

Subject: Tender for Rate Contract for Supply of Aircraft Consumables at AIESL's 06 locations for a period of 03 years .

Subject: Tender for Rate Contract for Supply of Aircraft Consumables at AIESL's 06 locations in India for a period of 03 years.



Issued by:
Central Procurement Cell(CPC)
AI Engineering Services Ltd. (AIESL),
HQRS, New Delhi



Caution:

While every care has been taken to ensure that the contents of this tender are accurate and up to date till date, the entities are advised to check the precise current provisions of extant law and other applicable instructions from the original sources. In case of any conflict between the provisions stipulated in this tender and in the original sources, such as GFR or the prevailing laws, the provisions contained in the extant law and the original instructions shall prevail.

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Section-1 - Notice Inviting Tender (NIT)

S/N	Brief Description of the Tender	DETAILS
1.1	E-Bids against this Tender are invited from OEM and AIESL approved Suppliers for “Rate Contract for Supply of Aircraft Consumables at AIESL's 06 locations in India for a period of 03 years” in complete accordance with this tender document for a period of three years.	Please see the complete details in the tender document.

S/N	Description	
1.2	Type of tender:	Two Stage, Two Bids: Part I as Technical Bid and Part II as Price Bid.
1.3	Selection Criteria	L-1 for each line item listed in the Table
1.4	Date of issue of tender documents	Refer GeM
1.5	Process to raise pre-bid queries.	On GeM
1.6	Pre-Bid Meeting Date & Time	Refer GeM
1.7	Place of submission of Bids	On GeM
1.8	Closing date and time for submission of Bids	Refer GeM
1.9	Opening of - Technical Bid-Part I	Refer GeM
1.10	Time, and date of Opening of Price bid-Part II	Refer GeM
1.11	Officer to be contacted for clarifications/help:	queries may be raised on or before the pre-bid on GeM only.

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S/N	Abbreviation	Description
2.1	AMC	Annual Maintenance Contract
2.2	CPPP	Central Public Procurement Portal
2.3	ECS	Electronic Clearing System
2.4	EMD	Earnest Money deposit
2.5	GeM	Govt e-Marketplace
2.6	NIT	Notice Inviting Tender
2.7	GTC	General Terms & Conditions
2.8	STC	Special Terms & Conditions
2.9	INR/FC	Indian Rupees/Foreign Currency
2.10	Part I	Technical Bid
2.11	Part II	Price Bid
2.12	MSME	Micro, Small & Medium Enterprises
2.13	OEM	Original Equipment Manufacturer
2.14	PBG	Performance Bank Guarantee
2.15	PO	Purchase Order
2.16	RC	Rate Contract
2.17	RFQ	Request for Quote
2.18	DTD	Door to Door Basis
2.19	L-1 Bidder	Lowest Bidder
2.20	ITR	Income Tax Return
2.21	SOR	Schedule of Requirements
2.22	LOA	Letter of Award
2.23	CRAC	Consignee receipt cum acceptance certificate
2.24	TAT	Turnaround time
2.25	LD	Liquidated damages
2.26	PRC	Provisional Receipt Certificate
2.27	RFP	Request of Proposal

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Section-3 Instructions to Bidder(s) (ITB)

3.1	1) The bids will be submitted under single stage-two-part bidding system i.e., Technical-bid and Price Bid. 2) Bid shall also be published on AIESL's website www.aiesl.in and can also be downloaded from website. But submission of bids will be through GeM only.	
3.2	<p>Bid Submission: Through GeM only. 1) Technical bid-Part I (Refer Section 8 for details) 2) Price bid - Part II (Refer Section 9 for details)</p> <p>Both the bids shall be opened separately. Price bids will be opened of technically qualified bidders only.</p>	
3.3	PART-I	1) It shall be named "Technical Bid" . 2) No price bid related information shall be mentioned in the Technical Bid. 3) It shall contain all Tender documents except Price Bid. 4) If the price is disclosed in "Technical Bid", it will lead to rejection of the bid. 5) The Technical Bid as per prescribed format (Refer Section 8 for details) must be submitted separately. 6) The Bidder(s) must furnish the Technical Bid along with copies of all attachments/annexures/documents/information (except Price Bid) and details sought /required through documentary evidence, duly signed by the authorized signatory of the Bidder(s) with company seal on all the pages of such documentary evidence and annexure submitted along with Technical Bid, as per the terms of the Tender. 7) Bidders are instructed to submit all relevant documents serially as mentioned in bid document. Company may not ask separately documents. Therefore, it may be a cause of rejection.
3.4	PART-II	1) It shall be named "Price Bid" . 2) It shall contain only Price Bid. 3) The Price bid should be submitted separately as per prescribed format (Refer Section-9 for details). 4) The prices in the Price Bid must be clearly typed both in words and figures without any error. 5) Bidder(s) are advised to study the Tender carefully. 6) Submission of Bid shall be deemed to have been done after careful study and examination of the tender with full understanding of its implications. 7) Bids prepared by the Bidder(s) shall contain all requisite information along with self-attested supporting documents as per details provided in the Tender. 8) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected. 9) If for some reason, the Bid opening or submission date is declared a holiday, then the Bid submission/opening date will automatically stand extended to the same time of the next working day. 10) In case of discrepancy between unit price and total price, the unit price shall prevail.
3.5	<p>Bid Offer Validity: 1) The bids shall be valid for a period of 120 days from the date of opening of</p>	

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	<p>Technical Bid.</p> <p>Prior to expiry of the validity period of the Proposal, AIESL may request the Bidder(s) to extend the validity period of the Proposal. The request and the response thereto shall be made in writing. A Bidder agreeing to the request shall not be permitted to modify its Proposal but shall be required to extend the validity of its Proposal. All the terms of the bid document shall continue to be applicable during the extended period of validity.</p>
3.6	<p>Bidder(s) are advised to quote strictly as per terms and conditions of Tender and any deviation will lead to rejection. Vague and ambiguous replies and replies such as "Refer covering letter, conditions of Bid etc. shall be avoided. Such replies shall be deemed to be incomplete and may prevent the Bid from being considered by the AIESL.</p>
3.7	<p>Pre-Bid Meeting :</p> <ol style="list-style-type: none"> 1) The purpose of the Pre-Bid meeting shall be to clarify the issues and to respond to queries received from the prospective Bidder(s). Pre-bid queries may be raised on or before the pre-bid on GeM only. 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 because of the Pre-Bid meeting, shall be made by AIESL exclusively through the issue of an Addendum / Corrigendum separately and shall be available on AIESL's website as well as on GeM. 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 Bidder(s). It is the Bidder's responsibility to visit the said portals 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. Interested Bidder(s) who desire to attend the Pre-Bid meeting shall communicate one day 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 to aieslspares.nr@aiesl.in 4) Maximum 2(two) representatives of each Bidder shall be allowed to attend the Pre-Bid meeting on the date fixed by AIESL. The Bidder(s) 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. 5) Queries raised on mail will not be entertained during pre-bid meeting.
3.8	<p>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</p>
3.9	<p>The information provided in this tender to the Bidder(s) is on a wide range of matters, some of which depend 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.</p>

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3.10	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.
3.11	Technical Bids shall only be opened on the day of opening of Tender. Price Bids of only qualified Bidder(s), after the evaluation of the Technical Bids, shall be opened at a later stage.
3.12	AIESL intends to award of contract in the ratio as per below: 1) 70% of total order qty to L-1 Bidder(s). 2) 30% of total order qty to L-2 Bidder(s) provided L-2 Bidder matches the L-1 price. If L-2 Bidder(S) does not match L-1Price the 100% order will go to L-1 Only Please also refer point 4.22 (5) in this regard.

Section - 4 General Terms & Conditions (GTC)

4.1	The tender does not imply that AIESL is bound to select a bidder or to appoint the selected bidder.
4.2	AIESL reserves the right to cancel the entire tender or postpone or extend the date of bid receipt including after the scheduled date of closing or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, Bidder(s) shall not be entitled to any compensation, in any form whatsoever.
4.3	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.
4.4	The rates quoted in the Price 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
4.5	The Price bids should be in Indian Rupees (INR) / Foreign Currency (FC) only. Foreign currency will be converted into INR as per prevailing IATA rate applicable on date of Price Bid opening for the purpose of price bid evaluation.
4.6	Conditional discounts / credits, if any, shall not be given any consideration in the evaluation.
4.7	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
4.8	All information related to the price quoted by the bidder should be given only in the Price 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.
4.9	Price bids of only those Bidder(s) who qualify based on evaluation of their technical bid would be opened and accordingly such Bidder(s) would be intimated.
4.10	The bid is to be submitted after careful study and examination of the tender

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	document, and after obtaining a full understanding of the requirements. Bidder(s) 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.
4.11	The Bidder(s) 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.
4.12	Determination of whether the bid complies with the tender requirements or not, will be at the sole discretion of AIESL.
4.13	In case the taxes, levies and duties are not mentioned separately, the bid shall be considered as inclusive of taxes.
4.14	The basic price offered/agreed shall remain fixed till the completion of the Contract and subject to the terms of the Tender/Contract.
4.15	Any statutory increase in taxes / levies / duties in contract period shall be paid by AIESL on submission of proof of payment by the bidder. Similarly, in case of any reduction in the taxes/ levies/ duties from the present level, the benefit will be passed on to AIESL.
4.16	During the Contract Period, if for any reason there is a downward revision in the prices, the Successful Bidder shall pass on the benefits of the same to AIESL.
4.17	Payment will be made by AIESL through ECS (Electronic Clearance Service) / Wire transfer.
4.18	Bidder(s) are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions.
4.19	Bids must be submitted in English languages only. All documents requested in the tender to be enclosed in English language only. Do not enclose any link for downloading of any document requested in the tender document.
4.20	If Bidder is quoting NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
4.21	<p>Purchase Preference to MSEs :</p> <ol style="list-style-type: none"> 1) Public Procurement Policy for MSEs Order, 2018 has been notified under section 11 of MSMED Act, 2006. It refers to the preferential treatment given to MSEs (Micro and Small Enterprises) in the procurement processes of the Government entities. 2) To avail Purchase Preference, Bidder(s) must adhere to specific eligibility criteria: <ol style="list-style-type: none"> a) <u>Goods</u>: The bidder(s) must be a manufacturer of the offered Goods or Service. b) <u>Services</u>: The bidder must be a Service provider of the offered Goods or service. c) <u>OEM or Service Provider</u>: Bidder(s) or Service provider must be registered with the organization as mentioned in the policy or have an Udyam Registration Certificate. All MSEs must have registration as per provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate

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	<p>of Handicrafts and Handlooms or Udyog Aadhaar Memorandum (UAM) or any other body specified by Ministry of MSME.</p> <ol style="list-style-type: none"> 3) MSEs must be registered for the required Goods or Services of tender documents (Consumables) in order to claim the exemption/preference. 4) The registration certificate issued from any one of the above agencies must be valid as on the close date of the tender. The Successful Bidder shall ensure that the same is valid till the end of the Contract period. 5) Purchase preference shall be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (dated 23.03.2012). <p><u>Matching L-1 Price:</u></p> <p>If the Lowest Bidder (L-1) is not an MSE and in case participating MSEs are quoting price within the price band of L1+15 (fifteen) per cent then these MSEs shall be invited to match the L-1 price. First opportunity shall be given to MSE who is quoting less than other MSEs within the price band of L1+15%. Such MSE who is able to match the L1 price shall be allowed to supply 30(Thirty) percent of order qty and contract shall be awarded to that MSE accordingly.</p> <p>In case such lowest eligible MSE fails to match the L1 price or accepts less than the offered quantity, the next higher MSE within the margin of L1+15% shall be invited to match the L1 price for remaining quantity and so on and contract shall be awarded accordingly.</p> <p>In case some quantity is still left uncovered in MSEs, then such balance shall be awarded to L1 Bidder.</p> <p>In case if more than one MSEs are quoting the same price within L1+15% price band then 30 (thirty) percent quantity shall be distributed equally among these MSEs bidders subject to matching L-1 price. Remaining 70(Sixty) percentage quantity shall be allowed to supply by L-1 bidder.</p> <p>Note:</p> <ol style="list-style-type: none"> i) AIESL can split the Bid with MSE Purchase Preference among maximum 3 MSE Bidders. ii) In case, if there is no eligible MSEs within L1+15% price band which is able to match the L1 price, then AIESL shall split the order quantity in 70:30 ratio provided L-2 matches the rates with L-1 rates for the specific line item.
4.22	<p><u>Purchase Preference Policy - Make in India (PPP-MII):</u> This tender comes under the purview of revised PPP-MII Order issued by Government of India, Dt. 4/6/2020 and subsequent amendments. The subject items fall under divisible category. For procedures with respect to Purchase Preference Policy (Preference to Make in India), please refer guidelines issued under PPP Policy. In order to avail preference, the bidder have to mandatorily submit declaration certificate indicating the extent of Minimum Local Content (MLC) in their product and also location of such value addition.</p> <p><u>Purchase preference:</u> In the procurements, which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier', as per following procedure:</p> <ol style="list-style-type: none"> i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class- I local supplier', the contract for full quantity will be awarded to L1.
4.23	<p><u>Startup:</u></p>

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	Startups in the field of "Aircraft consumable supply" shall be given relaxation in past experience subject to quality and technical specification of tender documents. Bidder(s) are advised to refer to the Government of India latest notice and circulars.
4.24	The bid amount shall be inclusive of packing, forwarding, transportation, insurance, delivery, unloading charges and any other charges as applicable at AIESL facility.
4.25	AIESL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.
4.26	<p><u>Payment Terms:</u></p> <ol style="list-style-type: none"> 1) The payment shall be made within 30 days of submission of Invoice to AIESL after successful delivery of items as per contract. 2) No advance shall be paid by AIESL. 3) Successful bidder is required to submit duly verified Bank Mandate form along with a copy of relevant cheque leaf, duly cancelled to enable Accounts to make payment through ECS/NEFT etc. 4) TDS if applicable shall be deducted by AIESL from the payment made against these invoices, as per the applicable laws. 5) GST shall be paid by the AIESL after the proof of submission of GST by the successful bidder. 6) Payment will be made through ECS (Electronic Clearance Service) / Wire transfer. 7) <u>Billing Address:</u> Central Procurement Cell(CPC) 2nd Floor, CRA Building Safdarjung Airport Complex, Safdarjung Airport Area, Satya Sadan, New Delhi 110003 PAN No.AAFCA9618L GSTIN #07AAF CA9618L2Z9 Ph. No. 011-25667714/7825
4.27	<p>The Goods under the contract(s) shall be supplied in accordance with the specifications & quality standards as stipulated in the tender/contract.</p> <p>Notwithstanding the fact that the AIESL or its Quality Assurance Officer may have inspected and / or approved / accepted the said Goods, it is further guaranteed that if during the said guarantee / warranty period, the Goods be discovered not to conform to the requisite description and quality and / or not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify and / or replace the Goods or such portion thereof as is found to be defective by the Buyer within 10 days. Otherwise, the Seller shall pay to the Buyer such compensations that may arise by reasons of the warranty therein contained.</p>
4.28	<p><u>Buyer Right Of Rejection (Return Policy):</u></p> <ol style="list-style-type: none"> 1) The Goods delivered shall bear the self-certified Manufacturer's / Seller's Warranty / Guaranty. Buyer / Consignee shall have the right to inspect the supplied Goods themselves and / or through their appointed agency at consignee's own cost, at Consignee's site(s) after receipt and accept or reject on proper justification any consignment of the Goods received within a period of 10 days (unless otherwise specified in Tender Doc.) of receipt of consignment of Goods. The date of receipt shall be reckoned from the date of receipt of the Goods as notified in the Provisional Receipt Certificate (PRC) which will be issued by consignee immediately after receipt of Goods. 2) No payment shall be made for rejected Goods.

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4.29	Earnest Money Deposit: NIL
4.30	Performance Bank Guarantee: 1) The successful bidder will however be required to submit, the security deposit equivalent to 5% of the contract/Po value.

Section-5 Special Terms & Conditions (STC)

5.1	AIESL also accepts no liability of any nature whether resulting from negligence or otherwise, however caused by reliance by any applicant/bidder upon the statements contained in this tender
5.2	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.
5.3	The bidder shall submit rate analysis/bifurcation of quoted price if so desired by the AIESL at any stage.
5.4	In case, if a successful L1 Bidder backs out or is not able to supply against a purchase order, AIESL shall have option to buy it from other sources as may be applicable. In such case, the L-1 bidder may be blacklisted and debarred from participating in future tenders of AIESL for one year.
5.5	No contractual obligation on behalf of AIESL, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed between duly authorized officers of AIESL and the Successful Bidder.
5.6	The Agreement for supply of goods shall be signed between AIESL, and the bidder selected for award of the contract within 14 days.
5.7	AIESL reserves the right of not awarding any contract to any of the Bidder(s).
5.8	Bidder shall be responsible to comply and pay all taxes/ levies/ duties in the country of origin as well as in India, as applicable for the entire contract
5.9	Final Delivery of items shall be on Door-to-Door (DTD) basis by the Successful Bidder at 6 (Six) locations of AIESL as per address mentioned on Purchase order. In case of foreign suppliers' delivery shall be the port of destination
5.10	As a general norm, price negotiations are not to be carried out with the Bidder(s). However, if at all, is necessary due to some unavoidable circumstances, the same shall be held with the Lowest evaluated responsive bidder only.
5.11	Liquidated damages (LD): 1) Unless otherwise notified in the tender ,the LD @ 0.5% of the PO value per week to a maximum of 10% of the PO value would be levied for non-delivery/ or delivery of items beyond the stipulated lead time period (TAT) as mentioned by purchase order. 2) Any item rejected by AIESL shall be replaced within 5 days from the date of issue of Rejection Notice with no cost to AIESL. If a rejected item is not replaced within the said period, AIESL reserves the right to take necessary action and penalty shall be levied as per above .In case of failure to do so, AIESL reserves the right to dispose of the rejected supply at the cost of supplier.

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5.12	<p>Debarment from Bidding:</p> <ol style="list-style-type: none"> 1) A bidder shall be debarred, if he has been convicted of an offence: <ol style="list-style-type: none"> a) Under the Prevention of Corruption Act, 1988; or b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract 2) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of AIESL for a period not exceeding three years commencing from the date of debarment 3) AIESL may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding three years, if it determines that the bidder has breached the code of integrity. <p>The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.</p>
5.13	<p>Force Majeure Event :</p> <ol style="list-style-type: none"> 1) Neither the Successful Bidder nor AIESL 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 circumstances 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 repercussions 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.
5.14	<p><u>Resolution of Disputes and Arbitration :</u></p> <ol style="list-style-type: none"> 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

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	<p>finally resolved by arbitration.</p> <ol style="list-style-type: none"> 2) Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one (1) arbitrator each and the two (2) such appointed arbitrators shall in turn appoint the third (3rd) arbitrator as the presiding arbitrator. 3) The arbitration award passed under the arbitration shall be final and binding on the Parties. 4) The proceedings of the Arbitration shall be conducted in English language and the place of arbitration shall be Delhi. 5) Each Party shall bear their own cost with respect to such arbitration.
5.15	<p>Subcontracting:</p> <ol style="list-style-type: none"> 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. However, if any sub-contracting is proposed by the Successful Bidder, such appointment / engagement of the sub-contractor shall be at the sole discretion of AIESL. Furthermore, the successful Bidder shall be responsible for all acts/omissions of such sub-contractor. 2) In event, the Contract is sub-contracted or assigned in violation of terms specified hereunder or the Contract, AIESL reserves the right to terminate the Contract and/ or take appropriate action against the Successful Bidder/ claim damages/ any other remedies for breach of the Tender/ Contract.
5.16	<p>Recovery of Sums Due</p> <ol style="list-style-type: none"> 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/PBG 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) If this amount is 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 the payment of said amount immediately but not later than 14 (fourteen) calendar days, to restore the Security Deposit to its original value. Non- restoration of such a Security Deposit will be treated as an event of default, leading to the 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.
5.17	<p>Intellectual Property</p> <ol style="list-style-type: none"> 1) The Successful Bidder warrants that in providing the Services under the Contract, it shall not infringe the intellectual property including without limitation trademark, copyright design, right patent or etc. of AIESL and / or of any third party and agrees to defend, hold harmless and indemnify AIESL against any losses, damages, claims, costs, expenses etc. suffered by AIESL arising from any such infringement of any intellectual property. 2) The intellectual property produced by the Successful Bidder during or in

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	<p>relation to the Services under the Contract shall belong to AIESL absolutely.</p> <p>3) AIESL reserves the right for injunctive relief to prevent the breach of any its or third parties' intellectual property rights.</p> <p>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:</p> <ul style="list-style-type: none"> ➤ procure for AIESL the right to continue using the Services; or ➤ modify the Services so that it becomes non -infringing; or ➤ refund to AIESL the money paid by AIESL for the enjoined part or parts of the Services.
5.18	<p>Assignment</p> <p>During the Term of the Contract, the Successful Bidder shall not assign any of its rights or duties under the Contract without prior written consent of AIESL. Any assignment or transfer in violation of this Clause shall result in termination by AIESL with damages to the Successful Bidder.</p>
5.19	<p>Non-Waiver</p> <p>Failure of AIESL to enforce any of the terms & conditions incorporated in the Tender / Contract, or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify the Successful Bidder in the event of breach, or the acceptance of or payment of any Services hereunder shall not release the Successful Bidder and shall not be deemed a waiver of any right of AIESL to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such Services regardless of when such Services have been delivered nor shall any purported verbal modification or revision of the order by AIESL act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of any condition of the Tender and Contract by AIESL shall not be considered as a continuous waiver or waiver for other conditions by AIESL.</p>
5.20	<p>Fraudulent Practices</p> <p>1)AIESL requires that Bidder(s) observe the highest standard of ethics during the Bidding process and execution of contract. In pursuance of this, AIESL defines, for the purpose so this provision, the terms set forth below as follows:</p> <p>a)"Corrupt practice" means the offering, giving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>"b)Fraudulent practice" means a misrepresentation of facts to influence a procurement process, or the execution of a contract deemed to be detrimental to AIESL and includes collusive practice among Bidder(s) (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive AIESL of the benefits of free and open competition.</p> <p>2) AIESL shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract.</p> <p>3) If at any time, AIESL determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract, such Bidder shall be declared ineligible and necessary action as deemed fit will be taken. Further such Bidder(s) will not be allowed to participate in the future bids for next one year.</p>

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	4) AIESL shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent corrupt practices during the currency of the Contract.
5.21	<p>Confidentiality</p> <ol style="list-style-type: none"> 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. 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.
5.22	<p>Indemnification</p> <ol style="list-style-type: none"> 1) The Successful Bidder 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 Deposits / 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

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	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.
5.23	<p>Exit /Termination clause:</p> <ol style="list-style-type: none"> 1) In case of unsatisfactory performance or breach of any of the clause of the contract, AIESL would issue a notice of 30 days to Successful Bidder to rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate the agreement by providing 30 days written notice to service provider. Successful Bidder shall not have any right to dispute or question the judgment of AIESL of unsatisfactory performance. 2) Notwithstanding the above, AIESL shall also be at liberty to terminate the agreement for any reason including change in the requirement / circumstances, etc. by providing the service provider 90 days written notice. 3) Successful Bidder shall have a right to terminate this agreement by giving a 90 days advance notice to AIESL, of its reasons for termination. In such an event, Successful Bidder(s) shall have no right to claim compensation / damages etc. from AIESL on account of early termination. During this period of three months, AIESL and Successful Bidder(s) may initiate discussions for the purpose of resolution of the said reasons. 4) In the event a resolution is achieved by AIESL and Successful Bidder, the contract shall not be terminated and Successful Bidder shall provide the services, in the same manner, as it was providing prior to such notice of termination. For the avoidance of any doubt, it is hereby clarified, that Successful Bidder during the aforesaid notice period shall continue to provide the services, till the termination, in the same manner, as it was providing prior to such notice of termination. 5) Successful Bidder(s) opting for termination as per clause above will not be eligible to participate in the next tender for one year.
5.24	The condition of prior experience may be relaxed for Startups (doing business of aircraft consumable supply) (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications.
5.25	<p>Modification to bidding document:</p> <ol style="list-style-type: none"> 1) Modifications or any clarifications to Bid shall be published on AIESL website through Corrigendum. 2) In case a clarification or modification is issued to the bidding document, AIESL shall, before the last date for submission of bids, extend such a time limit, if, in its opinion more time is required by Bidder(s) to take into account the clarification or modification, as the case may be, while submitting their bids. 3) Bidder(s) shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids. 4) Any bidder who has submitted his bid in response to the original invitation shall have the opportunity to modify or re-submit it, as the case may be, or withdraw such bid in case the modification to bidding document materially affect the essential terms of the procurement, within the period initially allotted or such extended time as may be allowed for submission of bids, after the modifications are made to the bidding document by AIESL. Provided that the bid last submitted or the bid as modified by the bidder shall be considered for evaluation.

Section-6 Schedule of Requirement (SOR)

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6.1	<p><u>Work scope.</u></p> <ol style="list-style-type: none"> 1) AIESL intends to enter into "Rate contract" with Successful Bidder(s) vide conclusion of this tender for supply of aircraft consumables for staggered delivery at seven locations of AIESL as per individual purchase order. 2) The list of aircraft consumables is given in "Table-A " of tender. 3) This is only rate contract and AIESL shall not be bound or committed to order consumables in quantity as per "Table-A " or "Price Bid-Section-10.6". The quantity mentioned in "Table-A" or "Price Bid-Section-10.6" is only for our estimated requirement of three years and may vary as per the actual requirement. 4) The bidder shall be required to quote per line item wise of each consumable along with applicable tax in "Price Bid-Section-10.6". 5) In case an alternate part is suggested by the Bidder, necessary supporting documents to prove that the offered part is alternate shall be submitted along with the bid. 6) Post award of contract/LOA to Successful Bidder, AIESL shall keep on placing the staggered purchase orders for required quantity as per actual requirement at the contracted cost of line-item wise price of each consumable (along with applicable tax) as mentioned in "Price Bid- Section-10.6". at an interval of not less 3 months. However, in case of urgent requirements, the seller is bound to support for more frequent supplies. The bidder to ensure that it keeps sufficient stock to meet the requirement. 7) Quantity to be ordered during the contract period shall be on actuals and irrespective of mentioned in "Table-A " or "Price Bid-Section-10.6 " . 8) Successful Bidder shall supply the aircraft consumable items along with Supporting/quality documents to various 06 locations of AIESL in India as per delivery address mentioned in Purchase order(s) on Door-to-Door delivery basis within offered lead time. 9) The Supporting/Quality documents are given below - <ol style="list-style-type: none"> a) Manufacturing Certificate of Conformity (COC). b) Supplier Certificate of Conformity (COC). c) Material safety data sheet (MSDS) d) Shelf-life remaining certificate. e) Traceability documents f) Any other supportive documents as per AIESL quality requirements. <p>Note- AIESL shall not receive any consumables item if they are without supporting/quality documents and proper packing.</p> <ol style="list-style-type: none"> 10) Successful Bidder shall ensure that all the safety regulations are followed in the delivery of consumables. 11) Bidder shall supply ordered aircraft consumables at AIESL premises with proper packaging (especially hazardous materials as per MSDS/OEM), safety guidelines and supporting/Quality documents including unloading and handing over of item to AIESL's Receipt section. ATA300 standards shall be followed for packaging. 12) Aircraft consumables shall have a minimum 75% shelf life remaining at the time of acceptance at AIESL facility. In case, the shelf life is found to be less than 75% than the material will be rejected by the AIESL. The responsibility to collect the rejected material will entirely lie on the supplier and supplier cannot claim any payment against such rejected material. 13) Successful Bidder shall appoint SPOC dedicated for this project. The contact details shall be shared with AIESL on execution of contract. 14) The rate contract will be for 03 years from the date of issue of LOA/PO.
6.2	<p><u>Delivery Location - 06 Locations of AIESL for consumables delivery:</u></p> <ol style="list-style-type: none"> a) Delhi – A320 New Avionics Complex, Near IGI airport Terminal 2, New Delh- 110033 b) Mumbai - AI Engineering Services Limited 2nd Floor, Engine Overhaul Facility, AIESL, Old Airport, Kalina, Santacruz (East), Mumbai-400029. c) Kolkata - AI Engineering Services Ltd., ER Engineering Complex, New Technical Area, NSCBI Airport, Kolkata – 700052. d) Hyderabad – AI Engineering Services Ltd., Engineering MRO Complex RGIA Airport, Near Gate No. 3, Shamshabad, Hyderabad - 500 409 e) Nagpur - AI Engineering Services Limited Nagpur MRO, Plot No. 1, Sector-9 Nagpur- 441108 f) Trivandrum- AI Engineering Services Ltd., MRO-SR, Thiruvananthapuram (TRV), Kerala. Land Line: 0471 2787101

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6.3	<u>Delivery Instruction - as per the PO priority -</u> NRM – Within 10 days of receipt of PO CRI – within 04 days of receipt of PO WSP – Within 03 days of receipt of PO AOG – Within 24 hrs of receipt of PO
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Table A – List of Aircraft Consumables

#	Part No.	Part Description	Consumption for 3 years	UOM
1	BRAYCOTE3214	BRAYCOTE 3214 GREASE	255	KG
2	P11	TAPE ALLUMINIUM FOIL	51	RL
3	GN22	NYCO GREASE	2040	KG
4	434	TAPE (2" X 60 YDS)	51	EA
5	PS890A2	Polysulfide Sealant - Fuel Tank Brushable(Airbus CML 06ABA1)BMS5-45 TYPE A	153	KT
6	RTV106	ADHESIVE SEALANT	31	TU
7	AER0SHELLGREASE33	GREASE 33	153	KG
8	KRYT0X240AC	GREASE	128	EA
9	PS890B2	B 2 SEALANT	153	KT
10	PR1782B2	SEALANT	102	EA
11	RELINK2318B	DOUBLE SIDE TAPE	77	RL
12	MOLYK0TEGRAPIDPLUS	MOLYKOTE G RAPID PLUS	255	EA
13	PG21	TAPE 2 INCH	255	RL
14	GN-GA-47	NYCO GREASE	383	KG
15	PS870B1-2QT	SEALANT	51	KT
16	DAPC02200	SEALANT FIRE WALL OF 6-OZ KIT	51	KT
17	PR1828B1-2	SEALANT	51	KT
18	DC90-006-2	SEALANT	51	EA
19	ARALDITE252	LOW DENSITY EDGE FILLER	26	EA
20	P205A-10CM	FIBER TAPEMIL-T-4053B	204	RL
21	PR1422B2	SEALANT	51	EA
22	PR1436GA1-2	SEALANT	51	EA
23	PR1436GB2	SEALANT	51	EA
24	AER0SHELLGREASEN0-7	GREASE	51	TN
25	ROYCO11MS	GREASE	102	KG
26	GN-148	AEROSHELL GREASE	128	EA
27	PR1422A2	SEALANT	51	EA
28	RTV106RED	RTV RED	128	TU
29	ADEKITA211-50	PASTE	26	EA

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30	4125-6407BLUE	Electrical Bonding Compound	13	EA
31	CP2166	3M 851 Tape (vinyl-backed adhesive tape)	123	RL
32	CA1000	JOINTING COUMPOUND	128	EA
33	AW106	ADHESIVE	16	KG
34	PR1440A2	SEALANT A50105	51	EA
35	PR1829B1	SEALANT	26	EA
36	AER0SHELLGREASE64	GREASE	102	TN
37	MOLYK0TE55M	Silicone base Grease - Mechanisms and Seals	51	EA
38	KRYT0X240AZ	GREASE	13	EA
39	P412	TEFLON TAPE	123	RL
40	KRYT0X240AB	GREASE	13	EA
41	MILPRF83483D	Grease	26	EA
42	3MTAPE950	3M-TAPE ADHESIVE TAPE (1"x60 Yrd)	26	RL
43	3M5413	3M POLYIMIDE FILM TAPE (1"X36 Yard)	26	RL
44	PR1828B2	SEALANT	26	EA
45	PERMAB0ND102	ADHESIVE	64	CA
46	3M425	TAPE P-11 ALUM FOIL L-T (2")	26	RL
47	ARDR0X-AV30	CORROSION INHIBITING	51	LI
		COMPOUND	0	
48	MOLYK0TE33M	MOLYCOTE 33 GREASE medium	26	EA
49	PR1440B2	SEALENT	51	EA
50	RTV730	SEALANT	13	EA
51	PATCO9425FRX3INCH	Tape - Moisture Barrier, Adhesive Oneside, Clear Polyurethane	26	RL
52	79040	LOCTITE	64	EA
53	Loctite 620	Loctite 620	5	CA
54	3M850	3M Polyester Film Tape 850 (3" WIDE)	51	RL
55	FL00RSIL2-8	SILICONE RUBBER SILVER	26	KT
56	RTV159	SEALANT	26	EA
57	RTV732	RTV BLACK	102	TU
58	LOCTITE241	SEALANT LOCTITE241	26	EA
59	LOCTITE222	ADHESIVE	77	EA
60	PR1773B1-2	SEALANT	10	EA
61	RTV736	ADHESIVE SEALANT	30	TU
62	BRAYC0TE248	GREASE	13	EA
63	atacs0501	RELSFLM	36	YD
64	BJ00930	MICROBALLONS FILLER BJO*	25	EA

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65	RTV732WHITE	RTV WHITE	178	TU
66	E779-303	LACE	13	EA
67	GS213-3	Sealant bagging-tape	20	RL
68	SAEAMS2518	ANTI-SEIZE COMPOUND	10	EA
69	PR1776B2	SEALANT	10	EA
70	BRAYCOTE248	BRAYCOTE 248	8	CA
71	RTV103	SEALANT SILICONE-RUBBER	25	EA
72	RTV3140	RTV-3140/DC-3140 ADHESIV*	5	EA
73	PR1776A2	SEALANT	10	EA
74	LOCTITE243	Loctite	25	EA
75	LOCTITE263	THREADLOCKER	25	EA
76	LOCTITE242	LOCTITE 242	25	EA
77	LOCTITE221	LOCTITE	5	EA
78	FEVIKWI702	ADHESIVE	128	EA
79	LOCTITE496	LOCTITE 496	25	EA
80	LOCTITE7471	LOCTITE	5	EA
81	LOCTITE272	LOCTITE	5	EA
82	RTV734	CLEAR	13	EA
83	MJ0II	ENG OIL	5100	QT
84	HYJET-V	HYDFLUID FOR B787 IN QT SIZE	4335	QT
85	MEK	MEK1820-1/CCN1001856 ALT	5100	LI (25 Litre Can)
86	HONEYBEE60	CLEANING	127	KG
87	WD40	WD-40 (RUST REMOVER)	510	CA
88	BARGE	BARGE	382	QT
89	IN-5000	METAL POWDER	127	KG
90	DC4	SILICONE GREASE	127	EA
91	MIL-PRF-680 TY-II (PD680)	Non Aqueous (Cleaner - Petroleum Based)	9180	LI
92	CEEBEE280/ABEE280	CEEBEE 280 FOR EXTERIOR*	9180	LI
93	PR6345THIN	PAINT REMOVER	5100	LT
94	CP5060	CLEANER	637	LT
95	CORBAN35	CORBAN35	214	CA
96	CITRA-SAFE	CLEANING AGENT	25	CA
97	REF8S	GAS	25	LB
98	25-012	ULTRAGEL II	127	EA
99	DLTD20	THINNER	13	EA
100	MM2-005	MICROB MONITOR KIT	76	BX
101	M03116	CONTACT CLEANER	306	CA
102	RUSTLIK631	RUST LIK 631	637	EA

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103	MIL-PRF-23377 TY1CL-C1 (CA7233A) & (CA7233B)	PRIMER-CORROSION INHIBITI	10	KT
104	ARDR0XAV30	DINITROL	51	CA
105	IS0PR0PYL ALC0H0L-99	ISOPROPYL ALCOHOL SPC-99	3060	KG
106	DIESTONES	SOLVENT	25	LI
107	345-19	HARNDER	25	EA
108	ACETONE	ACETONE,ACTIVATING AGENT	255	KG
109	CP2010	Cleaning Solvent	51	CA
110	AV100D	COMPOUND,CORROSION PREVEN	10	TN
111	ZOK-27	CLEANING COMPOUND	25	GL
112	ARDR0X2526	PNTREMOV	51	KG
113	1B73	HUMISEAL	13	EA
114	CORBAN35AER0S0L	DINITROL (AEROSOL Can-12Oz)	20	CA
115	AQUADIS	AQUADIS / AQUAINDICA CAPSULE	25	JR
116	ARDR0X AV 100D	DINITROL	13	LI
117	AER0SHELLFLUID41	AEROSHELL FLUID 41	127	LT
118	NYC0LUBE-11B	LUBRICATING OIL	255	KG
119	R0C0L-AER0SPEC100	Synthetic Oil base Grease - Gearboxes or Rotary actuator Lithium Thickened Semi-fluid	51	LI
120	R0YC081MS	LUBRICAN	51	EA
121	MIL-G-21164 (AEROSHELL GREASE 64)	R0YC064	255	EA
122	BRAYC0-363	OIL LUBRICANT	255	CA
123	LPS3	LPS-3	153	CA
124	CVCMULTILUBE	CVC	255	CA
125	TURB0NYC0IL160	LUB OIL	127	EA
126	LPS2	LPS2 AEROSHELL	127	CA
127	ARDR0X-AV8-LI	CORROSION INHIBITING COMPOUND	51	LI
128	MIL-PRF-7808 (EASTMAN TURBO OIL 2389)	Synthetic base Lubricating Oil - Turbine Engine Low Temp.	127	EA
129	C0RBAN23	BMS3-23GTYPE2CL2GRA (Spray Can)	25	CA
130	TURB0NYC0IL3516	INHIBITING OIL	25	10
131	MAGNAGL0CARRIERII	MAGNETIC BASE OIL	191	LI
132	AER0SHELLFLD12	ASFLD12	5	LI

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133	CASTROLAERO 40	Fluid - Landing Gear Shock Stru	15	EA
134	MIL-PRF-7870 (AEROSHELL 3)	Lubricating Oil	127	EA

Section-7 – Eligibility Criteria for Technical Bids Evaluation

7.1	<p>The Bidder shall (a) be a Proprietor firm/partnership /LLP/Company registered in India under The Companies Act 1956 / 2013. The Bidder should be operational for at least last three financial years as of 31st March 2025 as evidenced by the Certificate of Incorporation and /or Certificate of Commencement of Business issued by the Registrar of Companies, India.</p> <p>(b) Overseas Vendor shall furnish the document of incorporation and commencement of business of their country and should be in operation for at least three years as on 31.03.2025.</p> <p>(c) Start up registered in India may be in operation for less than three years as on 31.03.2025 provided, they are in the business of supply of Aircraft consumables.</p>
7.2	<p>The bidder must have at least 03 years past experience as on 31st March 2025 in supplying similar types of goods on contracts (Aircraft Consumables) to Central/State Government /PSUs/Reputed organizations in India (Aviation field).</p> <p>Bidder(s) shall be required to attach proof of previous three (03) Purchase orders in respect of supply of similar types of contracts (Aircraft consumables) as mentioned above.</p> <p>Startups (registered in India) may be exempted from the requirement of 03 years' experience, provided they submit proof of undertaking the business of supplying A/c consumables.</p>
7.3	<p><u>Bidder qualification as “Approved Supplier” for AIESL Quality system.</u></p> <p>Bidder(s) shall be required to qualify for “Approved Supplier” as per below categories.</p> <ol style="list-style-type: none"> 1) Category 1 : “OEM/ OEM recommended or approved suppliers” - Those Bidder(s) who are OEM or OEM recommended or OEM approved suppliers, are deemed to be “Approved suppliers” for the AIESL quality system. The bidder will have to submit requisite documents in support of this claim. 2) Category 2 : “Suppliers approved by AIESL” - In case, Bidder is not OEM or OEM approved or OEM recommended suppliers then Bidder(s) shall be required to qualify for AIESL's “Supplier Approval process”. This process shall require following documents. <ol style="list-style-type: none"> a) Bidder's accreditation to any one of institutions i.e Society of Automotive Engineers (SAE), International Organization for Standardization (ISO), American National Standards Institute (ANSI), Airline Suppliers Association (ASA) or similar or equivalent program guideline / regulations stipulated by National Regulatory Authority. Accordingly, Bidder shall be required to provide any one of following accreditation certificate. <ol style="list-style-type: none"> i- EN/AS9120 (listed in the OASIS database) ii- ASA-100 iii- EASO 2012 iv- FAA AC 00-56 b) Bidder's Quality Manual/ Procedure Manual. c) The system to identify and quarantine spurious parts/ supplies. d) Bidder's three years Internal Audit Reports . e) Bidder's Commitment to free access of AIESL's quality auditors.

Signature & Stamp of Bidder

Subject: Tender for Rate Contract for Supply of Aircraft Consumables at AIESL's 06 locations for a period of 03 years .

	<p>Bidder has to specifically mention in which category it falls (Category 1 or Category 2) and submit necessary documents in support of their claim.</p> <p>Bidders to provide warehouse address located in India/abroad.</p> <p>All the bidders of category 1 and category 2 as given above, are required to furnish all necessary documents as listed above along with a technical bid for scrutiny by AIESL. Any bidder who is not currently approved by AIESL and falling in category-2, may submit the bids against this tender, if the bidder feels that they have necessary quality system in place. However, in such case during the technical evaluation the bidder facility may be audited by AIESL quality team to approve the bidder. In case the bidder fails to get the quality approval, his/her bid will be rejected.</p> <p>AIESL's quality team may visit Bidder's facility to ensure that AIESL's quality requirements are fulfilled. If AIESL's quality system satisfies that Bidder's quality and procedures are as per regulatory requirement then the bidder may be approved by AIESL quality as "Approved supplier".</p> <p>Price Bid of technically qualified Bidder(s) and ("Approved Supplier") shall only be opened.</p>
7.4	<p>As on date of submission of the tender, the Bidder or its parent company or subsidiary, or a group company should not have been blacklisted / debarred by AIESL or any of the State or Central Government of India or any Organization of State or Central Government of India.</p> <p>Undertaking by the Bidder to be submitted. Refer Section 10.1 for details.</p>
7.5	<p>Bidder shall provide the following documents.</p> <ul style="list-style-type: none"> ❖ GST Reg. (Annex A & B) Mandatory (it is for Indian vendors) ❖ PAN card Mandatory (it is for Indian vendors) ❖ MSE certificate (If any). ❖ Relevant registration certificate like certificate of Incorporation of the Company /Partnership Deed/LLP etc. (applicable for all bidders)

Section-8 Technical Bid - Part I

Bidder(s) shall be required to attach "Technical Bid format -Part I" (On their letter head duly signed by the authorized signatory) along with all relevant documents.
(Refer Section-10.5 Annexure-4 of Tender).

Section-9 Price Bid - Part II

9.1) Bidder (s) shall be required to attach "Price format -Part II" (on their letter head duly signed by authorized signatory) as given in Section-10.6.

9.2) The prices of the offered Goods ("a") shall be firm, fixed at any point of time during the first year, second year & Third year as Quoted and shall be indicated in applicable currency of INR / FC on all-inclusive basis i.e. including all duties/taxes, levies, transportation, loading, unloading etc.

"The Qty. indicated in the qty. column in the Price Bid Format (Annexure-5) is estimated requirement over a period of three year. The bidders are required to quote their prices in (a) for total qty. This qty. shall be required to be delivered in staggered /piece- meal basis to AIESL's locations as and when the Purchase Orders are placed for these locations."

9.3) Bidder (s) shall be required to fill price (A) against each line item as per below details in Price Bid

Signature & Stamp of Bidder

Subject: Tender for Rate Contract for Supply of Aircraft Consumables at AIESL's 06 locations for a period of 03 years .

(Section-10.6, Annexure-5):

- a) Projected Qty
- b) Landed Cost for Year 1 for indicated Qty inclusive of all duties, levies, transportation, unloading, loading and delivery of items at AIESL facility.
- c) Landed Cost for Year 2 for indicated Qty inclusive of all duties, levies, transportation, unloading, loading and delivery of items at AIESL facility
- d) Landed Cost for Year 3 for indicated Qty inclusive of all duties, levies, transportation, unloading, loading and delivery of items at AIESL facility
- e) Applicable Tax.

9.4) **Methodology for arriving at L-1**

Lowest Bidder (L1) shall be evaluated on the total cost of each line item as mentioned in (a) of Price Bid (Section-10.6 , Annexure-5).

$L1 = ((\text{Proj Qty}/3) * \text{Unit rate Year 1 price} + (\text{Proj Qty}/3) * \text{Unit rate Year 2 price}) + (\text{Proj Qty}/3) * \text{Unit rate Year 3 price})$

L1 will be against each item for specified pack size as per line.



Signature & Stamp of Bidder

Subject: Tender for Rate Contract for Supply of Aircraft Consumables at AIESL's 06 locations for a period of 03 years .

10.1

Declaration

(To be given on Company's Letter Head)

(Annexure-1)

Date:dd-mm-yyyy

To,

Central Procurement Cell(CPC)
2nd Floor, CRA Building
Safdarjung Airport Complex,
Safdarjung Airport Area, Satya Sadan,
New Delhi 110003

Dear Sir,

Ref: Tender No.:

I/We,..... hereby confirm that our Firm/Company /Group/Group Company has not been blacklisted / debarred by AIESL or any of the State or Central Government of India or Organization of State or Central Government of India.

Place:



Signature of Bidder.....
Name
Designation.....

Date:

Seal/Stamp :

Signature & Stamp of Bidder

Subject: Tender for Rate Contract for Supply of Aircraft Consumables at AIESL's 06 locations for a period of 03 years .

10.2

Acceptance of Tender's Terms & Conditions

(Annexure-2)

(To be given on Company's Letter Head)

Date:dd-mm-yyyy

To,

Central Procurement Cell(CPC)
2nd Floor, CRA Building
Safdarjung Airport Complex,
Safdarjung Airport Area, Satya Sadan,
New Delhi 110003

Dear Sir,

Ref: Tender No.:

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

- 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 Companies to specify as applicable to their respective country) having its own registered office at _____ and our PAN Number is _____, GST Registration No. is _____ or Ours is a registered company /LLP/Partnership firm formed in _____ (Specify country name) under provisions of _____.We undertake to abide by the laws and rules as applicable in our country related to this contract and shall be our sole responsibility for compliance of all provisions of law including taxation as applicable.
- 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 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.
- 7) I/We agree that the essence of the contract will be on qualitative/ satisfactory services. Any complaint on account of unsatisfactory services will be liable for such penalty as may be considered reasonable by AIESL.
- 8) I/We undertake to observe all applicable laws, rules regulations and a breach thereof shall render the contract liable to cancellations.
- 9) I/We undertake that the quantity mentioned in "Table-A" or "Price Bid-Section-10.6" is only estimate requirement of three years and actual requirement may vary.

Place:

Signature of Bidder.....

Name

Designation.....

Signature & Stamp of Bidder

Subject: Tender for Rate Contract for Supply of Aircraft Consumables at AIESL's 06 locations for a period of 03 years .

10.3

Undertaking from the bidder
(To be given on Company's Letter Head)

(Annexure-3)

To,

Central Procurement Cell(CPC)
2nd Floor, CRA Building
Safdarjung Airport Complex,
Safdarjung Airport Area, Satya Sadan,
New Delhi 110003

Date:dd-mm-yyyy

Sir,

Ref: Tender No.:

Having examined the bidding documents, I/we undersigned, offer to supply and deliver (description of goods / services) in conformity with the said bidding documents as per the prices given in the price bid. We undertake, if our bid is accepted, to commence and complete delivery of all the items in the specified delivery period as mentioned in the tender from the date of receipt of PO/LOA.

I/We agree to abide by this bid for a period of 120 days from the date fixed for the last date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal purchase order is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

AIESL
AI ENGINEERING SERVICES LIMITED

Place:

Signature of Bidder.....

Name

Designation.....

Date:

Signature & Stamp of Bidder

Subject: Tender for Rate Contract for Supply of Aircraft Consumables at AIESL's 06 locations for a period of 03 years .

10.5

Technical Bid - Part-I
(To be given on Company's Letter Head)

(Annexure-4)

To,
Central Procurement Cell(CPC)
2nd Floor, CRA Building
Safdarjung Airport Complex,
Safdarjung Airport Area, Satya Sadan,
New Delhi 110003

Ref: Tender No.:

Date :

S/N	Description	Bidder's Compliance (Yes/No)	Supporting Documents to be furnished
10.5.1	<p>The bidder shall be a Proprietor/firm/LLP/Company etc registered in India/Abroad and is operational for at least the last three financial years as of 31st March 2025.</p> <p>Following details are required</p> <ol style="list-style-type: none"> 1) Name of the Bidder 2) Address of the Bidder. 3) Legal Status of the Bidder (Proprietor/firm/LLP/ Company etc). 4) Date of Registration. 5) Company is operational since ... 	Yes / No	Furnish details. Self-attested copies of documents to be enclosed.
10.5.2	The Bidder is a MSE/Startup.	Yes / No Mandatory	Furnish details. Self-attested copies of supporting documents to be enclosed.
10.5.3	<p>The bidder has at least 03 years' experience as on 31st March 2025 in supplying similar contracts (Aircraft Consumables)to Central /State Government/PSUs/Reputed organizations in India (preferably in the Aviation field). Bidder(s) shall be required to attach proof of previous three (03) Purchase orders in the at least in the last three years as on 31.3.2025 in respect of supply of similar type of goods (Aircraft consumables) as mentioned above.</p> <p>Startups may be exempted.</p> <p>(Refer Section 10.8 & Annexure-7)</p>	Yes / No Mandatory	Furnish details. Self-attested copies of relevant documents to be enclosed along with satisfactory completion of such POs from the respective Buyers .

Signature & Stamp of Bidder

Subject: Tender for Rate Contract for Supply of Aircraft Consumables at AIESL's 06 locations for a period of 03 years .

S/N	Description	Bidder's Compliance (Yes/No)	Supporting Documents to be furnished
10.5.4	ITR for of FY 2021-22, FY 2022-23 & FY 2023-24. (for Indian companies) Note: Do not enclose any Link. Startups may be exempted.	Yes / No Mandatory	Furnish details. Self-attested copies of relevant documents to be enclosed.
10.5.5	Quoted rates are in INR/ Foreign currency only	Yes / No Mandatory	
10.5.6	Ability of Bidder to qualify as "Approved Supplier" for the AIESL Quality system. Bidder falls in category.. (Category 1 or Category 2) (Refer Section-7.3 for details)	Yes / No Mandatory	Furnish details. Self-attested copies of relevant documents to be enclosed.
10.5.7	Bidders Approved warehouse facility in India	Yes / No	Furnish details.
10.5.8	Bidder or its parent company or subsidiary, or a group company should not have been blacklisted / debarred by AIESL or any of the State or Central Government of India or any Organization of State or Central Government of India. Undertaking by the Bidder to be submitted. (Refer Section-7.4 for details)	Yes / No Mandatory	Furnish details. Self-attested copies of relevant documents to be enclosed.

Signature & Stamp of Bidder

Subject: Tender for Rate Contract for Supply of Aircraft Consumables at AIESL's 06 locations for a period of 03 years .

10.5.9	<p>Bidder has following documents</p> <ul style="list-style-type: none"> ❖ GST Reg. (Annex A & B) Mandatory for Indian bidder ❖ PAN card Mandatory for Indian bidder ❖ MSE Certificate (If any). ❖ Certificate of Incorporation/Partnership Deed applicable for all bidders 	<p>Yes / No</p> <p>Mandatory</p>	<p>Furnish details.</p> <p>Self-attested copies of relevant documents to be enclosed.</p>
10.5.10	<p>Bidder has read, understood and will fulfill the requirement of "Section-4 - General Terms & Conditions (GTC)".</p> <p>(Refer Section-4 for details)</p>	<p>Yes / No</p> <p>Mandatory</p>	
10.5.11	<p>Bidder has read, understood and will fulfill the requirement of "Section-5 - Special Terms & Conditions (STC)".</p> <p>(Refer Section-5 for details)</p>	<p>Yes / No</p> <p>Mandatory</p>	
10.5.12	<p>The basic price offered/agreed shall remain fixed till the completion of the Contract and subject to the terms of the Tender/Contract.</p>	<p>Yes / No</p> <p>Mandatory</p>	
10.5.13	<p>In order to avail preference, the bidder has to mandatorily submit declaration certificate under MII policy indicating the extent of Minimum Local Content (MLC) in their product and also location of such value addition in compliance to MII policy issued by GOI and subsequent amendments from time to time.</p>	<p>Yes / No</p> <p>Mandatory</p>	<p>Furnish details and documents to support your claim indicating the minimum local content (MLC) and location of such value addition.</p>
10.5.14	<p>Valid MSE Certificate</p>	<p>Yes / No</p> <p>Mandatory</p>	

Date:

Place:

Signature of Bidder... ..

Name

Designation.....

Seal/Stamp :

Signature & Stamp of Bidder

Subject: Tender for Rate Contract for Supply of Aircraft Consumables at AIESL's 06 locations for a period of 03 years .

Note:

1. *Landed cost is inclusive of all duties, levies, transportation, unloading, loading and delivery of total qty. at AIESL facilities. In case of foreign suppliers, for arriving at the landed cost at AIESL facilities, 5% will be added to their bid price towards custom clearing charges, unloading charges, and transportation from the port to AIESL facility etc. **The price so arrived shall be price for the purpose of L1 (for eg if the unit price is \$100 and the IATA exchange rate is INR 88, then the unit rate for the purpose of L1 shall be $(\$100 \times 88) + (8800 \times 0.05) = \text{INR } 9240$.**

2. Unit price quoted in **FC (Foreign currency)** will be converted at the IATA exchange rate prevailing on the **date of opening of the price Bid.**

3. **L-1 shall be determined on the basis of landed cost only.**

4. GST as applicable to the HSN code mentioned shall be reimbursed to the Indian bidders.

5. L-1 bidder shall be the bidder quoting the lowest total landed cost for each line item. (For example, if Bidder A quotes lowest rates for items at S1.Nos 1,3,9, 21 etc. Bidder A shall be the L-1 for these items. If Bidder B quotes lowest rates for items at Sl.Nos 4,5,25, 32 etc. Bidder B shall be the L-1 for these items).

For arriving at L1 using the formula as mentioned below and minimum lead time and maximum shelf life will be taken in consideration.

6. **Formulae for L1=**

a) **TOTAL COST FOR Bids in INR = $A * (E+F+G)/3$**

b) **TOTAL COST FOR Bids in FC# = $A * [(E+F+G)/3] + (0.05 * [A * (E+F+G)/3])$**

FC will be converted to INR at the IATA rates prevailing as on the opening date of financial bid.

7. **In case of more than one L-1, the bidder with higher shelf life and lesser lead time will be considered.**

I am hereby to undertake that I am authorized to quote the price bid.

Place:

Date:

Signature of Bidder.....

Name

Designation.....

Seal/Stamp

Signature & Stamp of Bidder

Subject: Tender for Rate Contract for Supply of Aircraft Consumables at AIESL's 06 locations for a period of 03 years .

10.7 Letter Of Authorisation for Attending Bid Opening

(Annexure-6)

(To be given on Company's Letter Head

To,
Central Procurement Cell(CPC)
2nd Floor, CRA Building
Safdarjung Airport Complex,
Safdarjung Airport Area, Satya Sadan,
New Delhi 110003

Date:dd-mm-yyyy

Sir,

Ref: Tender No.:

Subject :**Authorisation for attending bid opening**

Closing Date:_____

Opening Date:_____and Opening Time_____

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

Sr.No	Name	E-Mail ID	Contact No.	Signature
-------	------	-----------	-------------	-----------

I.

II.



Authorised Signatory

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

Place:

Date:

Signature of Bidder.....

Name

Designation.....

Seal/Stamp

Signature & Stamp of Bidder

Subject: Tender for Rate Contract for Supply of Aircraft Consumables at AIESL's 06 locations for a period of 03 years .

10.9

Past experience

(Annexure-7)

(To be given on Company's Letter Head)

To,
Central Procurement Cell(CPC)
2nd Floor, CRA Building
Safdarjung Airport Complex,
Safdarjung Airport Area, Satya Sadan,
New Delhi 110003

Date:dd-mm-yyyy

Sir,

Ref: Tender No.:

The bidder M/s undertakes the following details in respect of Past experience.

S/N	Name of the company	Type of organization	Contact Person Details (Email & Phone)	Purchase order and Date	Price of Purchase order
1					
2					
3					

Note:

AIESL reserves the right to check all above Purchase order details from company's contact Person.

Place:

Date:

Signature of Bidder.....

Name

Designation.....

Seal/Stamp

Signature & Stamp of Bidder