

Subject: Tender for Procurement of Tug

Tender Doc no. : AIESL/PPMM/DEL/NR/25-26/

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:

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.

S. Shukla

(Signature)

(Signature)

“AI Engineering Services Limited”, hereafter called “AIESL” invites sealed/closed Public Bids under two bid systems i.e. **Techno-commercial Bid- Part A and **Price Bid- Part B** for the subject Services as per terms and conditions of the tender documents**



AI Engineering Services Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any or bidder upon the statements contained in this Tender. Any information/documents including information/documents pertaining to this Tender or subsequently provided to bidder(s) and/or successful bidder and information/ documents relating to the bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation is not subject to disclosure as public information/ documents. No contractual obligation on behalf of AI Engineering Services Ltd., whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed between duly authorized officers of AI Engineering Services Ltd. and the Bidder. 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 instruction 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 through GeM by AIESL for <u>of Two Electrically Operated Tugs one each for Base Maintenance, Delhi & Mumbai (Load Capacity - 25 Ton)</u>	Rs. 1,68,000/-	Bidders must submit the Earnest Money Deposit (EMD) (in INR) through the below link – https://forms.edugfix.com/aiengineering/add

S/N	Criteria	Description
i)	Type of tender:	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	09th September 2025
iv)	Equipment Delivery Address (Door to Door Delivery)	<u>As per clause 59 (3)</u>
v)	Process to raise pre-bid queries.	Bidders may represent all queries in writing to GEM before last date of bid submission. Verbal or telecom queries will not be entertained prior to or during the pre-bid meeting.
vi)	Contact Number	Refer to GEM bid
vii)	Pre-Bid Meeting Date & Time	O/o DGM Engineering, Production Planning & Material Management, IGIA Terminal-2, New Delhi 110037.India. (Google map Location) Refer to GeM bid for date
viii)	Closing date and time for submission of Bids	Refer to GeM bid
ix)	Place of submission of Bids	Online on GeM Portal through Two Stage Bidding 1.Technical Bid 2. Price Bid

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x)	Opening of Part 1- Technical Bid	Refer to GeM bid
xi)	Time, and date of Opening of Price bid would be intimated later, only to the bidders shortlisted in Part I.	Refer to GeM
xii)	Officer to be contacted for clarifications/ help:	All queries be entertained on GEM
xiv)	All Price Instruments to be payable at: (Online Only)	All the payments must be made through the AIESL website – www.aiesl.in

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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.	MSE	Micro, Small 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

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Section-4 Introduction

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

With a great skill set, huge professional experience and competency, AIESL manages and maintains Airbus, Boeing & ATR's fleet with the Technical Dispatch Reliability of more than 99%. With major hangars and bases located at all the major metros, AIESL is maintaining fleet comprising 76 Airbus 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 Defence 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.

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Section - 5 General Terms & Conditions (GTC)

1. The bid shall be furnished under single stage-two-part bidding basis i.e., Technical-bid and Price Bid. AIESL invites interested bidders for **"Two Electrically Operated Tugs one each for Base Maintenance, Delhi and Mumbai (Load Capacity - 25 Ton)"** as per technical specifications mentioned in "Workscope" on Open Tender considering L1 criteria for selection as per enclosed Bill of Quantity & Price. The complete tender can be downloaded from AIESL's website apart from GeM portal.
2. 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.
3. Bidders are advised to quote strictly as per terms and conditions of Tender and any deviation will lead to rejection.
4. 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.
5. The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in electronic form.
6. 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.
7. The bidder shall submit rate analysis/bifurcation of quoted price if so desired by the AIESL.
8. 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.
9. 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.
10. The Price bids should be in Indian Rupees (INR) only.
11. Conditional discounts / credits, if any, shall not be given any consideration in the evaluation.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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 read this tender, its terms & conditions and has fully understood the work scope, specifications, project execution and solution implementation requirements.
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.
18. AIESL reserves the right of not awarding any contract to any of the Bidders.

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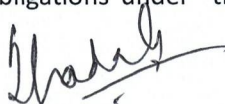
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19. The bidders should bear all the costs associated with the preparation and submission of their bids, including the costs incurred in presentations, demonstrations etc. for the purposes of evaluation of the bids by AIESL. AIESL will in no case be 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.
20. Determination of whether the bid complies with the tender requirements or not will be at the sole discretion of AIESL.
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.
22. In case the taxes, levies and duties are not mentioned separately, the bid shall be considered as inclusive of taxes.
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.
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.
25. Payment will be made through ECS (Electronic Clearance Service) / Wire transfer.
26. Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions.
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.
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.
29. Force Majeure Event
 - a. 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.
 - b. 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).
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.

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30. Resolution of Disputes and Arbitration

- a. 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.
- b. 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.
- c. The arbitration award passed under the arbitration shall be final and binding on the Parties.
- d. The proceedings of the Arbitration shall be conducted in English language and the place of arbitration shall be Delhi.
- e. Each Party shall bear their own cost with respect to such arbitration.

31. Subcontracting

- a. 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.
- b. 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.

32. Recovery of Sums Due

- a. 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.
- b. 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.
- c. 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.
- d. 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.

33. Intellectual Property

- a. 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.
- b. The intellectual property produced by the Successful Bidder during or in relation to the Services under the Contract shall belong to AIESL absolutely.

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- c. AIESL reserves the right for injunctive relief to prevent the breach of any it's or third parties' intellectual property rights.
- d. 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:
 - 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.

34. Assignment

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.

35. Non-Waiver

- i. 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.

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35. Fraudulent Practices

AIESL requires that Bidders observe the highest standard of ethics during the Bidding process and execution of contracts. In pursuance of this, AIESL defines, for the purpose so this provision, the terms set forth below as follows:

- a. **"Corrupt practice"** means the offering, giving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 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 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.
- c. 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.
- d. 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.
- e. Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent / corrupt practices during the currency of the Contract.
- f. EMD or Security deposit shall be forfeited in addition to the above-mentioned remedies which AIESL shall have taken.

36. Conflict of Interests

- a. 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.

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b. 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.

37. Confidentiality

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

38. Indemnification

- iii. The Service Provider shall indemnify AIESL against all liability arising out of any claim, penalty, 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.
- iv. 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.

39. Penalty Clause:

- a. Penalty for delayed deliveries: The tendered item is required for the purpose of AIESL's use. Timely delivery

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therefore, is of utmost importance. In case of delay in delivery, penalty for late delivery will be charged at the rate of 0.5 % per week after one month, on pro rata of basis or part thereof of the value of the undelivered portion of goods (excluding taxes and delivery charges) subject to a maximum of 10% of the value of the undelivered part. In the event of continued delayed supply, AIESL reserves the right to cancel the contract and to take the appropriate necessary action in its interest.

- b. Penalty for substandard/defective quality/short supply: At the time of delivery/ acceptance of the items/goods if it is found that the items/goods so delivered are not as per the specifications given in the contract/purchase order then AIESL reserves the right standard penalty for delayed supply @ 0.5% per week or part thereof, subject to maximum of 10% would be applicable from the original delivery schedule.
- c. However, in case of exigencies where such items are required to be accepted in spite of deviations from the specifications of contract/PO, then depending on the extent and of the lot. nature of the deviations, such consignments may be accepted at the sole discretion of AIESL, by imposing an appropriate penalty subject to maximum of 15% of the invoice value
- d. In case of any complaints on the quality issue at the time of use of the items/goods by AIESL, or any other stack holder of AIESL after acceptance of the delivery, then depending on the nature and the extend of the deficiency, AIESL reserve the right to impose an appropriate penalty on the total value of the lot supplied, subject to maximum of 15% on the invoice of the consignment/Lot.
- e. In the event, supplies are found to be continuously deviated from the specification etc., AIESL reserve the right at it is sole discretion to cancel the contract/Purchase order, and to withhold payments for such supplies that have not been accepted.
- f. During work execution, damages caused to AIESL property due to service provider, cost of restoring will be fully borne by the service provider.
- g. During work execution, any obstruction to the regular functioning at AIESL premises caused by vehicles/ items of vendor, penalty of Rs. 5000 per day will be charged.

40. Negotiations :

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)

- 41. Any queries relating to the tender document and the terms and conditions contained therein should be raised only on GeM Portal.

42. Clarification of Bidding Documents:

A prospective Bidder requiring any clarification of the bidding documents may raise a representation on GeM Portal. 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.

43. Bid Offer Validity:

The Proposal shall be valid for a period of one hundred twenty (120) calendar days from the last date of opening of Technical Bid.

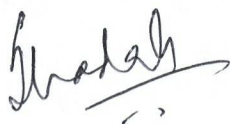
Prior to expiry of the validity period of the Proposal, AIESL may request the Bidders to extend the validity period of the Proposals. The request and the response thereto shall be made in writing. A Bidder agreeing to the request shall not be permitted to modify its Proposal but shall be required to extend the validity of its Proposal. All the terms of the RFP shall continue to be applicable during the extended period of validity.

44. Bid Submission:

Bidders must ensure two stage bid system i.e. Technical bid and Price bid to be submitted on the GeM portal.

45. Technical Bid

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- a. **No price bid related information shall be mentioned in the Technical Bid.** Make sure that the price bids' details are **not repeat not submitted/disclosed** while uploading the technical bid documents. While submitting the entire technical bid related documents **remove the price bid information from it.**
- b. **Price bid document must be submitted separately in the space provided on GeM portal**
- c. It shall contain all documents except Price Bid.
- d. If the price is disclosed in "Technical Bid", it will **lead to rejection of the bid.**
- e. 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).
- f. The Bidders must submit the **Financial Bid (excluding the price information)** 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.
- g. The bids must be signed by director of the company or else the letter of authority must be attached authorising the signatory for signing and submitting the bids. The letter of authority must be signed by the director(s) of the company.

46. Price Bid

- a. Price bid should be submitted strictly as per prescribed format of Price Bid through GeM portal. 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 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.
- b. 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.
- c. 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.
- d. If in the price quoted in the Price Bid, there is a discrepancy between figures and the words, the words shall prevail and the total price shall be corrected accordingly.

47. 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.

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[Signature]

3. AIESL reserves the right to reduce the order qty at the time of final order placement based on the availability and operational requirement.

48. Earnest Money Deposit (Attach soft copy on Part I) Annexure-I

- a. An Earnest Money Deposit (EMD) of Rs. **1,68,000** /- must be submitted along with a technical bid
- b. Bidders must submit EMD through AIESL Website only and link is as below
<https://forms.eduqfix.com/aiengineering/add>
- c. Bidders seeking exemption from EMD shall enclose soft copy of MSE/NSIC certificate to claim exemption.
- d. Bids received without EMD shall be rejected.
- e. 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.
- f. Through the payment option available on the AIESL website – **www.aiesl.in**
- g. 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.

49. Exemptions / Preference to MSE Units: As per GEM policies –

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.

1. District Industries Centers (DIC)
2. Khadi and Village Industries Commission (KVIC)
3. Khadi and Village Industries Board
4. Coir Board
5. National Small Industries Corporation (NSIC)
6. Directorate of Handicraft and Handloom
7. Any other body specified by the Ministry of MSME(Udyog Aadhaar).

Eligibility for MSE – To become eligible for MSE benefits/exemptions, the MSEs should be registered for the MANUFACTURE OF THE REQUIRED PRODUCT (vide Work Scope) in order to claim the exemption/preference. Traders will not be eligible for the exemptions/benefits.

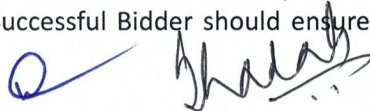
Price Preference for eligible MSEs: If an eligible MSE quotes a price within 15% of the L1 (lowest) price, the MSE shall be allowed to supply up to 50% of the total order quantity, subject to matching L1 price. The remaining 50% of the order quantity will be awarded to the L1 bidder (non-MSE), subject to acceptance of the L1 rate .

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

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

- a. MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the tendered item along with their bid.
- b. 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.
- c. 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.

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- d. 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.
- e. Exemption from submission of EMD – The MSEs registered with above mentioned agencies/bodies are exempted from payment of EMD.
- f. The Successful Bidder (MSE/Non MSE) will be required to submit the SD/PBG as applicable on the Contract value.
- g. 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.

50. START UP EXEMPTION :

Startups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) are exempted from turnover and experience but must strictly adhere to other terms and conditions as applicable to all the bidders.

51. Purchase Preference Policy - Make in India (PPP-MII):

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. Purchase preference: 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:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class- I local supplier', the contract for 50% quantity will be awarded to L1.

52. Security Deposit / Performance Bank Guarantee :

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.

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.

53. Price bids will be opened for those bidders who have successfully qualified during the technical evaluation.

54. Payment Terms:

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: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.

55. Experience Requirement :

Experience	Fill/Provide Data
Minimum 03 years experience in supply of Electric Tow tractors of similar type in Aviation field, Worldwide or in India.	Enclose Three purchase orders mandatory (may submit the order of principal if an authorised agent) (Price may be masked)

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	1. 2. 3.
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Note : Failing to provide less than three purchase orders will be disqualified. Price Bid will be rejected/returned

56. Manuals:

Supplier must provide 2 (two) printed and soft copies of manual	
1.Operator's Handbook/Operational Manual.	
2.Maintenance Manual	

Note: Non-compliance of any of the above clauses or remarks like noted, agreed, ok, etc. is liable for disqualification of bid.

57. Safety Report:

	Description	Fill Data
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

58. 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:

59. Billing Terms:

- 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.
- TDS shall be deducted by AIESL from the payment made against these invoices, as per the applicable laws.
- GST shall be paid by the AIESL after the proof of submission of GST. GST separately to be given for Delhi and Mumbai units.

Billing To & Shipping Address for Delhi :

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

Billing To & Shipping Address for Mumbai :

General Manager Engineering
AI Engineering Services Limited
2nd Floor, Engine Overhaul Facility,
AIESL, Old Airport, Kalina,
Santacruz (East),
Mumbai-400029.
GST No - 27AAFCA9618L1Z8

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Tender for the Procurement of Two Electrically Operated Tugs, one each for Base Maintenance, Delhi and Mumbai (Load Capacity - 25 Ton)

Work Scope Details for Electric Tug (25 Ton)

Supply, installation, testing and commissioning of Electric Tug ,Qty-2 as per conditions mentioned in TEC-Table-A.

Technical Eligibility Criteria (TEC)

Table A

S/N	DESCRIPTION	REMARKS	FILL DATA OR TICK
1.	The Electric Tow Tractor must be suitably designed for towed Load capacity of 25 Ton.	MANDATORY	PROVIDE DATA Remark – 24 ton or higher is acceptable
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
2	A. Overall Dimensions (L x B x H) B. Turning Radius (in meters) C. Weight in Kgs – Make/Model	APPROXIMATE DATA OF MACHINE DESIGN	
1.3	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.	THE DESIGN MEETS THE REQUIREMENT MANDATORY	COMPLY/NOT COMPLY PROVIDE DATA OR DECLARATION
1.4	Draw Bar 20000 N Acceptable >= 19000N drawbar	MANDATORY	PROVIDE DATA
1.5	Speed - (Without load) 20 km/h (With full load) 12-15 km/h		PROVIDE DATA
1.6	Operator type	Seated	PROVIDE DATA
1.7	Service brakes shall be hydraulically powered & <u>fail safe</u>	MANDATORY	COMPLY/NOT COMPLY PROVIDE DATA OR DECLARATION
1.8	Parking brake on drive hub.	MANDATORY	COMPLY/NOT COMPLY PROVIDE DATA OR DECLARATION
1.9	Powered assisted steering	MANDATORY	COMPLY/NOT COMPLY PROVIDE DATA OR DECLARATION
SAFETY			
2.1	Alarm to be provided whilst reversing	MANDATORY	COMPLY/NOT COMPLY PROVIDE DATA OR DECLARATION
2.2	Battery overcharge warning	MANDATORY	COMPLY/NOT COMPLY PROVIDE DATA OR DECLARATION
2.3	Parking brake off alarm / Indicator	DESIRED	
ELECTRICAL SYSTEM			

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2.4	Components to be fully enclosed to protect from dust, dirt, water and damage from vibration	REQUIRED	COMPLY/NOT COMPLY
2.5	Flashing beacon (amber color) lights to be fixed at the highest part of the tractor.	MANDATORY	COMPLY/NOT COMPLY
2.6	Horn, Reversing Horn and Light	MANDATORY	COMPLY/NOT COMPLY
2.7	Battery Charging indicators.	MANDATORY	COMPLY/NOT COMPLY
2.8	All electrical wiring and components shall be simple and maintainable, with the possibility to identify the ratings of all the components.		COMPLY/NOT COMPLY
2.9	Individual wires in harness/loom shall have identification numbers on all the length of the wires.		COMPLY/NOT COMPLY
BATTERY			
3	BATTERY MUST BE COMPATIBLE WITH 25 TON TUG MACHINE BATTERY Sample Specification: 80 Volt, 620 AH, Exide make or any other reputed make (2V X 40 Cells). LEAD ACID	MANDATORY	
3.1	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
3.2	Suitable Battery charger Offboard Charger	MANDATORY TO PROVIDE SUITABLE BATTERY CHARGER	COMPLY/NOT COMPLY
OPERATIONS			
4	The operation panel shall be provided with water proof electrical switches.	MANDATORY	COMPLY/NOT COMPLY
4.1	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
BASIC REQUIREMENTS			
5	Adequate LED lighting shall be provided in the operation panel for easy identification of controls.	REQUIRED	COMPLY/NOT COMPLY
5.1	Area LED lights to be provided to facilitate working at night	REQUIRED	COMPLY/NOT COMPLY
5.2	Speedometer and hour – meter.	MANDATORY	COMPLY/NOT COMPLY
PAINTING			
6	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	REQUIRED	COMPLY/NOT COMPLY
MISCELLANEOUS			
7	Ergonomically – designed seat to be provided for the driver.	REQUIRED	COMPLY/NOT COMPLY
7.1	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
7.2	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	MANDATORY	COMPLY/NOT COMPLY

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Tender for the Procurement of Two Electrically Operated Tugs, one each for Base Maintenance, Delhi and Mumbai (Load Capacity - 25 Ton)

	equipment)		
7.3	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
7.4	Rigid bumpers to be provided at front and rear ends.	REQUIRED	COMPLY/NOT COMPLY
7.5	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
7.6	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
7.7	Rear Inching System for Connecting Equipment / Trolleys	REQUIRED	COMPLY/NOT COMPLY
7.8	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.

Special terms and conditions :

Warranty Equipment : 02 Years with free periodic and breakdown maintenance along with the consumables like engine oil, hydraulic oil etc.

Battery: 5 years

Delivery Period and documents at the time of delivery : Within 08 to 10 weeks

- a. Standard Warranty period should be Two years after commissioning of equipment with Certificate.
- b. Bidder must adhere to guidelines of MIAL. (For 25 Ton)
- c. The Baggage Tractor 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.
- d. 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 Baggage Tractor – Electric.
- e. Traction motor should have min IP 54 ingress protection rating
- f. Components to be fully enclosed to protect from dust, dirt, water and damage from vibration.
- g. Flashing beacon (amber colour) lights to be fixed at the highest part of the tractor as MIAL guideline.
- h. Battery should be of any reputed make (MUST BE COMPATIBLE WITH MACHINE & BATTERY WITH LOW AH NOT ACCEPTABLE.)
- i. Battery Swapping: Must be easy and preferably be on rollers, which is easy to swap with charged Battery. (Lateral Swapping) with Height Adjustable Trolley.
- j. 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.

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Tender for the Procurement of Two Electrically Operated Tugs, one each for Base Maintenance, Delhi and Mumbai (Load Capacity - 25 Ton)

- k.** Baggage Tractor should be provided with a tow hook arrangement at front and rear ends which shall be visible from the driver's seat.
- l.** Rigid bumpers to be provided at front and rear ends.
- m.** Baggage Tractor should be Painted chassis by RAL 9016, zebra stickers at bottom of front and rear. Visible and prominently sized AIESL logo shall be painted or printed on both at Port & Starboard side of the Baggage Tractor or at place as advised by Engineering In charge.
- n.** 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 unit.
- o.** 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
- p.** 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.

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SECTION C



TECHNICAL BID FORMAT

1. Technical Bid Format submit with Check list

Sl.	Qualifying Criteria	Yes	No
1.	Whether registered with the Registrar of Companies/Registrar of Firms in India. If so, mention number and date and enclose Registration Certificate copy		
2.	The bidder must have successfully completed similar work over the last three years i.e. the current financial year and the last three financial years: - • Three similar completed service each costing not less than amount equal to Rs. 33,60,000 (Indian Rupees Thirty Three Lakh Sixty Thousand). or • Two similar completed services each costing not less than the amount equal to Rs. 42,00,000 (Indian Rupees Forty Two Lakh). or • One similar completed service costing not less than the amount equal to Rs. 67,20,000 (Indian Rupees Sixty Seven Lakh Twenty Thousand). Supporting documents in form of purchase order or commissioning report along with completion certificate is to be submitted.		
3.	Turnover: Average Annual turnover of 25,00,000 relating to the supply, installation and commissioning of TUG or similar products during the last 3 years i.e 2021-22, 2022-23 and 2023-24 financial years. Turnover for 2021-22: _____ Turnover for 2022-23: _____ Turnover for 2023-24: _____ Copy of Certificate from CA and P&L account & Balance sheet to be Submitted. Turnover for 2024-25 (unaudited) to be also included: _____ Startups will be given exemption as per Govt. policy		
4.	Experience: The bidder or its principal must have supplied minimum 2 units in the last 3 years that must be running and in use. Satisfactory certificate from the current users to be submitted in support of the same. MII and Startups will be given exemption as per Govt. policy		
5.	Income Tax Returns: 2021-22, 2022-23 and 2023-24 (if available)		
6.	Not Blacklisted / Debarred As on date of submission of the tender, is your company blacklisted / debarred from participating in new tenders by any Govt. /Govt. Agency /Aviation industry/ AIESL or their sister / subsidiary companies.		
7.	# If EMD is NOT enclosed, have you attached Supporting documents for Exemption?		
8.	PAN/ GIR NO. with details (Mandatory)		
9.	Valid ISO 9001 Certificate		
10.	GST Registration (Mandatory)		

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Tender for the Procurement of Two Electrically Operated Tugs, one each for Base Maintenance, Delhi and Mumbai (Load Capacity - 25 Ton)

11.	Incorporation Certificate (if applicable)		
12	Exemption for MSE shall be applicable on submission of MSE certificate (must)		
13	Bidder must submit Oder copy and completion certificate of similar equipment in last three years. (attach order copy)		
14	Whether a Start up		

I/We have read and examined the Notice Inviting Tender, Annexure, Specifications Applicable, General Rules and Instructions, General Conditions of Contract, and all other documents referred to in the conditions of contract and all other contents in the tender document for the work and accept the terms and conditions of the tender in full conformity.

Date:

Place:

SEAL & SIGNATURE OF THE BIDDER

SECTION D - Price Bid Format
(STRICTLY as per the format of GeM)



Sr. No.	TUG (Brand/Make)	Load Capacity 25 Ton
I	Item Description	
II	State of Origin	
III	Quantity	2
IV	Unit price, Ex-factory (excluding Taxes)	
V	Taxes per unit	
VI	Total (IV+V)	
VII	Inland Transportation & other local costs for all Equipment incidental to delivery including offloading at EMF Building T2, GROUP B, AIESL WB, New Delhi	
VIII	Any other incidental charges (specify)	
IX	Insurance for Equipment	
X	Sales and other taxes/levies payable (as per commissioning region)	
XI	All Inclusive Unit Price (VI+ VII+VIII+IX +X) in INR	
XII	Final Door Delivery Price including all applicable taxes - Grand Total	(A) _____

Final Door Delivery Price including all applicable taxes - Grand Total (A) Total amount in words Rs

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Tender for the Procurement of Two Electrically Operated Tugs, one each for Base Maintenance, Delhi and Mumbai (Load Capacity - 25 Ton)

Rates for Comprehensive Maintenance Contract (CMC) of TUG(if applicable)-

S.No.	RATES FOR CMC after Post Warranty	To be quoted in INR 25 Ton (for 02)
i.	FOR 1 st YEAR (EXCLUDING WARRANTY PERIOD OF TWO YEARS)	
ii.	FOR 2 nd YEAR (EXCLUDING CMC 1 st Year Period)	
iii.	FOR 3 rd YEAR (EXCLUDING CMC 2 nd Year Period)	
iv.	GST	
v.	TOTAL: (i + ii +iii + iv)	(B)

CMC Offer Post Warranty period of 03 Years:

1. Party has to give comprehensive AMC charges for three years, post expiry of the two years of warranty period.
2. CMC includes periodic as well as breakdown maintenance along with requisite spares and consumables.
3. AIESL reserves the right to go for repeat tender process after completion of warranty period. However if AIESL decides to award CMC contract to L1 Bidder (based on Z price), the price quoted by L1 in the price bid will be applicable.

Total Price = (A) Final Door Delivery Price for (Qty 02) Tug + (B) RATES FOR CMC after Post Warranty (Qty 02)
Total (A) + (B) = _____

Note: L1 will be evaluated based on the total. AIESL won't accept any other additional or hidden charges after award of tender.

Pre delivery inspection:

AIESL may decide to carry out Pre dispatch inspection before delivery at party's premise, the supplier has to arrange for the same without any additional cost.

On Site Operation & Maintenance Training:

The successful bidder has to arrange for free on site (At Delhi and Mumbai location) Operational & Maintenance Training to the users for 3 days/shifts.

Operation & Maintenance Manuals:

Party has to give three (02) sets of operation & maintenance manuals and the soft copy of the same.

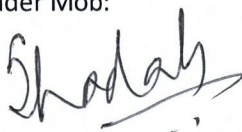
Date:

Place:

Name, Signature, Address and Seal of the Bidder Mob:

Email :

SShukla





UNDERTAKING FROM BIDDERS

I / We..... confirm that I / we do not have any relative, who is an Employee of AIESL or its subsidiaries and is likely to benefit us during the Award / implementation of the contract /PO.

I / We also indemnify that any subsequent detection of direct or indirect beneficiary of any application / award of any contract to any employee of the organization may result in disqualification / termination as the case may be. AIESL or its subsidiary will have the sole discretion to do so and such cases cannot be referred for arbitration.

SIGNATURE:

SEAL OF THE COMPANY:

SShukla

Shahab

Annexure B
INDEMNITY BOND



THIS INDEMNITY BOND is executed on the _____th Day of _____ 2025, By _____ having, its Registered Office at _____ here in after referred to as Service Provider (which expression shall unless it be repugnant to the context to the meaning there of shall be deemed to mean and include its successor and assigns). Whereas _____ (name of the Service Provider) shall enter into an agreement with M/s. AI Engineering Services Limited, a Company hereinafter referred to as "AIESL" incorporated in New Delhi under Companies Act, 1956 having, its Regd. Office at II nd Floor, CRA Building, Safdarjung Airport, New Delhi- 110003 (which expression shall unless it be repugnant to the context to the meaning there of shall be deemed to mean and include its successors and assigns). And whereas the Service Provider by means of an agreement shall execute the **Supply of TUG at New Delhi & Mumbai** and subsequent AMC, if applicable.

Under this contract, the Service Provider agrees to undertake to keep AIESL indemnified against any claims/ Cost/ damages and penalties in respect of breach of any Labour Laws both Central and State.

1. The Service Provider agrees to be responsible for ensuring the compliance of Labour Laws both Central and State especially, but not limited to Employees State Insurance Act, 1948 and Workmen's Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act, 1938, Contract Labour (Regulations and Abolition) Act, 1970, time to time and further shall be solely responsible for any cost and consequences on account of any breach and / or non-compliance of any other provisions of Labour Laws and shall indemnify AIESL against any claim / cost / remedies and penalties in respect of breach of any of the provisions of Laws in force.
2. The service provider shall strictly ensure that Minimum Wages as stipulated by the appropriate Government is paid each month to the workmen deployed by them.
3. The Service Provider hereby indemnifies and agrees to keep the AIESL indemnified, during the period of the contract on account of non-compliance of whatsoever nature on the part of the Service Provider in the matter of all applicable legislations with regard to his employees deployed on contract awarded to them by the AIESL and even thereafter, to make good any losses, payments, penalties incurred by the AIESL.
4. The Service Provider shall indemnify AIESL against payment of penalty, their Party claims, damages, loss of property of AIESL, and/ or other party, due to mishandling, theft, damages due to rash driving, accidents, negligence, violation of any statutory laws and etc., by them and/ or the personnel deployed by them. In case, any such claim amount is not deposited/ paid to AIESL or to the concerned personnel or agency then the same shall be deducted from their performance guarantee/ invoice payments. This shall also include legal cost involved.
5. The Service provider shall indemnify AIESL for any damage caused to AIESL employees, its property or loss to any third party resulting from failure of equipment within the warranty period. This shall cover all the compensation payable including legal charges due to any personnel injuries or fatalities
6. The Service provider shall indemnify AI Engineering Services Limited and its subsidiaries, assigns, against any claim from ESI Authorities / PF Authorities and / or any other statutory bodies under various labour laws relating to claim with regard to the workmen deployed by us. WE further indemnify AIESL and its subsidiaries against any losses that may accrue/occur on account of Vigilance Case/s filed/to be filed by ESI authorities/PF Authorities and/or any other statutory body under various labour laws.

The Service Provider hereby indemnifies and agrees to keep the AIESL indemnified, against any clause elsewhere as referred to in this tender document no **AIESL/HQRS/GM/2025/-----Supply of TUG at New Delhi & Mumbai** which specifies so.

Signed, Sealed & Delivered

Within the named _____

Through their Director /Proprietor / Representative. Witness:

1.

2.

S. Shukla



Annexure C

ACCEPTANCE LETTER TO OUR TERMS AND CONDITIONS ON TENDERER'S LETTER HEAD CERTIFICATE

To,

The General Manager PPMM,
AIESL , NR,
New Delhi,

Sir,

It is certified that we have studied and understood the terms and conditions of the tender for **Procurement of Two Electrically Operated Tugs, one each for Base Maintenance, Delhi and Mumbai (Load Capacity - 25 Ton)**. We agree to abide by the same, unconditionally during the warranty period (2 Year equipment and 5 year Battery).

AUTHORISED SIGNATORY

NAME: DESIGNATION: COMPANY SEAL

E-mail: Tel. No.: Mobile:

SShankar



Annexure D

CHARTERED ACCOUNTANT'S CERTIFICATION

I, C.A (Name) ----- Membership Number ----- have verified the above details as per the documents/records submitted for verification and hereby certify that the above statement is correct.

Signature of C.A-----

Seal

SShankar

Shankar

CHECK LIST: Please check if Following Documents have been attached with Technical Bid

Sl No	Description	Documents Required	Documents Attached
1	Company Profile	Yes	
2	GST Registration Certificate	Yes	
3	Copy of Audited Balance Sheet, P&L account for the last 3 financial year	Yes	
4	IT returns filed for last 3 years.	Yes	
5	Income Tax PAN Card	Yes	
6	Transaction details towards EMD Rs. 2,000,00/-	Yes	
7	Acceptance letter to our terms and conditions	Yes	
8	The Bidder should be ISO 9001 certified. Valid Certificate for this year to be enclosed.	Yes	
9	The Bidder should have previous. Experience of similar nature works. Proof in this respect should be enclosed	Yes	
10	Purchase order of customers where similar product has been supplied during the previous three years. Need to be enclosed along with full address, telephone numbers and fax nos. of customers	Yes	
11	All columns in Annexures should be filled in the tender document, all pages are to be Signed by the bidder and attached	Yes	
12	Confirmation of product support for minimum of 3 years after warranty period (if CMC is applicable)	Yes	
13	Three Purchase orders and completion certificate of similar product.	Yes	
14	Make sure the Financial bid has not been uploaded with Technical Bid and there is no indication of the price bid in the technical bid.	Yes	

Authorized Signatory:

Name of Signatory _____

Designation of Signatory _____

Seal of Company

Place: _____

Date: _____

CERTIFICATION

Certified that:

- There are no hidden costs to AIESL Over and above that indicated above.
- Any changes (increase/decrease) in statutory taxes/levies, arising during the term of the contract, shall apply to this contract also.
- We have read, understood and accept all the terms and conditions of the Tender.
- Prices quoted above by us for equipment and services as quoted are compiled by us in our Technical Bid.

AUTHORISED SIGNATORY & COMPANY SEAL

SShukla

(Signature)

(Signature)

Annexure E

To,

The General Manager PPMM,
AIESL HQRS,
New Delhi,

Sir,

Performance Bank Guarantee /Security Deposit Form

WHEREAS (Name and address of the bidder) (Hereinafter called "the service provider") has undertaken, in pursuance of contract no..... dated to supply (description of services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the service provider such a bank guarantee.

NOW THEREFORE, weBank, hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of..... (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum, or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the day of2027

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Name & address of the Bank Branch

SShukla





SECURITY DEPOSIT DECLARATION FORM

(To be printed on bidder's company letter head and submitted signed & duly stamped scanned copy along with Technical Bid)

To,

The General Manager PPMM,
AIESL HQRS,
New Delhi,

Sir,

I/We, the undersigned declare that:

After qualifying for award of Contract for Tender No. xx for **"Supply of TUG at AIESL New Delhi & Mumbai"**. We will deposit 5% **(Five percent)** of the total value of the Contract towards **interest free Security deposit**, within 2 weeks of receipt of the Contract.

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

Authorized Signatory

Name of Signatory _____

Designation of Signatory _____

Seal of Company

Place: _____

Date:

SShukla

Annexure G



FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

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

To,

The General Manager PPMM,
AIESL HQRS,
New Delhi,

I / We, the authorized signatory of M/s _____,
participating in the Subject tender No-
..... for the item / job of , do hereby declare the
following:

1. That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
2. That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of AI Engineering Services Limited for minimum period of One year or up to 3 years from the date of committing such breach.

Authorized Signatory

Signature of Signatory _____

Name of Signatory _____

Seal of company

Place: _____

Date: _____

SSW119 *[Signature]* *[Signature]*