

**Tender No. AIESL/PPMM/22-23/RFP/22238**

**Date: 21-03-2023**

Office Address:  
Deputy General Manager -Engineering,  
Production Planning & Material Management,  
A320 Avionics Complex,  
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Tender No.: AIESL/PPMM/22-23/RFP/ 22238  
Date: 21.03.2023

Tender inviting Quotations for Components support Program (CSP) for Airbus  
A320 family Aircraft (A319/A320/A321).

**Name & Address of the Bidder**

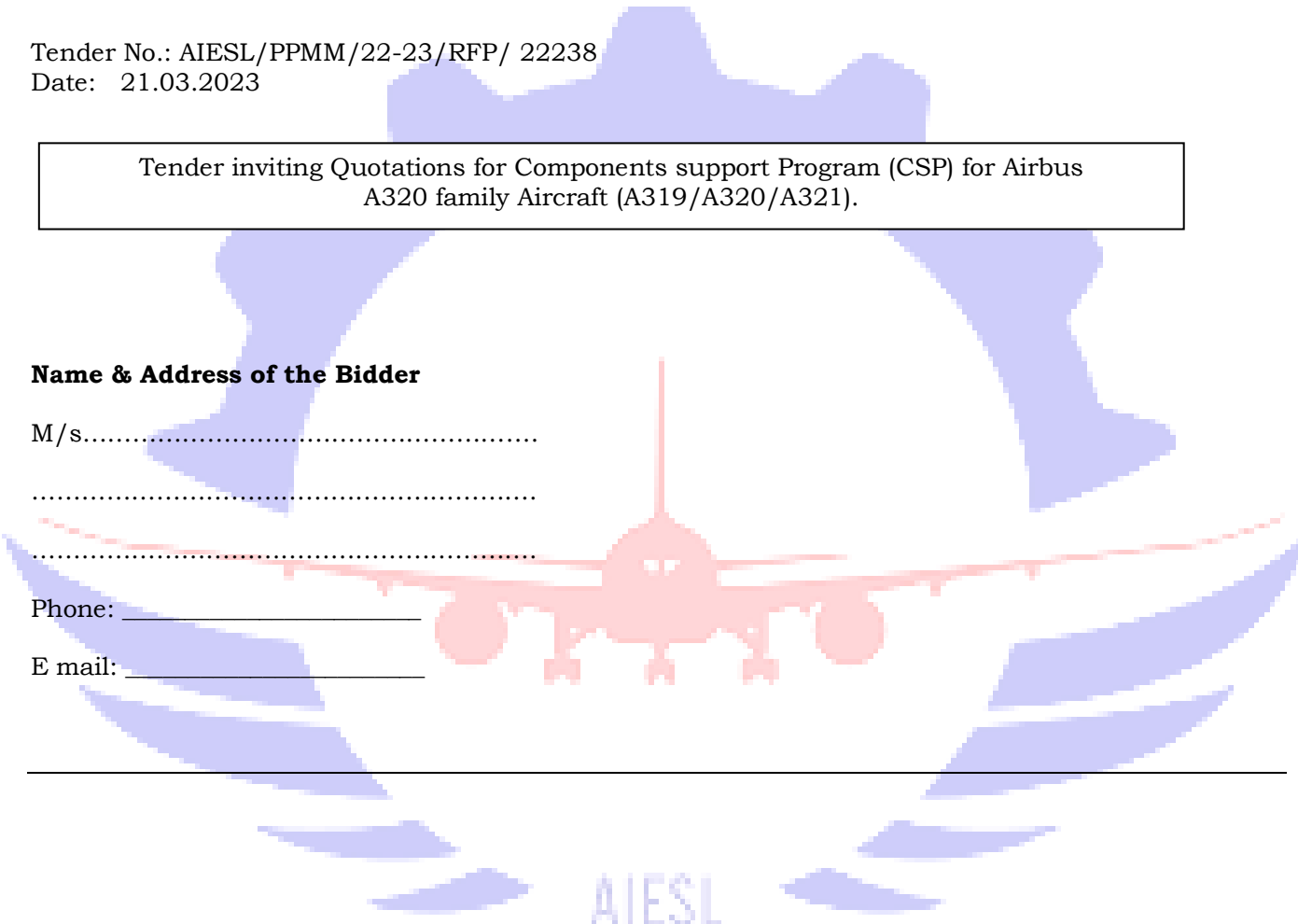
M/s.....

.....

.....

Phone: \_\_\_\_\_

E mail: \_\_\_\_\_



**AIESL**  
**AI ENGINEERING SERVICES LIMITED**  
AI Engineering Services Limited,  
GST # 07AAFCA9618L2Z9  
PAN # AAFCA9618L

Tender No. AIESL/PPMM/22-23/RFP/22238

Date: 21-03-2023

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

AIESL  
AI ENGINEERING SERVICES LIMITED

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**Section-I**

**Notice Inviting Tender**

Tender No	AIESL/PPMM/22-23/RFP/22238
Title	Proposal for Component Support Program (CSP) for Airbus A320 Family Aircraft (319/A320/A321)
Tender Issuer	AI Engineering Services Limited (AIESL)
Tender Document Uploading Date	21 <sup>TH</sup> MARCH 2023
Last Date of Submission of Bids	11 <sup>TH</sup> APRIL 2023 1300 HRS
Pre-Bid Meeting	29 <sup>th</sup> MARCH 2023 1100 HRS (ONLINE LINK BE SHARED)
Place Of Submission, Pre Bid Meeting & Opening Of Bids	Office Of Dy. G.M. (E-PPMM), AI Engineering Services Limited, A320 New Avionics Complex, Delhi, 110037. Landmark: Gate No.6 Cargo Terminal 2 Delhi.
Date Of Technical Bid Opening	11 <sup>th</sup> APRIL 2023 1400 HRS
Date Of Price Bid Opening	Will Be Communicated To Successfully Qualified Technical Bidders

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

Email [-aieslpurchase.nr@aiesl.in](mailto:-aieslpurchase.nr@aiesl.in)

Telephone: +91-11-25653263 (Direct)

(General Manager-Engg.)  
AI Engineering Services Limited

AIESL  
AI ENGINEERING SERVICES LIMITED

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## Section- II

## Disclaimer

1. The information contained in this tender document (hereinafter referred to as the “Tender”) or and any information pertaining to the aforesaid subject matter provided subsequently to the applicants/bidders in any form by AIESL – AI Engineering Service Limited (hereinafter referred to as “AIESL”) shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AIESL prior to award of the tender.

2. The purpose of this tender is to provide all bidders with the information that may be useful to them in the formulation of their proposals/bids (hereinafter referred to as “BID(S)”) in response to this tender. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AIESL do not purport to contain exhaustive /all the information on the aforesaid subject matter that each applicant may require for the purpose of submitting their bids.

3. Each bidder should, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this tender and shall obtain independent advice from appropriate sources at no cost to AIESL.

4. The information provided in this tender to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AIESL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

5. AIESL also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance by any applicant/bidder upon the statements contained in this tender.

6. AIESL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender, from time to time till the close date of the tender.

7. The tender does not imply that AIESL is bound to select a bidder or to appoint the selected bidder and AIESL reserves the right to reject all or any of the bids without assigning any reason whatsoever at any time.

8. The bidder shall bear all its costs associated with or relating to the preparation & submission of its bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIESL, or any other costs incurred in connection with or relating to in bids. All such costs and expenses shall remain with the bidder and AIESL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation for submission of the bid, regardless of the conduct or outcome of the bid selection process as contained herein.

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### Section-III

### Introduction

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

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

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

#### 4.1 Vision & Mission

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

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## Section-IV Preamble and Abbreviations

### 4.1 Preamble

AIESL is interested in selection of reputed service provider for Component support Program (CSP) for Airbus A320 family Aircraft (A319/A320/A321).

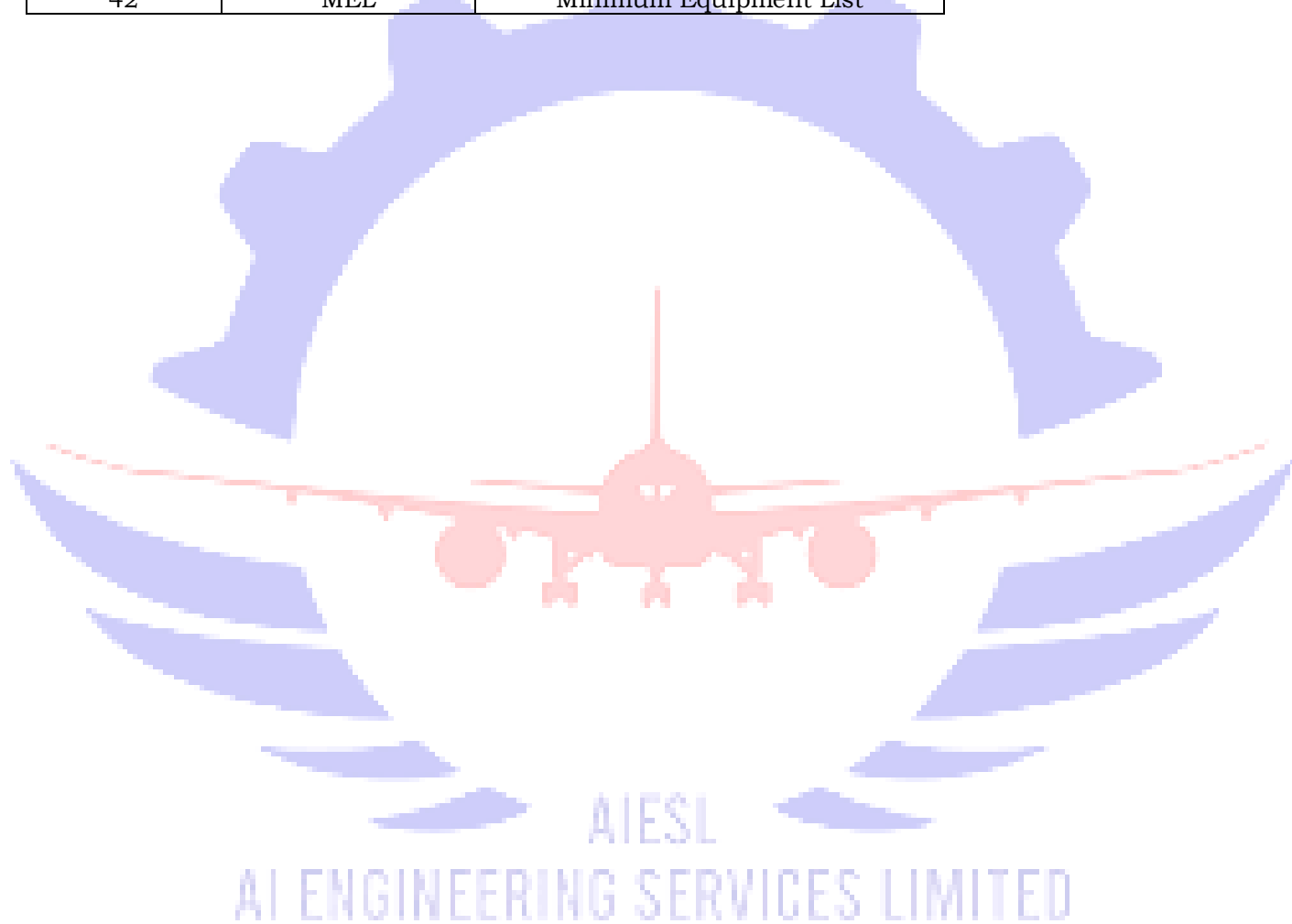
### 4.2 Abbreviations

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

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32	AD	Airworthiness Directive
33	ADF	Acceptable deferred Defect
34	AMC	Annual Maintenance Contract
35	AMM	Aircraft Maintenance Manual
36	AMP	Aircraft maintenance Program
37	USD	United States Dollar
38	EASA	European Aviation safety agency
39	MBK	Main Base Kit
40	MLP	Manufacturer List Price
41	AOG	Aircraft on Ground
42	MEL	Minimum Equipment List



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## **Section-V Instruction to Bidder**

### **5.1 General Instructions**

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

The Tender Document comprises of documents listed below:

Section I – Notice Inviting Tender.  
Section II – Disclaimer.  
Section III – Introduction  
Section IV –Preamble and Abbreviation.  
Section V- Instruction to bidder.  
Section VI- Scope of Work.  
Section VII- Bid Evaluation and Eligibility criteria.  
Section VIII- General Condition of Contract.  
Section IX- Special Condition of Contract.  
Section X- List of CSP /MBK items  
Section XI – Service Level  
Section-XII - Forms and Formats.

### **5.2 Instructions for bid submission:**

General Manager-Engineering invites bids Manual/Hard copy bids under Two Bid System (Technical Bid & Financial Bid) for seeking Proposal of Components support Program (CSP) for A320 family Aircraft (A319/A320/A321) in complete accordance with this tender document for a period of **two years extendable by further one year** with same terms & conditions after mutually agreed by both parties.

#### **Envelope 1 – Technical Bid**

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

Envelope 1-Technical Bid must contain following:

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

#### **Envelope 2 – Financial Bid**

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

Envelope 2-Financial Bid must contain following:

Signature & Stamp of bidder



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

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

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

"Tender for invitation of **Proposal for Components support Program (CSP) for A320 family Aircraft (A319/A320/A321)**" along with Tender name. Bidder name, mailing address, contact no and E-mail-id should be mentioned on the Master Envelope i.e., Envelop-3.



**Section-VI**

**Scope of Work**

Signature & Stamp of bidder

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AIESL intends to get the component support program (CSP) of critical or High frequency replaceable Components/Rotables on A320 family aircraft (A319/A320/A321) from potential bidders through formation and positioning of Main base kit (MBK) initially at AIESL facility and then by providing component maintenance support for un-serviceable components on Time & Material (T&M) basis.

**Note: -**

- 1) MBK issued items shall be utilized on Indian Commercial Operator's aircraft or commercial aircraft owned by Indian Airforce / other government agencies of India.
- 2) However, it shall not be utilized on Aircraft which are being used in US/UK/UN/India sanctioned countries.
- 3) AIESL shall have exclusive & sole control on MBK items.
- 4) Warehouse for MBK items shall be managed and controlled by AIESL.
- 5) Suitable manpower for MBK items warehouse shall be provided by Bidder.

**Salient points are: -**

**1) Positioning, maintenance and replenishment of CSP/MBK at AIESL-NAC -IGIA Terminal-2 -New Delhi which must have Components as per Section-X.**

AIESL Responsibility: -

- a) To provide warehouse space for MBK items at AIESL-NAC -IGIA Terminal-2 -New Delhi.
- b) To manage and control MBK warehouse as per DGCA/EASA/FAA Regulatory requirements. It may include keeping items in controlled, segregated, secure, lockable, insured storage area, separated from all other assets.
- c) To pay Custom Duties and applicable taxes in New Delhi.

Bidder Responsibility: -

- a) Shipment and positioning of MBK at AIESL-NAC -IGIA Terminal-2 -New Delhi (INCOTERM- DAP)
- b) Provisioning of manpower for upkeeping MBK in airworthy condition during all the times as per regulatory (EASA/FAA/DGCA), OEM and Airbus requirement.
- c) This manpower shall follow the instructions of AIESL. It may include but not limited to the extent of issuance of MBK item as and when required during contract period, maintain MBK as per regulatory requirement etc.
- d) To provide Customer service support to AIESL through 24/7 AOG help desk.
- e) Bidder to carry out joint receipt Quality inspection along with AIESL Engineer for incoming items which are going to be part of MBK.

**2) Issuance of Component from MBK**

AIESL Responsibility: -

- a) Nil.

Bidder Responsibility: -

- a) To issue item from MBK with in or maximum 30 minutes to AIESL after receiving request from AIESL through acceptable communication medium as agreed.
- b) Life expired item shall not be issued from MBK.
- c) Issued components should have minimum 75% residual life at the time of issuance.
- d) Serviceable Component, being issued, shall be accompanied with EASA form 1 / FAA 8130 /DGCA CA Form 1 Serviceable tag, Non incident report, back to birth traceability, TSN, CSN, TSO, CSO, Current FH & FC details etc along with shop finding report, wherever as applicable.
- e) Component being issued, should have compliance of all AD/SBs at that time.
- f) Item shall be issued from MBK with warranty of minimum 06 months.

**3) Reporting, Dispatching /shipping of unserviceable components, removed due to on wing un-serviceability and components removed as per Airbus Maintenance planning document (MPD) requirements, to Bidder's EASA/FAA/DGCA/OEM/OEM approved Repair shop.**

AIESL Responsibility: -

- a) To report Bidder's Customer service desk for issuance of item from MBK warehouse.
- b) To collect serviceable component along with all supporting documents from MBK Warehouse.
- c) To return/handover un-serviceable component to MBK warehouse along with un-serviceable tag with in or maximum two working day of collecting serviceable component from MBK warehouse.
- d) AIESL can also arrange transportation of defective component to Bidder's Repair facility in either India or foreign location on Bidder's request, if possible, and as mutually agreed at that time otherwise the prime responsibility for shipping will be of Bidder.
- e) If AIESL agrees to arrange shipment of un-serviceable component from AIESL-New Delhi to Bidder's EASA/FAA/DGCA/OEM/OEM approved Repair shop, expenses occurred in total shipment shall be billed to Bidder on actual basis after adding actual transportation cost, custom duties and applicable tax, door delivery charges and AIESL Handling @ 10% of total billing amount.
- f) Each party will pay its own taxes.

Bidder Responsibility: -

- a) To issue MBK items as per procedure mentioned above in point no. 2
- b) To arrange transportation of defective component to its Repair facility (EASA/FAA/DGCA/OEM/OEM approved Repair shop) on Door-to-Door basis if AIESL is not undertaking such transportation work.
- c) Each party will pay its own taxes.

**4) Repair, overhaul, modification, and warranty management of unserviceable components removed due to on wing un-serviceability and components removed as per Airbus Maintenance planning document (MPD) requirements, on time and material basis.**

AIESL Responsibility: -

- a) AIESL shall accord its approval for either Repair or overhaul or BER towards unserviceable component.

Bidder Responsibility: -

- a) To provide repair Quote and overhaul Quote and BER charges to AIESL on time and material basis (T&M) on company formal letter head. Quote shall have clear mentioning of Manhour cost, material cost, shop finding report.
- b) Quote once approved by AIESL shall not be revised by Bidder.
- c) To replenish MBK items with in or maximum 14 working days of lead time after issuance of corresponding component from MBK.
- d) In case, if it is not possible to replenish MBK item within above time frame by the repaired unit then alternate arrangement in the form of Exchange unit to be done by Bidder and cost for all such arrangement shall be borne by Bidder only.
- e) To submit final invoice to AIESL as and when possible.

**5) For components not covered in MBK inventory.**

AIESL Responsibility: -

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- a) To report Bidder's Customer service desk for issuance of item from Bidder's pooling inventory or repair shop on loan basis to AIESL.
- b) AIESL will arrange collection of items from Bidder inventory location in case if AIESL agrees to take it on loan basis.
- c) AIESL will return the loaned unit to Bidder in its inventory location from where it was originally collected.
- d) Each party will pay its own taxes.

Bidder Responsibility: -

- a) Bidder shall explore loan giving possibility of reported component from either its pooling inventory or any third-party company and will submit loan charges & Term and condition to AIESL in fastest lead time.
  - b) Bidder may release loan item from its inventory location to AIESL in case if AIESL agrees to take it on loan basis.
  - c) Each party will pay its own taxes.
- 6) Bidder shall ensure to keep and replenish the MBK/CSP items as and when required as per Service Level and as mentioned in Section-X as per MBK list and Qty. It may include replenishment of MBK item with in lead time of 14 days after issuance of corresponding component from MBK.**
- 7) Each party to ensure that insurance arrangement is in place for the full replacement /Exchange/MLP value till the item is in its custody.**
- 8) No fee for early termination of contract by both parties as mutually agreed.**
- 9) After expiry/end /termination of contract, MBK items shall be returned to Bidder through INCO TERM – FCA at IGIA, Terminal-II, New Delhi.**
- 10) If need arise during the contract period to modify the line-item list of existing MBK (in both ways, either reduce the line item or increase the line items), Provision should be there for such modification.**

AIESL Responsibility: -

- a) AIESL will provide the list of Items which needs to be add or remove from MBK list.
- b) AIESL will discuss the proposal with Bidder in terms of percentage of MLP.
- c) AIESL shall provide approval for proposal, other condition of contract will remain same.

Bidder Responsibility: -

- a) Bidder will submit its proposal to AIESL of costing towards adding or removing MBK item.
- b) After receiving AIESL approval, Bidder shall make the positioning of items in MBK as per modification approved.

## Section-VII Bid Evaluation and Eligibility Criteria

**Tender No. AIESL/PPMM/22-23/RFP/22238**  
**7.1 Pre-Qualification Criteria**

**Date: 21-03-2023**

- a) The invitation for bids is open to all entities registered in India or in foreign country who fulfil prequalification criteria as specified below.
- b) Bidders declared ineligible by AIESL to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- c) Bidders, whose Bid security was forfeited by AIESL on serious/grave grounds i.e., submission of false/forged/tampered/fabricated/manipulated documents / information on any occasion during last five years from the date of issue of RFP, shall not be qualified.
- d) Breach of general or specific instructions for bidding, general and special conditions of contract with AIESL during the past 5 years may make a firm ineligible to participate in the bidding process.

**Bidder is required to fill compliance box in Pre-Qualification Bid Format and submit it along with documentary proof. (Reference to Section-XII -Form & Format)**

S No	Criteria	Documentary proof to be submitted	Compliance (Yes/No)
1	The Bidder should be a company registered either in India or in foreign country. The Bidder should be operational for at least last three financial years as of 31st Jan 2023 as evidenced by the Certificate of Incorporation and /or Certificate of Commencement of Business issued by the Registrar of Companies, India.	Certificate of Incorporation issued by the Registrar of Companies of India or foreign country	
2	The Bidder should not have been blacklisted by AIESL or by any state/central Government institution or any Public Sector unit.	Undertaking by Bidder	
3	The Bidder should have an annual turnover of USD 1000,000 (if Foreign Company) or Approx. 8 Crores or more (if Indian Company) in last three financial years (each year) ending 31st Jan 2023 as evidenced by the audited accounts of the company.	1) Duly certified statement from auditor for the last 3 financial years indicating the turnover during these years 2) ITR and profit loss sheet with computation	
4	The Bidder should have accreditation either from institutions such as Society of Automotive Engineers (SAE) or International Organization for Standardization (ISO) or American National Standards Institute (ANSI) or Airline Suppliers Association (ASA) or similar or equivalent program guideline / regulations stipulated by their National Regulatory Authority or approved supplier /Repair Agency/ Partner/OEM from	Certificate from respective authority as mentioned in front column	

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	FAA/EASA/DGCA/Airbus.		
<b>5</b>	The bidder should have engaged in supplying and providing similar services to reputed airline/operator during last 3 years	Work order and / or completion certificate / client satisfaction letter	

After short listing of bidder based on eligibility criterion, the technical bid will be evaluated by evaluation committee set-up by AIESL.

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

## 7.2 Technical Evaluation Criteria

- 1) Bidder must be in the Global Aviation business and supporting reputed National/International Airlines at least for the last three years.
- 2) The Bidder should have accreditation either from institutions such as Society of Automotive Engineers (SAE) or International Organization for Standardization (ISO) or American National Standards Institute (ANSI) or Airline Suppliers Association (ASA) or similar or equivalent program guideline / regulations stipulated by their National Regulatory Authority or approved supplier /Repair Agency/ Partner/OEM from FAA/EASA/DGCA/Airbus.
- 3) Bidder must be able to provide/ position CSP/MBK items as per Section-X at AIESL-NAC -IGIA Terminal-2 -New Delhi with INCOTERM- DAP.
- 4) Bidder must be able to provide repair/overhaul support for unserviceable Components of A320 series family aircraft (A319/A320/A321) from DGCA/FAA/EASA approved Repair shops within lead time as mentioned in Work Scope (Section-VI).
- 5) Serviceable Component should accompany EASA form 1 / FAA 8130 /DGCA CA Form 1 Serviceable tag, Non incident report, back to birth traceability, TSN, CSN, TSO, CSO, Current FH & FC details etc along with shop finding report, wherever as applicable.
- 6) Bidder should have tie up with reputed freight forwarder / Insurance companies at backend for providing uninterrupted support to AIESL.
- 7) The bidder should have engaged in supplying and providing similar services (PBH/CSP/MBK) to reputed airline/operator during last 3 years. Bidder is required to enclose necessary documents ( Work order and / or completion certificate / client satisfaction letter ) in this regard.

## 7.3 Financial Evaluation Criteria

**7.3.1 )** Financial bid of the bidder shall be opened and evaluated for acceptability including deviations if any. Any major deviation from pre-qualification criteria or financial bid criteria may lead to the rejection of the bidder. AIESL reserves the right to accept or reject bidders in such cases. The financial bids shall be opened of only those bidders who have been found to be technically eligible.

**7.3.2 )** Total business volume is expected to take place for approx.. USD 1,000,000 per year. It is an assumption and actual data may differ from this figure.

**7.3.4 )** Total Cost of Ownership (TCO) shall be arrived at by adding the final values as per the below formula:

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- 1) Monthly Fee for positioning, maintaining, replenishment of CSP/MBK items, list as per Section-X - \_\_\_\_\_USD (\$)
- 2) Manhours (MH) rate for providing Repair /Overhaul support for unserviceable Components of A320 family aircraft (A319/A320/A321) on Time & Material basis. It should remain fixed for entire contract duration. \_\_\_\_\_USD (\$)

	Bidder - 1	Bidder- 2	Bidder- 3
Monthly fee (USD)			
Manhour rate (USD)			

**For example**

S/N	Description	Bidder - 1	Bidder -2	Bidder - 3
1	Monthly fees (USD)	28000	27000	27500
2	Man Hour Rate (USD)	55	53	58
3	<b>Man Hour Ratio</b>	9.636	10.00	9.138
4	<b>Monthly Cost to (MH)Ratio</b>	2905.77	<b>2700.00</b>	3009.41

**Step-1) Computation of the Man-hour Ratio at S/N-3** = Ratio of minimum quoted (MH) rate to other Bidders MH rate and then multiply it by 10 or as given below

$$\text{Man-Hour Ratio} = \frac{\text{Min MH} \times 10}{\text{MH}}$$

**Step-2) Computation of Monthly cost to MH Ratio at S/N-4** = Ratio of Monthly fees to MH Ratio as computed in Step-1 or as given below

$$\text{Monthly Cost to MH Ratio} = \text{Monthly fees} / \text{MH Ratio}$$

**Successful Bidder shall be one who owns lower Monthly Cost to MH Ratio (as calculated in Step-2)**

**Since, Bidder 2 has emerged Lowest bidder as per the above formula so, Bidder 2 in this case is successful Bidder.**

**7.3.5 )** Bidder is also required to provide following rates. However, these rates shall not be counted for qualifying of Lowest Bidder for this tender but may be used in future for seeking support from Successful bidder for A320 series family aircraft.

- 1) Exchange Rate of Unserviceable component with Serviceable component as percentage of Manufacturer List Price (MLP) - **% of MLP**
- 2) Loan Rate as percentage of Manufacturer List Price (MLP) per day in case of requirement of Components which are not listed in MBK/CSP kit Section-X - **% of MLP**
- 3) Fee as percentage of MLP for addition/Removing of items from or into MBK list - **% of MLP**

## **Section-VIII General Condition of Contract**

### **8.1 General terms of Tender**

1. Bidders must submit the Pre-Qualification, Technical and Commercial bid in two-part bidding process i.e., Technical-bid and Financial Bid through manual or hard copies. The complete tender can be downloaded from AIESL's official website <https://aiesl.in>
2. Bids received through fax and / or e-mail/ or in person will not be considered.
3. Tenders received after due date / time shall not be considered.
4. Bids received late, or bids that are incomplete or those, which are not in the prescribed format, are liable to be outrightly rejected.
5. Bids should be neatly filled / typed, all pages duly numbered, duly signed and stamped on every page by an authorized signatory of the bidder. Unsigned Bids will be rejected.
6. The rates quoted in the Financial Bid should be clearly typed / written in figures and words free from over typing or over writing. The corrections, if any, must be authenticated by the full signature of the person, who has signed the bid.
7. The financial bids should be submitted in currency of United states Doller (USD) only.
8. Conditional discounts / credits, if any, shall not be given any consideration in the evaluation.
9. AIESL reserves the right to accept or reject, in whole or in part, any of the bids, without assigning any reason whatsoever at any stage.
10. The Bids should be valid for acceptance by AIESL for a minimum period of 90 days from the date of closing of the tender.
11. All information related to the price quoted by the bidder should be given only in the financial bid format. The Technical Bid should not contain any indication of the price. In case the price quoted is indicated in the Technical Bid, the Bid will be rejected, without any reference to the Bidder. No further correspondence will be entertained in this regard.
12. Financial bid ,of only those bidders who qualify based on evaluation of their Pre-qualification and Technical bids ,would be opened and accordingly such bidders would be intimated.
13. The bid is to be submitted after careful study and examination of the tender document, and after obtaining a full understanding of the requirements. Bidders are therefore advised to study the tender document carefully before submitting their bids. The submission of a bid will imply that the Bidder has read this tender, its terms & conditions and has fully understood the work scope, specifications, project execution and solution implementation requirements.
14. The Agreement would be signed between AIESL, and the Successful bidder selected for award of the contract. The bidders must confirm their willingness to sign such Agreement containing the entire principal terms and conditions of this tender.
15. AIESL reserves the right of not awarding any contract to any of the Bidders.
16. The bidders should bear all the costs associated with the preparation and submission of their bids, including the costs incurred in presentations, demonstrations etc. for the purposes of evaluation of the bids by AIESL. AIESL will in no case be responsible or liable for such costs regardless of the conduct or outcome of the bidding process. AIESL would however be responsible for the cost on account of travel, accommodation etc. of its Evaluation Team in the event that a decision is taken during the process of evaluation of the bids to make visits to client sites.



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17. Determination of whether the bid complies with the tender requirements or not will be at the sole discretion of AIESL.
18. No advance / pre-delivery payment term will be accepted.
19. It will be the responsibility of the bidder to comply and pay all taxes/ levies/ duties in the country of origin, as applicable for the entire contract.
20. The Financial Bid must be complete in all respects and no representation whatsoever would be entertained by AIESL for inclusion of any other cost head / cost after the opening of the bids. The prices quoted should remain firm / fixed for the entire term of the agreement. Withdrawal or unilateral modification of the Bids shall constitute a breach of terms of the tender and the Bids shall be liable for rejection therefore thereof. No representations from the unsuccessful bidders shall be entertained with respect to the evaluation of their bids by AIESL, whatsoever.

### **8.2 Pre-Bid Meeting**

1. The purpose of the Pre-Bid meeting shall be to clarify the issues and to answer questions received from or any matter that shall be raised by the prospective Bidders. The Bidders are advised to send their queries at least two days prior to the date of the Pre-Bid meeting. The queries may be addressed to PPMM Department at **E mail - [aieslpurchase.nr@aiesl.in](mailto:aieslpurchase.nr@aiesl.in)**
2. Text of the questions raised, and the responses given, together with any responses prepared after the Pre-Bid meeting, shall be transmitted without delay (without identifying the sources of the question) to all participants of the Pre-Bid meeting. Any modifications or alteration to the Bidding documents listed in Tender that shall become necessary as a result of the Pre-Bid meeting, shall be made by AIESL exclusively through the issue of an Addendum / Corrigendum separately. No separate press advertisement will be given for the same. Addendum and/or Corrigendum, if any, to the Tender, shall be referred to and taken into consideration by the prospective Bidders. It is the Bidder's responsibility to visit the said portal regularly for the aforesaid Addendum / Corrigendum as applicable.
3. Non-attendance of the Pre-Bid meeting shall not be a cause for disqualification of a Bidder.
4. Interested Bidders who desire to attend the Pre-Bid meeting shall communicate two days in advance to the Pre-Bid meeting scheduled date to make necessary arrangements for entry passes with names of their representative (only two authorized representatives per Bidder), by email at E mail - [aieslpurchase.nr@aiesl.in](mailto:aieslpurchase.nr@aiesl.in)
5. Maximum 2 (two) representatives of each Bidder shall be allowed to attend the Pre-Bid meeting on the date fixed by AIESL. The Bidders authorized representatives shall carry an authorization letter on the letter head of the Bidder duly signed by the authorized signatory for the Bidder, along with an identity card to attend the Pre-Bid meeting.
6. Inputs/suggestions/queries submitted by the Bidders as part of the Pre-Bid meeting and otherwise will be given due consideration by AIESL. However, AIESL is not mandated to accept any submission made by the Bidder and the final decision will rest with AIESL.

### **8.3 Modification of Bids**

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

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Date/Time for submission of Bids and prior to the expiration of the period of Bid validity. Withdrawal/modification of Bid, during the time-period mentioned above, shall result in the forfeiture of the EMD submitted by the Bidder.

#### 8.4 Earnest Money Deposit:

Total Contract value shall be of approx. USD 1000, 000. An Earnest Money Deposit (EMD) of 1% of the contract value or maximum of USD 2500 (for foreign company) or INR 2,000,00 (for Indian Company) must be submitted along with the Pre-Qualification bid either in the form of Bank Draft / Banker's cheque in favour of "AI Engineering Services Limited," and payable at New Delhi, or by wire transfer remittance to the AIESL account. No other mode of payment will be accepted.

In the case of EMD remitted through wire transfer, proof of wire transfer should be submitted along with the Prequalification bid.

EMD will not carry any interest.

**Following Bank account of AIESL shall be used for Earnest Money Deposit (wire transfer) in foreign currency (USD) only**

Bank Name	ICICI Bank Limited.
Account Number:	181906000061
Account Name:	AI ENGINEERING SERVICES LIMITED
Customer ID	581449966
Branch Address:	Bhikaji Cama Place, Shop Ug 4 To 9, Mohta Building, New Delhi, Delhi 110066
ICICI BANK SWIFT CODE	ICICINBBCTS

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

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

Tenders received without the EMD, or proof of remittance (in the case of wire transfer), shall be rejected.

In case a Tenderer withdraws his bid during the process of evaluation of tender, or fails or refuses to accept the contract if awarded in his favour, the Earnest Money Deposit will be forfeited.

EMD of the Tenderers, who do not qualify in the 'Pre-Qualification Bid', will be refunded to them within two months of the award of contract.

EMD of the Tenderers, who do not qualify in the 'Technical Bid', will be refunded to them within two months of the award of contract.

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EMD in respect of the successful Tenderer will be adjusted against Security Deposit / Performance Bank Guarantee.

EMD in respect of tenderers, who have been unsuccessful in the evaluation of the financial bids, would be refunded within two months of award of the contract.

### **8.5 Exemption / Preference to MSE units:**

1. As per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.12 by Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSEs must be registered with any of the following to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012
  - i) District Industries Centres (DIC)
  - ii) Khadi and Village Industries Commission (KVIC)
  - iii) Khadi and Village Industries Board
  - iv) Coir Board
  - v) National Small Industries Corporation (NSIC)
  - vi) Directorate of Handicraft and Handloom
  - vii) Any other body specified by Ministry of MSME.
  - viii) Udyog Aadhaar
2. MSEs should be registered for the required services of tender document (vide Work Scope) in order to claim the exemption/preference.
3. MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the tendered item along with their bid.
4. The MSEs registered with District Industries Centres must submit the Acknowledgement of Entrepreneur Memorandum (EM) Part-II along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
5. The Micro and Small Enterprises not registered for the trade/item for which this tender is relevant, would not be eligible for exemption / preference.
6. The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.
7. The MSEs, who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
8. Exemption from submission of EMD – The MSMEs registered with above mentioned agencies/bodies are exempted from payment of EMD. However, MSMEs shall be required to submit Bid Security Declaration form as and when needed.
9. The Successful Bidder (MSME/Non MSME) will be required to submit the Security Deposit as applicable on the Contract value. However, in case of MSME Bidders, the Security Deposit/Bank Guarantee can be submitted on yearly basis renewable every year.
10. Price Preference- The MSEs registered with above mentioned agencies/bodies for the Tendered Service and quoting price within price band of L1+15% (fifteen per cent) shall also be allowed to supply a portion of requirement by bringing down their price to the price quoted by L1 in a

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situation where the price quoted by the L1 Bidder (the “L1 Price”) is from other than a MSE and such MSE shall be allowed to supply up to 20 % (twenty per cent) of total Tendered value/service. In case of more than one such MSMEs are in the price band of L-1 + 15% and matches the L-1 Price, the 20% value shall be shared proportionately.

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

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

### **8.6 Security Deposit / Performance Bank Guarantee**

1. A Security deposit (SD) @ 3 % of the contract value, or a Performance Bank Guarantee (PBG) for the same amount would be required to be submitted by the successful Tenderer within two weeks from the date of award of contract. The SD / PBG is for meeting the project commitments till the end of the warranty period. The SD / PBG would be refunded / returned within two months of successful completion of warranty period subject to adjustment for penalties, if any, on account of deficiencies in performance as per the terms of the contract.

It is to be noted that the costs involved in furnishing of the PBG / SD are to be borne by the bidder who has been awarded the contract and the same is to be included in the commercial bid.

### **8.7 Evaluation Criteria for Technical Bid (Stage 1)**

1. 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.
2. 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.
3. The Bidders who qualify as per the Technical Bid evaluation criteria as mentioned in Technical Bid evaluation Form and other requirements of the Tender would be considered for next stage of Tender process.

### **8.8 Evaluation criteria for Financial Bid (Stage 2)**

The Price Bids of only those Bidders who qualify under the Technical Evaluation Criteria and comply with the other Tender requirements would be considered for financial bid evaluation.

Financial Bids should be submitted strictly as per the format given in Form & Format. The award of Contract shall be subject to fulfilment (in addition to eligibility criteria and the Undertakings as provided under the Tender) of following conditions by the Bidder:

- i. The Successful Bidder must convey acceptance of Letter of Intent (LOI)/contract within 7 days of receipt of the same and provide their bank details with a cancelled cheque.
- ii. The Successful Bidder must commence the Services within 14 days after execution of the Contract/Acceptance of LOI.
- iii. The Successful Bidder shall execute the Contract within 14 days of acceptance of LOI. The cost towards the preparation and execution of the Contract shall be borne by the Successful Bidder.

### **8.9 Exchange Rate for Currency**

Signature & Stamp of bidder

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

### **8.10 Fall in price clause**

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

### **8.11 Force Majeure Event**

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

### **8.12 Resolution of Disputes and Arbitration**

1. Any dispute arising between the Service Provider and AIESL(Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the Contract or the validity or breach thereof (the “Dispute”), shall first be settled by mutual consultation between the authorized representatives of the Parties. If the Dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has, the same shall be settled and finally resolved by arbitration.
2. Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one (1) arbitrator each and the two (2) such appointed arbitrators shall in turn appoint the third (3rd) arbitrator as the presiding arbitrator.

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3. The arbitration award passed under the arbitration shall be final and binding on the Parties.
4. The proceedings of the Arbitration shall be conducted in English language and place of arbitration shall be Mumbai.
5. Each Party shall bear their own cost with respect to such arbitration.

### **8.13 Subcontracting**

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

### **8.14 Recovery Of Sums Due**

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

### **8.15 Intellectual Property**

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

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4. If the use of the Services is preliminarily or permanently enjoined because of a finding of infringement or the likelihood of infringement of the Successful Bidder's intellectual property, the Successful Bidder shall, at its sole cost and expense, and at its option:

- i) procure for AIESL the right to continue using the Services; or
- ii) modify the Services so that it becomes non-infringing; or
- iii) refund to AIESL the money paid by AIESL for the enjoined part or parts of the Services.

### **8.16 Assignment**

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

### **8.17 Non-Waiver**

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



AIESL  
AI ENGINEERING SERVICES LIMITED

## **Section-IX Special Condition of Contract**

### 9.1 Definitions

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

- i. The term "AIESL" shall mean AI Engineering Services Limited.
- ii. The term "Bidder" shall mean the entity who has submitted the Bid for this Tender through its authorized signatory.
- iii. The term "Contract" shall mean the agreement entered into between AIESL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- 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" (herein after referred to as SP) shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- vii. The term "L-1" means Bidder with lowest quote, and "L-2" means Bidder with the second lowest quote.

### **9.2 General Scope of Work**

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

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

### **9.3 Liquidated Damages**

Delay in Delivery or fulfilling of Contract obligations as per WorkScope ( Section-VI ) :

The bidder will be liable to pay liquidated damages to AIESL@ 0.5 % (half percent) of the contract value per week of delay or part thereof, subject to a maximum of 10% of the contract value for delay in successful commissioning of the Solution / Services for reasons solely attributable to the bidder. The amount will be deducted / invoked from the Security Deposit / Performance Bank Guarantee / pending invoices (if any). If the delay exceeds 60 days from the scheduled date of delivery/ Installation/ Commissioning, AIESL reserves the right to cancel the entire contract.



#### 9.4 Confidentiality

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

#### 9.5 Indemnification

1. The Service Provider shall indemnify AIESL against all liability arising out of any claim, penalty, loss damages or costs actually paid, suffered, or incurred by AIESL pursuant to any injury or death to any person or by reasons of any damage to any property (including but not limited to the Aircrafts) belonging to AIESL caused by the Service Provider's personnel deployed for the Services. In case, any such amount is not deposited / paid to AIESL, the same shall be deducted from Security Deposit / Bills / Future payments due to the Service Provider, without prejudice to the other rights available to AIESL under any applicable law.
2. The Successful Bidder shall indemnify AIESL from all liability arising out of any claim / penalty / loss or damages, including costs (including counsel fees and reasonable legal cost) thereof, arising out of any breach or violation by the Successful Bidder of any provisions of any law, including but not limited to the intellectual property rights whether in India or any other country and labor laws governing the employees of the Successful Bidder.

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### 9.6 Representations and Warranties to Be Given by The Successful Bidder

The Successful Tenderer should provide the following representations and warranties as regards to the Contract to be executed, which shall remain true and valid throughout the term of the Contract:

- a) It is duly incorporated and validly existing under the laws of its incorporation.
- b) It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver the Contract and the performance of the obligations there under.
- c) The Contract shall constitute a legal valid and binding obligation against it and is enforceable against it in accordance with the terms herein.
- d) The execution, delivery and performance of the Contract shall not conflict with, result in the breach of, or constitute a default under any law, rule, regulation, authorization or approval of any government agency or body, or under the terms of any covenant, agreement, understanding decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of applicable laws.
- e) It shall employ personnel who are qualified and competent to render the Services as mentioned herein. The payment of salaries, wages, provident fund, gratuity etc., to its personnel, shall solely be the responsibility of the Successful Bidder. It is hereby clarified that the workforce of the Successful Bidder shall not be deemed to be employees of AIESL.
- f) It undertakes to comply with various applicable labour laws of the land as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and / or non-compliance of any other provisions of labour laws and shall indemnify AIESL against any claim / cost / remedies and penalties in respect of breach of any of the provisions of the laws in force.
- g) It shall indemnify AIESL for any damage or loss or caused to the premises / equipment / property of AIESL or any third party on account of negligent act / performance / omission attributable to the Successful Bidder.
- h) It shall perform all its obligations under the Contract with due care and diligence and in a skillful and business-like manner.
- i) It shall comply with all such directions issued by AIESL from time to time. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by applicable law which may result in any material adverse effect to AIESL on its ability to perform its obligations under the Contract.
- j) It has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, has or may have a material adverse effect on its ability to perform its obligations under the Contract.
- k) There are no actions, suits, proceedings, or investigation pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in breach of the Contract or which individually or in the aggregate may result in any material impairment on its ability to perform its obligations under the Contract.
- l) It is and shall able to pay its debts as they fall due for payment and is otherwise solvent as per applicable laws, it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed for the whole or any part of its assets or any right, it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing.
- m) It is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to it.
- n) All taxes due and payable by it have been paid, and all tax return and reports required to be filed by it have been correctly filed and on time. There are no claims now pending or matter under

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dispute with any taxing authority in respect of any tax of the Successful Tenderer.

- o) It shall obtain the necessary permissions and licenses from the concerned authorities for the purposes of the Contract. Further, to keep the said permissions and licenses valid and always subsisting during the term of the Contract. If it omits or fails to obtain any requisite permission or license from the concerned authorities then it shall indemnify and keep indemnified AIESL against all losses, costs, or damages that may be suffered by AIESL because of such omission or failure.



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**Section-X** **List of CSP/MBK items**

S/N	Description	Part no.	Alternate part no.	Qty	Approx. cost ( USD ) for Each Qty
1	CPC	20791-13AD/AC	20791-13AD	1	
2	VALVE-OUTFLOW	20790-20BA	20790-20BA	1	
3	VALVE-TRIM AIR	1320A0000-03		1	
4	FCU	C12850AC02/AC03	C12850AC03	1	
5	MCDU	C19266AA01	C19266DA01	1	
6	FAP	Z133H031351A		1	
7	CIDS DIRECTOR	Z014H000231B		1	
8	AMU	AMU4031SA140204		1	
9	SFCC	49-170-11	49-117-10	1	
10	FQIC	B539AAM0307		1	
11	FQI	1407KID02-03		1	
12	RELIEF VALVE	3022016-000		1	
13	PROBE HEAT COMPUTER	47215920BB00		1	
14	ANTI ICING VALVE	327155-3	642D0010-507	2	
15	DU	C19298AF05		2	
16	DMC	1982660116		1	
17	BSCU	E21327006	E21327107	1	
18	VALVE-SERVO, BRAKE	E21326000-1/2	E21326000-2	2	
19	ABCU	E21328002		1	
20	SERVO VALVE	E21330000-1		1	
21	LGCIU	664700500A4D		1	
22	ISIS INDICATOR	C16221VA01	C16786EA01	1	
23	ADIRU	HG2030AE23		2	
24	EGPWC	965-1676-002		1	
25	RADAR CONT PANEL	2041220-3231		1	
26	Drive, Weather Radar Antenna	2041444-0404		1	
27	TRANSCEIVER-WEATHER RADAR	066-50008-0409		1	
28	MMR	TLS755-01-0102A		1	
29	TRANSPONDER-ATC	066-01127-1402		1	
30	VALVE-LOAD CONT	3291432-1	3291432-2	1	

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31	VACUUM GENERATER	14330-375		1	
32	ATSU	LA2T0G20705C070		1	
33	MOTOR-STARTER	2704506-2		1	
34	IGNITION BOX-APU	3888058-7		1	
35	EIU	3957985114		1	
36	ECU	2123M56P04		1	
37	IGNITION LEAD	9043110-16		3	
38	LPTCC VALVE	C25175000-1		1	
39	BTMU	35-1H5-1002		2	
40	FIRE DETECTOR (CORE LOOP)	8862-101/8862-101-1150-707-9		2	
41	FIRE DETECTOR (PYLON LOOP)	12134-00		2	
42	GENERATOR-IDG	1706903		1	
43	VALVE ASSY-FLOW CONTROL	1806B0000-02	1806D0000-02	1	
44	BOOMSET	104GT2102AY		4	
45	MASK	174097-11		1	
46	HP BLEED VALVE ( PRV )	6773F010000		1	
47	FAN-AVIONICS	EVT3454HC	EVT3454J01	1	
48	BMC	785002-9		1	
49	PNUMATIC STARTER	3505582-27		1	
50	VALVE S/O STARTER (START VALVE)	3291556-3		1	
51	HPTCC VALVE	329695-6		1	
52	SENSOR TEMPERATURE T12	RP198-02		1	
53	SENSOR-TEMP T25	RP216-00		1	
54	EDP	4205401		2	
55	ELECT PUMP	974540		1	
56	HMU	8061-535/536		1	
57	IGN EXCITER	10-631045-2		1	
58	IGN PLUG	CH31900-6		4	
59	IDG QAD ADAPTER	772896		1	
60	IDG OIL COOLER	45731-1391		1	
61	A319/A320/A321 Nose Wheel assembly	3-1531-2	3-1531-30PT3	6	
62	A321 Main Wheel Assembly	C20500100		6	

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63	A319 Main Wheel Assembly	C20195162		1	
64	SSFDR	2100-4043-02		2	
65	SSCVR	2100-1025-02	980-6032-023	2	
66	A319 Brake Assembly	C20225410		1	
67	A321 Brake Assembly	C20534100		4	
68	Heat Pack	GA32294		6	
69	AEVC	87292325V07		1	
70	POB	3552AAAXAACXCD		4	
71	LAV Fire Ext	BA24320A1		4	
72	SLIDE-DOOR, FWD	D31516-717		2	
73	SLIDE-DOOR, AFT	D31517-717		2	
74	TCAS	940-0351-005		1	
75	RMP	C12848DA01		1	
76	RTL	DV8456701-3		1	
77	FAC	B397BAM0624		1	
78	FCDC	115370-1519		1	
79	BCL	35-0L5-1005-08		1	
80	FMGC	C13043AA06		1	
81	BRAKE TEMP. SENSOR	C20464001		1	
82	FWC	350E053021818		1	
83	ELAC	3945128218		1	
84	ATC/TCAS PANEL	C12404AB02		1	
85	SEC	B372BAM0515		1	
86	FDMIU	2234320-02-02		1	
87	VALVE-BLEED PRESSURE	6774G010000		1	
88	Portable Fire Ext.	898052		1	
89	SLIDE ASSY-ESCAPE (LH)	62292-107		1	
90	SLIDE ASSY-ESCAPE (RH)	62292-108		1	
91	RESERVOIR ASSY	61639-203		1	
92	VALVE-SKIN AIR	VFT300B00		1	
93	ELT water activated	01N65920		1	
94	ELT Impact activated	S1821502-02		1	
95	PBE-PROTECTIVE BREATHING EQUIPMENT	E28180-20-0006		3	

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96	FUEL RETURNING VALVE	8910-332		1	
97	FUEL PUMP	724400-2		1	
98	IP CHECK VALVE	2293B02000		1	

**Total Value/MLP of MBK Items in USD :-**



**Section-XI**

**Service level**

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Bidder shall ensure that the technical Dispatch reliability shall not fall below 99% for reasons attributable to component support.

The components covered in CSP/MBK support shall be provided with following Service levels.

Delivery Period shall be the time span between issuance of component from CSP/MBK kit and time of dispatch of its corresponding replenished serviceable component from Bidder Repair Agency/Location. AIESL would monitor successful Bidder's compliance of the Service Level. The service levels described in this section shall remain valid for the entire tenure of the contract or until such time the SLAs have been reviewed and revised by AIESL.

Category	Description	Service level	Delivery Period
Replenishment	Components which are required to be replenished in MBK/CSP stock.	99%	Delivery within 14 days after issuance of corresponding component from MBK.

**Note: -**

- 1) Zero stock in MBK/CSP shall be considered as AOG.
- 2) Components removed under the direction of a BITE (Built in test Equipment) test report accompanied with the relevant PFR (Post flight Report) shall not be considered as No Fault Found (NFF).



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## **Section-XII Forms and Format**

### **12.1) Form-1 Acceptance Of Terms And Conditions (To be given on company letterhead)**

#### **FORMAT OF ACCEPTANCE OF TERMS AND CONDITIONS:**

I/We hereby submit my/our bid for the said contract.

1. I/We have thoroughly read and understood the terms and conditions of bid invitations and agree to duly abide by the same.
2. In the event of my/this bid being accepted by you, I/We agree to duly furnish the performance security and execute the agreement within the period respectively prescribed thereof.
3. Ours is a proprietary/partnership firm registered/duly registered under the provisions of Indian Partnership Act, 1963 / Public/Private Limited Company Incorporated under the Companies Act , 1956 /foreign company having its own registered office at \_\_\_\_\_ and our PAN Number is \_\_\_\_\_, GST Registration No. is \_\_\_\_\_ and PF Registration \_\_\_\_\_.
4. I/We am/are hereby furnishing details of all the partners/proprietary firm (in case the bid submitted by a partnership/proprietary firm)/ of all Directors (in case the bid is submitted by a limited company) along with their present.
5. Help Desk: I am/we are furnishing herewith my/our office address with Telephonic/Fax manned round the clock so that they can be contacted any time in case of any emergency.
6. I/We fully understand that the contract is for providing CSP service and engagement of staff. Such staff shall be on my/our /duty of AIESL. AIESL shall have no relationship or nexus of any kind whatsoever with such staff deployed by me/us. Such shall not be entitled to claim any right privilege or benefit from AIESL and in the event of any such claim , I/We undertake to indemnify AIESL for any loss or financial or otherwise.
7. I/We have inspected the sites/locations and have made myself/ourselves fully acquainted with the work involved and shall deploy my/our workforce for the present tender in a manner so as to not cause violation of any of the terms of the agreement or any labour law for the time being workforce. In case I/We am/are unable to deploy the workforce in conformity with the terms of the agreement and prevalent labour legislations, the contract to be liable to be terminated immediately.
8. I/We fully understand and agree that the deployment, roistering, supervision, attendance, monitoring, granting of leave maintenance of discipline and general administration of the staff deployed by me/us pursuant to this contract shall be my/sole responsibility.
9. I/We agree to ensure proper safety of the medical equipment and shall not provide staff who is already tired/fatigued and ill or has already done extended duties or is under the influence of alcohol.
10. AIESL is neither responsible nor liable to pay any compensation for injury/death caused to my/our staff in the event of any accident while on duty.
11. I/We that I/We shall be liable in case of any damages or legal consequences caused due to my/our negligence or otherwise or my/our shall agent in pursuance of this contract or otherwise.
12. I/We agree that the essence of the contract will be on qualitative/ satisfactory services. Any complaint on account of unsatisfactory services or staffs will be liable for such penalty as may be considered reasonable by AIESL.
13. I/We undertake to observe all applicable laws, rules regulations and a breach thereof shall render the contract liable to cancellations.
- 14.

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

**FORMAT FOR CHARTERED ACCOUNTANT'S CERTIFICATION FOR TURNOVER**

I, C.A (Name) \_\_\_\_\_ membership number \_\_\_\_\_

have verified the P&L account, balance sheet ,Income details as per the documents /records submitted for verification and hereby certify that the Turnover of

M/s. \_\_\_\_\_ (the Bidder's name) for the last three years for services as mentioned below:

- 1)
- 2)
- 3)

Signature of C.A \_\_\_\_\_

Seal \_\_\_\_\_

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

Place \_\_\_\_\_



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Form-3

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

**FORMAT OF AUTHORIZATION LETTER FOR ATTENDING BID OPENING**

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

Sub: Authorization for attending bid opening.

Tender No

Tender Name:

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

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

Authorized Signatory  
With SEAL

Note:

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

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#### 12.4 ) Form 4A Evaluation Criteria - Pre-Qualification Bid

1. The Bidders must meet all the mandatory pre-qualification criteria as listed in this tender. Bidder who are failing to comply with one or more of the mandatory criteria, its bid will be rejected.
2. The Bidders are required to write "YES / NO" in the 'Compliance' column according to the status of the Pre-qualification clause of this document. If the response to all the clauses is 'YES' and if any of the functionalities is not found in the Technical Bid, the bid is liable to be rejected.
3. In addition, certificates/ undertakings as per prescribed format are to be attached with the Pre-qualification Bid, wherever mentioned against each clause. Pre-qualification bids not accompanied with the required certificates/ undertakings in the prescribed format, are liable to be rejected.
4. For other clauses of Pre-qualification Criteria, the bidder may preferably, attach a separate short write-up describing their capability, previous similar experience etc., to support their claims made to applicable pre-qualification clause.
5. AIESL reserves the right to independently verify the veracity of certificates/ undertakings submitted or client details/references provided, during Pre-qualification bid evaluation and technical bid evaluation process. If the information provided in the Pre-qualification bid is found incorrect later, the bid is liable to be rejected.
7. No variance to the mandatory Pre-qualification criterion will be accepted.

#### Pre-Qualification Bid (To be given on company letter head)

To,  
AI Engineering Services Ltd. (AIESL),  
NAC, IGIA Terminal-II,  
New Delhi-110037.

**Ref. No: Date:**

Dear Sir,

**Sub: Pre-Qualification Bid as per your Tender No.**

With reference to your Tender no....., we hereby submit our **Pre-Qualification Bid**. We also agree to the General Terms & Conditions, Work Scope, Workflow and Evaluation Criteria as prescribed in the bidding document.

Thanking you,

Encl:

**Authorized signatory of the bidder:** \_\_\_\_\_

**Name:**

**Designation:**

**Bidder's Company Name & Seal:** \_\_\_\_\_

**Business Address:**

**PRE-QUALIFICATION BID FORMAT (To be given on company Letter head)**

S No	Criteria	Documentary proof to be submitted	Compliance (Yes/No)
1	The Bidder should be a company registered either in India or in foreign country. The Bidder should be operational for at least last three financial years as of 31st Jan 2023 as evidenced by the Certificate of Incorporation and /or Certificate of Commencement of Business issued by the Registrar of Companies, India.	Certificate of Incorporation issued by the Registrar of Companies of India or foreign country	
2	The Bidder should not have been blacklisted by AIESL or by any state/central Government institution or any Public Sector unit.	Undertaking by Bidder	
3	The Bidder should have an annual turnover of USD 1000,000 (if Foreign Company) or Approx. 8 Crores or more (if Indian Company) in last three financial years (each year) ending 31st Jan 2023 as evidenced by the audited accounts of the company.	1) Duly certified statement from auditor for the last 3 financial years indicating the turnover during these years  2) ITR and profit loss sheet with computation	
4	The Bidder should have accreditation either from institutions such as Society of Automotive Engineers (SAE) or International Organization for Standardization (ISO) or American National Standards Institute (ANSI) or Airline Suppliers Association (ASA) or similar or equivalent program guideline / regulations stipulated by their National Regulatory Authority or approved supplier /Repair Agency/ Partner/OEM from FAA/EASA/DGCA/Airbus.	Certificate from respective authority as mentioned in front column	
5	The bidder should have engaged in supplying and providing similar services to reputed airline/operator during last 3 years	Work order and / or completion certificate / client satisfaction letter	

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

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

Sr. No.	Bidder's Technical Requirement	Bidder's Compliance (YES/NO)
1	Bidder must be in the global Aviation business and supporting reputed National/International Airlines at least for the last three years.	
2	The Bidder should have accreditation either from institutions such as Society of Automotive Engineers (SAE) or International Organization for Standardization (ISO) or American National Standards Institute (ANSI) or Airline Suppliers Association (ASA) or similar or equivalent program guideline / regulations stipulated by their National Regulatory Authority or approved supplier /Repair Agency/ Partner/OEM from FAA/EASA/DGCA/Airbus.	
3	Bidder must be able to provide/ position CSP/MBK items as per Section-X at AIESL-NAC -IGIA Terminal-2 -New Delhi with INCOTERM- DAP.	
4	Bidder must be able to provide repair/overhaul support for unserviceable Components of A320 series family aircraft (A319/A320/A321) from DGCA/FAA/EASA approved Repair shops within lead time as mentioned in Work Scope (Section-VI).	
5	Serviceable Component should accompany EASA form 1 / FAA 8130 /DGCA CA Form 1 Serviceable tag, Non incident report, back to birth traceability, TSN, CSN, TSO, CSO, Current FH & FC details etc along with shop finding report, wherever as applicable	
6	Bidder should have tie up with reputed freight forwarder / Insurance companies at backend for providing uninterrupted support to AIESL.	
7	The bidder should have engaged in supplying and providing similar services (PBH/CSP/MBK) to reputed airline/operator during last 3 years. Bidder is required to enclose necessary documents (Work order and / or completion certificate / client satisfaction letter) in this regard.	

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**12.6) Form 6: Financial Bid Format (To be given on company letter head)**

<b>S/N</b>	<b>Description</b>	<b>Bidder Quote</b>
1	Monthly fees (USD)	
2	Man Hour Rate (USD)	
<b>*3</b>	*Exchange Rate (as percentage of MLP)	
<b>*4</b>	*Loan Rate (as percentage of MLP per day)	
<b>*5</b>	*Fee as percentage of MLP for addition of items in MBK list or removing existing items from MBK list	

**Note:** \* These quotes shall not be counted for arriving at Lowest Bidder.

