

**Subject: E-Tender for Supply of Electric Tug**

Internal Tender Doc no. : AIESL/PPMM/DEL/NR/RFQ/GEM/ 52

**Name & Address of the Bidder/Agency**

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

**Address** .....

**State** .....

**Country**.....

**Phone** .....

**Email** .....

Issued by:

**General Manager  
AI Engineering Services Ltd.  
Northern Region  
New Delhi-110037**

**Caution:**

AI ENGINEERING SERVICES LIMITED

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 Goods/ services	Earnest Money	Remarks
1	E-Bids are invited by Executive Director for supply of Electric Tug ,Qty 01 through GEM Portal.	Rs 33,150/-	Bidders must submit the Earnest Money Deposit (EMD) (in INR) on the GeM portal Ebid as mentioned in Tender. Enclose wire transfer/ transaction details.

**Table No 1**

S/N	Criteria	Description
i)	Type of tender:	Product NCB (National Competitive Bidding) Two Bid Systems with Part I - Technical Bid & Part II - Price Bid.
ii)	Selection Criteria	Least cost selection L1
iii)	Date of issue of tender documents	<b>02<sup>nd</sup> August 2024.</b>
iv)	Equipment Delivery Address (Door to Door Delivery)	AI Engineering Services Ltd. (AIESL), O/o DGM Engineering, Production Planning & Material Management, IGIA Terminal-2, New Delhi 110037.India. (Google map Location) <b><a href="https://goo.gl/maps/GZsFZBi6mAQ8hj728">https://goo.gl/maps/GZsFZBi6mAQ8hj728</a></b>
v)	Process to raise pre-bid queries.	Bidders may send pre-bid queries in writing to aieslpurchase.nr@aiesl.in before last date of bid submission as mentioned in the RFQ. Queries raised in writing will be discussed during the pre-bid Meeting. Verbal or telecom queries will not be entertained prior to or during the pre-bid meeting.
vi)	Contact Number	Tele: +91-11-25653263 (Direct) / 2566-7714/716
vii)	Pre-Bid Meeting Date & Time	<b>05<sup>th</sup> August 2024 at 10:00 Hrs, Offline.</b> O/o DGM Engineering, Production Planning & Material Management, IGIA Terminal-2, New Delhi 110037.India. (Google map Location) <b><a href="https://goo.gl/maps/GZsFZBi6mAQ8hj728">https://goo.gl/maps/GZsFZBi6mAQ8hj728</a></b> Note: Online link shall be shared at later stage
viii)	Closing date and time for submission of Bids	<b>23<sup>rd</sup> August 2024 at 9:00am</b>
ix)	Place of submission of Bids	Online on GeM Portal through Two Stage Bidding 1. Technical Bid 2. Price Bid.
x)	Opening of Part 1- Technical Bid	<b>23<sup>rd</sup> August 2024 at 9:30am</b>
xi)	Time, and date of Opening of Price bid would be intimated later, only to the bidders shortlisted in Part I.	Will be informed to Technically Qualified Bidders.

Signature & Stamp Of Bidder

xii)	Officer to be contacted for clarifications/ help:	1.Mr.Yogendra Mohan - Engineer for Commercial Queries 2.Mr.Rajesh Narang- Dy G.M. Technical Member All mails must be marked Line No.1 by copy LineNo.2 1. <a href="mailto:aieslpurchase.nr@aiesl.in">aieslpurchase.nr@aiesl.in</a> +91-11-25667714/7716
xiii)	Authority in whose favour all tender related Price instruments (DD, Banker cheque etc.) are to be made.	<b>“AI Engineering Services Limited”</b> Payable at Delhi.
xiv)	All Price Instruments to be payable at: (Online Only)	BANK DETAILS FOR RTGS SBI MAIN BRANCH PARLIAMENT STREET NEW DELHI-110001 IFSC SBIN0000691, A/C NO 33029526378 MICR-110002087 SWIFT CODE - SBININBB104
		BANK DETAILS FOR RTGS SBI MAIN BRANCH PARLIAMENT STREET NEW DELHI-110001 IFSC SBIN0000691, A/C NO 33029526378 MICR-110002087 SWIFT CODE - SBININBB104



## Section-2 Disclaimer

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

### Section-3 Abbreviations

S/N	Abbreviations	Description
1.	AMC	Annual Maintenance Contract
2.	BG	Bank Guarantee
3.	BIS	Bureau of Indian Standards
4.	CA	Competent Authority
5.	CPPP	Central Public Procurement Portal
6.	CVC	Central Vigilance Commission
7.	DFP	Delegation of Financial Power
8.	ECS	Electronic Clearing System
9.	EMD	Earnest Money deposit
10.	USD	United States Dollar
11.	CUR	Currency
12.	TB	Technical Bid Form
13.	TEC	Technical Eligibility Criteria
14.	FM	Force Majeure
15.	GeM	Govt e-Marketplace
16.	GTC	General Terms & Conditions
17.	INR	Indian Rupees
18.	Part I	Technical Bid
19.	Part II	Price Bid
20.	NEFT	National Electronic Fund Transfer
21.	NIT	Notice Inviting Tender
22.	NSIC	National Small Industries Corporation
23.	OEM	Original Equipment Manufacturer
24.	PAC	Proprietary Article Certificate
25.	PBG	Performance Bank Guarantee
26.	PO	Purchase Order
27.	PQC	Prequalification Criteria
28.	PR	Purchase Requisition
29.	PVC	Price Variation Clause
30.	QAC	Quality Assurance Certificate
31.	RA	Reverse Auction
32.	RC	Rate Contract
33.	RFQ	Request for Quote
34.	RTGS	Real Time Gross Settlement
35.	SD	Security Deposits
36.	MSME	Micro, Small and Medium Enterprises
37.	ADF	Acceptable deferred Defect
38.	AMC	Annual Maintenance Contract
39.	AMM	Aircraft Maintenance Manual
40.	AMP	Aircraft maintenance Program
41.	AOG	Aircraft on ground

### Section-4 Introduction

Signature & Stamp Of Bidder

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

With a great skill set, huge professional experience and competency, AIESL manages and maintains Airbus, Boeing & ATR's fleet with the Technical Dispatch Reliability of more than 99%. With major hangars and bases located at all the major metros, AIESL is maintaining fleet comprising 76 Airbus a320 family aircraft (20 A319, 09 A320, 27 A320 NEO & 20 A321), 72 Boeing aircrafts (24 B737, 04 B747, 17 B777, 27 B787), and 18 ATR (18 ATR-72).

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

#### **4.1 Future Planning**

The company is planning to improve revenue generation by providing MRO services pertaining to Existing Capabilities to third parties (through aggressive marketing) and acquiring new Capabilities. AIESL plans to acquire EASA Base Maintenance Capability to capture Aircraft Redelivery Business. It intends to expand on its MRO Services to the Defense sector such as DRDO/IAF/Indian Navy. To acquire EASA certifications for our Landing Gear overhaul Capability and CFM 56-5B Engine overhaul Capability, as also to upgrade ATEC Shop to service various components of A320 NEO Family Aircraft.



## Section - 5 General Terms & Conditions (GTC)

5.1	<p>The bid shall be furnished under single stage-two-part bidding basis i.e., Technical-bid and Price Bid.</p> <p>AIESL invites interested bidders for <b>“Supply, installation, testing and commissioning of Electric Tug”</b> as per technical specifications mentioned in “Workscope” on Open Tender considering L1 criteria for selection as per enclosed Bill of Quantity &amp; Price.</p> <p>The complete tender can be downloaded from AIESL’s website apart from GeM portal.</p>
5.2	<p>AIESL reserves the right to itself to postpone and/ or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.</p>
5.3	<p>Bidders are advised to quote strictly as per terms and conditions of Tender and any deviation will lead to rejection.</p>
5.4	<p>Vague and ambiguous replies and replies such as “Refer covering letter, conditions of Bid etc. shall be avoided.</p> <p>Such replies shall be deemed to be incomplete and may prevent the Bid from being considered by the AIESL.</p>
5.5	<p>The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in electronic form.</p>
5.6	<p>The Bid Specification shall be executed strictly in accordance with the conditions specified in this Bid document. If any of the aforesaid conditions is not clear to the bidder, clarification may be sought from the Technical Member before submission of bids. Bidders are advised to accept all the conditions specified in the Bid document, to facilitate early finalization of bids. Separate set of commercial conditions (such as bidders’ standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to summarily rejection.</p>
5.7	<p>The bidder shall submit rate analysis/bifurcation of quoted price if so desired by the AIESL.</p>
5.8	<p>Soft Copy of 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.</p>
5.9	<p>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</p>
5.10	<p>The Price bids should be in Indian Rupees (INR) only.</p>
5.11	<p>Conditional discounts / credits, if any, shall not be given any consideration in the evaluation.</p>
5.12	<p>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</p>
5.13	<p>The Bids should be valid for acceptance by AIESL for a minimum period of 120 days from the date of opening of the technical bid.</p>
5.14	<p>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.</p>
5.15	<p>Price bids of only those bidders who qualify based on evaluation of their technical bid would be opened and accordingly such bidders would be intimated.</p>
5.16	<p>The bid is to be submitted on the GeM portal after careful study and examination of the tender document, and after obtaining a full understanding of the requirements. Bidders are therefore advised to study the tender document carefully before submitting their bids. The submission of a bid will imply that the Bidder has</p>



	read this tender, its terms & conditions and has fully understood the work scope, specifications, project execution and solution implementation requirements.
5.17	The Agreement for supply of unit/service would be signed between AIESL, and the bidder selected for award of the contract. The bidders must confirm their willingness to sign such Agreement containing the entire principal terms and conditions of this tender.
5.18	AIESL reserves the right of not awarding any contract to any of the Bidders.
5.19	The bidders should bear all the costs associated with the preparation and submission of their bids, including the costs incurred in presentations, demonstrations etc. for the purposes of evaluation of the bids by AIESL. AIESL will in no case be responsible or liable for such costs regardless of the conduct or outcome of the bidding process. AIESL would however be responsible for the cost on account of travel, accommodation etc. of its Evaluation Team if a decision is taken during the process of evaluation of the bids to make visits to client sites.
5.20	Determination of whether the bid complies with the tender requirements or not will be at the sole discretion of AIESL.
5.21	It will be the responsibility of the bidder to comply and pay all taxes/ levies/ duties in the country of origin as well as in India, as applicable for the entire contract
5.22	In case the taxes, levies and duties are not mentioned separately, the bid shall be considered as inclusive of taxes.
5.23	Any increase in taxes / levies / duties in subsequent years will be reimbursed 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.
5.24	In case, any new taxes / levies / duties are introduced in future by the Government of India during the period of the contract, the same shall be reimbursed to the bidder by AIESL on submission of proof of such payments
5.25	Payment will be made through ECS (Electronic Clearance Service) / Wire transfer.
5.26	Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions.
5.27	Tender 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.
5.28	Fall in price clause: The successful bidder should pass on any benefits arising due to lower taxation or change in input/raw material cost by virtue of some exemption by government or for any reasons during the contract/order.
5.29	<p>Force Majeure Event</p> <ol style="list-style-type: none"> <li>i. Neither the Service Provider nor AIESL (collectively “Parties” and individually “Party”) shall be in breach of any obligation under the Contract if it is unable to perform that obligation in whole or part by reason of occurrence of Force Majeure Event.</li> <li>ii. 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).</li> <li>iii. 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.</li> <li>iv. The Party so affected shall take all reasonable steps to remedy the failure and</li> </ol>

Signature & Stamp Of Bidder

	<p>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.</p> <p>v. 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.</p> <p>vi. 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.</p>
5.30	<p><b>Resolution of Disputes and Arbitration</b></p> <p>i. Any dispute arising between the Service Provider and AIESL(Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the Contract or the validity or breach thereof (the "Dispute"), shall first be settled by mutual consultation between the authorized representatives of the Parties. If the Dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has, the same shall be settled and finally resolved by arbitration.</p> <p>ii. Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one (1) arbitrator each and the two (2) such appointed arbitrators shall in turn appoint the third (3rd) arbitrator as the presiding arbitrator.</p> <p>ii. The arbitration award passed under the arbitration shall be final and binding on the Parties.</p> <p>iv. The proceedings of the Arbitration shall be conducted in English language and the place of arbitration shall be Delhi.</p> <p>v. Each Party shall bear their own cost with respect to such arbitration</p>
5.31	<p><b>Subcontracting</b></p> <p>i. 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.</p> <p>ii. 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.</p>
5.32	<p><b>Recovery of Sums Due</b></p> <p>i. 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.</p> <p>ii. Should this amount be insufficient to cover the said full amount recoverable, Bidder shall pay to AIESL on demand the balance amount within 14 days of the demand along with the interest as per applicable SBI lending rate from the due date specified in the demand notice.</p>

	<p>iii. If any amount due to AIESL is so set off against the said security deposit, the Service Provider shall have to make good, the said amount immediately but not later than 14 (fourteen) calendar days, to restore the Security Deposit to its original value. Non- restoration of such a Security Deposit will be treated as an event of default, leading to the right of AIESL to take appropriate remedial action, including termination.</p> <p>iv. 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.</p>
5.33	<p><b>Intellectual Property</b></p> <p>i. 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.</p> <p>ii. The intellectual property produced by the Successful Bidder during or in relation to the Services under the Contract shall belong to AIESL absolutely.</p> <p>iii. AIESL reserves the right for injunctive relief to prevent the breach of any it's or third parties' intellectual property rights.</p> <p>iv. 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"> <li><input type="checkbox"/> procure for AIESL the right to continue using the Services; or</li> <li><input type="checkbox"/> modify the Services so that it becomes non -infringing; or</li> <li><input type="checkbox"/> refund to AIESL the money paid by AIESL for the enjoined part or parts of the Services.</li> </ul>
5.34	<p><b>Assignment</b></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>
5.35	<p><b>Non-Waiver</b></p> <p>Failure of AIESL to enforce any of the terms &amp; 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>
5.36	<p><b>Fraudulent Practices</b></p> <p>AIESL requires that Bidders observe the highest standard of ethics during the Bidding process and execution of contracts. In pursuance of this, AIESL defines, for the purpose so this provision, the terms set forth below as follows:</p>

Signature & Stamp Of Bidder

	<p>I. <b>“Corrupt practice”</b> 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>II. <b>“Fraudulent practice”</b> 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 Bidders (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>5.37 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>5.38 Shall declare a Bidder ineligible and blacklist such Bidder, either indefinitely or for a stated period if at any time, AIESL determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.</p> <p>5.39 Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent / corrupt practices during the currency of the Contract.</p> <p>5.40 EMD or Security deposit shall be forfeited in addition to the above-mentioned remedies which AIESL shall have taken.</p>
5.41	<p><b>Conflict of Interests</b></p> <p>i. SP not to Benefit from Commissions, Discounts, etc. The payment to SP under this Contract shall constitute the SP’s sole remuneration in connection with this Contract or the services. The SP shall not accept, for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services in the discharge of their obligations hereunder.</p> <p>ii. Prohibition of Conflicting Activities Neither the SP nor the Personnel shall engage, either directly or indirectly, in any business or professional activities conflicting to the Services assigned to them under this Contract.</p>
5.42	<p><b>Confidentiality</b></p> <p>i. 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 &amp; 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.</p> <p>ii. 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.</p> <p>iii. 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.</p> <p>iv. 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</p>

	<p>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.</p> <p>v. 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.</p> <p>vi. The Bidder/ Successful Bidder shall execute a separate Non-Disclosure Agreement with AIESL on non-judicial stamp paper of requisite value. In addition to the content hereunder, all global laws related to privacy and confidentiality will have to be maintained.</p> <p>vii. 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.</p>
5.43	<p><b>Indemnification</b></p> <p>i. The Service Provider shall indemnify AIESL against all liability arising out of any claim, penalty, loss damages or costs actually paid, suffered, or incurred by AIESL pursuant to any injury or death to any person or by reasons of any damage to any property (including but not limited to the Aircrafts) belonging to AIESL caused by the Service Provider's personnel deployed for the Services. In case, any such amount is not deposited / paid to 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.</p> <p>ii. The Successful Bidder shall indemnify AIESL from all liability arising out of any claim /penalty /loss or damages, including costs (including counsel fees and reasonable legal cost) thereof, arising out of any breach or violation by the Successful Bidder of any provisions of any law, including but not limited to the intellectual property rights whether in India or any other country and labor laws governing the employees of the Successful Bidder.</p>
5.44	<p><b>Penalty Clause:</b> Unless otherwise notified in the tender, the penalty @ 0.5% of the PO value per week to a maximum of 10% of the PO value would be levied for non-delivery/ receipt of the unit within the stipulated time period mentioned by bidder.</p>
5.4 5	<p><b>Negotiations -</b> As a general norm price negotiations are not to be carried out with the bidders. Negotiations, if at all, shall be an exception and may be held only in the case of proprietary items, or in the case of goods / services with limited sources of supply. Negotiations should be held with the L1 bidder only. Counter offers tantamount to negotiations and should be avoided. (CVC circular No.4/3/07)</p>

## Section-6 Instructions to Bidders (ITB)

6.1	<p>Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the relevant contact person indicated as below:</p> <p>1.Mr. Rajesh Narang Dy General Manager– (Technical Member) 2.Mr.Yogendra Mohan ,Engineer- (Commercial Queries)</p> <p>AI Engineering Services Limited (AIESL) O/o DGM Engineering-Production Planning &amp; Material Management, IGIA Terminal-2, New Delhi 110037.India.</p> <p>Mails to be copied to <a href="mailto:aieslpurchase.nr@aiesl.in">aieslpurchase.nr@aiesl.in</a> to seek technical or commercial clarifications.</p>
6.2	<p>Clarification of Bidding Documents:</p> <p>A prospective Bidder requiring any clarification of the bidding documents may notify the contact person by email at the address indicated in the ITB. AIESL will respond to any request for clarification received prior to the Pre-Bid date. AIESL response will be published on AIESL’s website including a description of the inquiry, but without identifying its source. AIESL shall not be obliged to respond to any request for clarification received later than the above said period. Further, the mere request for clarification from the bidder(s) shall not be a ground for seeking extension in the deadline for submission of bids.</p>
6.3	<p>Pre-Bid Meeting</p> <ol style="list-style-type: none"><li data-bbox="215 1003 1406 1167">i. The purpose of the Pre-Bid meeting shall be to clarify the issues and to answer questions received from or any matter that shall be raised by the prospective Bidders. The Bidders are advised to send their queries as per date and time mentioned in Notice Inviting tender. The queries may be addressed to: <a href="mailto:aieslpurchase.nr@aiesl.in">aieslpurchase.nr@aiesl.in</a>.</li><li data-bbox="215 1167 1406 1585">ii. 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. No separate press advertisement will be given for the same. Addendum and/or Corrigendum, if any, to the Tender, shall be referred to and taken into consideration by the prospective Bidders. It is the Bidder’s responsibility to visit the said portal regularly for the aforesaid Addendum / Corrigendum as applicable.</li><li data-bbox="215 1585 1406 1794">iii. Non-attendance of the Pre-Bid meeting shall not be a cause for disqualification of a Bidder. Interested Bidders 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 <a href="mailto:aieslpurchase.nr@aiesl.in">aieslpurchase.nr@aiesl.in</a></li><li data-bbox="215 1794 1406 1966">iv. Maximum 2(two) representatives of each Bidder shall be allowed to attend the Pre-Bid meeting on the date fixed by AIESL. The Bidders authorized representatives shall carry an authorization letter on the letter head of the Bidder duly Signed by the authorized Signatory for the Bidder, along with an identity card to attend the Pre-Bid meeting.</li><li data-bbox="215 1966 1406 2072">v. Inputs/suggestions/queries submitted by the Bidders as part of the Pre-Bid meeting and otherwise will be given due consideration by AIESL. However, AIESL is not mandated to accept any submission made by the Bidder and the</li></ol>

Signature & Stamp Of Bidder

	final decision will rest with AIESL.	
6.4	A pre-bid conference, which will be held Remotely or in person (Link shall be uploaded) at O/o DGM Engineering, Production Planning & Material Management, IGI Airport Terminal-2, New Delhi 110037.India. Bidders can join the meeting remotely or in person. A maximum of one representative of each prospective Bidder Shall be permitted to attend the pre-bid conference. The representative(s) must carry an authority letter from the company's authorized signatory for participation in the pre-bid conference. The name(s) of the representative(s) for the pre-bid conference may also preferably be directly sent to AIESL in advance of the date of pre-bid conference on e-mail <a href="mailto:aieslpurchase.nr@aiesl.in">aieslpurchase.nr@aiesl.in</a>	
6.5	<p><b>Bid Offer Validity:</b> The Proposal shall be valid for a period of one hundred twenty (120) calendar days from the last date of opening of Technical Bid.</p> <p>Prior to expiry of the validity period of the Proposal, AIESL may request the Bidders to extend the validity period of the Proposals. 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 RFP shall continue to be applicable during the extended period of validity.</p>	
6.6	<p><b>Bid Submission:</b> Bidders must ensure two stage bid system i.e.</p> <ol style="list-style-type: none"> <li>1. Technical bid</li> <li>2. Price bid</li> </ol> <p>To be submitted on the GeM portal.</p>	
6.7	PART-I	<p>This shall be named <b>“Technical Bid”</b>. No price bid related information shall be mentioned in the Technical Bid. It shall contain all documents except Price Bid. If the price is disclosed in “Technical Bid” , it will lead to rejection of the bid. The Technical Bid as per prescribed format must be submitted separately through GeM (Bidders to mention Due Date and Time in the blank space)” along with the requisite proof of submission of EMD (online mode only). The Bidders must furnish the Technical Bid along with scanned copies of all attachments/documents/information and details sought / required through documentary evidence, duly signed by the authorized signatory of the Bidder(s) with company seal on all the pages of such documentary evidence and annexure submitted along with Technical Bid, as per the terms of the Tender.</p>
6.8	PART-II	<p>It shall be named <b>“Price Bid”</b> and shall comprise of Bill of Quantity and Price. No need to enclose a complete tender document, please note that only Price Bid is mandatory. It shall contain only Price Bid. Price bid should be submitted strictly as per prescribed format of Price Bid through GeM portal. The prices in the Price Bid must be clearly typed both in words and figures without any error. Bidders are advised to study the Tender carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the tender with full understanding of its implications. Bids prepared by the Bidder shall contain all requisite information along with self-attested supporting documents as per details provided in the Technical Bid. If there is an error in a total corresponding to the addition or subtraction of subtotals, the</p>

		subtotals shall prevail, and the total shall be corrected. 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. In case of discrepancy between unit price and total price, the unit price shall prevail.
6.9	Opening of Bids	<p>i. On the date of opening of Tender, only the Technical Bids will be opened. Price Bids of only those Bidder(s) who are qualified after the evaluation of the Technical Bids will be opened at a later stage. Intimation will be sent to those Bidders who qualify after the evaluation of the technical Bids. No correspondence in this regard will be entertained.</p> <p>ii. If in the price quoted in the Price Bid, there is a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected accordingly.</p>





## Section-7 Commercial Terms and Conditions

7.1	<p><b>Earnest Money Deposit (Attach soft copy on Part I) Annexure-I</b></p> <ol style="list-style-type: none"> <li>i. An Earnest Money Deposit (EMD) of Rs. 33,150 /- must be submitted along with a technical bid.</li> <li>ii. Bidders must submit EMD in Electronic form (online Mode only).</li> <li>iii. Bidders seeking exemption from EMD shall enclose soft copy of MSME/NSIC certificate to claim exemption.</li> <li>iv. Bids received without EMD shall be rejected.</li> <li>v. In case a Bidder 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.</li> <li>vi. EMD for Bids which fail to qualify in the 'Technical Bid' will be refunded to them up to 30 days after opening of Technical Bid.</li> <li>vii. Banker Name: State Bank of India Account no.: 33029526378 IFSC Code: SBIN0000691 Transaction ID no.: .....</li> </ol>
7.2	<p><b>Exemptions / Preference to MSME Units: As per GEM policies.</b></p> <p>As per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.12 by Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSEs must be registered with any of the following to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.</p> <ol style="list-style-type: none"> <li>i. District Industries Centers (DIC)</li> <li>ii. Khadi and Village Industries Commission (KVIC)</li> <li>iii. Khadi and Village Industries Board</li> <li>iv. Coir Board</li> <li>v. National Small Industries Corporation (NSIC)</li> <li>vi. Directorate of Handicraft and Handloom</li> </ol> <p>Any other body specified by the Ministry of MSME(Udyog Aadhaar).</p> <p>MSMEs should be registered for the required services of tender documents (vide Work Scope) in order to claim the exemption/preference.</p> <p>The MSEs registered with above mentioned agencies/bodies for the Tendered Service and quoting price within price band of L1+15% (fifteen per cent) shall be allowed to supply a portion of requirement by bringing down their price to the price quoted by L1 in a situation where the price quoted by the L1 Bidder (the "L1 Price") is from other than a MSE and such MSE shall be allowed to supply up to 20 % (twenty per cent) of total Tendered value/service. In case of more than one such MSMEs are in the price band of L-1 + 15% and matches the L-1 Price, the 20% value shall be shared proportionately, if it can be divided, else the complete contract shall be allocated to the MSME unit.</p> <p>An MSE unit will not get any purchase preference over another MSE unit.</p> <p>Note: Above policy of extending benefits is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.</p>
7.3	<p>MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the tendered item along</p>

	with their bid.
7.4	The MSEs registered with District Industries Centers must submit the Acknowledgement of Entrepreneur Memorandum (EM) Part-II along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
7.5	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 should ensure that the same is valid till the end of the Contract period.
7.6	The MSEs, who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on the close date of the tender, are not eligible for exemption / preference.
7.7	Exemption from submission of EMD – The MSEs registered with above mentioned agencies/bodies are exempted from payment of EMD.
7.8	The Successful Bidder (MSME/Non MSME) will be required to submit the SD/PBG as applicable on the Contract value. Note: Above policy of extending benefits is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them
7.9	<b>Security Deposit / Performance Bank Guarantee</b> i. A Security deposit (SD) @ 5 % of the contract (PO) value, or a Performance Bank Guarantee (PBG) for the same amount would be required to be submitted by the successful Bidder within 15 Days from the date of award of contract/PO/LOA. The SD / PBG is for meeting the project commitments till the end of the contract period. The SD / PBG would be refunded / returned within two months of successful completion of contract period subject to adjustment for penalties, if any, on account of deficiencies in performance as per the terms of the contract. ii. It is to be noted that the costs involved in furnishing the PBG / SD are to be borne by the bidder who has been awarded the contract.
7.10	Technical Bid opening venue will be at the office AIESL, address– <b>Office of Dy. General Manager ,</b> AI Engineering Services Limited, New Avionics Complex, Production Planning & Material Management, IGIA Terminal-2, New Delhi-110037.India and as per given schedule. If so desired, a representative of Bidder may be present at the time of opening of tenders. The representative must carry an authority letter from the Bidder's authorized signatory for participation in the tender opening. The name of the representative may also preferably be directly sent to AIESL in advance of the date of opening of the tenders by e-mail as under: E-mail: <a href="mailto:aieslpurchase.nr@aiesl.in">aieslpurchase.nr@aiesl.in</a>
7.11	Price bids will be opened for those bidders who have successfully fulfilled the technical criteria.
7.12	<b>Payment Terms:</b> The payment shall be made within 45 days of submission of Invoice to AIESL after successfully testing & commissioning the Unit. No advance can be made.  However , if any advance payment is required to made to L1 Bidder, refer following terms: i. Advance payment of 30% of the contract value shall be paid on receipt of Bank Guarantee (equal to the sum of advance payment from the Supplier with sufficient validity) after issuance of PO/LOA.
7.13	<b>Billing Terms:</b> i. 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.

- ii. TDS shall be deducted by AIESL from the payment made against these invoices, as per the applicable laws.
- iii. GST shall be paid by the AIESL after the proof of submission of GST.

Billing To & Shipping Address:  
 General Manager Engineering  
 Production Planning & Material Management  
 Northern Region, New Avionics Complex,  
 IGIA Terminal 2, New Delhi 110037.  
 Landmark Gate No.6 Cargo, New Custom House.  
 PAN No.AAFCA9618L  
 GSTIN #07AAF CA9618L2Z9  
 Ph. No. 011-25667714/7825

**7.14 Work Scope (Attach soft copy on Part I)**

**Annexure -I**

Supply, installation, testing and commissioning of Electric Tug , Qty-1 as per conditions mentioned in TEC-Table-A.

**7.14.1 Technical Eligibility Criteria (TEC) Table A**

S/N	DESCRIPTION	REMARKS	FILL DATA OR TICK
1.	The Electric Tow Tractor must be suitably designed for maximum towed weight capacity of 15 Tonnes.  15Ton [on Flat-R=50ON/Ton μs=D.80	MANDATORY	PROVIDE DATA  Remark – Higher range is acceptable till 18 Tonnes towed weight capacity
1.1	The Tug shall be on suitable frame for positioning near the aircraft/s and single operator shall accomplish alignment & dealignment operations, quick engage & disengage of the towing GSEs / Trolley.	COMPLY WITH REQUIREMENT	COMPLY/NOT COMPLY
1.2	A. Overall Dimensions (L x B x H)  B. Turning Radius(in metres) APPROXIMATE- 3400 mm  C. Weight in Kgs – APPROXIMATE 3000 kg Make/Model	APPROXIMATE DATA OF MACHINE DESIGN	_____ _____ _____

<p><b>1.3</b></p>	<p>The equipment shall be responsible for its design and structural standards by ensuring that it meets or exceeds IATA Airport Handling Manual (AHM) and other relevant standards where applicable for specification outlines for the functional requirement for a Cargo Towing Tug – Electric.</p>	<p>THE DESIGN MEETS THE REQUIREMENT MANDATORY</p>	<p>COMPLY/NOT COMPLY</p> <p>PROVIDE DATA OR DECLARATION</p>
<p><b>1.4</b></p>	<p>MAXIMUM OR PEAK Draw Bar Pull MUST BE GREATER THAN 10000 N</p>	<p>MANDATORY</p>	<p>PROVIDE DATA</p> <hr/>
<p><b>1.5</b></p>	<p>Speed - (Without load) 20 km/h (With full load) 12-15 km/h</p>		<p>PROVIDE DATA</p> <hr/>
<p><b>1.6</b></p>	<p>Seating Capacity - Two (2)</p>	<p>TWO MANDATORY</p>	<p>PROVIDE DATA</p> <hr/>
<p><b>1.7</b></p>	<p>Service brakes shall be hydraulically powered &amp; fail safe</p>	<p>MANDATORY</p>	<p>COMPLY/NOT COMPLY</p> <p>PROVIDE DATA OR DECLARATION</p>
<p><b>1.8</b></p>	<p>Parking brake on drive hub.</p>	<p>MANDATORY</p>	<p>COMPLY/NOT COMPLY</p> <p>PROVIDE DATA OR DECLARATION</p>
<p><b>1.9</b></p>	<p>Powered assisted steering</p>	<p>MANDATORY</p>	<p>COMPLY/NOT COMPLY</p> <p>PROVIDE DATA OR</p>

			DECLARATION
<b>TRACTION MOTOR</b>			
<b>2</b>	Suitable Electric Traction motor will be provided. Traction motor should have min IP 54 ingress protection rating	MANDATORY	COMPLY/NOT COMPLY  PROVIDE DATA OR DECLARATION
	Min. Power : 13.5 kW		PROVIDE DATA
<b>SAFETY : Motor</b>			
<b>2.1</b>	Overload	MANDATORY	COMPLY/NOT COMPLY  PROVIDE DATA OR DECLARATION
<b>2.2</b>	Over Temperature	DESIRED	COMPLY/NOT COMPLY  PROVIDE DATA OR DECLARATION
<b>2.3</b>	Rear Inching System for Connecting Trolley / Equipment	DESIRED	
<b>SAFETY : Tug</b>			
<b>2.4</b>	Neutral interlock		
<b>2.5</b>	Alarm to be provided whilst reversing		
<b>2.6</b>	Battery overcharge warning	MANDATORY	COMPLY/NOT

			COMPLY  PROVIDE DATA OR DECLARATION
<b>2.7</b>	Controller temperature warning	DESIRED	
<b>2.8</b>	Overheat warning	DESIRED	COMPLY/NOT COMPLY  PROVIDE DATA OR DECLARATION
<b>2.9</b>	Parking brake off alarm / Indicator	DESIRED	
<b>2.10</b>	Provision of Deadman Padel	DESIRED	
<b>2.11</b>	Provision of safety system to avoid driving of Tug while on charging.	DESIRED	
<b>ELECTRICAL SYSTEM</b>			
<b>2.12</b>	The controls for all electrical accessories to be connected to the ignition switch except for the side lightings.	REQUIRED	COMPLY/NOT COMPLY
<b>2.13</b>	Components to be fully enclosed to protect from dust, dirt, water and damage from vibration	REQUIRED	COMPLY/NOT COMPLY
<b>2.14</b>	Flashing beacon (amber color) lights to be fixed at the highest part of the tractor.	MANDATORY	COMPLY/NOT COMPLY
<b>2.15</b>	Horn, Reversing Horn and Light	MANDATORY	COMPLY/NOT COMPLY

<b>2.16</b>	Battery Charging indicators.	MANDATORY	COMPLY/NOT COMPLY
<b>2.17</b>	<p>Wire used for wiring should meet following standards:</p> <ol style="list-style-type: none"> <li>1. Conductor: CU-ETP1 (Acc to EN 13602)</li> <li>2. Multi wire, Flexible (Acc. To ISO 6722-1)</li> <li>3. Insulation: PVC, Class B(ISO 6722-1)</li> <li>4. Temperature range: -40.C to 105.C</li> <li>5. Standards: ISO 6722-1;DIN 72551-6;ECE-R 118</li> </ol> <p>Wiring shall have heat resistance, fire retardant properties with color coded and wire terminals must be numbered to match the numbers indicated in the wiring diagram.</p>	REQUIRED	COMPLY/NOT COMPLY
<b>2.18</b>	All electrical wiring and components shall be simple and maintainable, with the possibility to identify the ratings of all the components.		COMPLY/NOT COMPLY
<b>2.19</b>	Individual wires in harness/loom shall have identification numbers on all the length of the wires.		COMPLY/NOT COMPLY
<b>BATTERY</b>			
<b>3</b>	80 Volt, 375 AH, Exide make or any other reputed make (2V X 40 Cells).	MUST BE COMPATIBLE WITH MACHINE	

	LEAD ACID	BATTERY WITH *LOW AH NOT ACCEPTABLE	
<b>3.1</b>	Suitable plug for charging battery from battery charger, which should be rugged and should have a minimum life of 2 years.	MANDATORY	COMPLY/NOT COMPLY
<b>3.2</b>	Battery Swapping: Must be easy and preferably be on rollers, which is easy to swap with charged Battery.  <b>( Lateral Swapping )</b>  With Height Adjustable Trolley.	REQUIRED	COMPLY/NOT COMPLY
<b>3.3</b>	Suitable Battery charger (Portable upto 15 Kgs) having 80V / 120 AMP with industrial plug 5 pin 32A	MANDATORY TO PROVIDE SUITABLE BATTERY CHARGER	COMPLY/NOT COMPLY
<b>OPERATIONS</b>			
<b>4</b>	The operation panel shall be provided with water proof electrical switches.	MANDATORY	COMPLY/NOT COMPLY
<b>4.1</b>	SAFETY - Emergency engine stop button(s) (red mushroom type) shall be provided at convenient positions to allow for immediate shutdown in event of emergency OR must have inbuilt cut-off system within engine.	MANDATORY	COMPLY/NOT COMPLY
<b>BASIC REQUIREMENTS</b>			
<b>5</b>	Adequate LED lighting shall be provided in the operation panel for easy identification of controls.	REQUIRED	COMPLY/NOT COMPLY



<b>5.1</b>	Area LED lights to be provided to facilitate working at night	REQUIRED	COMPLY/NOT COMPLY
<b>5.2</b>	Speedometer and hour – meter.	MANDATORY	COMPLY/NOT COMPLY
<b>5.3</b>	Three Ignition keys per unit and Unique	REQUIRED	COMPLY/NOT COMPLY
<b>PAINTING</b>			
<b>6</b>	Unit to be given anti corrosion treatment prior to painting (please mention such treatment) and to be coated with Epoxy Primer and painted with PU Paint (AKZONOBEL or Equivalent)/ Customer Colour Scheme & Logo can be processed.	REQUIRED	COMPLY/NOT COMPLY
<b>MISCELLANEOUS</b>			
<b>7</b>	Ergonomically – designed seat to be provided for the driver.	REQUIRED	COMPLY/NOT COMPLY
<b>7.1</b>	01 unit of 2 kg ABC type fire extinguisher per unit with fixtures. OEM Certificate from fire extinguisher stating validity and term & Condition	MANDATORY	COMPLY/NOT COMPLY
<b>7.2</b>	Hydraulic Tank: If Provided for steering should not have a plastic one, as plastic containers perish quickly due to the high temperature.	REQUIRED	COMPLY/NOT COMPLY
<b>7.3</b>	Accumulator if provided should be rechargeable (Diaphragm) type.	REQUIRED	COMPLY/NOT COMPLY

<b>7.4</b>	Start switch to be key-controlled (Each key must be unique for each equipment); Start switch to be key-controlled (Each key must be unique for each equipment)	MANDATORY	COMPLY/NOT COMPLY
<b>7.5</b>	Provision of Service Lamps in service area not limited to compartment/space where motor, controller assembly, Battery Compartment and other components are placed.	MANDATORY	COMPLY/NOT COMPLY
<b>7.6</b>	Tug should be provided with a tow hook arrangement at front and rear ends which shall be visible from the driver's seat.	MANDATORY	COMPLY/NOT COMPLY
<b>7.7</b>	Operation of the rear tow hook shall be possible from the Driver's seat.	REQUIRED	COMPLY/NOT COMPLY
<b>7.8</b>	Rigid bumpers to be provided at front and rear ends.	REQUIRED	COMPLY/NOT COMPLY
<b>7.9</b>	The front wheel axle shall be fitted with a shock absorber and leaf spring in order to withstand shock and bumpiness.	REQUIRED	COMPLY/NOT COMPLY
<b>7.10</b>	The rear wheel axle shall be fitted with a leaf spring and Shock Absorber in order to withstand shock and bumpiness.	REQUIRED	COMPLY/NOT COMPLY
<b>7.11</b>	Solid tyres to be fitted. These tyres shall be the kind that provides maximum ride comfort. (cushioned type)	MANDATORY	COMPLY/NOT COMPLY

<b>7.12</b>	Master Functional Switch to carry out test for any auxiliary malfunctions.	REQUIRED	COMPLY/NOT COMPLY
<b>7.13</b>	Additional power saving mode for Steering System with Emergency Operation mode	REQUIRED	COMPLY/NOT COMPLY
<b>7.14</b>	One point for 24Volt socket for output supply	REQUIRED	COMPLY/NOT COMPLY
<b>7.15</b>	Rear Inching System for Connecting Equipment / Trolleys	REQUIRED	COMPLY/NOT COMPLY
<b>7.16</b>	Copies of Fast Moving Items, Spare Parts Catalogue, Operator's Manuals, Electrical Circuit Diagram, Maintenance and Overhaul manual of all components to be provided. Two Hard copies & one soft copy to be provided for each supplied units.	MANDATORY	COMPLY/NOT COMPLY

**Note:**

1. Please fill the column "Fill Data".
2. To qualify for a technical Bid, Bidder must meet all mandatory conditions.
3. Failing to mandatory specifications will lead to disqualification and Rejection of Bid.
4. No deviations are acceptable.

**7.14.2 Experience Requirement**

**Table B**

<b>Experience</b>	<b>Fill/Provide Data</b>
Minimum 03 years experience in supply of Electric Tow tractors of similar type in Aviation field, Worldwide or in India.	Enclose <b>Three purchase orders mandatory (Price may be masked)</b> <b>1.</b> <b>2.</b> <b>3.</b>

**Note:**

1. Failing to provide less than three purchase orders will be disqualified. Price Bid will be rejected/returned.

Signature & Stamp Of Bidder

**7.14.3 Safety Report**

**Table C**

	<b>Description</b>	<b>Fill Data</b>
SAFETY	Provide details of any safety related issues in the last five years since 2018 – example fire/steering fail/damage to aircraft attributed to tow tractor/operator. Provide details along with mitigation actions.	Enclose Soft copy

**Note:** Provide self-declaration if no incident occurred.

**7.14.5 Manuals**

**Table D**

<p>Supplier must provide 2 (two) printed and soft copies of manual</p> <ol style="list-style-type: none"> <li>1.Operator’s Handbook/Operational Manual.</li> <li>2.Maintenance Manual</li> <li>3.Electrical wiring diagram</li> <li>4. Illustrated current parts catalog.</li> </ol>	
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**Note:** Non-compliance of any of the above clauses or remarks like noted, agreed, ok, etc. is liable for disqualification of bid.

**7.14.6 Delivery Terms Condition (DTD)**

**Table E**

<p>1. Delivery terms &amp; conditions:-</p> <p>Final Delivery of item should be at Door-to-Door, DTD herein referred as delivery at Planning &amp; Materials Management (PPMM), New Avionics Complex Production, Northern Region, IGI Airport Terminal-2, New Delhi-110037,India</p>
<p>2. Receipt Address:</p> <p>Planning &amp; Materials Management (PPMM), New Avionics Complex Production, Northern Region, IGI Airport Terminal-2, New Delhi-110037,India.</p> <p>Price Bid rate should be for door to door address.</p>
<p>3. Delivery Schedule: -</p> <p>Mention lead time for delivery of the unit in .....(Days) at AIESL Delhi.</p>

**Note:**

Penalty of 0.5% of the PO value per week to a maximum of 10% of the PO value will be levied for non-delivery/non receipt of the unit within the stipulated time period as mentioned in point no. 3 Table E.

**4. Local Customer Support:-**

Bidders must provide local customer support for any operational issue/ fault occurring in the unit during the warranty/AMC.

Provided service representative details to be contacted in case of fault/failure of the unit.

S.No.	Mandatory	Fill Details in this column.
1.	Name :	Authorized Representative submitting the bid.
2.	Office Address:	Address: Email: State: Country: Telephone no.:
3.	Service Workshop Address:	Address: Email: State: Country: Telephone no.:

**7.14.7 Special Terms & Conditions (STC): -**

**1. Annual Maintenance Contract (AMC )**

Annual Maintenance Contract (AMC) / Extended Warranty (Consumables must be Included) –

AIESL desires to have AMC / Extended warranty package for further 3 years, post completion of standard warranty period of one year. The Comprehensive AMC / EW should cover the maintenance cost inclusive of consumables, and materials..The maintenance schedule must be provided by the Bidder.

2. Quality Assurance Certificate

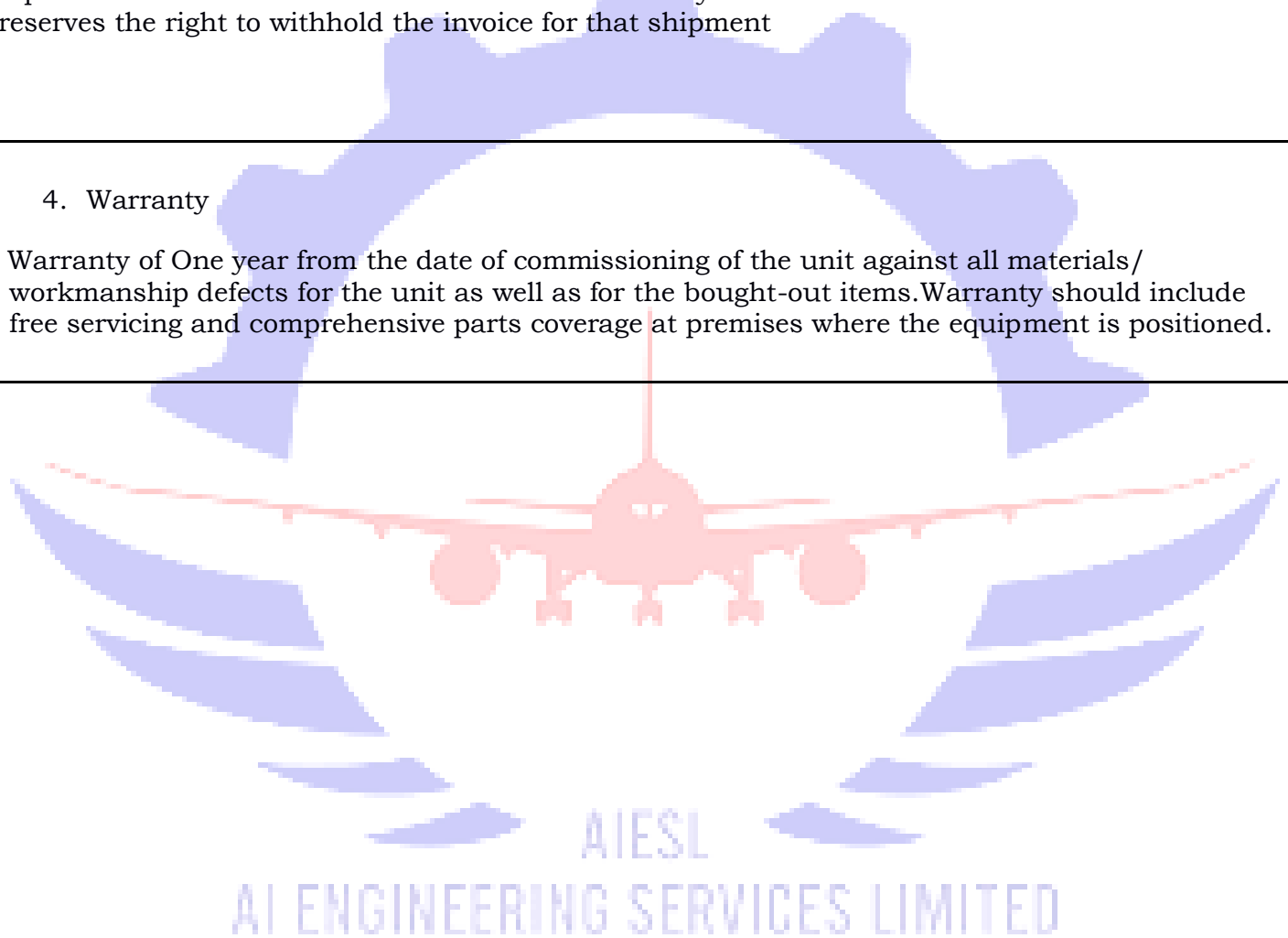
Every supply should be accompanied by a Quality Assurance Certificate (QAC) indicating that the goods so supplied are in conformity with the specifications given in the Purchase Order

3. In-house inspection

AIESL reserves the right to inspect Equipment/ item at any stage before accepting. In case any deviation in quality is found at the time of supply, then the same will be rejected and should be replaced free of cost. Nonadherence of this clause may lead to cancellation of P.O and AIESL reserves the right to withhold the invoice for that shipment

4. Warranty

Warranty of One year from the date of commissioning of the unit against all materials/ workmanship defects for the unit as well as for the bought-out items. Warranty should include free servicing and comprehensive parts coverage at premises where the equipment is positioned.



**Section-8 Technical Bid (TB) Part I**  
**(Part I enclose soft copy of TB on GeM portal)**

**Annexure – II**

S/N	Description	Indicate Compliance Along with information
1	Name of the Bidder Address of the Bidder Legal Status of the bidder ( Proprietor, firm, Company Etc. Self Attested Soft copy required if applicable).	Furnish details.
2	Self Attested Soft copy of ITR for FY 2020-21, FY 2021-22 & FY 2022-23 to be submitted by the Domestic Bidders. Note: Don't enclose any Link.	<b>MANDATORY</b> 1..... 2..... 3.....
3	EMD in the form of Bankers DD/Wire details to be submitted along with Technical Bid.	<b>Mandatory to Non MSME/NSIC</b>
4	The Bidder must be OEM/Distributor/supplier for at least <b>last 03 years</b> i.e., on or before 1st Jan 2024. Supporting document in form of either Purchase Order (3 POs) or commissioning report (03) is to be submitted. (soft copies).	Furnish details.
5	<b>Turnover</b> The Bidder shall have an average annual turnover of Rs. 10 Lakh or more in FY 2020-21, FY 2021-22 & FY 2022-23.  The bidder shall submit following documents in support of the Average Annual Turnover -  i) The Bidder is required to get his books of accounts audited as per law, Self-attested copy of audited balance sheet and profit & loss account for FY 2020-21, FY 2021-22 & FY 2022-23 is to be submitted.  ii) In case the bidder is not required to get its books of accounts audited as per law, Certificate from a Chartered Accountant certifying its Turnover for FY 2020-21, FY 2021-22 & FY 2022-23 is to be submitted.	Enclose Soft Copies.
6	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. Undertaking by the Bidder to be submitted.	Yes/No (put tick mark) If Yes then furnish details.
7	Bidder must enclose Soft copies of	Enclose Soft Copies

Signature & Stamp Of Bidder

	<ul style="list-style-type: none"> <li>● GST Reg. (Annex A &amp; B) Mandatory</li> <li>● PAN card Mandatory</li> <li>● MSME Cert (If any).</li> <li>● Incorporation Certificate (If applicable)</li> </ul>	
Note: All above must be self-attested.		

Note:.

- All above Documents/Certificates must be submitted in English language.
- Supporting documents/certificates should be labeled, countersigned and attached with the end of the tender document properly numbered.
- Non Compliance to TEC or TB or Fill Data column left blank will lead to disqualification.
- Enclose all soft copies as mentioned in Technical Bid, kindly do not enclose links.

AIESL/ Authority inviting Tender will open the bids received on the time, date and place specified in the Tender . In the event of the Specified date for the opening of bids being declared a holiday for AIESL, the Bids will be opened at the appointed time and location on the next working day.

<b>8.1 Terms &amp; Conditions (TB)</b>	
1.	Part-I i.e., Technical Bids shall be evaluated for establishing eligibility of the bidder as well as tech bid format responsiveness as per bid conditions, and a list will be drawn up of the responsive bids whose Price bids are eligible for consideration.
2.	<p>During the detailed evaluation of “Technical Bids”, AIESL will determine whether each Bid:</p> <ul style="list-style-type: none"> <li>i. Meets the eligibility criteria defined</li> <li>ii. Has been properly signed and stamped.</li> <li>iii. Is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the “Price Bids”, the responsiveness of the bids will be further determined as per remaining bid conditions, i.e., Bill of Quantity and Price, Technical Specifications, if any.</li> </ul>
3.	<p>A substantially responsive “Bid” is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:</p> <ul style="list-style-type: none"> <li>i. Which affects in any substantial way the scope, quality, or performance of the Works.</li> <li>ii. Which limits in any substantial way, AIESL’s rights, or the Bidder’s obligations under the Contract.</li> <li>iii. Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.</li> <li>iv. Which is inconsistent with the bidding documents.</li> </ul> <p>If a “Bid” is not substantially responsive, it will be rejected by AIESL and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.</p> <p>During Technical qualification/ Price Bid evaluation, AIESL may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or e-mail, however, no change in the price or substance of the Bid shall be sought, offered, or permitted. Reply shall be submitted by Bidder within a stated reasonable period. If Bidder does not provide clarifications of the information requested by the date and time set in AIESL’s request for clarification, its Bid may be rejected.</p>
4.	AIESL will award the PO to the Bidder who has offered the lowest evaluated Price

Signature & Stamp Of Bidder



	<p>Bid price criteria, provided that such Bidder has been determined to be</p> <ol style="list-style-type: none"> <li>i. as mentioned in Price Bid.</li> <li>ii. determined substantive responsive.</li> </ol>
5.	<p>AIESL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed of the same by AIESL unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific, or economic interest of the state or lead to incitement of an offence.</p>
6.	<p>The bidder whose bid has been accepted will be notified of the award by AIESL prior to expiration of the Bid validity period through the “Letter of Acceptance/ Letter of Award”, which will state the sum that AIESL will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract.</p>
7.	<p>AIESL will evaluate and compare the submitted bids on L1 criteria, whose bids are determined to be substantially tech. bid format responsive in accordance with tender conditions.</p>
8.	<p>The notification of award will constitute the formation of the PO/LoA is signed. The successful bidder shall execute PO/LoA within 3 days from the date of issuance.</p>
9.	<p>The Technical Bids would be first evaluated for compliance. AIESL reserves the right at its sole discretion to seek whatever information, documents etc. from the Bidder as it may consider necessary for the purpose of evaluation of the Bids.</p>
10.	<p>In the event the Bidder fails to provide any information or documents sought by AIESL, the Bid of the said Bidder shall be rejected by AIESL. No correspondence in this regard will be entertained.</p>
11.	<p>The Bidders must meet all the mandatory technical qualification criteria as listed in this tender. Bidder fails to comply with one or more of the mandatory criteria, his bid will not be evaluated any further.</p>
12.	<p>Bidders are advised to note that taking deviation to following terms and conditions of Tender shall lead to rejection of their Bids:</p> <ol style="list-style-type: none"> <li>i. Firm/Quoted Price throughout the Contract Period and the extension period</li> <li>ii. Scope of work</li> <li>iii. EMD</li> <li>iv. Period of Validity of Bid</li> <li>v. Performance Bank Guarantee / Security Deposit</li> <li>vi. Arbitration / Resolution of Dispute</li> <li>vii. Force Majeure</li> <li>viii. Statutory Compliance to Applicable Laws</li> </ol>
13.	<p>The Bidders are to provide the detailed write-up under each item of their offered product listing the main / special features of each process / function including references / whichever and wherever applicable, along with process flow charts and screen shots, to support their compliance claims made in response to the tender requirements / specifications. Attach separate sheets, as necessary.</p>
14.	<p>AIESL would evaluate the responses based on the detailed information as provided. The decision of AIESL in this regard shall be final.</p>
15.	<p>The Bidders who qualify as per the Technical Bid evaluation criteria as mentioned in tender document and other requirements of the Tender would be considered for the next stage of Tender process.</p>
<p><b>Make In India : As per GEM policies.</b></p>	
16.	<p>To encourage ‘Make in India’ and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017 dated 16.09.2020.</p>

Signature & Stamp Of Bidder

	<p>The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order: -</p> <ul style="list-style-type: none"> <li>i) 'L1' means the lowest tender or lowest bid, or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.</li> <li>ii) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. It has been fixed as 20 (twenty) percent.</li> <li>iii) 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.</li> <li>iv) 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.</li> <li>v) 'Works' means all works as per Rule 130 of GFR- 2017 and will also include turn key works.</li> </ul>
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<b>Verification of local content:</b>	
17.	<ul style="list-style-type: none"> <li>i. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.( Refer to Annexure-VII).</li> <li>ii. In cases of procurement for a value in excess of Rs. 10 crore, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</li> </ul>
18.	Bids will be rejected if submitted after the last date as per Table 1
19.	Bids will be rejected in case EMD is not submitted except if the bidder is exempted as per MSME exemptions.
20.	Incomplete Bids will be rejected .

<b>Experience</b>	
21.	The bidder should have experience of having "Successfully Commissioned" 03 similar Units during the last 03 years prior to the last day of bid submission.
22.	The bidder should not have been blacklisted/ debarred by any Government Departments, Agencies or Public Sector Undertakings in India as on the date of submission of the tender.

AIESL  
AI ENGINEERING SERVICES LIMITED

**Section-9 Price Bid (Part II enclose soft copy of Price Bid on GeM portal )**

**Annexure – III**

To,  
 General Manager,  
 New Avionics Complex,  
 AI Engineering Services Limited,  
 IGI Airport T2 Delhi.  
 India-110037.

**Subject:** Price Bid for Electrical Tow Tractor (1 unit/equipment only).

(Brand/Make/Model) Qty=01	
I. Item Description	
II. State of Origin	
III. Tow Capacity (Tonnes)	

**9.1 Quote figures in INR only**

**Table -A**

(Brand/Make/Model) Qty=01	
I.Ex-showroom Price	.....(In Figures)
II.Freight (towards delivery of item at AIESL Delhi as mentioned in DTD Section 7.14.6 of tender. (Loading,Insurance & unloading at DTD)	.....(In Figures)
III GST on both I & II.	.....(In Figures)
Total IV ( I+II+III)	..... <b>(In Figures)</b>
	..... <b>(In Words)</b> Only INR currency.

**Note:** Method of arriving L1 (Lowest Bidder) :- Lowest quote shall be evaluated **on point no. IV of 9.1 Table A.**

**9.2** Bidder to provide rates for Annual Maintenance Contract & Extended Warranty along with consumables from OEM/Manufacturer/Supplier.

**Table-B**

S.No.	Rates For AMC/ Extended Warranty along with Consumables	To be quoted in INR
I.	Cost of Consumables within warranty period	..... (In Figures)
II.	For 1 <sup>st</sup> Year (Excluding Warranty Period )	..... (In Figures)
III.	For 2 <sup>nd</sup> Year (Excluding Warranty Period )	..... (In Figures)
IV.	For 3 <sup>rd</sup> Year (Excluding Warranty Period )	..... (In Figures)
V	TOTAL :( i + ii + iii + iv)	..... (In Figures)
VI	GST	..... (In Figures)
VII	GRAND TOTAL V+VI	..... (In Figures)
	Amount in Words: .....	

Note-

- It is Mandatory to provide rates/quotations for AMC/ EW along with consumables.
- AIESL may go for AMC/Extended warranty ,after completion of standard warranty of one year, for next 03 years. Bidder is required to provide all the cost details in Table-B which may be used at the time of taking AMC/Extended warranty. However,this cost shall not be used for arriving at L1.
- Accordingly, PO for AMC & EW (with consumables) ,if AIESL desires,shall be released after completion of warranty as per the Maintenance plan of equipment.
- However, AIESL is not bound to take the AMC/Extended warranty.

### 9.3 Methodology for arriving at L1

Lowest Bidder (L1 ) shall be evaluated on the total of **9.1 Table A (point no. IV)**.

### 9.4 Undertaking

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

### 9.5 Terms & Condition governing the Price Bid

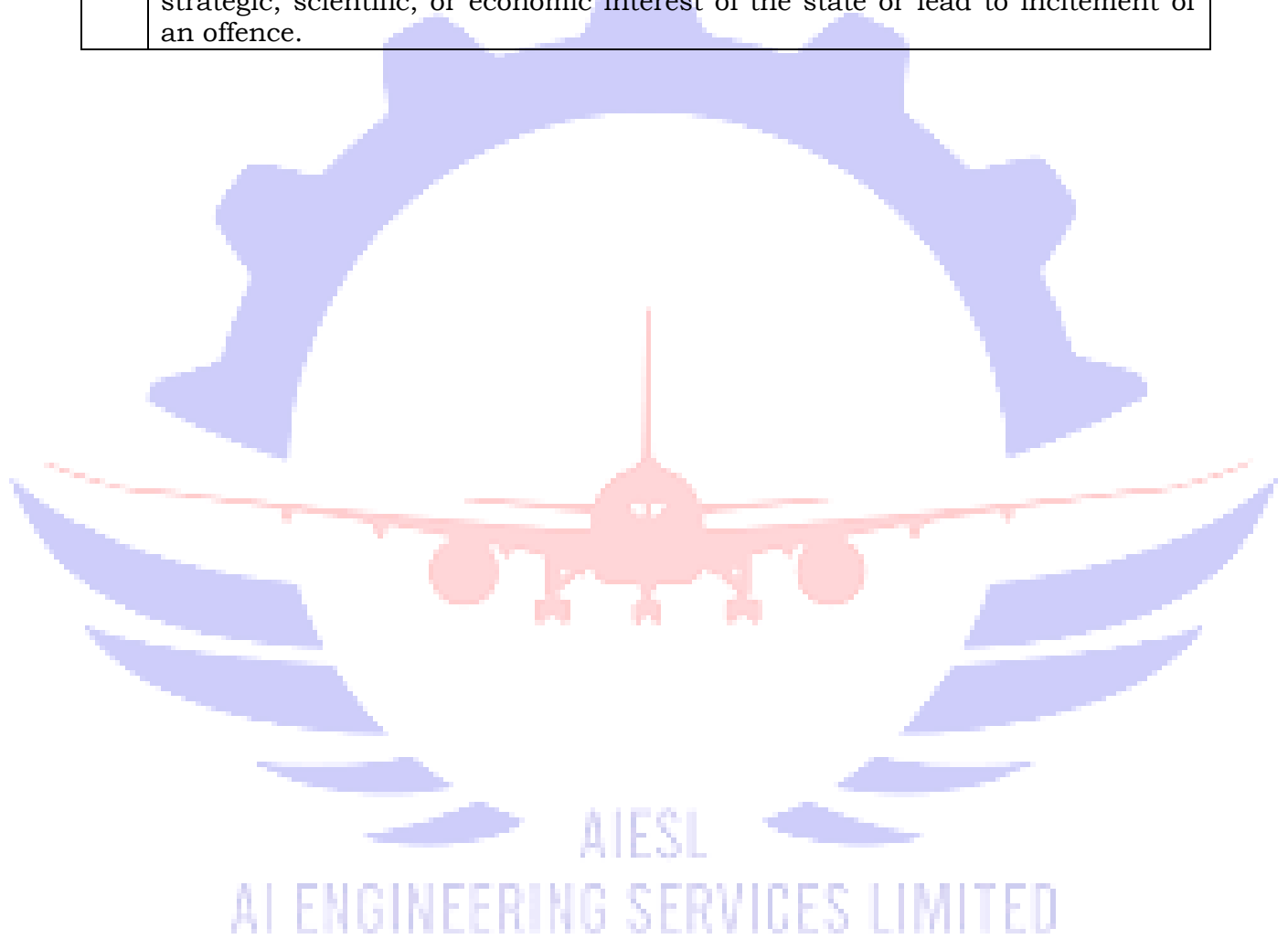
1.	The Price Bid of only those Bidder(s), who are found to be meeting the Technical eligibility criteria as well as tech. bid format responsive for the subject Works shall be opened thereafter. The date of opening of the Price Bid shall be notified separately to the entire eligible & techno-commercial responsive Bidder.
2.	The Price Bids of Bidder(s), who are not considered eligible and tech bid format responsive, shall not be opened. The decision of AIESL will be final and binding in this regard.
3.	The Price Bids of only those Bidders who qualify under the Criteria and comply with the other Tender requirements would be considered for Price bid evaluation.
4.	Price Bids should be submitted strictly as per the prescribed format only.
5.	All the prices will be in Indian Rupees (in words and figures). In case of discrepancy, the amount in word will prevail.
6.	In case of discrepancy in the unit price and the total price, the unit prices shall be taken to arrive at L-1.
7.	No adjustment of the price quoted in the Price Proposal shall be made on account of any variations in costs of supply & services, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. No clauses for price fluctuations due to fluctuation of the Indian currency against any of foreign currency will be accepted during the period of the contract.

Signature & Stamp Of Bidder

8.	The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the Tech Bid Opening and the contract. A proposal submitted with an adjustable price quotation or conditional proposal shall be treated as nonresponsive.
9.	Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (zero) in all such fields.
10.	It is mandatory to provide the break-up of all components in the format as specified. The Price bid should include the unit price and proposed number of units for each component provided in the Price Bid.
11.	It is mandatory to capture all taxes including duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder and should be mentioned separately.
12.	The bid amount shall be inclusive of packing, forwarding, transportation, insurance, delivery, unloading of Equipment charges and any other charges as applicable at AIESL facility.
13.	All costs incurred due to delay of any sort, shall be borne by the Bidder.
14.	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.
15.	AIESL reserves the right to ask the Bidder to submit analysis of rate and data sheet for the rates quoted in the Price bid by the bidder including break-up of price quoted.
16.	If the price for any of the service is not explicitly quoted in the price bid or mentioned as zero, it is assumed that the price for that element is absorbed in some other service element for which a price has been quoted and AIESL has the right to source services for which no price was quoted or quoted as zero at no additional price.
17.	If taxes or any other applicable charges are not indicated explicitly, they are assumed to be bundled within the prices quoted and unbundling of these charges will not be entertained either during evaluation or while signing the contract.
18.	Bidder must submit a Price proposal in the format as prescribed. Any deviation proposed by the bidder will make the bid liable to be rejected.
19.	It will be the responsibility of the bidder to comply and pay all taxes / levies / duties in the country of origin as well as in India, as applicable for the entire contract.
20.	Withholding tax (applicable to foreign bidders) and TDS (applicable to Indian bidders) shall be deducted by AIESL on all payments, as per applicable Government of India rules & regulations.
21.	Any increase in taxes / levies / duties in subsequent years will be reimbursed 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.
22.	In case, any new taxes/ levies/ duties are introduced in future by the Government in the country of origin or in India during the period of the contract, the same shall be reimbursed to the bidder by AIESL on submission of proof of such payments.
23.	Any other costs not quoted in the Price bid, but which must be borne by AIESL for implementation of the bidder's solution, would be added to the total bid price for price comparison. The costs for this purpose will be taken from the prevailing market rate. The decision of AIESL in this respect would be final.
24.	Conditional discounts and credits, if any offered in the Price bid, will not be considered for price comparison.
25.	Representations, if any, for modifications to the price quoted in the Price bids will not be entertained after opening of the Tender.

**9.5 Award Criteria & AIESL's Right to accept/ reject any or all Bids**

1	AIESL will award the PO/LOA to the Bidder who has offered the lowest evaluated Bid price criteria, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Bid evaluation and eligibility criteria; (b) determined substantive responsive.
2	AIESL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed of the same by AIESL unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific, or economic interest of the state or lead to incitement of an offence.



**Section-10 Formats**

**(Must be in Part 1)**

**Annexure-IV**

**DECLARATION** (To be given on Company's Letter Head)  
**(If not attached / Noncompliance will lead to disqualification)**

Date:dd-mm-yyyy

To,  
General Manager  
New Avionics Complex,  
AI Engineering Services Limited,  
IGI AIRPORT T2 Delhi.  
India-110037.

Dear Sir,

Ref: Tender No.: .....

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

Place: Signature of Bidder.....

Date: Name.....

Designation.....

Seal/Stamp :

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(Must be in Envelope 1)

Annexure - V

**Undertaking from bidder (Bidders Letterhead)**  
**(If not attached / Noncompliance will lead to disqualification)**

To,  
Executive Director  
New Avionics Complex,  
AI Engineering Services Limited,  
IGI AIRPORT T2 Delhi.  
India-110037.

Date:dd-mm-yyyy

Sir,

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 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.

Dated \_\_\_ day of \_\_\_\_\_ 2023

AIESL  
AI ENGINEERING SERVICES LIMITED



(Must be in Part 1)

**Annexure- VI**

**Chartered Accountant's Certification for Turnover (To be given on company letterhead) (If not attached / Non-compliance will lead to disqualification)**

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

Have verified the P&L account, balance sheet, Income details as per the documents /records submitted for verification and hereby certify that the Turnover of M/s. \_\_\_\_\_ (the Bidder's name) for the last three years for services as mentioned below:

- 1)
- 2)
- 3)

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

Seal \_\_\_\_\_

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

Place \_\_\_\_\_



(Must be in Part 1)

**Annexure-VII**

**Self Declaration Certificate for Local Content (To be given on company letterhead)**

1. \*We [name of manufacturer/supplier] hereby confirm in respect of quoted item(s) that Local Content is equal to \_\_\_\_\_(in percentage) and come under ‘Class-I Local Supplier’

Category. As being ‘**Class-I Local Supplier**’, we are eligible for Purchase Preference under ‘Make in India’ Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

**OR**

\*We [name of manufacturer/supplier] hereby confirm in respect of quoted item(s) that Local Content is equal to

\_\_\_\_\_ (in percentage - Should be more than 20% but less than 50%) and come under ‘**Class-II Local Supplier**’ Category.

2. We [name of manufacturer/supplier] hereby confirm that the goods/services/works to be delivered in terms of the above specified bid comply with the local content requirements as specified in the tender for ‘Class- I Local Supplier’ / ‘Class-II Local Supplier’, and as above.

3. We understand that if we are offering products with local content less than the minimum requirement prescribed under Clause 5 of the above order we will fall under the category of Non-local Suppliers. We can’t claim ourselves as Class-I local suppliers/ Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

**4. The local content calculated using the definition given above are as under:**

S/N	Name of item/equipment	Local content calculated as above %	Location where local content is added	Imported content including all Custom duties (%)	Location of value addition
	---	—%	....	...%	INDIA

Signature & Stamp Of Bidder

**5.** We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Attach a separate sheet duly signed if space is not sufficient.

Date:

Seal & Signature of the Bidder

Note:

- 1) The Self-Certification Form should be submitted on Letter Head.
- 2) In case the bidder is a supplier and not an OEM, then the above-mentioned MII certificate should be given by the OEM in their letterhead.
- 3) This declaration serves as a declaration form for the bidders. (Before completing In this declaration, bidders must study the General Conditions, Definitions, Govt. Directives applicable in respect of Local Content & prescribed tender conditions).

