## **21) ERRANT BIDDERS:**

In case, after Price Bid opening, if the L-1 Bidder does not accept the contract or is not awarded the Tender for reason solely attributable to such L-1 Bidder, for reasons as mentioned in this Tender, thereof leading to retendering, AIESL shall apply clauses of the Bid Security Declaration submitted by such Bidder and such Bidders shall be debarred for a period up to 01 (one) year from participation in the next tender for the subject services as well as against any tender inquiry for any services sought by AIESL and its sister concerns at all locations. AIESL further reserves the right to blacklist/holiday list the Bidder for a period of up to 3 (three) years.

**22) JURISDICTION:**

Any Dispute whatsoever arising out of this Tender shall be subject to the exclusive jurisdiction of the courts of Delhi only.

**23) DISQUALIFIED BIDS**

Price Bids of the technically disqualified Bidders would be returned to them after the finalization of the contract under intimation and against acknowledgment from the Bidders.

In case a Bidder fails to collect the Price Bid within the stipulated 30 days' time, the Bid shall be shredded in the "as is where is" condition after the expiry of 30 days' time.

**24) ZERO DEVIATION**

- i. Bidders are advised to quote strictly as per the terms and conditions of the Tender and not to stipulate any deviation/exceptions. This is a zero-deviation Tender, and no deviations shall be permitted.
- ii. Bidders are advised to note that taking a deviation from the following terms and conditions of the Tender shall lead to the rejection of their Bids:
  - a. Firm/Quoted Price throughout the Contract Period and the extension period
  - b. EMD
  - c. Scope of Work
  - d. Special Conditions of Contract
  - e. Functional terms and conditions
  - f. Service Delivery / Completion Schedule
  - g. Period of Validity of Bid
  - h. Performance Bank Guarantee / Security Deposit
  - i. Arbitration / Resolution of Dispute
  - j. Service Level Expected (SLE)
  - k. Force Majeure
  - l. Statutory Compliance with Applicable Laws
  - m. Registration of PF & ESIC in the name of the Firm
  - n. All the pages of the Tender must be mandatorily signed and stamped by the authorized signatory along with the supporting documents as asked in the technical bid. (signed by any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf.)
  - o. All documents in support of the Tender must be submitted in accordance with the checklist as per the Check sheet attached in Section-F.
  - p. Any other condition specifically mentioned in the Tender elsewhere that non-compliance of the clause shall lead to rejection of the bid.

**25) SUBMISSION OF BILL:**

SP shall tender pre-receipted bills once every Fortnight (Consolidated bills should be submitted every First Week and Third Week of the month) for service provided to AIESL. Bill should be on the letterhead of SP and in the format prescribed by AIESL. A checklist and original documents in support of various Charges indicated in the bill should accompany each bill. Any bill not accompanied by a checklist and one or more documents will not be received in AIESL. Personnel authorized by AIESL will acknowledge receipt of the bills after due verification of enclosures. Bills that are returned to SP on account of deficiencies will contain remarks about deficiencies. Incidence of storage charges attributed to oral/verbal queries of customs

authorities shall not be claimed by SP.

**26) PAYMENT TERMS:**

All payments to the successful Bidder by AIESL for the services rendered by it shall be subject to the following compliances:

- a. AIESL shall make every effort to examine and arrange payment of bills within 45 days of receipt of the pre-receipted bills with all the relevant original supporting documents.

However, a delay in the settlement of payments shall not be accepted as a valid ground for SP to delay consignments and/or make any request for advance payment. It is clearly and specifically understood that storage charges incurred on account of delay in transportation of consignments on grounds of delay in payment of bills on the part of AIESL will have to be borne by SP. AIESL does not undertake to communicate to SP, reasons for partial or non-admission of one or more claims made in the bills.

The bills should be submitted as per the agreed tender terms & conditions clearly with the breakup along with the supporting documents, failing which the bills will not be considered for payment process until the SP submits the clear and relevant supporting documents.

- b. Payment will be made through ECS (Electronic Clearance Service).
- c. The successful bidder is required to submit a duly verified Bank Mandate form along with a copy of the relevant cheque leaf, duly canceled to enable Accounts Department to make payment through ECS.
- d. TDS shall be deducted by AIESL from the payment made against these invoices, as per the applicable laws.
- e. In case the AIESL is not able to claim input GST credit on account of any fault, omission or noncompliance by the Service Provider, the 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.

**27) FALL IN PRICE CLAUSE:**

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

**28) INDEMNIFICATION:**

- i. 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
- ii. 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.
- iii. 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.

- iv. The Successful Bidder shall be responsible for any destruction/theft or damage to property and/or illness, injury, including death that may be suffered by its employees, contractors, or other representatives for whom it is in law responsible.

## 29) **CONFIDENTIALITY:**

The Parties (i.e., the Service Provider and AIESL) shall at all times keep confidential, all information acquired in consequence of this proposal, except for information which they may be entitled or bound to disclose under compulsion of law or were requested by regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.

## 30) **EXIT/TERMINATION OF CONTRACT:**

- i. The Contract shall expire *ipso facto* upon the expiry of the Contract Period i.e., 1 (One) year from the date of execution of the Contract.
- ii. In case of unsatisfactory performance or breach of any of the clauses of the contract, AIESL shall issue a notice of 30 days to the Service Provider to rectify the breach and improve the Performance failing which AIESL shall be at liberty to terminate this Contract by providing 30 days written notice to the Service Provider. In such case, the Service Provider shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account.
- iii. In the event of a breach of confidentiality, the Contract can be terminated by AIESL with a notice period of 1 (one) month.
- iv. Either Party may terminate the Contract, in the event the Force Majeure Event subsists for a period of more than 90 days.
- v. The Parties shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the Contract till the termination.
- vi. Notwithstanding the above, AIESL shall also be at liberty to terminate the Contract for any reason including change in situation/circumstances, etc. by providing a 30-day prior written notice to the Service Provider. The Service Provider shall also be at liberty to terminate this Contract by providing AIESL with a 90-day prior written notice. In such an event, the terminated party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.
- vii. In case the Service Provider serves the termination notice before exhaustion of 40% of the contract value or quantity, they will be debarred from participating in the immediate next tender for that item/service.

## 31) **CLAIMS FOR DAMAGE**

- a. AIESL shall notify the Service Provider of any claims/deficiency on the part of the Service Provider arising under/out of the Contract.
- b. In case the Service Provider, having been notified by AIESL, fails to take remedial action within the stipulated time as advised, AIESL may take remedial action without any further notice, at the Service Provider's sole risk and cost. AIESL shall also levy damages /terminate the Contract without prejudice to any other rights which AIESL may have under the Contract or any applicable laws.

## 32) **FORCE MAJEURE**

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 because of the

occurrence of a Force Majeure Event.

Force Majeure Event means extraordinary events or circumstances beyond human control such as an event described as an act of God (like a natural calamity, or events such as a war, strike, or riots). The affected Party shall give immediate notice in writing of the 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).

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.

The Party so affected shall take all reasonable steps to remedy the failure and reasonably allocate its available resources, giving priority to performing its obligations under the Contract and keeping the other Party informed of the steps being taken to mitigate the effects of an event of force majeure.

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.

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.

### **33) RESOLUTION OF DISPUTES AND ARBITRATION:**

- i. 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.
- ii. 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.
- iii. The arbitration award passed under the arbitration shall be final and binding on the Parties.
- iv. The proceedings of the Arbitration shall be conducted in English language and the place of arbitration shall be Delhi.
- v. Each Party shall bear their own cost concerning such arbitration.

### **34) NOTICES**

Any notice by one Party to the other according to the Tender/Contract shall be sent in writing to the address specified for that purpose in the Contract at para No 3(iv)

### **35) INTERPRETATION:**

In the event of any difference in the interpretation of any of the clauses of the Contract, the clarification given by the competent authority of AIESL, Delhi shall be final and binding.

### **36) EXPENSES**

Each Party shall bear its costs and expenses (including legal expenses) associated with the preparation, negotiation, and execution of this Contract and any other relevant documents.

**37) SEVERABILITY**

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

**38) AMENDMENT**

No amendment, modification, variation, or waiver of any provision of this Contract shall be binding or effective unless the same has been made in writing and signed by a duly authorized representative of each of the Parties hereto.

**39) GOVERNING LAW**

This Contract shall be governed by, construed, and enforced in accordance with the laws of India.

**40) OTHER TERMS & CONDITIONS:**

- i. It is further clarified that any Bidder signing the Bid and other documents in connection with the Tender must certify whether he signs as:
  - a) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
  - b) A partner of the firm if it is a partnership must have the authority to refer to arbitration, or disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender should be signed by all the Partners. Constituted attorney of the firm if it is a Company.
  - c) Authorized signatory of the firm (signatory will be any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf).
- ii. Issue/submission of the Bid form does not necessarily mean that the Bidder is eligible.
- iii. Bidder is advised to quote strictly as per terms and conditions of the Tender and not to stipulate any deviation/exceptions.
- iv. Our Tender closes on the Due Date/ Time specified in the Tender. Bidders must submit their Bids well in time before the scheduled close date and time of the Tender to avoid any last-minute glitches such as postal or courier problems or for any other reasons.
- v. AIESL will not entertain last-moment requests for an extension of the Due Date/ Time and reserves the right to accept or reject such request for extension at its sole discretion.
- vi. The Due Date/Time of Tender may be extended at any time before the date of closing of Tender. The closing date of submission of Bids may be extended at any time including after the scheduled date of closing, at the sole discretion of AIESL.
- vii. AIESL reserves the right to close the Tender / reject any /all Bids at any stage of the Tender at its sole discretion, without any additional cost to AIESL
- viii. AIESL reserves the right not to consider the Bid of any Bidder, blacklist the Bidder for 3 years if it is determined/noticed at any stage during the Tender process or after Contract Period that the Bidder has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive

practice to Bid/obtain the Contract. This will also have an impact on other Contracts / POs, the Bidder may have with AIESL where AIESL reserves the right to take appropriate actions as deemed fit, in AIESL sole discretion.

- ix. AIESL reserves the right to reject/not consider at its sole prerogative the Bids of such Bidders who have been involved in any litigation with AIESL in the last 5 years / ongoing litigation or arbitration with AIESL or have been blacklisted/ debarred by any PSU, Govt. bodies.
- x. Bids should be unconditional.
- xi. Bidders are required to declare if they have any ongoing legal disputes with any government agencies such as Income Tax, EOW, etc. In the event of any Suppression/ Misrepresentation of such facts, AIESL reserves the right, at its sole discretion, to take appropriate action as deemed fit including but not limited to disqualification of the Bidder and termination of the Contract.
- xii. Any clarifications sought by AIESL concerning the Bids submitted by the Bidders will be considered as a part of the Bid and AIESL reserves the right to seek clarifications at any stage of the Tendering process.
- xiii. All relevant documents required related to the Services to be provided under this Tender are to be submitted by the Bidders at their own cost.
- xiv. Conditional Bids shall not be accepted and are liable to be rejected.
- xv. The terms of the Tender and the Contract are CONFIDENTIAL, and anything contained in the tender shall not be disclosed by the Bidders to any third party in any manner, whatsoever.
- xvi. Bidder will give the official mailing address, email, and contact No. (Land Line/Mobile) numbers to which all correspondences shall be sent by AIESL. Also, in the event the address of the Bidder is changed, the same shall be intimated to AIESL immediately by the Bidder.
- xvii. AIESL reserves the right to annul the Tender process and reject any or all the Bids at any time before the award of the Contract without incurring any liability to the Bidder(s) or without any obligation to inform the Bidder(s) of the grounds of such annulment/rejection. AIESL further reserves the right to add/delete/modify any one or more of the terms and conditions contained in the Tender or any of the agreements proposed to be entered into by AIESL with the Successful Bidder.
- xviii. The Near Relatives of employees of the AIESL office who is likely to benefit the Bidder during the award/implementation of the Contract are prohibited from participation in this Tender. Near relatives are defined as:
  - a. Members of a Hindu undivided family.
  - b. Their husband or wife
  - c. Relatives in the manner as father, mother, son(s), son's wife, daughter(s), Daughter's husband, brothers, brother's wife, sister, and sister's husband
- xix. **Correction of Arithmetical Errors**

Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: -

  - a. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

c) Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with the same, shall result in the rejection of the Bid

- xx. The Bidder should quote the rates and amount in figures as well as in words as per the Price Bid format given in Section E. The language for filling out Tender Documents shall be English.
- xxi. The quoted rates in price bid, if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- xxii. When there is a difference between the rates in figures and in words in Price Bid, the rates which correspond to, the amount worked out by the Bidder, shall be taken correct as per the following:
  - a. When the amount of any item is not worked out by the Bidder or it does not correspond to the rate written either in figure or in word, then the rate quoted by the Bidder in words shall be taken as correct.
  - b. When the rate quoted by the Bidder in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the Bidder shall be taken as correct and not the amount.
- xxiii. All rates shall be quoted on the proper form (i.e., the Price Bid format) of the Tender alone. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only. The total amounts should be written in figures only. In the case of figures, the words Rs. or the rupee symbol should be written before the figures of rupees, and words paise after the decimal figures, e.g., Rs.2.15p, and in case of words, the word Rupees shall precede and the word "Paise" shall be written closely following the amount and it shall not be written in the next line.



## SECTION B:

### SCOPE OF WORK:

#### Requirement and scope of work

**1. Pickup & Delivery of items from stations of AIESL situated across pan India**

The Bidder shall ensure the pickup and delivery of items of AIESL. An email will be sent by AIESL to the service provider which will include the place of pickup and place of delivery with contact details.

**2. Timeframe for pickup and delivery.**

The Bidder shall ensure the pickup of items of AIESL within scheduled hours as mentioned in notification by email from AIESL.

Delivery and pickup shall be the door-to-door/door-step delivery services.

**3. Transit tracking and single-window cargo management**

The Bidder must ensure to provide live transit tracking of consignment shipped and must provide a dedicated single window cargo management system for AIESL shipments. The service provider must have a web-based facility for online live package tracking for AIESL.

**4. 3PL (Third Party Logistics) Involvement:**

The Service Provider 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 Service provider. AIESL will not bear any additional cost incurred by the SP for such arrangements

The Service Provider shall indemnify AIESL against the payment of penalty/third/fourth party claims/damages/loss of property of AIESL, or any other party arising due to the negligence on the part of the 3PL. (including counsel fees and legal cost).

**5. Insurance**

- a. The Bidder has to provide transit insurance of goods on specific request as transported to and from AIESL stations, and AIESL stations to other locations. The rate of transit insurance will be 0.005 % (Zero decimal zero zero five percent) of the exact invoice value. The following perils must be covered under the insurance for goods in transit:-
- i. Fire.
  - ii. Lightning.
  - iii. Breakage of bridges.
  - iv. Collision with or by the carrying vehicle.
  - v. Overturning of the carrying vehicle.
  - vi. Derailment or accidents of like nature to carrying railway wagon/vehicle.
  - vii. Robbery and Dacoity.
  - viii. Theft and/or non-delivery of the complete package (coverage available for consignments sent under a contract of affreightment only and not when being sent by your Vehicle).
  - ix. Strike, riots and civil commotion, terrorist or malicious damage.
  - x. Natural disasters like storms, floods, etc.
- b. The SP shall, during the performance of the contract take suitable insurance to cover against bodily injury, death, or damage to the property of the SP or its employees.
- c. If due to SP's carelessness, negligence, non-observance of safety precautions, improper security arrangements, or due to non-compliance of paperwork needed for a lodging insurance claim, damage to AIESL/its Customer's property, and if AIESL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the SP.

**6. Special Requirement**

- a. In case of en-route breakdown or undue delay, AIESL offices should be informed promptly.

- b. In case of any major breakdown, it is the responsibility of the service provider to safely transship the materials to another truck/vehicle to move the materials with the AIESL consent without any additional cost.
- c. It will be the responsibility of the service provider to inform AIESL about the arrival of the shipment at the destination in advance.

**7. Carrier's Permits and Licensing**

The required license or approval from the competent authority must be obtained by the service provider, in the transportation of hazardous substances, explosives, and other chemicals. Apart from that, all license and All India Permit for commercial vehicles to enter into any state in India must be obtained by the service provider.

**8. Resources**

The shipment involves resources, labour, and expenditure on the part of the parties. It is the service provider who takes care of expenses like maintenance, repairs, fuel, and other running expenses. The background verification and licenses of the driver and other employees should also be taken up by the service provider

- 9.** Hazardous substances/Dangerous Goods will also be shipped by AIESL. The service provider must ensure to take utmost care in delivering these items. The vehicle carrying these shipments must be equipped with necessary First-aid, Safety equipment, and antidotes as may be necessary.

**10. Items**

Items shall mean all materials, plant, machinery, instruments, components, equipment, sub-assemblies and assemblies, parts, spares, and other items or things required for transportation.

**11. Other Condition**

- i. No verbal agreement, assurances, representations, or understanding is given by any employee or officer of AIESL or so understood by the service provider whether given or understood before or after the execution of the contract. This shall not bound AIESL or alters the Contract Documents unless specifically given in writing and signed by the person specifically authorized by AIESL and given as an Agreed Variation to the relative term(s) in the Contract Documents.
- ii Necessary Road Permit Fee or Toll-Tax etc. shall be paid by the service provider. In the absence of any permit, toll tax payment, etc., any penalty imposed by any State Government same shall be paid by the service provider, and AIESL will not be responsible for the same. Expenditure on this account shall be borne by the Service Provider and will not be reimbursed. For any mishap/damage/accident to our equipment en route to the destination station, it will be the service provider's responsibility to deal with the insurance company for settlement of the AIESL claim.
- iii Rates quoted by the service provider shall remain firm till completion of the contract and no increase on any account including an increase in fuel charges will be entertained.
- iv NO RETENTION CHARGES WILL BE PAID BY AIESL on any location en route to the destination.
- v Cities mentioned on the transportation shall be considered as the final destination to offload the consignment at consignee details provided by AIESL.
- vi Metro cities shall mean Delhi , Chennai, Bangalore, Hyderabad, Kolkata, Thiruvananthapuram, Mumbai, and Nagpur. Other cities shall be divided into regions i.e., Southern Region, Northern Region, Eastern Region, and Western Region of India.

**Northern Region:** Amritsar, Jammu, Jodhpur, Raipur, Udaipur, Chandigarh, Agra, Lucknow, Varanasi, Shimla, Jaipur, Bhopal, Indore, Khajuraho, Jabalpur, Ghaziabad, Noida, Greater Noida, Gurgaon, Faridabad, Gwalior, Kullu, Allahabad, Dehradun, Dharamshala, Bareilly

**Southern Region:** Kochi, Vijayawada, Tirupati, Coimbatore, Mangalore, Vishakhapatnam, Chennai, Trichy, Madurai, Kozhikode.

**Western Region:** Ahmedabad, Vadodara, Bhuj, Bhavnagar, Goa, Aurangabad, Jamnagar, Rajkot, Pune, Nanded, Surat.

**Eastern Region:** Bagdogra, Patna, Bhubaneswar, Ranchi.

**vii Special Sectors :** Port Blair, Leh, Silchar, Imphal, Dibrugarh, Agartala, Aizwal, Dimapur, Tezpur, Kohima, Guwahati, Lilabari, Srinagar, Itanagar, Puducherry.

**viii** Delivery between the metro cities (by air transport) must be next-day delivery if the item is handed over by 1600 Hrs. and prior information sent to the service provider before 1200 Hrs. Delivery and pickup shall be the door-to-door/door-step delivery services.

**ix** During the contract period, if the staff of the service provider is involved in any smuggling activities, AIESL shall not be responsible and the onus shall be with the service provider only. The service provider shall deal with customs/police and court matters arising out of such an act on the part of service provider staff and shall bear all the expenditure also. The service provider shall also be liable for all legal consequences at their cost/risk thereof.

**x** Once the consignment is handed over to the service provider for dispatch the safety and security of the consignment till delivery to the destination is that of the service provider. The service provider cautioned to not open the consignment without the witness/knowledge of AIESL staff. Also, it is reiterated that the service provider shall not at any cost insert any element/material in AIESL packages that are handed over as AIESL consignment. Such an act will be considered a fraudulent act and necessary measures as deemed fit by AIESL authorities will be initiated for such violations by service providers.

**xi** If the aircraft parts booked on a particular flight cannot be uplifted on the said flight due to cancellation of flight and any other issue which is not in the purview of the service provider, they shall immediately notify AIESL providing the requisite details and get the consignment booked on the next available flight.

**xii** On award of a successful contract, the tenderer shall arrange airport entry passes or cargo complex passes for its personnel from concerned authorities of the air cargo complex/BCAS/or any other airport regulatory authority at its own cost. The successful tenderer's employees entering the apron areas for tendered work scope purposes shall always carry valid passes/permits as issued by BCAS or appropriate regulatory bodies of concerned countries.

**xiii** The quantum of work could vary by +/- 25% from that as indicated in the tender to accommodate fluctuations in demand between the date of release of the tender and the date of issue of the contract. The service provider has to maintain the quoted/contractual price for this variation in quantity.

**xiv** Intracity movement is also included

**xv.** Charges will be calculated based on the categorization of destination cities as given in Para 11. vi) and vii) of Section-B.

## **12. Distribution of business:**

AIESL reserves the right if deemed necessary, to distribute shipments among 2 or more service providers in a manner as stipulated by AIESL.

## **13. Time Period for Transportation and Delivery**

a. Special Sector – Leh & Port Blair: Transition time allowed for every 100 km shall be one day (in case of surface transport).

b. Special Sector Other than Leh & Port Blair: Transition time allowed for every 200 km shall be one day (in the case of surface transport).

c. All Sectors excluding 13. a & 13. b above Transition time allowed for every 300 km shall be one day (in case of surface transport).

#### 14. Reports

SP will be required to submit the following reports

- a) Daily Status Report of Shipment- This report should cover the status of the shipment at different stages of pickup and delivery of the shipment.
- b) Monthly performance of SP report for shipment covering details of shipments and deliveries.
- c) Weekly Report on shipments handled.
- d) Consignment and Item-wise charges & GST.

#### 15. Execution of Job:

The successful Bidder/SP must ensure the placement of sufficient manpower, machinery, equipment's & vehicles at the premises of AIESL to ensure the smooth operation of tendered services for pickup and delivery.

#### 16. Requirements of Performance:

- a) All the permissions and Clearances or any other relevant authorization from a competent authority/Government agency shall be obtained by the SP for the execution of this contract at its own cost. Any contingency arising in this respect shall be the responsibility of the SP. Also, the Service provider shall be responsible for any mishap, accident en route, and consequences thereof including legal complications, if any.
- b) The contract as entered between AIESL and the SP shall in no way, nullify, reduce, mitigate, or absolve the parties of any responsibility, obligation, or liability that may devolve upon them under the acts or laws governing such activity.
- c) The SP shall take all due care of consignments while loading/unloading and transportation.
- d) Volumetric weight will be calculated as: FOR SURFACE-  $\frac{\text{Length} \times \text{Breadth} \times \text{Height}}{5000}$   
FOR AIR-  $\frac{\text{Length} \times \text{Breadth} \times \text{Height}}{6000}$
- e) Odd Dimensional shipments will mean:
  - i. The goods which cannot be accommodated in a regular-size Tempo/Truck.
  - ii. The goods which will require additional handling equipment like cranes, forklifts, etc.
  - iii. The goods which exceed the net weight of 250 kg.

#### 17. Compliance with Security regulations

- a) The successful tenderer shall ensure compliance and shall be solely responsible for all the safety and security regulations of AIESL, and local or any other agency associated with airports/airport activity are strictly adhered to and complied with by personnel deployed by the successful tenderer.
- b) The successful tenderer shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies / Legal Authorities including airport authorities with regards to provisions of services.

#### 18. LIQUIDATED DAMAGES / PENALTY:

The AIESL may impose penalties for delays caused in shipping by the carrier unless there were situations

beyond the service provider's control, like strikes, blackouts, curfews, natural disasters, etc. This needs to be mentioned.

- a. The penalty shall be levied for the delayed delivery viz. delivery beyond the period allowed for each station @ 2% per day subject to a maximum of 10% of the invoice value.
- b. The consignments be delivered in original packaging condition, failing which a penalty of 0.5% of the Invoice value would be charged subject to a maximum of 10% of the Invoice value depending upon the degree of the damage to the packaging.
- c. Delivery of heavy and/or odd dimensional goods must be in AIESL-supplied condition and free from any physical damage/s. A penalty of 0.5% of invoice value would be charged subject to a maximum of 10% of the Invoice value depending upon the degree of the damage along with the cost of repair of such damage/s.
- d. Pickup of all AOG shipments must be done within 2 hrs. and to be booked by the first available service (FAS), the same must be delivered to the consignee in 24 hours. In case of any delay in shipments of AOG items, 10% of the freight charge shall be deducted.
- e. For Non-AOG shipments, a penalty shall be levied for the delayed delivery @ 1% per day beyond defined delivery terms at Para 13 of Section B, subject to a maximum of 10% of the total value of one-way freight charge to the concerned destination.
- f. Transition time is allowed as per Para 13 of Section B for calculating the penalty, if any, and will be levied at the discretion of AIESL.
- g. Amount of penalties, if any, shall be deducted from the bills along with the penalty mentioned at sub-para 18. a to 18. f above.

**19. Submission of invoices :**

SP shall submit invoices on monthly basis for service provided to AIESL. A checklist (pickup details, destination details, delivery challan, and transportation request by AIESL) and original documents must be submitted. Any invoice not accompanied by a checklist (pickup details, destination details, delivery challan, and transportation request by AIESL) will not be accepted. Personnel authorized by AIESL will acknowledge receipt of the invoices after due verification of enclosures. Invoices that are returned to SP on account of deficiencies will contain remarks about deficiencies. Chargeable weight is calculated as per gross weight or volumetric weight, whichever is higher will be considered.

**20. Payment of invoices:**

AIESL shall make every effort to examine and arrange payment of invoices within 45 days of receipt of the invoice with all the relevant original supporting documents.

However, a delay in the settlement of payments shall not be accepted as a valid ground for SP to delay the delivery of consignments and/or make any request for advance payment to SP. It is clearly and specifically understood that storage charges incurred on account of delay in delivery of consignments on grounds of delay in payment of invoices will have to be borne by SP. AIESL does not undertake to communicate to SP, reasons for partial or non-admission of one or more claims made in the invoices. The invoices should be submitted as per the agreed tender terms & conditions, clearly with the breakup along with the supporting documents, failing which the invoices will not be considered for payment process until the SP submits the clear and relevant supporting documents.

**21. Continuation of services during pendency of payment of invoices:**

AIESL will make every effort to arrange payment of invoices within 45 days of receipt. If payment is delayed beyond 45 days for any reason, the SP shall NOT STOP transporting consignments and their delivery. SP should have adequate financial standing to continue transport activities during the pendency of payment of invoices.

- 22. Exclusiveness of Contract:**  
It is specifically made clear and understood that this contract shall not vest exclusive rights to the SP to provide services to AIESL during the tenure of this contract.
- Notwithstanding this Agreement, AIESL may handle transportation either on self- transportation basis or may utilize the services of one or more other agencies for obtaining one or more or all and/or such other services enlisted under this contract.
- 23. Point of Contact:**  
The SP will provide a dedicated single point of contact on a 24x7 basis i.e. Name, Designation, Email ID, Mobile No, and escalation matrix for regions and stations mentioned below:
- Hyderabad, Delhi, Mumbai, Thiruvananthapuram, Kolkata & Nagpur
- 24. The expected average volumes of 100 shipments are done monthly across PAN India. 65% of shipments are by surface mode and 35% shipments are by air mode**
- 25** Estimated Tonnage Details per year:-  
**AIR MODE:- 17000 Kgs**  
**SURFACE MODE:- 220000 Kgs**
- 26** Origin of shipment can be anywhere in India. Charges will be calculated based on the categorization of destination cities as given in Para 11. vi) and vii) of Section-B



## SECTION- C

### ELIGIBILITY CRITERIA

**Eligibility criteria will be accessed by AIESL. The confirmation of compliance shall be submitted by the tenderers**

<b>Sl No</b>	<b>Description</b>	<b>AIESL Requirement</b>
1	The tenderer shall have average annual turnover of Rs. 18,00,000 or more of related services during the <b>last three years</b> ending on 31st March 2022. Annual Report (Audited Balance Sheet and Profit & Loss Account) duly authenticated by a Chartered Accountant in India	Must
2	The tenderer shall have experience in handling the dispatch of tools and various types of equipment.	Must
3	The tenderer shall have experience in handling oversize/odd-size consignments.	Must
4	Tenderer agrees to abide by rules/clauses as mentioned in Annexure-B	Must
5	The tenderer shall have their own office in Delhi, Hyderabad, Mumbai, Kolkata and Thiruvananthapuram	Must
6	Tenderer agrees to pay a non-interest bearing security deposit which shall be 5% of the contract value as a security deposit for the period of the contract	Must
7	The tenderer shall agree that the payment will be made against the tenderers invoice submitted on 45 days credit term basis	Must
8	The tenderer shall provide dedicated access for live tracking of AIESL consignments on their website	Must
9	PAN and GST Number	Must
10	The tenderer shall be in the logistics/supply chain/transportation sector having the capability of transportation service done by surface and air pan India	Must
11	The tenderer shall have expertise in handling and transporting Dangerous Goods	Must

### **Technical Bid Evaluation Criteria (TBEC)**

For Bidder to become technically qualified, it is essential to meet the Eligibility criteria. To assess the capability of service providers, who show interest in our selection process, will be evaluated as per Technical Bid Format given in Section-D.

### **Price Bid Evaluation Criteria (PBEC)**

The L1 vendor will be determined as per Section E.

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## SECTION D:

### TECHNICAL BID FORMAT

(To be submitted on Bidder's company letterhead)

*(all pages must be signed and stamped with the company's seal)*

#### A. Bidder's Details

1.	Name of Contract	
2.	Name of the Company/Establishment	
3.	Full Address of Registered Office	
4.	Telephone No./ Mobile No.	
5.	Email address	
6.	Fax Number	
7.	Name of Contact Person	
8.	Name of the person signing the tender	
9.	Phone/Mobile No of the person signing the tender	
10.	Designation of the person signing the tender	
11.	Relationship of the person signing the tender with the bidder	
12.	Name & address of Banker	
13.	RTGS /NEFT Registered form duly signed by Banker to be enclosed	
14.	Details of Earnest Money Deposit (EMD) submitted: i) Name of the Bank, DD/Pay Order No., & Date & Amount	
15.	OR ii) If EMD is paid through Bank Guarantee, the required details are to be given.	
16.	Is the Bid Security Declaration Form (duly filled & signed) attached/ enclosed along with the Technical Bid (for MSME Bidder)	
17	If Bidder is an MSME unit, please specify the details of the MSME registration certificate below:	
	Registration Certificate No.	
	Date of issue	
	Valid up to	
	Services covered under the Registration Certificate	
	Whether the MSE Unit is owned by an SC/ST. If yes, please attach documentary proof to substantiate the castestatus.	

**B. Parameters**  
Bidder's Response

Sr. No.	Parameter	Bidder's Response(Yes/No)
1	The Bidder 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 Bidder should be in the business of Air/courier/post/ surface transportation for the past five years (from April 2018 onwards). To have experience in handling airplane-related parts and materials/ tools/ odd size cargo for the past two years and capable of providing the said services mentioned in Section B.	
3	The tenderer shall have average annual turnover of Rs. 18,00,000 or more of related services during the <b>last three years</b> ending on 31st March 2022. Annual Report (Audited Balance Sheet and Profit & Loss Account) duly authenticated by a Chartered Accountant in India	
4	Has any Director/Partner/Proprietor been convicted at any time by a court of law?	
5	Has your company been Blacklisted by any agency of the airport or elsewhere?	

**C. Branch Office details:**

Station	Office Address	Name of Contact Person	Email ID	Mobile No
Hyderabad				
Delhi				
Mumbai				
Thiruvananthapuram				
Kolkata				

**D. Techno-commercial Bid Form**

SI No	Description	AIESL Requirement	Vendor Response	Document Proof
1	The tenderer shall have average annual turnover of Rs. 18,00,000 or more of related services during the <b>last three years</b> ending on 31st March 2022. Annual Report (Audited Balance Sheet and Profit & Loss Account) duly authenticated by a Chartered Accountant in India	Must	Yes/No	To submit document proof
2	The tenderer shall have the experience of handling the dispatch of tools and equipment.	Must	Yes/No	To submit document proof
3	The tenderer shall have experience in handling oversize/odd-size consignments.	Must	Yes/No	To submit document proof
4	Tenderer agrees to the general terms and conditions as mentioned in Annexure-B	Must	Yes/No	To confirm

5	The tenderer shall have their own office in Delhi, Hyderabad, Mumbai, Kolkata and Thiruvananthapuram.	Must	Yes/No	To submit document proof
6	Tenderer agrees to pay a non-interest bearing security deposit which shall be 5 % of the contract value as a security deposit for the period of the contract	Must	Yes/No	To confirm
7	The tenderer shall agree that the payment will be made against the tenderers invoice submitted on 45 days credit term basis	Must	Yes/No	To confirm
8	The tenderer shall provide dedicated access to live track AIESL consignments on web portal	Must	Yes/No	To confirm
9	PAN and GST Number	Must	Yes/No	To submit document proof
10	The tenderer shall be in the logistics/supply chain/transportation sector having the capability of transportation service done by surface and air pan India	Must	Yes/No	To confirm and submit document proof
11	The tenderer shall have expertise in handling and transporting Dangerous Goods	Must	Yes/No	To confirm and submit document proof

**E. Details of air/surface shipments handled during last 2 years together with a copy of contract/ way Bills/invoices of clients)**

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

**F. For any other information which the bidder may like to furnish, a separate sheet may be enclosed. In support of the above information self-attested copies of all Documents, wherever required be enclosed.**

Authorized Signatory:

Name of Signatory \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

Seal of Company

Place: \_\_\_\_\_

Date: \_\_\_\_\_

*(to be printed, signed & stamped on the Bidder's Letterhead)*

To,

Dy. General Manager  
Production Planning & Materials Management,  
AI ENGINEERING SERVICES LIMITED (A.I.E.S.L)  
Safdarjung Airport  
New Delhi - 110037

**UNDERTAKINGS:**

In response to the fulfillment of the requirement for eligibility to bid for Tender No. AIESL/PPMM/16/230542  
**Tender for logistics service provider for transportation of company goods of AIESL:**

- 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 a 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 that the information given in the tender is true and correct to the best of my knowledge and belief and that 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: \_\_\_\_\_

## SECTION-E

### PRICE BID FORMAT

(To be submitted on Bidder's company letterhead)

(all pages must be signed and stamped with the company's seal)

**Tender No:** AIESL/PPMM/16/230542

**Tender Name:** Tender for logistics service provider for transportation of company goods of AIESL

**Table 1. Rates for logistics services in INR per Kg except for slab of upto 10 Kgs for which rates are fixed**

<b>SHIPMENT BY ROAD</b>										
<b>Table 1.</b>	Weight of consignment/zone	Southern Region (i)	Northern Region (ii)	Eastern Region (iii)	Western Region (iv)	Metro Cities (v)	Special Sectors (vi)	Total A=(i to vi)	Weightage (B)	Amount (A * B)
	Fixed Rate upto 10 Kg									
<b>a</b>	Upto 10 kgs (Rate upto 10Kg is fixed but price quoted =Rate /10)								0.32	
<b>b</b>	>10 kgs - 30 Kgs								0.21	
<b>c</b>	>30 kgs -70kgs								0.10	
<b>d</b>	>70 kgs -100kgs								0.04	
<b>e</b>	>100 kgs – 300 kgs								0.09	
<b>f</b>	>300 kgs - 700kgs								0.09	
<b>g</b>	>700 kgs - 1000 kgs								0.08	
<b>h</b>	>1000 kgs- 2500 kgs								0.05	
<b>i</b>	Above 2500 kgs								0.02	
									<b>Total (C)</b>	

**Table 2. Rates for logistics services in INR per Kg except for slab of upto 10 Kgs for which rates are fixed**

<b>SHIPMENT BY AIR</b>										
<b>Table 2.</b>	Weight of consignment/zone	Southern Region (i)	Northern Region (ii)	Eastern Region (iii)	Western Region (iv)	Metro Cities (v)	Special Sectors (vi)	Total A=(i to vi)	Weightage (B)	Amount (A * B)
	Fixed Rate upto 10 Kg									
<b>a</b>	Upto 10 kgs (Rate upto 10Kg is fixed but price quoted =Rate /10)								0.55	
<b>b</b>	>10 kgs - 30 Kgs								0.21	
<b>c</b>	>30 kgs -70kgs								0.09	
<b>d</b>	>70 kgs -100kgs								0.03	
<b>e</b>	>100 kgs – 300 kgs								0.07	
<b>f</b>	>300 kgs - 700kgs								0.02	
<b>g</b>	>700 kgs to 1000 kgs								0.01	
<b>h</b>	>1000 kgs- 2500 kgs								0.01	
<b>i</b>	Above 2500 kgs								0.01	
									<b>Total (D)</b>	

<b>Total (E)</b> <b>(Shipment by Air + Shipment by Road)</b> <b>(C + D)</b>	
---	--

Kindly quote your price bid for Table- 3. Rates for Table -3 will not be considered for the calculation of L-1

Table 3	<u>Dangerous Goods Handling Charges</u>	
	Air Shipments	Road Shipments
Charges		

Note:

- a) Lowest Bidder will be awarded on the calculation of TOTAL ( E )
  - b) There will be a single service provider appointed for both activities i.e Air Shipments & Road Shipments.
  - c) The expected average volumes of 100 shipments are done monthly across PAN India. 65% of shipments are by surface mode and 35% shipments are by air mode.
  - d) **Estimated Tonnage Details per Year:-**  
**AIR MODE:- 17000 Kgs**  
**SURFACE MODE:- 220000 Kgs**
  - e) Kindly quote for all items and no column/field shall be left blank.
  - f) Odd dimensional shipments will be calculated by volumetric weight:  
FOR SURFACE-  $\frac{\text{Length} \times \text{Breadth} \times \text{Height}}{5000}$   
FOR AIR-  $\frac{\text{Length} \times \text{Breadth} \times \text{Height}}{6000}$
- Note: Odd Dimensional shipments will mean:
- i. The goods which cannot be accommodated in a regular-size Tempo/Truck.
  - ii. The goods which will require additional handling equipment like cranes, forklifts, etc.
  - iii. The goods which exceed the net weight of 250 kg.
- g) **Rates:** The above rates shall be as follows:
    - (i) Inclusions: The above rates are inclusive of all the costs & expenses including cost of labor, forwarding charges, storage, freight charges, loading, and unloading charges.
    - (ii) Exclusions: The GST is excluded and will be paid/ reimbursed as per prevailing GST rules on the production of receipt as proof of payment as per the GST regime.
    - (iii) Charges will be calculated on the basis of the categorization of destination cities as given in Section B Para 11 vi) and vii).
  - h) All arithmetic errors will be treated as per Section-A, Para 40 xix, xx, xxi ,xxii, xxiii
  - i) **Rates at Table-1a) and Table-2 a) will be the fixed charge for the consignment weighing up to 10 KG. There is no restriction/capping on the distance for these consignments.**
  - j) Charges quoted for Table-3 will not be considered for the calculation of L-1.

Signature of Authorized Signatory \_\_\_\_\_

Date: \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Place: \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

Company Seal \_\_\_\_\_

## SECTION- F

### CHECKLIST

SI No	Description	SPECIFY YES/ NO
1	The tenderer shall have average annual turnover of Rs. 18,00,000 or more of related services during the <b>last three years</b> ending on 31st March 2022. Annual Report (Audited Balance Sheet and Profit & Loss Account) duly authenticated by a Chartered Accountant in India Certificate duly signed by the chartered accountant to be submitted.	
2	The tenderer shall have experience in handling the dispatch of tools and various types of equipment.	
3	The tenderer shall have experience in handling oversize/odd-size consignments.	
4	Tenderer agrees to abide by rules/clauses as mentioned in Annexure-B	
5	The tenderer shall have their own office in Delhi, Hyderabad, Mumbai, Kolkata and Thiruvananthapuram	
6	Tenderer agrees to pay a non-interest bearing security deposit which shall be 5 % of the contract value as a security deposit for the period of the contract	
7	The tenderer shall agree that the payment will be made against the tenderers invoice submitted on 45 days credit term basis	
8	The tenderer shall provide dedicated access for live tracking of AIESL consignments on web portal	
9	PAN and GST Number	
10	The tenderer shall be in the logistics/supply chain/transportation sector having the capability of transportation service done by surface and air pan India	
11	The tenderer shall have expertise in handling and transporting Dangerous Goods	
12	All pages of the tender documents are signed and stamped	
13	Acceptances of terms and condition and undertaking signed and stamped	
14	EMD/Bid Security Declaration (In case of MSME) attached	
15	Technical Bid (Envelope-1) in sealed condition	
16	Price Bid (Envelope-2) in sealed condition	
17	Master Envelope (Envelope-3) in sealed condition containing Technical Bid (Envelope-1) and Price Bid (Envelope-2)	

Authorized Signatory:

Name of Signatory \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

Seal of Company

Place: \_\_\_\_\_

Date: \_\_\_\_\_

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

To,  
Dy. General Manager  
Production Planning & Materials Management,  
AI ENGINEERING SERVICES LIMITED (A.I.E.S.L)  
Safdarjung Airport  
New Delhi - 110037

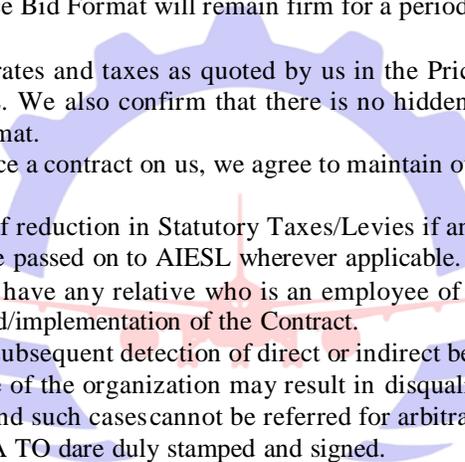
**Tender Ref : AIESL/PPMM/16/230542**

**Due Date : 25<sup>th</sup> October,2023 on or before 1400 hrs**

**Tender for logistics service provider for transportation of company goods of AIESL.**

**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 90 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 a contract on us, we agree to maintain our quoted rates firm till the 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 beneficiaries 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 A TO D are duly stamped and signed.

  
AIESL  
AI ENGINEERING SERVICES LIMITED

Signature of Authorized Signatory \_\_\_\_\_

Date: \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Place: \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

Company Seal \_\_\_\_\_

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

To,  
Dy. General Manager  
Production Planning & Materials Management,  
AI ENGINEERING SERVICES LIMITED (A.I.E.S.L)  
Safdarjung Airport  
New Delhi - 110037

**UNDERTAKING FROM BIDDERS**

**Tender Ref : AIESL/PPMM/16/230542**

**Due Date : 25<sup>th</sup> October,2023 on or before 1400 hrs**

**Tender for logistics service provider for transportation of company goods of AIESL.**

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 beneficiaries 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.

Date: \_\_\_\_\_

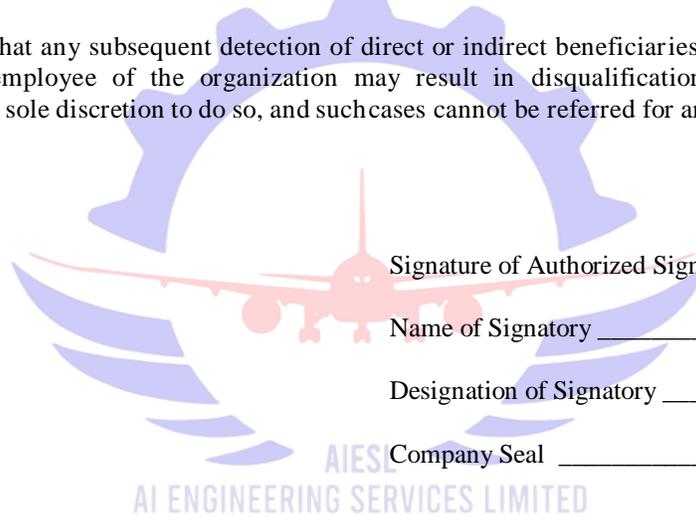
Place: \_\_\_\_\_

Signature of Authorized Signatory \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

Company Seal \_\_\_\_\_



To,  
Dy. General Manager  
Production Planning & Materials Management,  
AI ENGINEERING SERVICES LIMITED (A.I.E.S.L)  
Safdarjung 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..... dated ..... to supply (description of services) (hereinafter 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 ..... 2022.

(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. General Manager  
Production Planning & Materials Management,  
AI ENGINEERING SERVICES LIMITED (A.I.E.S.L)  
Safdarjung Airport  
New Delhi - 110037

**Tender Ref :** AIESL/PPMM/16/230542

**Due Date :** 25<sup>th</sup> October,2023 on or before 1400 hrs

**Tender for logistics service provider for transportation of company goods of AIESL.**

Subject: Authorization for attending bid opening Tender No.

Closing Date:

Opening Date \_\_\_\_\_ Opening Time \_\_\_\_\_

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.				

(Must be signed by any key managerial personnel or an officer of the company duly authorized by the Director/ Partner/ Proprietor in this behalf).

Signature of Authorized Signatory \_\_\_\_\_

Date: \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Place: \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

Company Seal \_\_\_\_\_

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 the bid opening well intime.
4. The authorized representatives must carry a valid photo identity.

**SECURITY DEPOSIT LETTER**

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

To,

Dy. General Manager  
Production Planning & Materials Management,  
AI ENGINEERING SERVICES LIMITED (A.I.E.S.L)  
Safdarjung Airport  
New Delhi - 110037

**Tender Ref : AIESL/PPMM/16/230542**

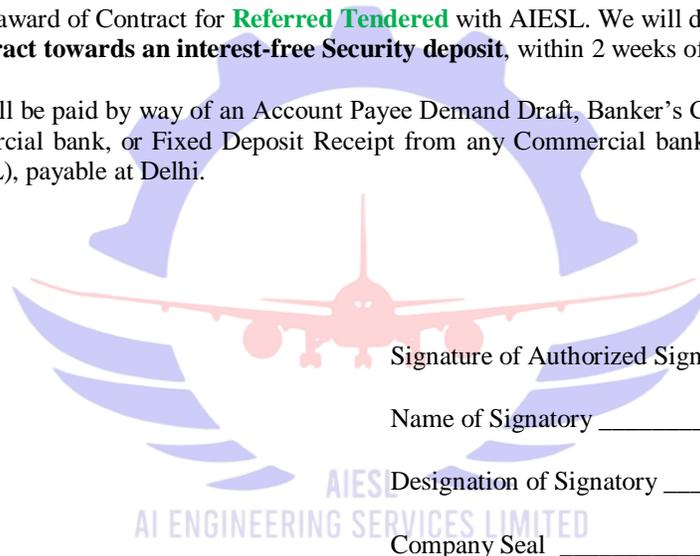
**Due Date : 25<sup>th</sup> October,2023 on or before 1400 hrs**

**Tender for logistics service provider for transportation of company goods of AIESL.**

I/We, the undersigned declare that:

After qualifying for the award of Contract for **Referred Tendered** with AIESL. We will deposit **5% (Five percent) of the total value of the Contract towards an interest-free Security deposit**, within 2 weeks of receipt of the Contract.

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



Signature of Authorized Signatory \_\_\_\_\_

Date: \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Place: \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

Company Seal \_\_\_\_\_

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS INSTEAD OF EMD  
(Applicable for MSME Bidders only)**

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

To,  
Dy. General Manager  
Production Planning & Materials Management,  
AI ENGINEERING SERVICES LIMITED (A.I.E.S.L)  
Safdarjung Airport  
New Delhi - 110037

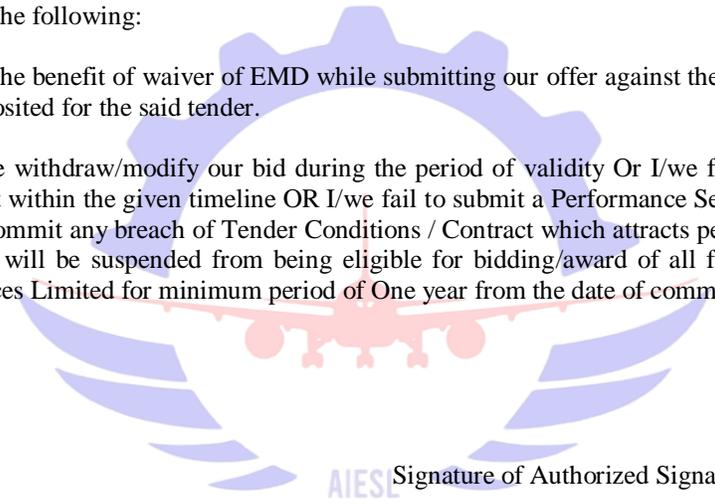
**Tender Ref : AIESL/PPMM/16/230542**

**Due Date : 25<sup>th</sup> October,2023 on or before 1400 hrs**

**Tender for logistics service provider for transportation of company goods of AIESL.**

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. I/we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD is 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 a 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.



Date: \_\_\_\_\_

Signature of Authorized Signatory \_\_\_\_\_

Place: \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

Company Seal \_\_\_\_\_