



Tender for Leasing newly purchased six Maruti Swift Dzire VXi model cars without drivers for AIESL Executives at AIESL Headquarters, Safdarjung Airport Complex, New Delhi-110003.

Tender No.: AIESL//DEL/23-24/RFQ/23079

Date: 26 Oct 2023

From:

NAME & ADDRESS OF THE BIDDER (With Seal)

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

Phone:

Email:

AIESL
AI ENGINEERING SERVICES LIMITED

S/d

For Dy.GM (Engg.-PPMM), NR, AIESL

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AIESL
AI ENGINEERING SERVICES LIMITED

2. DISCLAIMER

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

3. NOTICE INVITING TENDER (NIT)

AIESL invites sealed / closed Public Tenders under Two-Bid system i.e. Technical-Bid (Part A) and Price-Bid (Part B) for Leasing newly purchased six **Maruti Swift Dzire VXi model cars** without drivers for AIESL Executives at AIESL Headquarters, Safdarjung Airport Complex, New Delhi-110003 from reputed Companies / Agencies.

Tender Schedule

Tender No. /date	Tender No. AIESL//DEL/23-24/RFP/23079 dated : 26.10.2023
Tender For	Tender for Leasing of Newly Purchased six Maruti Swift Dzire VXi model cars without drivers for AIESL Executives at AIESL Headquarters, Safdarjung Airport Complex, New Delhi-110003.
Last date of Bid Submission	17 TH Nov 2023 till 1400 hrs.
Contract Period	Four years
Tender Fee	NIL (download Tender from www.aiesl.in for free of cost)
Tender Bid Opening date / time	17 TH Nov 2023 1430 hrs.
Financial Bid Opening	To be notified to technically qualified Bidders
Commencement of Service	Within 30 days after acceptance of Letter of Award (LOA).

4. NOTICE TO BIDDER (NTB)

4.1 INTRODUCTION:

AIESL is the biggest DGCA (Directorate General of Civil Aviation) approved MRO set up in India that can serve as a one-stop-shop for all aircraft 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 hangars and bases located at all the major metros.

4.2 Contact for clarifications regarding Tender terms & conditions, Scope of work:

Dy. General Manager (E-PPMM)
AI Engineering Services Ltd,
Northern Region,
New Avionics Complex,
IGI Airport, Terminal - 2,
New Delhi-110037.
Email: aieslpurchase.nr@aiesl.in
Phone: 011-25656068 / 7831

Note: Clarifications shall be entertained until one week before closing of the technical bid date.

5. SUMMARY OF BIDDING INFORMATION

Tenders are invited in Two-Bid system. Therefore, Tender(s) be sealed / closed in separate envelopes containing and super scribing as under:

5.1 Technical Bid (Envelope – I) (sealed/closed):

- (i) The envelope shall be super scribed with Technical-Bid (Part A) / Tender No: AIESL/DEL/23-24/RFQ/23079, Due Date: 17.11.2023.
- (ii) The envelope shall contain duly filled, signed & stamped Technical-Bid (Part A) (Annexure – IV), EMD (Bank Draft/ Banker's cheque), Duly filled, signed & stamped Annexures – V, VI, VII & VIII, together with self-attested required documents as per Technical-Bid Form.

5.2 Price-Bid (Envelope – II) (sealed/closed):

- (i) The envelope shall be super scribed with Price-Bid (Part B) / Tender No: AIESL/DEL/23-24/RFQ/23079, Due Date: 17.11.2023.. **(NOT TO BE OPENED WITH TECHNICAL BID)**

- (ii) The envelope shall contain duly filled, signed & stamped Price-Bid (Part B) (**Annexure – X**).

5.3 Master Envelope - III (sealed/closed):

- (i) The envelope shall contain both the above sealed / closed envelopes (Envelope I & Envelope II). The master envelope should also be securely sealed / closed and be super scribed with “Quotations for Tender No: AIESL/DEL/23-24/RFQ/23079, Due Date: 17.11.2023”.
- (ii) Bidder’s name and address should be written at one of the corners of all the envelopes for identification purpose.

5.4 Submission of Tender Bids:

Tender Bids should be addressed to Dy. General Manager (Engg. – PPMM), AI Engineering Services Limited, Northern Region, New Avionics Complex, IGI Airport, Terminal - 2, New Delhi - 110037, and be dropped in the Tender box **O/o DGM (E-PPMM), AIESL, NR, NAC, IGIA, T-2, New Delhi-110037**.

Bidders who wish to attend Tender opening may do so OR send their representative with authorization letter on their company letter head as per Annexure – IX, duly signed & stamped by their authorized signatory for presenting the same to the Tender Committee at the time of opening of the Tender at above address, time and date.

AIESL reserves the right to reject the Tender in part OR full OR annul the whole Tender process without assigning any reason and without any liability on the part of AIESL, whatsoever.

S/d

**Dy. General Manager (Engg.-PPMM)
NR, AIESL**

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Annexure - I

6.1 a. GENERAL TERMS AND CONDITIONS (GTC)

1. Abbreviations used:

AIESL means AI Engineering Services Limited
SD means Security Deposit
PBG means Performance Bank Guarantee
DD means Demand Draft
BG means Bank Guarantee
LOA means Letter of Award
VRO means Vehicle Requisition Order

2. **Contract / Lease Agreement** means the Contract as signed between AIESL and the Successful Bidder for "Leasing of newly purchased six **Maruti Swift Dzire VXi model cars** without drivers and the Scope of Work given in the Tender".
3. A. The 'Bidder' / 'Party' / 'Service Provider' / 'Agency' / 'Contractor', as used in the Tender document, shall mean the one who has signed the Tender Form and submitted the Bid in response to the Tender.
- B. The 'Successful Bidder' / 'Service Provider' / 'Contractor' as used in the Tender document, shall mean the one who has been declared as:
- Lowest Bidder;
 - Whose Bid is under consideration for award of Letter of Award (LOA);
 - Received Letter of Award (LOA);
 - Awarded Contract for commencement / execution of services.
4. It is further clarified that any individual signing the Tender or other documents in connection with the Tender must certify whether he signs as Authorized signatory of the firm.
- The bidder also must attach 'original power of attorney' issued in the name of the person signing the Bid on behalf of Bidder.
5. The Technical-Bids shall be evaluated on the basis of details and documents provided by the Bidders in Envelope - I, containing Check List, documents in support of Eligibility Criteria.
6. The Price-Bids of only technically qualified Bidders shall be opened at a later date for which separate information shall be sent to such technically qualified parties. No intimation shall be sent to technically disqualified Bidders.
7. During technical evaluation process, no correspondence / communication from the Bidder shall be entertained on the status of the Bids.
8. Tenders should be filled in prescribed forms only and be duly signed and stamped.
9. Technical-Bid prepared by the Bidder, shall contain all requisite information along with self-attested supporting documents as per details given in the Technical-Bid (Part A).
10. Price Offered by the Bidder should be valid for **120** days from the date of opening of the Technical-Bids for consideration of AIESL.

11. All prices be clearly written / typed both in words and figures without any overwriting. Overwriting, if any, should be counter signed by the Bidder. In case of any discrepancy, the amount written in words shall be considered as final for the purpose of evaluation of the Price-Bid.
12. Bidders are advised to study the Tender document carefully. Submission of Tender, shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications.
13. Bids should be unconditional. In case of any condition, the Bid shall be treated as disqualified and shall be rejected.
14. The Tender and resultant Contract is CONFIDENTIAL and anything contained in this document, shall not be disclosed in any manner, whatsoever. The undue publicity by the Bidder regarding confidential process of the Tender, may result in the rejection of their Bid / Contract.

6.2 UNDERTAKINGS by the Successful Bidder:

- 6.2.1 The Bidder must give an undertaking that all the requisite, registrations and licenses under all the applicable local State and Central Taxes Law & Acts such as GST / Income Tax Act / Shop & Establishment Act / Insurance Act / Motor Vehicle Act, etc. as applicable from time to time, shall be adhered to and maintained up to date, as & if applicable, on such services. The same shall be produced for verification / checking of AIESL or to a third party authorized by AIESL / any Agency of Govt. of India.
- 6.2.2 The Bidder would also provide an undertaking that the spot checks can be conducted by AIESL / third party authorized by AIESL, anytime for verification of quality of work / antecedents / credentials, etc. The shortcomings found, if any, would be overcome by the Service Provider within the given time, failing which AIESL shall be at liberty to impose penalty / cancel the Contract.

6.3 For Execution of Contract

The Bidder must give an undertaking that on award, the Contract shall be executed within 30 days from the date of acceptance of the LOA.

6.4 Amendments and clarifications: will be informed separately.

Any notice by one Party to the other Party, pursuant to the Contract, shall be sent in writing to the address specified for that purpose in the Contract.

6.5 Sub-Contracting:

- i) The Service Provider shall not sub-Contract the work or any part thereof, to any other person, concern, firm or company.
- ii) Sub-Contracting without the written approval of AIESL, may lead termination of the Contract with immediate effect without any liability on AIESL and also without prejudice to any other rights which AIESL may have against the Service Provider under the Contract.

6.6 Claims for damages:

AIESL shall promptly notify the Service Provider of any claims / deficiency on the part of it arising under / out of the Contract.

In case the Service Provider, having been notified by AIESL, fails to take remedial action within the stipulated time, AIESL may take a remedial action at the "risk & cost" of the Service Provider. In this case, and in case of repeat default by the Service Provider, AIESL may terminate the Contract without prejudice to any other rights which AIESL may have on the Service Provider under the Contract.

6.7 Supervision and monitoring of duties of daily work schedules

Supervision and monitoring of vehicle maintenance schedules, etc. shall be the responsibility of the Service Provider. Therefore, the Service Provider must have a provision for supervision and effective management of the Contract, without any extra cost to AIESL.

6.8 Award of Contract, Acceptance, commencement & Signing of agreement:

The award of Contract to the Successful Bidder, shall be subject to fulfillment (in addition to eligibility criteria and the undertakings) of the following conditions:

- i) The Successful Bidder has to convey acceptance of LOA within 7 days from the date of the LOA.
- ii) The Successful Bidder shall deploy the cars within 30 days from the date of acceptance of the LOA OR as specified in the LOA.
- iii) The Successful Bidder has to execute a Contract with all terms & conditions with AIESL on an Rs.100/- non-judicial Stamp Paper in Delhi, within 30 days of his acceptance of the LOA.

6.9 Exit Clause / Termination of the Contract:

The Contract may be terminated under the following circumstances:

- i) AIESL may, at any time, terminate the Contract with immediate effect by giving written notice to the Bidder, if the Service Provider becomes bankrupt OR otherwise insolvent, provided that such termination will not prejudice OR affect any right of action OR remedy which has accrued OR will accrue thereafter to AIESL. In this case, no compensation shall be made available to the Service Provider.
- ii) In case of unsatisfactory performance OR breach of any of the clauses of the Tender / Contract, AIESL shall issue a written notice of 30 days to the Contractor to rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate the Contract without any further notice to the party. The Contractor shall not have any right to dispute or question the judgment of AIESL, on its unsatisfactory performance.

6.10 Change of circumstances / operations, etc.:

- i) In case of change in the circumstances / operations etc., AIESL shall have the right to terminate the Contract by serving a **30** days written notice to the Service Provider. In this case, the Service Provider shall not have any right to claim damages / compensation from AIESL.
- ii) The Service Provider shall also be at liberty to terminate the Contract by providing to AIESL, a 90 days written notice. However, the Service Provider shall comply with and continue to discharge, all the Contractual obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination date. The Service

Provider who exercises the option of this exit clause will not be allowed to participate in any Tenders of AIESL for the next minimum period of 3 years.

- iii) On termination of the Contract, the Service Provider shall arrange to pick up their cars from AIESL Headquarters, failing which AIESL shall not be responsible for any theft / loss / damage / fire etc. In case, of any delay by the Service Provider in this regard, AIESL shall have a right to recover the incidental costs, if any.
- iv) The Service Provider, who defies the exit clause, will not be allowed to participate in the immediate next Tender floated for the same / similar jobs.

6.11 Rejection of Bids (Technical-Bid & Price-Bid):

The Technical & Price-Bids received in response to this Tender will be rejected, without evaluation, on the following grounds:

- i) If the Technical-Bid and / or the Price-Bid has been received after due date and time.
- ii) If only the Technical-Bid has been received and the Price-Bid has not been received, and vice versa.
- iii) If the Technical-Bid and / or the Price-Bid have been received by fax or email.
- iv) If the Technical-Bid and / or the Price-Bid have been received unsigned / incomplete.
- v) If the Technical-Bid and / or the Price-Bid have been received in an open condition.
- vi) Tenders, not accompanying required information and documents are liable to be rejected. Any request for subsequent submission of any information / documents may not be entertained.
- vii) Bids from competitor Airlines / MROs or its subsidiaries are not invited and if received, shall be rejected.
- viii) Conditional Bids (Technical / Price-Bid) would not be accepted and shall be rejected.
- ix) Bids not filled in the manner and as per formats, shall be rejected.
- x) Bids not fulfilling the pre-qualification criteria as specified in the Tender shall be rejected during Technical evaluation.
- xi) In case both the Tender Forms, i.e. Part-A (Technical Bid) & Part-B (Financial Bid) are not sealed / closed separately and are received in a single sealed / closed cover.
- xii) If the Tender given in a different name.
- xiii) Ineligible Bids shall not be entertained, and the decision of AIESL in this regard would be final. No correspondence in the regard will be entertained.

6.12 Evaluation of Bids:

- i) **Technical-Bids:**

The Technical-Bids would be opened first & evaluated for compliance of 'Pre-qualification Criteria' as specified in the Tender. AIESL may seek required information, documents, etc. at any time from the Bidder, as & if it may consider necessary for the purpose of evaluation of the Bids.

ii) **Price-Bids :**

The Price-Bids of only technically suitable Bidders, who qualify the 'Pre-qualification Criteria' of the Tender, would be opened on a later date.

The date and time of opening of the Price-Bids, would be intimated in advance to the technically qualified Bidders only, to participate in the opening of the Price-Bids OR to send their authorized representatives to witness opening of the Price-Bids.

A. Queries from the Bidders during Evaluation of Bids:

During the process of the evaluation of Bids, no queries shall be entertained from the Bidders with regard to the status of the Bids.

B. Technically Disqualified Bids:

Price-Bids of the technically disqualified Bidders would be returned to them after finalization of the Contract, under intimation and against acknowledgement from the Bidders.

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

C. Extension of closing date / due date / time of Tender:

The date / time for submission of Bids and opening of Technical-Bids (Part A), may be extended at any time, at the sole discretion of AIESL.

D. Applicable Rates & Validity:

Rates to be quoted in INR, as per the format given in the Price-Bid Form (Part B) only. Any deviation in format OR if rates quoted are conditional, the same shall be out rightly rejected.

i) **Inclusions:**

The rates offered by the Successful Bidder shall be inclusive of Capital Cost of Vehicle(s), all Govt. Taxes / Levies, Insurance, depreciation, cost of Finance, Fleet Management Cost / Services / Charges, Fleet Supervision / Monitoring Cost, Contract Management Fees, etc.

ii) **Exclusions:**

The GST on applicable Lease rentals is excluded. This would be paid, if applicable, together with the monthly bills on submission of proof of payment, as applicable, from time to time.

iii) **Rate Negotiations:**

It is not the general practice of AIESL to carry out Post Tender Negotiations. Therefore, Bidders are advised, in their own interest, to submit their best quotes in response to this Tender. AIESL, however, reserves the right to carry out negotiations after evaluation of Price-Bids in exceptional cases with the L-1 Bidder.

iv) **Special Powers to AIESL:**

In case there is a tie between two Bidders, AIESL shall have a right to ask both the Bidders to offer revised bid in the sealed envelope. The L-1 out of the revised Bids, shall be entitled for award of the Contract.

E. Revision of Rates during Contract period:

i) **General:**

No request shall be entertained for increase of Rates, during the validity of the Contract and extensions, if any, under any circumstances.

ii) **Revision due to increase in Govt. Taxes / levy:**

Not applicable.

6.13 Period of Contract:

The initial Contract period will be of Four (04) Years, extendable by 03 months at the same rates, terms and conditions, subject to satisfactory performance of the Service Provider on the discretion of AIESL. The continuity of the Contract shall depend on satisfactory performance of the Service Provider which shall be reviewed from time to time. The observations of AIESL on performance shall be unchallengeable and final.

The validity of Contract comes to an end IPSO FACTO by efflux of time, unless or otherwise renewed / terminated.

6.14 Payment of Bills:

- i) No advance payment shall be admissible in any case. The Service Provider shall submit duly certified bills to the AIESL Finance Department at AIESL Headquarters, together with meter reading of the cars for previous month (Kms on first day of the month & Kms on the last day of the month).
- ii) Finance Department at AIESL Headquarters shall pay monthly bills by an A/C payee cheque / ECS / NEFT / RTGS clearance within **45** days of submission of the Bills to user department for the undisputed amount.
- iii) The payments shall be made after deduction of all applicable taxes including tax deduction at source (TDS).
- iv) Delay in payments on account of wrong billing / incomplete billing / late submission of the bills, etc. shall be the responsibility of the Service Provider.
- v) The Service provider shall provide a **separate** Log Book for each of the Car for recording the month-wise utilization of the Car. The users will maintain the Log Books at their end.
- vi) 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.

6.15 Indemnification of claims / damages or penalty by the Bidder / Service Provider

The Bidder shall indemnify to AIESL against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident / incident involving the cars deployed.

6.16 Earnest Money Deposit (EMD):

- (a) The Tenderer shall deposit along with the technical bid, an Earnest money of Rs. 72,000/- (Rupees Seventy Two Thousand only) through Bank Draft/ Banker's cheque drawn in favor 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. The Earnest money deposit will be refunded to the tenderers whose offers have not been accepted. Earnest Money Deposit of the tenderer whose offer is accepted will be kept uptill the time, the Bank Guarantee is not received.

Following Bank account of AIESL shall be used for Earnest Money Deposit

Beneficiary Name	AI Engineering Services Limited
Bank Name	SBI MAIN BRANCH PARLIAMENT STREET NEW DELHI-110001
Beneficiary Account	33029526378
IFSC Code	SBIN0000691

- (b) Tenders without the EMD shall be rejected.
- (c) 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 favor, the Earnest Money Deposit will be forfeited.
- (d) 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.
- (e) EMD in respect of the successful Tenderer will be adjusted against Security Deposit/ Performance Bank Guarantee.

6.16.1 Exemption from submission of Earnest Money Deposit (EMD):

As mentioned in Section 7(4) of Ministry of MSME's Notification No.S.02119 (E) dated 26th June, 2020 an enterprise registered with any other organization under the ministry of MSME shall registered itself under Udyam Registration with effect from 01.07.2020, The MSEs registered under **Udyam Registration** are exempted from payment of Earnest Money Deposit (EMD).

Price Preference:

Since tender item cannot be split or divided, etc. the MSE quoting a price within the band L1 + 15 % may be awarded for full/complete supply of total tendered value to MSE. The MSE for the Tendered item and quoting price within a price band of L1 + 15 percent may be awarded for shall be allowed to supply of requirement by bringing down their price to L1 price in a situation where L1 price is from a Party other than a MSE.

MSEs participating in the Tender must submit the certificate of registration under Udyam Registration.

The MSEs not registered for the particular trade / item for which the Tender is relevant, would not be eligible for exemption/preference.

The registration certificate issued under Udyam Registration 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.

The MSEs who have applied for registration or renewal of registration under Udyam Registration but have not obtained the valid certificate as on close date of the Tender, are not eligible for exemption / preference.

6.16.2 Security Deposit (SD):

The Successful Bidder, shall on signing of the Agreement, deposit and continue to maintain for the entire 04 years lease period plus 03 months of extension period (if any), a sum equivalent to 5% of the value of the Contract as estimated by AIESL, as SD in the form of 'Bank Guarantee' from a Scheduled Nationalized Bank.

The SD has to be deposited at the time of commencement of the Contract but positively before submission of 01st month Bill.

In case, SD is not deposited by the Contractor in time, its bills shall not be processed for payment.

In case of breach of Contract OR violation of any terms of the Contract, the SD may be forfeited.

The SD shall not bear any interest, and shall be refunded without interest, only on successful completion of all the Contractual obligations.

6.17 Distribution of Business:

The Bidder is required to Bid for the newly purchased six **Maruti Swift Dzire VXI model cars** and is required to give a confirmation in the "Technical-Bid (Annexure-IV)" that they have sufficient capacity to supply the Tendered numbers of cars, as per AIESL requirement.

However, in the event of L-1 Bidder failing to comply with the delivery schedule and not meeting the requirements, AIESL at its discretion may award business next lowest Bidder.

6.18 Interpretation:

In the event of any difference in the interpretation of any of the clauses of the LOA / Lease Agreement / Contract / VRO's and / or the Tender documents, the clarifications given by the General Manager (E-PPMM), AIESL Headquarters, shall be final and binding.

6.19 Relationship:

The relationship shall be on 'Principal to Principal Basis'. Nothing contained shall be construed or interpreted as constituting a partnership agency or joint venture or any association between the parties. Neither party shall have any right, power or authority to enter into any agreement or act in any manner on behalf of the other. Employees of Contractor / Service Provider shall not be treated as employees of AIESL.

6.20 Arbitration:

Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Contract / Lease Agreement or validity or the breach thereof, which despite best efforts cannot be amicably settled between the parties, shall be referred to "SCOPE FORUM OF CONCILIATION AND ARBITRATION – GOVT. OF INDIA, NEW DELHI" and the award made in pursuance, thereof shall be binding on the parties to the arbitration.

6.21 Jurisdiction

The construction, interpretation, validity and performance of the Contract / Lease Agreement shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between AIESL and Service Provider, whatsoever shall be subject to the Jurisdiction of New Delhi / Delhi Courts only.

6. b. SPECIAL TERMS & CONDITIONS (STC):

6.b.1 Scope of Work for Cars:

- i) The **Maruti Swift Dzire VXi model cars** shall be required by AIESL on 24 Hrs. x 365 days basis.
- ii) The **Maruti Swift Dzire VXi model cars** shall be driven by AIESL Official / AIESL Drivers / Driver.
- iii) Use of the **Maruti Swift Dzire VXi model cars** shall not be interfered in any manner whatsoever by the Contractor OR any person claiming directly OR indirectly to be the representative of the Contractor.
- iv) The running Kms for a **Maruti Swift Dzire VXi model car** during lease period of 04 years, shall be 72,000 Kms. Excess / short Kms shall be paid / discounted, as per the rates finalized in the Contract.

v) **Extra Kms Charges (Rs. per Km):**

In the event, if the actual kilometers run by the car exceeds the Contracted kilometers (72,000Kms) plus 10% i.e. 7,200 Kms at the end of the Lease Term, then AIESL shall pay the excess kilometer charge, as per the rates finalized in the Contract.

vi) **Less mileage discount (Rs. per Km):**

In the event, if the actual Kms run by the car are less than the Contracted kilometers (72,000 Kms) at the end of the Lease Term, then AIESL shall discount these short Kms, as per the rates finalized in the Contract.

6.b.2 Documentation :

- i) The Successful Bidder on receipt of VRO shall submit Supplementary Schedule for payment of monthly Fixed Lease rentals for approval of AIESL. After delivery of the car, the Successful Bidder shall provide copy of Invoice, Insurance and RC of the car.
- ii) Upon delivery of the car to the respective AIESL executive, the Successful Bidder shall send a copy of the acknowledgement to GM (Engg.-PPMM), AIESL Headquarters by email at alok.agarwal@aiesl.in.

6.b.3 Sub lease :

In no case whatsoever, Contractor shall sublease / lien the cars to any Bank / Company / Financial Institution.

6.b.4 Delivery Period for cars:

The Successful Bidder shall ensure safe delivery of the **Maruti Swift Dzire VXi model cars** within 30 days of acceptance of VRO at New Delhi.

6.b.5 Extension of delivery period:

In case of delay and if requested by the Successful Bidder, the competent authority at AIESL may consider the request at its sole discretion, if it is due to short supply of the make OR any other prevailing market conditions.

6.b.6 Insurance:

- i) AIESL require Comprehensive Insurance Policy with 'accident depreciation waiver'.
- ii) AIESL will have 'No liability' on insurance claims for damage to the cars during use subject to insurance claim being admissible by the insurer as per Insurance Regulatory Development Authority norms.
- iii) The Successful Bidder will take only 'Comprehensive Insurance Policy' for the cars with unlimited 3rd party coverage.

6.b.7 Minimum additional coverage under 3rd Party insurance coverage:

The following minimum additional coverage under 3rd party will be applicable.

- i) Legal liability of the driver.
- ii) Personal accident coverage to unnamed driver.
- iii) Legal liability to employer:
 - Cover of Rs.2.0 Lac to the driver.
 - Cover of Rs.2.0 Lac to the extent of seating capacity inclusive of driver.

6.b.8 AIESL Liability on Theft OR Total Loss of the Car :

In the event a car is stolen OR damaged beyond repair, in such an event, the payment schedule pertaining to the stolen car OR a car damaged beyond repair shall be considered automatically terminated.

AIESL shall pay to the Service Provider deficit, if any, in foreclosure amount and the excess prorata mileage charge after receipt of insurance claim from the Insurance Company for such theft.

In case, if the stolen car is recovered prior to the insurance company processing the insurance claim, the Service Provider shall sell the said car to the highest bidder selected by it. The deficit OR the surplus amount in such case(s) would be made good by / to AIESL.

AIESL's liability in the above events will be the difference between the foreclosure value and the insurance claim amount received from insurance company which will be settled after receipt of insurance claim.

6.b.9 AIESL liability on account of 3rd Party Claims:

Handling of all legal liabilities / claims arising out of 3rd party claims shall be the responsibility of AIESL.

6.b.10 Facility Management Services (FMS) :

The Service Provider shall be responsible to provide FMS without any extra charge to AIESL except for fixed monthly rentals. The FMS shall include the following:

Accident depreciation waiver:

The Successful Bidder shall provide "accident depreciation waiver" cover to AIESL, Repair and Maintenance (No cost repair to AIESL):

- a) All running and minor / major repairs, Service and maintenance including replacement of tires & batteries, will be provided / rectified, by the Service Provider without any cost to AIESL.
- b) Upon supply of the car, the Service Provider shall provide a copy of the Maintenance Schedule and list of maintenance workshops in the municipal

limits of the city for easy maintenance of Cars at the cost and risk of the Service Provider.

- c) Major accident repairs, if any, will be arranged by the Service Provider through 'designated workshop' of the car Manufacturer at the cost and risk of the Service Provider subject to insurance claim being admissible by the Insurer as per Insurance.

Return of Keys & Accessories:

AIESL shall return the Keys (Original as well as duplicate) and accessories fitted as original equipment on the car.

6.b.11 Undertakings by the Service Provider:

In case of applicable Govt. Taxes / Levy:

The Service Provider must give an undertaking that all the requisite, registrations and licenses under all the applicable local, state and central taxes and laws and to be specified separately under each applicable Tax / Law / Act (i.e. Sales Tax / Service Tax / Income Tax Act / Shop & Establishment Act, etc.) shall be produced for verification / checking of AIESL or to a third party authorized by AIESL / Agencies of Govt. of India.

The Service Provider also undertakes that on the spot checks can be conducted by AIESL / third party authorized by AIESL, anytime for verification of antecedents / credentials. Shortcomings, if any, shall be overcome or else shall be penalized by AIESL.

6.b.12 For Execution of Contract :

The Successful Bidder undertakes that the Cars shall be provided to AIESL as per the Work Scope of the Tender, within 30 days from the date of acceptance of the PO / VRO, after signing of the agreement.

- i) For deregistration of the ownership on termination or completion of the Contract.
- ii) The Successful Bidder undertakes that upon termination / completion of the Contract, the Successful Bidder shall arrange change of RC's of the Cars for removing of ownership of AIESL at his own initiative & cost. However, the Successful Bidder also indemnifies that AIESL shall not be responsible for any accident / incident / any claim / any damages incurred after the Car is returned to the Successful Bidder for deregistration.
- iii) Upon return of the car, AIESL agrees to sign the blank transfer documents for transfer of ownership without the name of the ultimate buyer.
- iv) The Successful Bidder has declared that their principles / any subsidiary Company are not in Airlines / MRO Business. In case, they do so during Contract period, they shall immediately declare it to AIESL.
- v) The Successful Bidder shall give the official mailing address, email and phone numbers to which all correspondences shall be sent by AIESL. Also, if their address is changed at any time, the same shall be intimated to AIESL immediately.
- vi) Any notice by one Party to the other, pursuant to the Contract, shall be sent in writing to the address specified for that purpose in the Contract.

6.b.13 Sub-Contracting :

The Successful Bidder shall not sub-Contract the Work or any part thereof for providing Cars to any other person, concern, firm or company. However, repair / maintenance of Cars shall be through designated workshops as detailed in the schedule / subsequent letter from the Successful Bidder.

Sub-Contracting without the written approval of AIESL may lead to the termination of the Contract with immediate effect without any liability on AIESL and also without prejudice to any other rights which AIESL may have against the Successful Bidder under the Contract.

6.b.14 Claims for Damages:

AIESL shall promptly notify the Contractor of any claims / deficiency on the part of it arising under / out of the Contract.

In case the Successful Bidder, having been notified by AIESL, fails to take remedial action within the stipulated time, AIESL may take a remedial action at the "risk & cost" of the Successful Bidder. In this case, and in case of repeat default by the Successful Bidder, AIESL may terminate the Contract without prejudice to any other rights which AIESL may have on the Successful Bidder under the Contract.

6.b.15 Supervision and monitoring of maintenance schedule of the Cars

Supervision, monitoring and implementation of the maintenance schedules of the Cars, shall be the responsibility of the Successful Bidder. Therefore, the Successful Bidder must have a provision for monitoring and effective management of the Contract including maintenance of cars without any extra cost to AIESL.

6.b.16 AIESL's liabilities on Foreclosure of Contract:

In the event, the Lease Term is terminated by AIESL prior to the completion of the 48 months, AIESL shall pay to the Successful Bidder the foreclosure value plus other charges, such as excess / short Kms etc.

Calculation of Foreclosure Value:

AIESL would intimate its intention to surrender the car to the Service Provider in writing before completion of the Lease Term. The Service Provider would obtain three quotations from the open market to sell the Car. The difference between the highest bid value and the book value would be payable to the Service Provider / receivable by AIESL, as the case may be.

Applicable Lease Rentals / Rates:

The Successful Bidder on receipt of the VRO(s) from AIESL, shall obtain the rates from the supplier / manufacturer for VRO Location and submit a schedule indicating the Lease Rental duly supported by the Price-Bid Format of the Tender for acceptance and approval of AIESL. On approval and acceptance of the schedule by AIESL, the car shall be supplied to the respective AIESL Executive.

6.b.17 Validity of Lease Rentals / Rates:

- i) Once VRO is placed by AIESL and car is supplied by the Successful Bidder, the Lease Rentals / rates for such car will not change during the lease period of Four years except for GST.
- ii) For subsequent VRO's during Contract period, Ex-show room price of car, applicable discount and registration charges may change depending upon the price / discount policy of the manufacture / dealer / supplier. However, other management Fee and insurance charges etc shall not change during the Contract period. The variable and fixed component shall be strictly as per the Price-Bid Format of the Tender as applicable to the respective City / State.

6.b.18 Extension of Lease Period and payment of Lease Rental for Extension period:

- i) If the Car is not returned at the end of Lease Term, the Service Provider has a right to bill the same rentals without committing any services under the lease Contract. AIESL can approach the Service Provider and extend the Lease Term on mutual consent.

ii) Minimum Extension of Lease Term will be for either 03 / 06 / 09 months (As the Insurance renewal will be for a minimum period of 03 months and multiples thereof) and will be done on the existing base rentals plus applicable taxes .

iii) **Foreclosure of Lease extension:**

In case of foreclosure of lease extension , AIESL will have to pay the expenditure incurred by the Service Provider for extension of Lease period, if any, which may include charges for renewal of the insurance.

Recovery of Sum Due:

- i) Whenever under the Contract, any sum is recoverable from the Service Provider, AIESL shall be entitled to recover such a sum by appropriating in part OR full from the SD already deposited by the Service Provider.
- ii) In the event of the said SD being insufficient, the balance OR the total amount recoverable, as the case may be, shall be deducted from any sum due to the Service Provider. Should this amount also be insufficient to cover the amount recoverable, the Service Provider shall pay to AIESL, the balance amount, if any, within 30 days of the demand by AIESL.
- iii) If any amount due to AIESL is so set off from the SD, the Service Provider shall have to make good the said amount of the SD equal to the original value immediately and in any case, not later than 15 days of intimation sent by AIESL.



Annexure - II**Eligibility Criteria for the Bidders**

The Bidder should be experienced and resourceful "Service Providers" fulfilling the following eligibility criteria:

- i) The Bidder should not be any competitor Airline / MRO OR its subsidiary Company. **(Must)**
- ii) The Bidder must be a Firm / Company registered under the Indian Companies Act 1956 or Indian Companies Act 2013.
- iii) The Bidder must have at least **two years'** experience of providing at least two cars of similar nature on lease or transport services on 24x7 bases to Govt. Deptts. / PSUs / reputed institutions, etc. after January **2020**.
- iv) There should be minimum one completed orders per year for same / similar work. **(Must)**
- v) **The bidder must have at least annual turnover of 22 Lakh Rupees.**

Note:

- Details of experience should be filled up in **Annexure - V** and PO copies / agreements with satisfactory performance certificate (issued by the user) for each order, be attached with the **Annexure-V** & be submitted with Technical-Bid as proof of the experience failing which Tender shall be liable for rejection.
- The Bidder should have a working office in Delhi / NCR for execution, monitoring/ supervision and management of the Contract. **(Optional)**
- In case, the Bidder is not having a working office in Delhi/ NCR at the time of application of the Tender and in case, he/she turns out a Successful Bidder, then he/she has to open a working office in Delhi / NCR, within 30 days of accepting of the LOA/ Contract.
- The Bidder must be an income tax payee and should furnish PAN Registration No. **(Must)**
- The Bidder must have GST registration, at the time of application of the Tender. **(Must)**

Important Points for the prospective Bidders:

Copies of documentary proof of PAN & GST must be furnished along with Technical-Bid (Part A). Replies such as 'Applied for' OR 'Under Process' shall not be acceptable under any circumstances.

Annexure - III

A SCOPE OF WORK:

The present requirement is for Leasing newly purchased six **Maruti Swift Dzire VXi model cars** without drivers as per details below:

LOCATION	Type of vehicle required.	No. of vehicles	Approx. monthly running (Kms) per vehicle
AIESL Headquarters, Safdarjung Airport Complex, New Delhi-110003	AC Petrol Maruti Swift Dzire VXi	06 No.	1,500 Kms per month

Condition of vehicle:	Newly purchased, registered not earlier than 01.04.2023.
Vehicle Colour:	White
Vehicle Number Plate:	White Plate Registration Number
Maintenance:	To be borne by Successful Bidder
Fuel:	Fuel cost to be borne by AIESL or its employees

B TECHNICAL TERMS AND CONDITIONS:

- 1) Cars deployed should be brand new, maintained neat and clean both internally and externally & in good and road worthy condition all the time with neat and clean upholstery.
- 2) The car must be registered in the name of AIESL with RTO, Delhi and NCR and should not be registered earlier than 01.04.2023 and should be white in color.
- 3) Any car registered in the name of any serving AIESL/AIAHL/its subsidiary Employee or his/her family members shall not be deployed against the requirement of this Tender.
- 4) No private registered Cars should be included and the same will not be allowed to be used after award of the Contract.
- 5) The Successful Bidder must provide newly purchased Cars, within 30 days' from the date of acceptance of the LOA / Contract.
- 6) The Successful Bidder should be in a position to meet, 50% additional requirements of similar Cars of above category at short notice, as and when required.
- 7) In the event of breakdown of Car(s) for any reason, whatsoever, immediate replacement by similar Cars will have to be provided by the Contractor, failing which a penalty shall be imposed in addition to reimbursement of all expenses incurred by AIESL in this regard.
- 8) **Help Desk:**
The Successful Bidder should have proper office with minimum one telephone & fax manned round the clock so that they can be contacted at any time. Bidder should give their office and residential telephone number/contact person(s) name in their quotation.
- 9) **Designated Representative:**
The Successful Bidder shall nominate a designated representative with mobile phone to coordinate and liaise with GM (Engg. - PPMM), AIESL Headquarters.
- 10) **Supervision of the provided cars:**

The Successful Bidder shall appoint an independent supervisor to monitor the smooth operations of the cars, without any extra cost to AIESL.

11) **Services / Dispute redressal by Successful Bidder:**

The Contract is for providing Cars only and not for engagement of any staff deployed for running the fleet.

The essence of the Contract will be on qualitative / satisfactory services. Any complaint on account of unsatisfactory services of Cars will be liable for such penalty as may be considered reasonable by AIESL

12) The Successful Bidder shall comply with all the laws, rules, and regulations applicable to him in respect of his Cars and any breach thereof shall render the Contract liable to cancellation. The Successful Bidder will have to ensure that all the obligations under various applicable acts, rules and regulations as amended from time to time, for leasing cars to AIESL are to be fulfilled and complied.

13) Successful Bidder shall make provision for accommodating the company materials in addition to for seating the staff.

14) **Rates:**

Rates to be quoted in INR only. Any deviation in currency OR if rates quoted are conditional, the same shall be out rightly rejected.

Payment Terms:

Payment shall be made within **45** days from the date of receipt of the monthly bills duly verified and certified by the user department to Finance Deptt.

15) **Penalty:**

Description	Penalty Amount in Rs.....
Poor condition of Car	300/- per day
AC not working.	500/- per car per day
Non-deployment of Car due car problem	500/- per car up to first four hours further, if replacement car is not provided ₹ 500/- per car for every 4 hours shall be charged. This shall be applied afresh, if situation continues next day and thereafter.

16) **Security Deposit (SD):**

Security deposit **5%** of total Contract value.

17) **Settlement of Disputes:**

Arbitration:

Any dispute or difference whatsoever arising between AIESL and the Service Provider out of OR related to the Contract, interpretation, application, meaning scope operation OR effect of this Contract or the validity or the breach thereof, shall be referred to the higher management of AIESL for settlement. In case, the dispute is not settled by AIESL, the same shall be forwarded to the "SCOPE FORUM OF CONCILIATION AND ARBITRATION, GOVERNMENT OF INDIA" and the award made in pursuance thereof shall be binding on the parties. However, the Contractual obligations shall continue to be executed / discharged during pendency of the arbitration.

18) **Jurisdiction:**

Any dispute, whatsoever, shall be subject to the Jurisdiction of New Delhi / Delhi Courts only.

Annexure - IV

TECHNICAL-BID FORM (PART A)

Name of the Bidder Firm / Company			
Complete Address of the Bidder Firm / Company			
Telephone No. / Mobile No. / email ID			
Name, Mobile number of Contact Person			
1	Technical Details of the Bidder Firm / Company		
(I)	Whether Bidder Firm / Company is a competitor Airline, MRO OR its subsidiary Company. If yes, such Bidder is ineligible to quote. (MUST BE NO)	No	
(II)	Whether Bidder Firm / Company registered in India under the Indian Companies ACT 1956 OR Indian Companies Act 2013 for last 3 years. (Must)	Yes / No	
(III)	Details of Regn.. of Bidder Firm / Company. Self-attested copy of Regn. Certificate to be enclosed. (Must)	-----	Regn. No. / Date
2	Have you quoted for all types of cars as per work scope	Yes/No	
3	EMD (Bank Draft/ Banker's cheque)	Rs. 72,000	
	Whether EMD being submitted	Yes/No	Details
4	Experience details		
(I)	Whether having 02 yrs experience of providing same or similar Transport services on 24x7 basis as per Tender, from Jan. 2020 onwards to Govt. Deptts / PSU's / Pvt. Institutions etc.. Copy of PO and satisfactory performance certificate to be enclosed (Must) .	Yes / No.	
(II)	Whether order copies and satisfactory performance certificate(s) enclosed? Two different orders (one in each year) with Performance Certificate for each order, to be enclosed. (Must)	Yes / No	
(III)	Whether 02 years' experience details filled in the format (Annexure-V). (Must)	Yes / No	
(IV)	Whether company is profitable. (Copy of Turnover certificate from CA, copy of Balance sheet & Profit/Loss, Copy of ITR & Computation to be provided)	Yes / No	
5	Working Office		
(I)	Whether having a working office in Delhi / NCR at the time of application of the Tender? (Optional) In case, the Bidder turns out a Successful Bidder, then it has to open a working office in Delhi / NCR, within 30 days of accepting of the LOA / Contract.	Yes / No	
(II)	In case, NO to 6 (I), it is agreed that if selected for award of Contract, we shall open a working office in Delhi / NCR, within 30 days of accepting of the LOA / Contract. (Must)	Yes / No	
6	Whether Certificate for unconditional acceptance of Tender terms and undertakings, enclosed as per format (Annexure-VII)? (Must)	Yes / No	
7	Whether duly signed non-disclosure agreement enclosed (Annexure-VIII)? (Must)	Yes / No	
8	Whether having GST registration? Self-attested copy to be enclosed? (Must)	Yes / No	GST No. Date:
9	Whether having ESIC Regn. No ? Self-attested copy be enclosed (if applicable)	Yes / No	ESIC Reg. No.

10	Whether having PF Regn. No? Self-attested copy to be enclosed (if applicable)	Yes / No	PF Reg. No.
11	Whether having PAN. Self-attested copy to be enclosed. (Must) .	Yes / No	PAN:
12	Whether self-attested copy(s) of Income Tax Returns for last 03 Financial years viz. . FY2019-20, FY2020-21 & FY2021-22 Enclosed? (Must)	Yes / No	FY2019-20 FY2020-21 FY2021-22
13	Whether Bidder is having an average turnover of Rs. 22 lakhs or above, per year for last 03 FYs, i.e. FY2019-20, FY2020-21 & FY2021-22? (Must) .	Yes / No	FY2019-20 FY2020-21 FY2021-22
14	Whether self-attested copies of Profit & Loss a/c for last 03 FYs, i.e. FY2019-20, FY2020-21 & FY2021-22 enclosed in support of proof for Turnover? (Must)	Yes / No	FY2019-20 FY2020-21 FY2021-22
15	Whether self-attested copies of Balance Sheet for last 03 FYs, i.e. . FY2019-20, FY2020-21 & FY2021-22 duly verified by registered Chartered Accountant enclosed in support. (Must)	Yes / No	FY2019-20 FY2020-21 FY2021-22
16	Whether payment terms of 45 days credit accepted? (If No, then loading of 1.5 % per month shall be done on quoted rates for calculation only and for deciding L-1 Bidder).	Yes / No	
17	Whether execution of Contract within 30 days from the date of accepting LOA, is accepted? (If no, then loading of 0.5 % per week on quoted rates shall be done for calculation only and for deciding L-1 Bidder.)	Yes / No	
18	Are you already doing business with AIESL or with any subsidiary Company of AIAHL, in same name OR under some other name? If so, please provide details.	Yes / No	If yes, provide details.
19	Has your Company ever been Black-Listed by AIESL / AIAHL / any agency of the Airport or elsewhere? If yes, please give details.	Yes / No	If yes, provide details.
20	Details of Organization set up & office Manpower		
	No. of Drivers	No. of Helpers	No. of office / support staff
			Total Staff
	Bidders to please note :		
21	Competitor Airline / MRO OR its subsidiary Companies are not permitted to quote in this Tender. In case, if it is found at any stage that the Bidder Company is an Airline / MRO OR its subsidiary Company, their Bids shall be rejected and their EMD shall also be forfeited. Any other action as deemed fit, may also be taken. No, representation / appeal in this regard shall be admissible.		
(I)	It is confirmed that we are not a competitor Airlines / MROs OR subsidiary company of any Airline.		
(II)	It is confirmed that we have the capability & capacity to provide the services as per terms of the Tender.		
(III)	It is confirmed that there is no hidden cost to AIESL except for the cost as per rates quoted in the Financial Bid Form.		
(IV)	It is confirmed that we have carefully gone through, understood and hereby agree to abide by all the Terms & Conditions, Scope of work and Specifications governing the Tender.		
(V)	It is also confirmed that the quoted rates are valid for 120 days from the date of opening of the Tech Bids.		
(VI)	It is also confirmed that the information given in the Tender and documents attached are true and correct to the best of my knowledge and belief and nothing material is concealed.		
(VII)	It is also confirmed that I am authorized to sign the Tender documents.		
Signature of Authorized signatory:			
Name & Designation:		Date:	
Co. Name	Seal:	Place:	

Annexure - V

FORMAT FOR PROVIDING EXPERIENCE DETAILS

(TO BE ATTACHED WITH TECHNICAL-BID FORM PART A)

1 Experience details (To be Filled up by the Bidder):

SN	Contract Type	Name of Bidder Firm / Co.	Name of the Contact Person of Firm / Co.	Name of Client for whom providing services	Period of Contract (From – To) (Date)	Annual Value (INR) Rs.	No. of Cars Provided	Order / Contract Copy Provided or not	Satisfactory performance certificate provided or not
(I)	Transport Services /	M/s							
(II)									

2 Important Notes for Bidders (to comply):

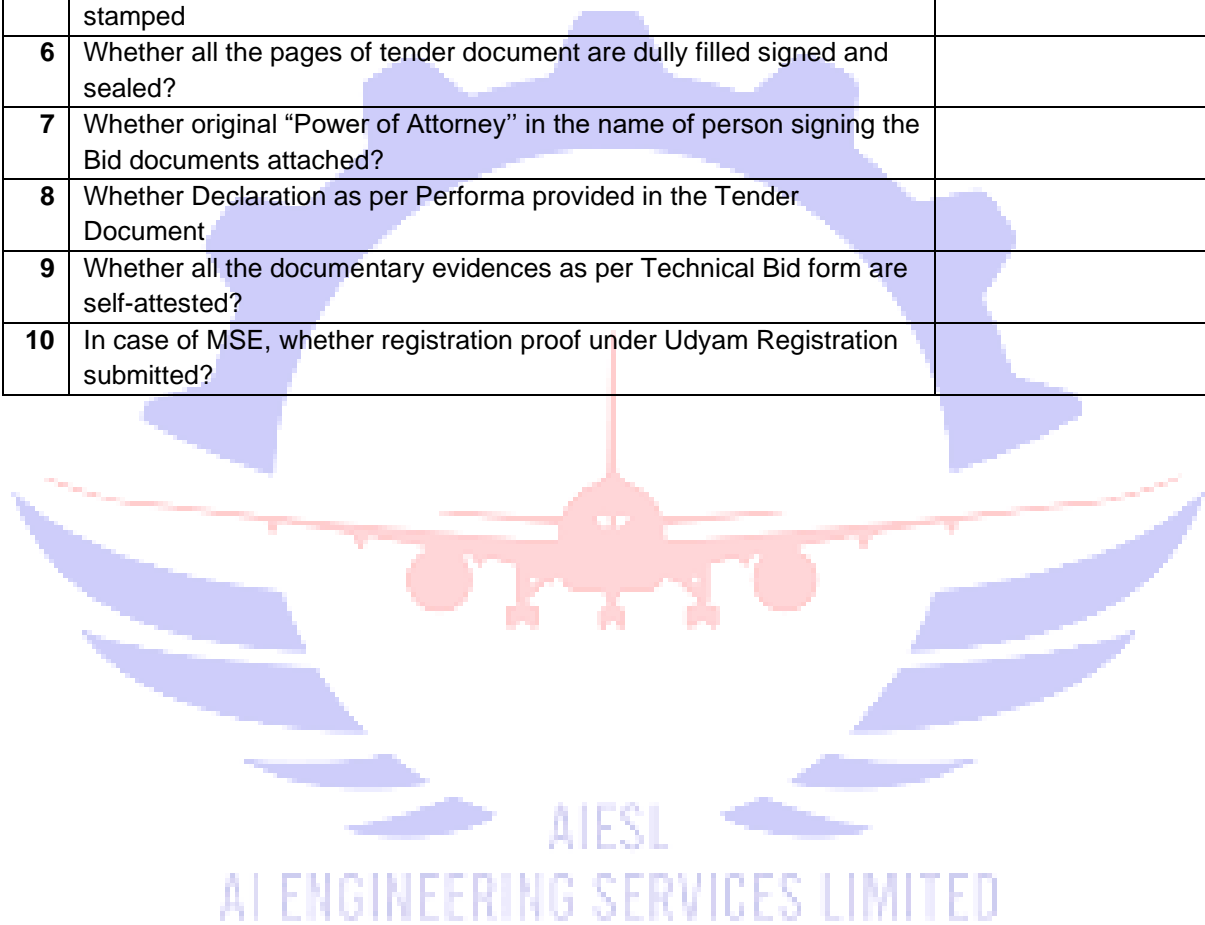
- (I) Experience details must be filled up in the above table and relevant documents must be enclosed.
- (II) There should be minimum one order each years to complete two year experience. Having different order copies in the same year cannot be counted as two years' experience.
- (III) Order / Contract copy together with satisfactory performance certificate issued by the clients/ party(s), to be provided in support of Experience.
- (IV) Experience must be minimum two years on or after **January 2020** onwards till the date of opening of the Tender.
- (V) Satisfactory performance certificate should be enclosed with the relevant order / Contract for easy identification.
- (VI) If experience details are not filled in the above table and documents not provided as explained above, the Tender shall be liable for rejection.

Signature of Authorized signatory :
Name & Designation:
Co. Name & Seal:
Date:
Place: New Delhi

Annexure - VI

BIDDER'S CHECKLIST

SN	Particulars of completed tender document	Status of submission (Indicated Yes / No)
1	Whether Technical Bid (Part-I) sealed as required?	
2	Whether Technical Bid (Part-II) sealed as required?	
3	Whether all envelop kept inside one Master envelope?	
4	Whether EMD (Bank Draft/ Banker's cheque) kept in separate envelope and duly sealed?	
5	Whether Annexures V, VI (Chk List), VII & VIII Duly filled, signed & stamped	
6	Whether all the pages of tender document are dully filled signed and sealed?	
7	Whether original "Power of Attorney" in the name of person signing the Bid documents attached?	
8	Whether Declaration as per Performa provided in the Tender Document	
9	Whether all the documentary evidences as per Technical Bid form are self-attested?	
10	In case of MSE, whether registration proof under Udyam Registration submitted?	



Signature of Authorized signatory :
Name & Designation:
Co. Name & Seal:
Date:
Place: New Delhi

Annexure - VII

**FORMAT FOR SUBMISSION OF UNDERTAKINGS
(TO BE ATTACHED WITH TECHNICAL-BID FORM PART A)**

To

**Dy. General Manager (E-PPMM)
AI Engineering Services Ltd,
Northern Region,
New Avionics Complex,
IGI Airport, Terminal - 2,
New Delhi-110037.**

Tender No.: _____

Dated: _____

Subject: Acceptance and signing of the undertakings related to the Tender.

The following undertakings are accepted and confirmed as under:

- 1 That we are not a competitor Airline / MRO OR subsidiary company of any Airline / MRO.
- 2 That we hereby give our un-conditional acceptance of all the terms and conditions including scope of work as given in the Tender.
- 3 That we have quoted the rates as per format of the Fin. Bid Form-Part B (**Annexure- X**) .
- 4 That the rates quoted, are valid for 120 days from the date of opening of the Tech. Bids.
- 5 That we have the capability & capacity to provide the services as per terms of the Tender.
- 6 That we shall execute the order within 30 days from the date of acceptance of the LOA.
- 7 That on acceptance of LOA, we shall sign the agreement of terms & conditions within 30 days' time or latest by submission of the first bill.
- 8 That payment terms of **45** days is agreed.
- 9 Possession of working office in Delhi/ NCR is optional at the time of application of the Tender. However, if selected, we shall have / arrange a working office in Delhi/ NCR within 30 days of accepting of the LOA.(If having working office in Delhi / NCR, Please confirm with address, phone & email)
- 10 Possession of ESIC and PF registrations, is optional at the time of application of the Tender. However, if selected and if ESI & PF becomes applicable to such services, the same shall be obtained by us, within 30 days of being notified by AIESL and shall submit a copy to AIESL. (If possessing ESIC & PF registrations, please confirm and provide a self-attested copy with the Technical-Bid Form.)
- 11 That the information given in the Tender and documents attached are true and correct to the best of my knowledge and belief and nothing material is concealed.
- 12 It is also confirmed that I am authorized to sign the Tender documents.

Signature of Authorized signatory:
Name & Designation:
Co. Name & Seal:
Date:
Place: New Delhi.

Annexure - VIII

**NON-DISCLOSURE AGREEMENT FROM THE BIDDER
(TO BE ATTACHED WITH TECHNICAL BID FORM PART A)
(This document is strictly Private and Confidential)**

To
Dy. General Manager (E-PPMM)
AI Engineering Services Ltd,
Northern Region,
New Avionics Complex,
IGI Airport, Terminal - 2,
New Delhi-110037.

Tender No.: _____

Dated: _____

Dear Sir,

Sub: Non-disclosure Agreement

We acknowledge that during the course of bidding for above referred Tender of AIESL, we shall have access to and be entrusted with Confidential Information (commercial, technical, operational, administrative, financial, marketing, business, OR intellectual property nature OR otherwise), whether oral or written, relating to AIESL and its business that is provided to us pursuant to this Agreement.

In consideration of AIESL giving access to us to the above premises and making confidential Information available to us, we agree to the terms set out below:

1. We shall treat all confidential Information as 'Strictly Private and confidential' and take all steps necessary to preserve such confidentiality.
2. We shall use the confidential Information solely for the preparation of our response to the above referred Tender and not for any other purpose whatsoever.
3. We shall not disclose any confidential Information to any other person or firm without the prior written consent of AIESL.
4. This agreement shall continue perpetually, unless and to the extent that AIESL may release it in writing.
5. We acknowledge that No failure OR delay by AIESL in exercising any right, power OR privilege under this agreement shall operate as a waiver thereof OR shall any single OR partial exercise thereof OR the exercise of any other right, power, OR privilege.
6. We have read this agreement fully and hereby confirm our acceptance of its terms.

Yours sincerely,

Signature of Authorized Signatory:**Name & Designation:****Company Name & Seal:****Date:****Place: New Delhi**

Annexure - IX

FORMAT OF AUTHORIZATION LETTER TO ATTEND BID OPENING
 (The representatives of the Bidder Company should carry the Authorization letter typed on Company's letter head, at the time of attending to the opening of Bids)

To
 Dy. General Manager (E-PPMM)
 AI Engineering Services Ltd,
 Northern Region,
 New Avionics Complex,
 IGI Airport, Terminal - 2,
 New Delhi-110037.

Tender No.: _____

Dated: _____

Dear Sir,

Sub: Authorization for attending bid opening.

The following person is hereby authorized to attend the bid opening on our behalf.

SN	Name	Email ID	Mobile No.	Signature
1				

Signature of Authorized signatory:**Name & Designation:****Co. Name & Seal:****Date:****Place: New Delhi****Notes:**

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

Annexure - X

PRICE-BID Form (Part B)

1	Name of the Bidder / Co.		
2	Address		
3	Telephone No. Email ID		
4	Name of Contact Person / Mobile (1) Name of Contact Person / Mobile (2)		
5	Monthly Rates for the cars as per work-scope :		
	Newly Purchased Maruti Swift Dzire VXi model cars without Drivers: 06 Nos.		
I	Rates per month per car	In Figure In Words	₹ _____ per month Per Car _____ per month per Car
II	GST		% (in figure).....
III	Total Cost of ownership for Six Cars (without GST) per month		₹ _____
IV	GST on Monthly Rental of six cars		₹ _____
V	Total Cost of ownership for Six Cars including GST for Six Cars (Per month)		₹ _____
VI	Extra running Charges (Rs per Km) Short running Discount (Rs per Km)		₹ Per Km ₹ Per Km

Note: In case of any ambiguity in quoted rates, amount written in words mentioned in column 5 (I) shall be considered as final.

6. Criteria for selection of L1 rates :

Lowest (L-1) rates will be decided on the basis of Total Monthly out-go (including GST) calculated as per the rates quoted in column 5(i) to 5(v) and after applying loading criteria, if any. After opening of Financial Bid the L-1 Bidder should match the other lowest quote(s) for each type of car as specified above.

7. Applicable Rates & Validity :

Rates to be quoted in INR, as per the format given in the Price-Bid Form (Part B) only. Any deviation in format OR if rates quoted are conditional, the same shall be out rightly rejected.

(I) Inclusions:

The rates offered by the Successful Bidder shall be inclusive of Capital Cost of Vehicle(s), all Govt. Taxes / Levies, Insurance, depreciation, cost of Finance, Fleet Management Cost / Services / Charges, Fleet Supervision / Monitoring Cost, Contract Management Fees, etc.

(II) Exclusions:

The GST on applicable Lease rentals is excluded. This would be paid, if applicable, together with the monthly bills on submission of proof of payment, as applicable, from time to time.

9 Rate Negotiation:

It is not the general practice of AIESL to carry out Post Tender Negotiations. Therefore, Bidders are advised, in their own interest, to submit their best quotes in response to this Tender. AIESL, however reserves the right to carry out negotiations after evaluation of Price-Bids in exceptional cases with the L-1 Bidder.

10 Special Powers to AIESL:

In case there is a tie between two Bidders, AIESL shall have a right to ask both the Bidders to offer revised bid in the sealed envelope. The L-1 out of the revised Bids, shall be entitled for award of the Contract.

11 Validity of Rates:

Rates finalized & agreed will be valid for the Contract period of Four (04) Years which may be extended for a period of three months. Continuity of the Contract shall depend on the satisfactory performance of the Contractor.

12 Revision of Rates during Contract period:**(I) General:**

No request shall be entertained for increase of Rates, during the validity of the Contract and extensions, if any, under any circumstances.

(II) Revision due to increase in Govt. Taxes / levy:

Not applicable

(III) Revision due to Increase in Minimum wages of staff:

Not applicable in this case. Since, this Contract is for providing Transportation Services and not for engagement of manpower. Therefore, increase in the minimum wages, shall not be applicable to this Contract.

(IV) Any overwriting / cutting in rates must be signed.**13 Distribution of Business:**

The Bidder is required to Bid for the newly purchased six **Maruti Swift Dzire VXI model cars** and is required to give a confirmation in the "Technical-Bid (Annexure - IV)" that they have sufficient capacity to supply the Tendered numbers of vehicles, as per AIESL requirement.

However, in the event of L-1 Bidder failing to comply with the delivery schedule and not meeting the requirements, AIESL at its discretion may award business next lowest Bidder.

14 Declaration: It is reiterated

(I) That I have carefully gone through and have understood and agreed to abide by the General Terms & Conditions, Work-scope and specifications governing the Tender.

(II) That the above rates quotes had been filled after considering all the factors and all the costs and consequences related to the work scope, terms and conditions of the Tender.

(III) The Price-Bid will be valid for 120 days from the date of opening of Technical Bids.

(IV) It is also confirmed that I am authorized to sign the Tender document.

Signature of Authorized signatory:

Name & Designation:
Company Name & Seal:
Date:
Place: New Delhi

