

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



Tender No.: AIESL/BOM/MMD/IFE B777/128

DATE: 27.05.2025

## COVERING LETTER

**Subject: Tender for Appointment of In-Flight Entertainment (IFE) Content Service Provider (CSP) for Curated In-Flight Entertainment Content on-board two B777 aircraft serviced by AIESL (Non commercial aircraft with Panasonic eX3 and eXW IFE Systems).**

- a) AI Engineering Services Limited (AIESL), Old Airport, Santacruz (E), Mumbai-400029 invites online bids through GeM portal from authorized agencies for Appointment of In-Flight Entertainment (IFE) Content Service Provider (CSP) for Curated In-Flight Entertainment Content on-board two B777 aircraft serviced by AIESL (Non-commercial aircraft with Panasonic eX3 and eXW IFE Systems).
- b) **Description:** Appointment of In-Flight Entertainment (IFE) Content Service Provider (CSP) for Curated In-Flight Entertainment Content on-board two B777 aircraft serviced by AIESL (Non-commercial aircraft with Panasonic eX3 and eXW IFE Systems).
- c) **Earnest Money Deposit:** Rs. 2,00,000/- (Indian Rupees Two Lakhs only) must be submitted by means of Bankers Cheque/DD/NEFT/RTGS in favour of AI ENGINEERING SERVICES LIMITED, Account No. – 00600310007523, IFSC Code – HDFC 0000060) payable at Mumbai. EMD will not carry any interest and will not be adjusted against security deposit.

**In addition to existing specified form (i.e., Cheque/DD/NEFT) mentioned above for submission of EMD, the bidder can also submit the EMD through online AIESL Payment Gateway i.e <https://forms.eduqfix.com/aiengineering/add> .**

### **1. DISCLAIMER:**

- ✓ The information contained in this tender document or / and any information pertaining to the aforesaid subject matter provided subsequently to the applicants / bidders in any form by 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.
- ✓ The purpose of this tender document is to provide all bidders with the information that may be useful to them in the formulation of their proposals / bids in response to this tender document. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AIESL, do not purport to contain all / exhaustive information on the aforesaid subject matter that each applicant may require for the purposes of submitting their bids.
- ✓ The assumptions, assessments, statements and information contained in this tender document may not be complete, accurate, adequate or correct. Each bidder should, therefore, 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 document and shall obtain independent advice from appropriate sources at no cost to AIESL.
- ✓ The information provided in this tender document to the applicants is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
- ✓ AIESL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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- ✓ AIESL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance by any applicant / bidder upon the statements contained in this tender document.
- ✓ 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 document, from time to time till close date of tender.
- ✓ The tender document does not imply that AIESL is bound to select a bidder or to appoint the selected bidder, as the case may be, and AIESL, reserves the right to reject all or any of the proposals without assigning any reason whatsoever at any time. The bidder shall bear any and all its costs associated with or relating to the preparation & submission of its proposal / 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 its proposals. 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 proposal, regardless of the conduct or outcome of the bid selection process as contained herein.

## **2. GENERAL TERMS AND CONDITIONS:**

- ✓ 'AIESL' as used in the Tender document means 'AI Engineering Services Limited'.
- ✓ "Contract" means the agreement entered into between the Purchase and the Service Provider, as recorded in the contract form signed by the parties including all annexure thereto and appendices therein.
- ✓ "Tenderer" or Seller" or "Bidder" means as used in the Tender document, is one who has submitted the quotation in response to our tender document. It also means the individual or firm or company, who are manufacturers and suppliers, on whom the order for work is placed and shall be deemed to include their approved successors, heirs, executors and administrators, holding company/Group/Group Companies, Conglomerate as the case may be.
- ✓ It is further clarified that any individual signing the tender or other documents in connection with the tender must certify whether he signs as:
  - i) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
  - ii) A partner of the firm if it is a partnership must have authority to refer to arbitration and disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the tender should be signed by all the Partners.
  - iii) Constituted attorney of the firm, if it is a Company.
  - iv) Authorized signatory of the firm.

## **3. ONE BID PER BIDDER:**

A Bidder shall submit only 'one [01] Bid' in the same Bidding Process as single entity. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

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A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. Bidders are required to submit a confirmation for no conflict of interest with other bidders. Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

- ✓ Alternative Bids shall not be considered.
- ✓ Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details. & DIN Nos. and corresponding documents.

**In case of Partnership / LLP:** Bidder must submit copy of Partnership /LLP Deed.

**In case of Public / Limited Company:** Bidder must submit copy of Share Holding details of all shareholders.

- ✓ It is the responsibility of the participating Bidder(s) to assess the relationship as mentioned above. In case any undertaking/declaration given by a Bidder(s) in this regard is found to be false, this would be a sufficient ground for rejection of Bid(s) /termination of contract and also initiation of further action as per Corrupt/Fraudulent/ Collusive / Coercive Practice.

#### **4. STANDARD TERMS & CONDITIONS:**

- ✓ AIESL reserves the right to close the tender / reject any / all offers at any stage of tender at its sole discretion.
- ✓ AIESL reserves the right not to consider the bid of any Bidder, blacklist the Bidder for 3 (three) years, if it is determined / noticed at any stage during the tendering process or after release of Contract that the said Bidder has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive practice in order to bid / obtain the Contract. This will also have an impact on other Contracts / POs, the Bidder may have with AIESL where AIESL reserves the right to take appropriate action as deemed fit.
- ✓ AIESL reserves the right to reject / not consider at its sole discretion the bids of such bidders who have been involved in any litigation with AIESL in the last 3 years and / or are at present involved in any

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ongoing litigation or arbitration proceedings against AIESL. Further, those bidders who have records of poor performance during the last 3 (three) years, as on the date of submission of the bid, such as abandoning the work, rescinding of the contract for which the reasons are attributable to the non-performance of the Bidder or its constituents, inordinate delays in completion and/or have a consistent

history of litigation / arbitration awarded against the Bidder or any of its constituents or financial failure due to bankruptcy etc. are liable to be disqualified.

- ✓ AIESL reserves the right to reject / not consider at its sole discretion the bids of such bidders have been blacklisted / debarred by any PSU, government bodies in India.
- ✓ Bidders are required to declare if they have any ongoing legal disputes with any government agencies such as Income Tax, EOW etc. Suppression / Misrepresentation of such facts whenever it comes to light would invite disqualification and AIESL reserves the right to take appropriate action as deemed fit including discontinuing business dealings with the party.
- ✓ Bidders shall bear their own costs associated with or relating to the preparation and submission of their 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 their Bid. All such costs and expenses will remain with the Bidder and AIESL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this Tender process.
- ✓ No bidder shall submit more than one Bid against this Tender. In case more than one bid is received only the last submitted bid would be considered.
- ✓ The Price Bid of only those Bidders who are found technically suitable during technical evaluation would be opened. The opening date and time of Price Bids would be intimated to all the technically qualified Bidders to enable them to attend the price Bid opening.
- ✓ If for some reason, the Bid Due Date/Time or the Bid opening date is declared a holiday, then the Bid Due Date/Time or the Bid opening date will automatically stand extended to the same timings of the next working day. In the event of the receipt of the Bid after the Due Date/Time, the Bid shall be rejected. AIESL reserves the right to reject any Bid in part or full or annul the Tender process without assigning any reasons.

## **5. SPECIAL CONDITIONS:**

- ✓ The location of work is Hangar/Apron areas, at Old Airport. The area is highly security sensitive, and service provider will be required to obtain entry pass from our Security dept.
- ✓ A qualified and responsible supervisor will always remain present at site, when the work is being carried out. He will ensure compliance of standard safety precautions and use of safety equipment.
- ✓ Equipment which are in fit to use and serviceable condition only shall be provided to AIESL. It will be the service provider's sole responsibility to attend break down of equipment, if any, during the operation.
- ✓ Safety of the service provider's personnel / equipment shall be responsibility of the service provider.

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## **6. TENDER PROCEDURE:**

- ✓ This tender is strictly a **Two Bid Tender** i.e. Technical Bid and Price Bid. **Both the bids are to be submitted through GeM portal. No other mode of submission will be acceptable.**
- ✓ The close / due date for submission of bids may be extended at any time, including after the scheduled date of closing, at the sole discretion of AIESL.
- ✓ Amendments or extension of the close / due date, if any, to this tender will be informed via GeM portal.
- ✓ In their own interest, bidders are advised to submit bids, well before the close date / time of tender in order to avoid any last moment glitches. AIESL may not entertain any request for extension of close date and time and reserves the right to accept or reject any such request at its sole discretion.
- ✓ The bidder or their authorized representatives (maximum two) would only be permitted to attend the pre-bid meeting, if any.

## **7. CONTACT POINT:**

**For any clarification, please contact the following official:**

### **For Technical Query:**

Mr. Rahul Tapasvi, Sr. AGM, Email: [rahul.tapasvi@aiesl.in](mailto:rahul.tapasvi@aiesl.in)

### **For Commercial Query:**

Mr. Arghyadeep Bhattacharjee, Executive-MM (MMD), Email: [arghyadeep.b@aiesl.in](mailto:arghyadeep.b@aiesl.in) , Mobile: 7278757581

Mr. Sunil Shende, Dy. GM (MMD), Email: [sd.shende@aiesl.in](mailto:sd.shende@aiesl.in)

## **8. AIESL 'S RIGHT TO EVALUATE ELIGIBILITY:**

- AIESL reserves the right to require a bidder to submit documentary evidence, in the form and manner that AIESL deems appropriate, to prove that it continues to satisfy the Eligibility Criteria at any time:
  - a. after the last date of bid submission; or
  - b. prior to or after the issuance of the LOI or execution of the CSP Contract, if such a Bidder is selected as the Successful Bidder.
- AIESL reserves the right to verify all statements, information and documents submitted by Bidders in response to the Tender Document. Any such verification or lack thereof by AIESL will neither relieve the Bidders of their obligations or liabilities nor affect any rights of AIESL under this Tender Document.
- If AIESL is of the opinion that the Bidder does not satisfy the eligibility criteria, then AIESL shall have the right to:
  - a. disqualify the Bidder and reject its Bid; or

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b. revoke the LOI or terminate the CSP Contract after acceptance of its Bid by issuing a written notice to the Bidder.

- AIESL's determination of a Bidder's eligibility shall be final and binding. AIESL shall not be liable, in any manner whatsoever, to the Bidder for a rejection of its Bid, the revocation of the Letter of Award (LOA) issued to it or the termination of the CSP Contract executed with it. Furthermore, any losses suffered by AIESL as a result of such rejection, revocation, or termination, including but not limited to opportunity costs incurred by AIESL, shall be borne solely by the Bidder.

## **9. HANDLING OF GRIEVANCES DURING THE TENDER PROCESS:**

Any Supplier, Service Provider/ Contractor or consultant that claims to have suffered or is likely to suffer loss or injury as a result of a decision/action/omission of the Procurement Entity may make an application for its review within a period of Five (5) days to Dy. GM-PPMM in the email id- [sd.shende@aiesl.in](mailto:sd.shende@aiesl.in) . Successful bidders may seek de-briefing regarding the rejection of their bid, in writing or electronically, writing Five (5) days of the declaration of techno-commercial or financial evaluation result.

- ✓ Only directly affected and participating bidders can raise a grievance.
- ✓ Grievances can be raised only for the stage in which the bidder is eligible.
- ✓ **After Pre-qualification:** Only pre-qualified bidders may raise issue about technical/financial bids.
- ✓ **After technical evaluation:** Only technically qualified bidders may raise issues about financial bids.

## **10. PRE-BID MEETING**

- AIESL shall organize an online Pre-Bid meeting with all interested Bidders before the last date of bid submission to provide an understanding of the Bidding Process, the Services, the terms of the CSP Contract and the services to be provided by the Insurer and to understand any queries, issues or suggestions that the Bidders may put forward.
- The Pre-Bid Meeting will be convened on the date and time specified in the GeM bid document.”
- A Bidder may nominate up to max. two representatives to participate in a Pre-Bid Meeting, provided that the Bidder has notified AIESL of its representatives along with its authority letter to AIESL at least two days prior to the Pre-Bid Meeting.
- Without prejudice to the foregoing Clauses, the Bidders will be free to seek clarifications and make suggestions for consideration of AIESL in the course of the Pre-Bid Meeting.
- AIESL shall endeavour to provide text of the questions raised and the responses, along with the minutes of the Pre-Bid Meeting and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process, within the date specified in the GeM Bid document.
- Any oral clarification or information provided by or on behalf of AIESL at the Pre-Bid Meeting will not have the effect of modifying the Tender Document in any manner, unless AIESL issues an Addendum for the same or AIESL issues written interpretations and clarifications. All such Addendum will be published on GeM portal.
- Attendance of the Bidders at the Pre-Bid Meeting is not mandatory and failure to attend the Pre-Bid Meeting will not be a ground for disqualification of any Bidder.

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## **11. AMENDMENTS TO THE TENDER DOCUMENTS**

Issuance of Addenda:

- Up to & until the date that is specified in the GeM bid document, AIESL may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by Bidder(s) at the Pre-Bid Meeting, amend the Tender Document by issuing an addendum.
- The Bidders are required to read the Tender Document with any Addenda that may be issued.
- Each Addendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum.
- Any oral statement made by AIESL or its advisors regarding the Bidding Process, the Tender Document or the Services or on any other matter related to the Scheme, shall not be considered as amending the Tender Document.

## **12. AVAILABILITY OF INFORMATION**

- The information relating to or in connection with the Services, the Bidding Process and the Tender Document, including all notices issued by AIESL to all Bidders in accordance with this Tender Document; queries and responses or clarifications; minutes of the Pre-Bid Meeting, addenda and/ or the revised Tender Documents shall be uploaded on the GeM portal and the AIESL website and remain published until the last date of bid submission.
- If, at any time prior to the last date of bid submission, a Bidder faces any technical issue or technical error in accessing the GeM portal, AIESL shall not be responsible and the responsibility to bid on the GeM in time shall be the responsibility of the bidder(s).

## **13. CORRESPONDENCE WITH BIDDERS:**

- Save as expressly provided in these Tender Documents, AIESL will not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise.

## **14. LANGUAGE OF THE BID:**

- The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged between the Bidder and AIESL shall be **only in the English language**.
- Any printed literature/ document furnished by the Bidder, if asked for by AIESL as a part of the bid submission documents, may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English in which case, for the purposes of interpretation of the Bid, the English translation shall prevail. In all such cases, the translated literature/ document shall be duly notarized by a public notary. Supporting materials which are not translated into English may not be considered by AIESL during the bid evaluation.

## **15. DUE DILIGENCE BY THE BIDDER:**

- The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Tender Documents at its own cost.

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- AIESL shall not be liable to the Bidder for any consequences pursuant to the Bidder's failure to undertake its own due diligence and reliance solely on the information provided in this Tender Document.
- It shall be deemed that by submitting a Bid, the Bidder has:
  - ✓ made a complete, independent and careful examination of the Tender Document and unconditionally and irrevocably accepted the terms thereof.
  - ✓ made careful examination and research of all required information, inputs, conditions, circumstances and factors that may have any effect on its Bid.
  - ✓ received and reviewed all relevant information provided by AIESL, as may be relevant to the Bid.
  - ✓ evaluated and accepted all the risks, contingencies and other circumstances which may influence or affect the operations under the Tender and agreement.
  - ✓ accepted the risk of inadequacy, error or mistake in the information provided in the Tender Document or furnished by or on behalf of AIESL relating to any of the matters related to the Bidding Process or scope of services.
  - ✓ satisfied itself about all matters regarding the Bidding Process and the scope of services, required for submitting an informed Bid, in accordance with this Tender Document and performance of all of its obligations.
  - ✓ acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Document or ignorance of any of the matters related to the Bidding Process or the scope of services shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from AIESL or a ground for termination of the Agreement by the Successful Bidder; and
  - ✓ agreed to be bound by the undertakings provided by it under and in terms hereof.

## **16. SIGNING OF THE BID**

Each Bid including all its pages must be typed or written in indelible ink and should be physically signed by the authorized signatory of the Bidder.

## **17. EARNEST MONEY DEPOSIT:**

Rs. 2,00,000/- (Indian Rupees Two Lakhs only) must be submitted by means of Cheque/DD/NEFT in favour of AI ENGINEERING SERVICES LIMITED, Account No. – 00600310007523, IFSC Code – HDFC 0000060) payable at Mumbai. EMD will not carry any interest and will be adjusted against security deposit.

**In addition to existing specified form (i.e. Cheque/DD/NEFT) mentioned above for submission of EMD, the bidder can also submit the EMD through online AIESL Payment Gateway i.e <https://forms.eduqfix.com/aiengineering/add> .**

**Submission of EMD shall be valid only till due date and time of bid submission. No request shall be entertained regarding submission of EMD after due date and time of bid submission and submitted bids will be outrightly rejected.**

- 17.1 Bid must be accompanied with earnest money deposit (i.e Earnest Money Deposit (EMD) also known as Bid Security) in the form of 'Demand Draft' / 'Banker's Cheque/ Online banking transaction / Insurance Surety Bond' / 'Fixed Deposit Receipt' [in favour of AI Engineering Services Limited payable at Mumbai] or 'Bank Guarantee'. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of 'Demand Draft' or 'Banker's Cheque' should be valid for three months.

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- 17.2 Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.
- 17.4 AIESL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.
- 17.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 17.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the '**Award**' and signing the '**Agreement**' and furnishing the '**Security Deposit**'.
- 17.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- If a Bidder withdraws his Bid during the 'Bid Validity Period'
  - If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
  - If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
  - Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
  - In the case of a successful Bidder, if the Bidder fails to:
    - acknowledge receipt of the "Notification of Award" / Fax of Acceptance [FOA]",
    - furnish "Security Deposit",
- 17.8 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 17.9 **EXEMPTION OF EMD:**
- The bidders seeking EMD exemption must submit the following valid supporting documents for the relevant category with the Bid:**
- Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process.
  - Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption.
  - KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.

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- Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation.
- Sellers / Service Provider having annual turnover of ₹ 500 Crore or more, at least in one of the past three completed financial year(s).
- Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
- Central / State PSUs.
- MSEs/MII units registered with the NSIC under its single point registration Scheme/Public Sector Registered with Udyog Aadhar Memorandum (UAM).

17.9 Bidders are required to submit relevant document for exemption from furnishing Earnest Money / Bid Bond.

17.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BGCL. The forfeiture amount will be subject to final decision of BGCL based on other terms and conditions of order/ contract.

17.11 **Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.**

## **18. SUBMISSION OF BIDS:**

### **Technical Bid:**

- ✓ Bidders are advised to study carefully the Terms & Conditions as given in this tender document and submit their **technical bid** accordingly.
- ✓ Bidders are required to download all the documents. Wherever applicable the documents are to be duly filled in with the required details. The filled-in documents along with supporting documents, if any, need to be uploaded on **GeM portal** for technical evaluation purpose. **Uploading of required Documents is mandatory. The documents should not mention any rates / prices. else bidder will be disqualified during technical evaluation.**
- ✓ Bidders are **required to give their acceptance of the terms and conditions as per Documents.** Any deviation from the terms and conditions may lead to disqualification of the submitted bid.
- ✓ The bidder should submit their bid in line with the tender document only or else the same would be liable for rejection.
- ✓ AIESL reserves the right to change this date of opening at its own discretion.
- ✓ **All the supporting documents, as specified in the tender documents that are required for compliance of bid must be submitted with the technical bid.**
- ✓ AIESL reserves the right to call for the original copies of the attached / submitted documents in the technical bid for verification purpose during the evaluation stage. The Technical Bids would be evaluated for compliance in accordance with the tender document. The User Department of AIESL

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reserves the right at its sole discretion to seek clarification for shortcomings in information/documents from the bidders as deemed necessary for the purpose of evaluation of the bids.

## **Price Bid:**

- ✓ Bidders are required to **quote for the entire tendered quantity**.
- ✓ AIESL will not accept inclusion of any additional costs, if requested for, after closing of the tender.
- ✓ Submission of incorrect or incomplete information or with arithmetical errors in compilation of the data would be at the bidder's sole risk. The decision of AIESL in such cases would be final and binding.
- ✓ **Total Price considering the required quantities mentioned in work scope quoted in GeM Portal shall only be considered for award. Hence, bidders are advised to quote carefully so that there is no discrepancy arises between financial breakup and quoted price in GeM Portal.**

## **19. VALIDITY OF QUOTATION, PRICES, GOVT. TAXES / GST**

- ✓ The price offered / agreed should remain firm till completion of the contract.
- ✓ No request for increase in price shall be entertained during this period except on account of increase in GST or any other Government levy, if imposed by the Govt. of India. Proof of payment for such increase is to be submitted to AIESL by the successful Bidder.
- ✓ The Bidders should commit to pass on the benefit to AIESL of reduction in statutory taxes, etc. by the Government, during the period of validity of the Contract.
- ✓ During the contract period, if for any reason there is a downward revision in prices, the successful bidder will be responsible for passing on the benefits to AIESL.
- ✓ Increase in Govt. Taxes / GST etc. or any new levies, if imposed by the Govt. of India / State Govt. / Local Bodies, during the contract period will be borne by AIESL, if requested for, by the Successful Bidder/s. However, such request will be considered only if it is substantiated with copies of valid documentary proof of the same and **only if the bidder/s has quoted their rate giving the break-up of Govt. Taxes / GST in their price bid.**

## **20. AMENDMENTS / EXTENSIONS:**

- ✓ AIESL reserves the right to, amend any part / terms and conditions of the tender / extend the due date at its sole discretion.
- ✓ Amendments and clarifications, if any, to this tender will be hosted on the GeM Portal & will be published on website of AI ENGINEERING SERVICES LIMITED. AIESL will not intimate the tenderers individually of the same. The tenderers are, therefore, advised to visit GeM portal / AIESL website regularly till the date of closing of the tender. The last amendment, if any, will be hosted a minimum of seven days before the closing date of the tender.
- ✓ Amendments, corrigendum, if any, and any extensions of the due date of opening of the Bids, as per the requirements of AIESL, will be uploaded in GeM.

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
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## 21. **ZERO DEVIATION AND REJECTION CRITERIA:**

Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame, then its Bid shall be evaluated based on the documents available in the Bid.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted.

No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre existed bids and which have not undergone change since then.

**REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security / Bid Security declaration, as applicable
- (c) Documents as specified in Pre-Qualification Criteria (PQC).
- (d) Specification & Scope of Work
- (e) Schedule of Rates / Price Schedule / Price Basis
- (f) Duration / Period of Contract/ Completion schedule
- (g) Period of Validity of Bid
- (h) Security Deposit
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Any other condition specifically mentioned in the tender document elsewhere that noncompliance of the clause lead to rejection of bid.

**Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.**

## 22. **MODIFICATION AND WITHDRAWAL OF BIDS:**

- The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.
- No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD / invocation of action as per Bid Security declaration and rejection of Bid.

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- The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

## **23. AIESL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

- AIESL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for AIESL's action.
- Further, following decisions of AIESL shall not be subject to review:
  - a) Determination of the need for procurement.
  - b) Selection of the mode of procurement or bidding system.
  - c) Choice of selection procedure.
  - d) Provisions limiting participation of bidders in the procurement process.
  - e) The decision to enter into negotiations with the L1 bidder.
  - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements.
  - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ service provider; and
  - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

## **24. CONFIDENTIALITY:**

- Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such a process until the award to the successful bidder.
- Any effort by the Bidder to influence AIESL in the 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

## **25. BENEFITS / PURCHASE PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSES)/MII'S:**

Applicable as per the GeM Policies.

In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSES-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

*“In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re- classification, for a period of three years from the date of such upward change”.*

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Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefits. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

**The benefit of policy is not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.**

## **26. BID VALIDITY:**

- Bids shall be kept valid for period specified in GeM Portal from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by AIESL as 'non-responsive'.
- In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period on GeM portal. The request and the responses thereto shall also be made in writing or by email (outside GeM, if required). After opening of price bids in GeM Portal, the extension (outside GeM, if any) will be regularized through GeM with L-1 bidder. Bidder may refuse the request without forfeiture of his EMD/Bid Security.
- A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of its EMD for the period of the extension in all respects.

## **27. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE:**

- ✓ The Bidder/s who qualifies for award of Contract will have to deposit with AIESL 5 % (Five percent) of the total value of the Contract, as Security Deposit (SD) within 5 days of notification of notification of acceptance of bid and communication of contract. This SD will be free of interest. In case, the SD is not deposited in time, the bills shall not be processed for payment till the SD is paid.
- ✓ The Applicable Security Deposit / Performance Bank Guarantee must be submitted by means of Cheque/DD/NEFT in favour of AI ENGINEERING SERVICES LIMITED, Account No. – 00600310007523, IFSC Code – HDFC 0000060), payable at MUMBAI.
- ✓ **In addition to existing specified form (i.e. Banker's Cheque/DD/NEFT) mentioned in tender documents for submission of Security Deposit/ Performance Bank Guarantee, the successful bidder can also submit the Security Deposit/ Performance Bank Guarantee through online AIESL Payment Gateway i.e <https://forms.eduqfix.com/aiengineering/add>**
- ✓ The SD is applicable to all bidders including MSME's / Startups.
- ✓ In case of submission of Security Deposit/Performance guarantee is to be paid by way of Account Payee Demand Draft, banker's Cheque, ECS, Bank Guarantee issued from any Commercial Bank, Fixed Deposit Receipt from any Commercial Bank for an equivalent amount in favour of AI Engineering Services Limited and payable at Mumbai.
- ✓ It may please be noted that the original BG has to be forwarded by the Bank directly to AIESL through registered AD as per the detailed procedure which will be advised to the successful bidder. The expenses

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incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the successful bidder/s.

- ✓ In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / bank guarantee be invoked.
- ✓ The Security Deposit / Bank Guarantee will be refunded / returned without interest within 60 days of successful completion of services against the Contract after adjusting for penalties, if any, that may be imposed under the terms of the Contract.
- ✓ Validity of the BG would be for an additional period of 60 days after the scheduled completion of all obligations under the Contract.

**28. PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L 33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME):**

Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document and submission of document.

Further, the Startups are also exempted from submission of EMDs (if applicable).

If a Startup emerge lowest bidder, the LoA / Order on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick of Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

**29. EVALUATION CRITERIA:**

Evaluation of the Price Bids shall be carried out on overall L1 basis. i.e overall L1 will be evaluated for the complete job mentioned in BOQ excluding GST. Based on the evaluation of techno-commercially qualified bidders, the contract will be awarded to the overall L-1 bidder.

In case of a tie at the lowest bid (L1) position between two or more bidders, the order will be placed as per the available GeM policy.

Purchase preference Class-I local supplier will be given as per PPP-MII Policy.

**Technical Bids:**

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.

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## Price Bids:

The Price Bids of only those bidders who qualify as per the requirements of Technical Bid would be opened.

## 30. OTHER TERMS & CONDITIONS:

- ✓ **Force Majeure:**
  - ✓ The Bidder / Successful Bidder /AIESL (herein referred to as Party / Parties) shall not be liable for, nor be in default by reason of any failure or delay in discharge of its obligations under this Tender / Contract, where such failure or delay is caused by any act, including but not limited to any act of God, action or inaction of government authorities, fire, flood, gales, storm, lightning, earthquake, explosions or other catastrophes, accidents, weather, power failure or shortage of power, riot, war (declared or undeclared), warlike operations, act of terrorism, boycott, embargo, rebellions, sabotage, epidemics, quarantines, lock out, restrictions on travel based on travel advisories of any governmental entity, unavailability of the usual means of transportation, hostilities, revolution, civil commotion or public disorder or any other cause beyond its control.
  - ✓ The Party encountering and affected by such causes and event shall inform the other in writing immediately of such an occurrence event and shall use its best reasonable efforts to minimize the economic and other effects and rectify as soon as possible any harm or delay created thereby shall reasonably allocate its available resources, giving priority to their obligations under this Contract.
  - ✓ For the avoidance of any doubt, it is clarified that, payment obligations of AIESL shall be excused due to an event of Force Majeure.
  - ✓ **Interpretation:** In the event of any difference in the interpretation of any of the clauses of the Contract / Purchase Order / Agreement and / or the Tender documents, the clarification given by **Chief Procurement Officer**, AIESL shall be final and binding.
  - ✓ **Arbitration:** Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be resolved amicably by mutual consultation. If an amicable settlement is not forthcoming and dispute is not resolved within 21 (Twenty-One) days, from the date when mutual consultation started, recourse may be taken to settlement of disputes through arbitration as per the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties.
31. **JURISDICTION:** -The **court of Mumbai** only will have jurisdiction to deal with and decide upon any legal dispute what so ever arising out of this tender.

## 32. ERRANT BIDDERS:

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by them in bidding or withdrawal of bid or varying any term in regard thereof leading to re-Tendering, AIESL shall forfeit Earnest Money paid by the bidder and such bidders shall be debarred from participation in re Tendering of the same job(s) as well as against any Tender inquiry for any service sought by AIESL or its subsidiaries at all locations.

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## 33. **FRAUDULENT PRACTICES:**

AIESL requires that bidders/ service providers observe the highest standard of ethics during the bid and execution of contracts. In pursuance of this AIESL defines, for the purposes of this provision, the terms set forth below as follows

a. **“Corrupt practice”** means

1) offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process or

2) save and except as permitted engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement/Work Order as the case may be any person in respect of any matter relating to the Project or the LOA or the Agreement/Work Order who at any time has been or is a legal, financial or technical advisor of the Company in relation to any matter concerning the Contract of anything of value to influence the action of a public official in the procurement process or contract execution;

b. **“Fraudulent practice”** means a misrepresentation/board of directors is the same/omission/suppression/disclosure of incomplete facts in order to influence the tendering process. Forging in order to influence a procurement process or the execution of a contract to the detriment of the AIESL and includes collusive practice among bidders (before or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the AIESL of the benefits of free, fair and open competition.

c. **“Coercive Practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the tendering process.

d. **“Undesirable Practice”** means

1) establishing contact with any person connected with or employed or engaged by the Company with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the tendering process or

2) having a conflict of interest and

e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among bidders/prospective Service Providers to restrict or manipulate a full and fair competition in the Tendering Process.

f. AIESL shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

g. AIESL shall declare a firm ineligible and put on holiday, either indefinitely or for a stated period if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

h. AIESL shall rescind the contract forthwith, in case of successful bidder adopting fraudulent/forgery/corrupt practices during the currency of the contract.

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## 34. **BLACKLISTING CONDITIONS:**

The party/ board of director (whose name is common) shall be blacklisted from participating in any Tenders floated by AIESL for the next six years, in case the Tenderer:

- a) Adopts fraudulent practices as cited above.
- b) Withdraws after award of the LOI/Work Order and fails to commence within the specified stipulated period and perform the contractual obligations during the currency of the contract.
- c) Negative feedback from AI Asset Holding and its subsidiaries.
- d) In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of AIESL that the Supplier / Service Provider has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from AIESL to the government exchequer, then, that Supplier / Service Provider shall be put under blacklist for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on AIESL.

## 35. **EFFECT OF BLACLISTING:**

- a) If a Vendor/ Supplier/Contractor/ Consultant is put on blacklist, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.
- b) However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case SD will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- c) after issue of the enquiry /bid/tender but before opening of technical bid, the bid submitted by the party shall be ignored.
- d) after opening technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- e) After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L 1), next lowest bidder shall be considered as L-1.

## 35. **ASSIGNMENT/SUBLET:**

Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting. Sub-contracting by the service provider without the approval of AIESL shall be a breach of contract, unless explicitly permitted in the contract.

**Date:**  
**Place:**

**Bidder Signature:**  
**Name & Designation:**  
**Company Name & Seal:**

**AI ENGINEERING SERVICES LIMITED**

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**Annexure-I**

**FORMAT OF BID SECURITY DECLARATION INCLUDING MSE's & STARTUP's**

(On Bidder's Letter Head)

To,

AI ENGINEERING SERVICES LIMITED

SUB:

TENDER NO:

Dear Sir After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s\_\_\_\_\_ (Name of Bidder) have submitted our offer/ bid no. ....

We, M/s\_\_\_\_\_ (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security. We understand that we will be put on watch list/holiday/ banning list (as per polices of AIESL in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the AIESL during the period of bid validity:
  - (i) fail or refuse to execute the Contract, if required, or
  - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory.....

Bidding Organization Name .....

**AI ENGINEERING SERVICES LIMITED**

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**Annexure-II**

**SELF CERTIFICATION BY BIDDER WHO CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION (APPLICABLE FOR ALL BIDDERS INCLUDING MSEs)**

To,  
AI ENGINEERING SERVICES LIMITED  
MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT PREMISES, SANTACRUZ (EAST)  
MUMBAI-400029

SUB.:

TENDER NO.:

Dear Sir

We, M/s \_\_\_\_\_ (Name of Bidder) confirm that as per the definition of policy we are:

Class-I Local supplier

Class-II Local Supplier

(Bidder is to tick appropriate option (✓) above).

It is further confirmed that M/s \_\_\_\_\_ (Name of Bidder) meet the mandatory minimum Local content/Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of .....%.

The details of the location (s) at which the local value addition is made is as under:

.....

We further confirm that in case we fail to meet the minimum local content/domestic value addition, the same shall be treated false information and AIESL will take action as per provision of tender document.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory.....

Bidding Organization Name .....

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**Annexure-III**

## UNDERTAKING ON LETTERHEAD

To,  
AI ENGINEERING SERVICES LIMITED  
MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT PREMISES, SANTACRUZ (EAST)  
MUMBAI-400029

SUB.:

TENDER NO.:

REF: OM No. 7/10/2021-PPD (1) dated 23.02.2023 of Dept. of Expenditure, Ministry of Finance, Government of India  
(<https://doe.gov.in/procurement-policy-division>)

Dear Sir We, M/s \_\_\_\_\_ (Name of Bidder), have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that

- (i) Not from such a country [ ]
- (ii) If from such a country, has been registered [ ]  
with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached) (Bidder is to tick appropriate option (✓) above).

We hereby certify that bidder M/s \_\_\_\_\_ (Name of Bidder) fulfils all requirements in this regard and is eligible to be considered against the tender.

Signature and Seal of Authorized Signatory of bidder  
Name of Authorized Signatory.....  
Bidding Organization Name .....

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**DATE: 27.05.2025**

**Annexure-IV**

## FORMAT FOR SITE VISIT

Ref: \_\_\_\_\_

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

To,  
AI ENGINEERING SERVICES LIMITED

SUB:  
TENDER NO:

Dear Sir,

I/We, \_\_\_\_\_ hereby authorize the following representative(s) for visiting the site against the above Tender:

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_  
Phone/Cell: \_\_\_\_\_  
E-mail: \_\_\_\_\_ @ \_\_\_\_\_

[2] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_  
Phone/Cell: \_\_\_\_\_  
E-mail: \_\_\_\_\_ @ \_\_\_\_\_

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place: \_\_\_\_\_ [Signature of Authorized Signatory of Bidder]  
Date: \_\_\_\_\_

Name:  
Designation:  
Seal:

Note:

(i) This "FORMAT FOR SITE VISIT" should be on the "letterhead" of the Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder.

(ii) Bidder's authorized representative is required to carry a copy of this authority letter along with Govt. ID proof while attending site visit.

# AI ENGINEERING SERVICES LIMITED



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Tender No.: AIESL/BOM/MMD/IFE B777/128

DATE: 27.05.2026

## PRE-QUALIFICATION CRITERIA - COMPLIANCE STATEMENT

Bidders who fulfil the following eligibility criteria, requirements, and submit documentary proof thereof along with the Technical Bid, will only be eligible for evaluation of the technical bids. Bidders are required to indicate the compliance status for each of eligibility criteria by stating Yes or No.

Sr. No.	Eligibility Criteria	Compliance (Yes / No)	Remarks
1	The prospective Bidder shall be a Content Service Provider (CSP), of repute internationally, falling within the definition as mentioned in Annexure-A, Further the aforesaid shall be Company, duly incorporated and validly existing under the laws of its incorporation		
2	<p>The Bidder must have been in the IFEC Service Provider business since 5 (Five) years preceding the date of issue of this tender, with at least 5 full service international airline contracts for wide bodied aircraft - at least two of which shall be B777/other wide body aircraft equipped with Panasonic eX3 &amp; eXW IFE System.</p> <p style="text-align: center;">OR</p> <p>The bidder has successfully provided Curated In-Flight Entertainment Content (IFEC) for at least two B777 non-commercial operator two any other type wide bodied non-commercial operator /State aircraft equipped with Panasonic eX3 &amp; eXW IFE System for at least 5 (Five) years preceding the date of issue of this RFP.</p> <p>Documentary evidence in form of Agreement / Work Order / Letter of Award (LOA)/ Performance Certificate / Completion Certificate is to be submitted.</p>		
3	It is hereby clarified that the said Bidder shall have a full-fledged functioning office in India (preferably Delhi-NCR), for the purpose of satisfying the terms and conditions mentioned in the Tender.		
4	The prospective Bidder for this tender, must provide letters of recommendation to AIESL from five (5) of its full-service International Airline contracts clients, (02) of whom must have Panasonic IFE System, in their equipped fleet, providing regular, scheduled domestic, regional and intercontinental service.		
5	AIESL requires contact details for at least five (5) full service international airline clients for reference checks.		
6	The Bidder shall provide AIESL with a list of Key Account Manager/s who will manage the work elaborated in the Definition of CSP for IFE as explained in Annexure 'A' thereof – 'Summary of Requirements for Curated IFE & Work Scope'.		
7	The Bidder must bid for all services mentioned hereunder in the Work-scope referenced at Annexure – B, Bidding of part services will be rejected.		

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8	Bidder's Average annual turnover, arising out of providing IFEC to Airlines for the last three years, must be at least Rs. 5,76,83,430.00 which is required to be supported by audited /certified /approved segmented Profit & Loss accounts for the last 3-year duration.		
9	The Bidder must agree and confirms that he will maintain Initial Licensing Period /Timelines etc as specified in Annexure B, and Holdover of such IFEC as per the ILP stated in the Commercial Bid		
10	The prospective Bidder must provide letter of recommendations from 3 Hollywood studios and 3 Indian film distributor / Studios.		
11	A certificate accepting all the terms and conditions unconditionally of the tender must be submitted on the bidder's letter head in the format as given at Annexure- G.		
12	The Bidder must sign the Integrity Pact document attached along-with this tender document as and submit the duly signed document along with their technical bid response.		
13	The Bidder must undertake to replace the IFEC after delivery, in case it is found defective in IFE Systems and bear the associated costs thereof.		
14	The Bidder agrees to undertake that all products delivered by the CSP must be free from any claim, by way of infringement of copy right, licenses, permissions, approvals, trade mark, industrial design, etc and the CSP has to indemnify AIESL and its Customer against any claims for such infringement.		
15	Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have: <ul style="list-style-type: none"> <li>▪ Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or</li> <li>▪ Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.</li> </ul>		
16	Possession of PAN number is a must at the time of application of the tender. Self-attested copy of PAN Number should be enclosed. Additionally, self-attested copy of Income Tax Return of preceding 02 Financial years should also be enclosed.		
17	The bidder must possess GST Registration Number at the time of application of the tender. Self-attested copy of GST Reg. Number should be enclosed.  In case, the bidder does not possess the GST Registration Number, they need to give an undertaking that they will apply for and obtain the GST Registration Number, if the subject contract is placed on them by AIESL.		
18	Applicable (CGST & SGST/UTGST or IGST) in %		
19	Whether in the instant tender items are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST).		

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20	Bidder should submit individual directors / Proprietors / Partners Aadhar Card / PAN Card / DIN Details (In case of Public Ltd. / Pvt. Ltd. companies) against the One Bid Per Bidder clause.  <b>In case of Pvt. Ltd / Public Ltd. companies' bidder should also submit Share Holders details against the clarification if required.</b>		
21	Bidder should have not been black listed by any of Governments Authority or public Sector Undertaking (PSUs) in the last three years in India.  <b>An undertaking has to be submitted in the bidder's official letterhead.</b>		
22	Bidder should submit the Power of Attorney against the authorized signatory of the bid.		
23	Besides the above eligibility criteria, a team of AIESL Officials may also visit the Factory premises / production facility of the bidder to assess their infrastructure and capability as per AIESL's request.		
24	Tender document should be duly signed, stamped, and completed in all aspects (pages).		
25	This is a no deviation tender. Deviation taken in any clause of the tender shall be liable to rejection of the bids.		

**Date:**  
**Place:**

**Bidder Signature:**  
**Name & Designation:**  
**Company Name & Seal:**



**WORKSCOPE FOR PROPOSED IFE CSP (CONTENT SERVICE PROVIDER)  
TENDER**

**Tender for Appointment of In-Flight Entertainment (IFE) Content Service Provider (CSP) for Curated In-Flight Entertainment Content on-board two B777 aircraft serviced by AIESL (Non-commercial aircraft with Panasonic eX3 and eXW IFE Systems)**

**Definitions & Acronyms as used in this Tender**

- a) The term "Request for Proposal" shall mean Tender
- b) The term "AIESL" shall mean AI Engineering Services Limited
- c) The term "Bidder" shall mean the one who has signed the Tender Form and submitted the quotation in response to this Tender.
- d) The term "Contract" shall mean the agreement entered by AIESL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- e) The term "Days" used herein shall mean the working days of AIESL.
- f) The term "Services" shall mean the services referred to by **Annexure-A**.
- g) The term "Successful Bidder" shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- h) In-Flight Entertainment, hereafter referred to as IFE.
- i) Content Service Provider, hereafter referred to as CSP.
- j) Video and Audio programmes, Audio CDs, Audio books, Movies, Films, Short Subject programmes, hereafter referred to as IFE Content - IFEC
- k) Audio Video on demand hereafter referred to as AVOD
- l) In-Flight Entertainment systems hereafter referred to as IFE Systems or IFES
- m) Earnest money deposit hereafter referred as EMD.
- n) Security Deposit hereafter referred as SD.
- o) Free of Cost as FOC
- p) Airline Release Date – ARD
- q) As Required by AIESL -ARAIESL.
- r) Bengali – BEN.
- s) Classic – CLSC.
- t) English – ENG.
- u) Episodes – EP.
- v) French – FRA.
- w) German – GER.
- x) Gujarati – GUJ.
- y) Hindi – HIN,
- z) IFE Content – IFEC.
- aa) IFE Systems – IFES.
- bb) Initial Licensing period – ILP.
- cc) International – INTL.
- dd) Indian – IND.
- ee) Japanese – JAP.
- ff) Kannada- KAN.
- gg) Languages – LANG.
- hh) Malayalam – MAL.
- ii) Movies -Mvs,
- jj) Latest – LTST
- kk) Month – MTH.
- ll) Monthly – MNTLY.
- mm) Marathi – MAR.
- nn) Minutes – MIN.
- oo) Nett Bid Value – NBV
- pp) Not Required – NR.
- qq) Play Period – PLP.

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- rr) Punjabi – PUN.
- ss) Quantity – QTTY.
- tt) Regional – REG.
- uu) Short Subject Content Episodes – SSCE.
- vv) Subtitles – SUBT
- ww) Subject to Change – STC.
- xx) Tamil – TAM.
- yy) Telugu- TEL.
- zz) Yearly – YRLY.
- aaa) Screen Data Specification related to Metadata for the Panasonic IFE System – SDS.
- bbb) Content Integration and Interactive Software Licence Agreement- CIISLA.
- ccc) Government of India- GOI.
- ddd) Bring Your Own Device- BYOD (Wi Fi)

## **1. INTRODUCTION AND GENERAL DETAILS**

- a) **Purpose of this AIESL Tender:** AIESL requires Curated In-Flight Entertainment Content (IFEC) for its In-Flight entertainment (IFE) requirements for two B777 aircraft serviced by AIESL (non commercial aircraft with Panasonic eX3 & eXW IFE System) for which it invites sealed bids from eligible bidders, meeting the mandatory pre-qualification criteria specified in this Tender, for appointment of a Content Service Provider (herein after referred to as the CSP) for In-Flight Entertainment (IFE).
- b) The award of the proposed contract to the Successful Bidder shall be effective from the date of issue of LOI/Contract and the term of the proposed contract shall be **5 years**.
- c) AIESL may avail all or part of the services offered by the CSP during the period of the contract.
- d) AIESL at its sole discretion may increase or decrease the quantities of IFEC under different genres & at different play periods. **AIESL at its sole discretion may increase or decrease the play period during the validity of the contract. (4 to 6 cycles per year.) at the same terms and conditions.**
- e) Effective date of the contract, the successful bidder shall cover services for a **5-year** period, unless earlier terminated as per the terms and conditions of the contract.
- f) **Licensing of existing & future IFEC:** "Due to the important fact that this IFEC is being utilised for non-commercial purposes, the CSP shall submit documentary proof of licensing agreements from IPRS, PPL, RMPL, ISRA, NOVEX, MPA for all content. Relicensing must be completed at least 30 days prior to each play cycle. Content that cannot be relicensed must be mandatorily removed from the IFE systems.
- g) Due to the important fact that this IFEC is being utilised for non commercial purposes, i.e. not for any public or paid public performance, the CSP will ensure that all licensing is in place from IPRS, PPL, RMPL, ISRA, NOVEX, MPA, wherever required for playing IFE Content covered by such licensing bodies for non commercial operations.
- h) The "scheduled play date" shall be the 1<sup>st</sup> day of the calendar month. The effective date must consider for re-licensing of existing IFEC on board aircraft until the new licensed IFEC is provided by successful bidder on all IFE systems. It will be the responsibility of the selected bidder to re license the existing, on board, IFEC on all IFE systems as far as possible or remove such content from the entertainment systems which cannot be relicensed.
- i) CSP shall, from time to time, and at all times hereinafter, indemnify and keep indemnified and save and protect AIESL and its Customer from and against all action, claims, demands, proceedings, damages, losses, costs, charges and expenses for infringement and alleged infringement of any rights relating or pertaining to the programs which are procured and sourced by CSP and/or the use and exploitation thereof or any part thereof or any other liability that AIESL or its Customer may otherwise incur by reason of, or concerning, or relating to the exhibition of the programs by AIESL and its Customer as provided in this Contract.
- j) If AIESL is prevented from exhibiting the programs by reason of a claim that the same or any part thereof infringes some copyright or other property right, then and in such event, CSP shall, without prejudice to AIESL's other rights and remedies under this Agreement or in law, promptly obtain for AIESL the right to continue to exhibit the programs.

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- k) **Invoices with Supporting Documents, Billing and Payment, Digital copy of IFEC:**  
The successful Bidder will provide Invoices, signed & with company seal for verification, certification for payment, for each play period, under individual heads of IFEC & technical process, data grids that include – Encoding specs, Run Time, Validity of IFEC as per ILP, respectively bifurcated for each title, with all necessary supporting documents, including Deal Memo and Program Order Form for every title in respective play period (with only the rates blanked out) as proof of purchase of title for use on AIESL serviced aircraft. **Payment will be made within 45 days of receipt of the invoice.**
- l) Successful bidder should have a registered office in India, they must raise the invoice in INR. The prevalent Base Exchange Rate will be the BC Selling Rate of the State Bank of India, Parliament Street, New Delhi at the invoice date. **Digital copy of IFEC:** All IFEC except Hollywood Content, as presented for each play period will be stored in digital format for records.
- m) **Billing:** The Billing Cycle shall commence from the last day of the scheduled play period which as at present it is of 2 months.
- n) AIESL will not be liable in any way to a delay to payment of invoices if the required supporting documents are not attached and verification and certification is thereby delayed.
- o) No Advance payment shall be made by AIESL Limited.
- p) Payment of the undisputed amounts will be made through ECS (Electronic Clearance Service) mode.
- q) The payment shall be made after deduction of all applicable taxes including Tax Deducted at Source (TDS)/Withholding Tax

## 2. **SERVICE DELIVERY:**

- a) The Successful Bidder must start providing the services mentioned in the Tender within one (1) month from the date of issue of Letter of Award (LOA).
- b) The Bidders who submit their Bid are deemed to have agreed to comply with all the conditions of this Tender including the commencement of services within the period mentioned aforesaid.
- c) The "scheduled play date" shall be the 1<sup>st</sup> day of the calendar month. The scheduled play date must take into account the re-licensing of existing IFEC on board AIESL aircrafts until the new licensed IFEC is provided by Successful bidder on all of the AIESL IFE systems. It will be the responsibility of the Successful Bidder to re license the existing IFEC on board the IFE system on the aircraft or remove such content from the entertainment system, if it cannot be re-licensed.

## 3. **INSPECTION OF THE BIDDER'S FACILITY**

- a) AIESL reserves the right to inspect the Bidder's facilities at any time without advance notice, during the period of the contract, as per details in **Annexure E** in order to establish continuous capability of the successful Bidder to comply with the terms and conditions of this Tender including the commencement of services within the period mentioned aforesaid.
- b) For the avoidance of any doubt, it is hereby clarified that, the term "existing facilities", referred to herein means the facilities as mentioned in **Annexure E**.
- c) During such inspection, any or all documents pertaining to IFEC License, Deal Memo, Program Order Form for every title, may be required and the CSP will comply & cooperate, except for such of the documents where their procurement rates are mentioned but this may be furnished with the rates blanked out.

## 4. **CONTRACT VALIDITY AND EXTENSION:**

- a) The validity of the Contract would be from the date of issuance of LOI/Contract and the term of the proposed contract shall be 5 years.
- b) The prices in the Commercial Bid shall remain constant for the entire tenure of the contract of 5 (five) years. No request for increase in price shall be entertained during this period of 5 (five) years.

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## 5. **PENALTIES:**

- a) Liquidated damages: In case the Successful Bidder fails to deliver/provide any or all the IFEC (Partly or Fully) at the Stipulated Place In Time and in the Required Quality, the Successful Bidder shall become liable to pay and shall pay to AIESL by way of penalty 1% of the undelivered content per week or part thereof subject to a maximum of 5% (five percent).
- b) Not meeting quality standards: No payment will be made for the specific IFEC not meeting the agreed quality standards and in addition will attract penalty of 5% (five percent) of the invoice amount.
- c) Quality content must be from reputed studios as mentioned for Hollywood Movies.
- d) Picture quality after encoding and integration must play on IFE Systems.
- e) High resolution images of the IFEC for Graphical User Interface in desired sizes must be error free.
- f) Synopsis in Hindi and English must be grammatically correct.
- g) Aspect ratios must be well defined.
- h) Subtitling language must be grammatically correct.
- i) Abusive language must be edited or muted, in IFEC.
- j) The penalties / deductions so computed, shall be deducted from the Successful Bidder's pending invoices / or from the security deposit which has then to be replenished to the original amount/level.
- k) AIESL further reserves the right to terminate the Contract in the event of continued delay in providing Services and/or not meeting the quality standards as desired by AIESL, and/or any of the reasons as listed herein, and to issue a fresh Contract on any other source at the cost and risk of the successful Bidder.

## 6. **Representations and Warranties to be given by the Successful Bidder in the Contract.**

- a) The Successful bidder must provide the following representations and warranties as regards to the Contract to be executed, which shall remain true and valid throughout the term of the Contract:
- b) It is a company duly incorporated and validly existing under the laws of its incorporation.
- c) It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver this Contract and the performance of the obligations thereunder.
- d) The Contract shall constitute a legal valid and binding obligation against it and is enforceable against it in accordance with the terms herein.
- e) The execution, delivery and performance of the Contract shall not conflict with, result in the breach of, or constitute a default under any law, rule, regulation, authorisation or approval of any government agency or body, or under the terms of any covenant, agreement, understanding decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of applicable laws.
- f) It shall compensate AIESL for any damage or loss or caused to the premises/equipment/property of AIESL or any third party on account of negligent act/performance on the part of its personnel.
- g) It shall perform all its obligations under the Contract with due care and diligence and in a skilful and business-like manner.
- h) It shall comply with all such directions issued by AIESL from time to time.
- i) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by applicable law which may result in any material adverse effect or its ability to perform its obligations under the Contract.
- j) It has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, has or may have a material adverse effect on its ability to perform its obligations under the Contract.

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- k) There are no actions, suits, proceedings, or investigation pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in a breach of the Contract or which individually or in the aggregate may result in any material impairment or its ability to perform its obligations under the Contract.
- a) It is and shall be able to pay its debts as they fall due for payment and is otherwise solvent as per applicable laws, it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed for the whole or any part of its assets or any right, it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing.
- b) It is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to it.
- c) All taxes due and payable by it have been paid, and all tax return and reports required to be filed by it have been correctly filed and on time. There are no claims now pending or matter under dispute with any taxing authority in respect of any tax of the Successful Bidder.
- d) It shall be responsible for the payment of all and any taxes including income tax and all similar taxes and levies in respect of its fees, duties, fines, penalties, etc., by whatever name called as may become due and payable under any laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered under the Contract.

## **7. SUBCONTRACTING:**

- a) There will be no sub-contracting or delegation or outsourcing of any of the Services to any entity other than the applicant/bidder.
- b) The Successful Bidder shall not sub-contract, or delegate or outsource any of the Services to a third party.
- c) In event the Contract is sub-contracted or assigned to other vendors, AIESL reserves its right to terminate the Contract and take appropriate action against the Successful Bidder for breach of the Tender conditions. However even after sub-contracting the Successful Bidder shall at all times remain liable to AIESL and its Customer for the same.

## **8. RECOVERY OF SUMS DUE:**

- a) Whenever under this Contract any sum of money is recoverable from the Bidder, AIESL shall be entitled to recover such sum from the monthly bills and the security deposit held by AIESL.
- b) In the event of the said security deposit being insufficient, the balance of total amount recoverable shall be deducted from any sum due to the Bidder under this or any other Contract with AIESL.
- c) Also, must this amount be insufficient to cover the said amount recoverable, the Successful Bidder shall pay to AIESL on demand the balance amount, if any, immediately but not later than 14 (fourteen) days of the demand along with the interest @ 18 % (eighteen percent) per annum from the due date specified in the demand notice.
- d) If any amount due to AIESL is so set off against the said security deposit, the Successful Bidder shall have to make good, the said amount immediately but not later than 14 (fourteen) days, in order to restore the Security Deposit to its original value. Non restoration of such Security Deposit will be treated as event of default, leading to right of AIESL to take appropriate remedial action, including termination.
- e) AIESL reserves the right to deduct from the Successful Bidder's invoice, for any loss or damage caused to AIESL Employees/ cargo/ plant / equipment / machinery / building or any other property of AIESL or any damage caused to any third party by negligence or due to any other reason attributable to the Successful Bidder including its employees.

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## **9. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (NDA)**

- a) The Bidder/Successful Bidder/AIESL shall at all times keep confidential, all information acquired in consequence of this Tender, including (without limitation) the information concerning the technology, technical processes, business processes, procedures, personal data, business affairs, financial affairs of each other (hereinafter referred to as Confidential Information).
- b) Confidential information means information that is designated as 'confidential' or which by its nature is clearly confidential.
- c) The Bidder/Successful Bidder/AIESL shall not disclose the confidential information to any other third party, without the prior written consent of each other, or required to be disclosed at law.
- d) However, they may be entitled or bound to disclose such Confidential Information under compulsion of law and to comply with applicable laws or under a valid order of a competent court where requested by governmental or regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services
- e) As such, the Bidder/Successful Bidder/AIESL agree 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.
- f) The Bidder/Successful Bidder/AIESL agree to sign the Nondisclosure Agreement (NDA) and all details 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.
- g) A breach of this confidentiality may result in the Contract being terminated in addition to any other remedy the Bidder/Successful Bidder/AIESL may have.

## **10. EXTENSION/TERMINATION OF AGREEMENT/CONTRACT:**

- a) The Contract may be terminated under the following circumstances:
- b) The validity of the contract/agreement comes to an end IPSO FACTO by efflux of time unless otherwise renewed/ terminated. The contract period shall come into force on is\_\_\_\_\_. There shall be no lock-in period under the contract.
- c) I there is a breach or non-observance/non-fulfilment by the Successful Bidder of any one or more of its obligations under the contract and/or contractual documents, if any, and such breach or non-observance/non-fulfilment continues for a period of more than three months after receipt of notice from AIESL to remedy such breach or non-observance/non-fulfilment, then AIESL shall without prejudice to its other rights under any contract and/or contractual documents, if any, shall have the right to terminate the Contract or any relevant part thereof. In such case, the Successful Bidder shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account. If there is a change in AIESL's requirement as regards the obligations of the Successful Bidder stipulated in Tender, the Contract shall be terminated with six months' advance notice.
- d) In the event of breach of confidentiality, the contract can be terminated by AIESL with six month's notice period.
- e) The Contract can be terminated by AIESL at any time during the term of the Contract without assigning any reasons and liability on AIESL.
- f) In case of failure of the Successful Bidder to perform its obligations to the satisfaction / requirement / standards of AIESL, AIESL reserves the right to claim from the Successful Bidder for any loss sustained due to unsatisfactory performance of the Contract, including the right to terminate the Contract.
- g) AIESL may at any time terminate the Contract with immediate effect, if bankruptcy or liquidation proceedings are commenced or likely to be commenced against the Successful Bidder or if it enters into or is likely to enter into any arrangement or compromise for the benefit of its creditors generally or if a liquidator or receiver is appointed for its assets.
- h) AIESL may terminate the Contract if it comes to the knowledge of AIESL that, the Successful Bidder has obtained the Contract vide non-Bonafide methods of competitive bidding.

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- i) The Successful Bidder shall have a right to terminate this Agreement after giving a 6 (six) months advance notice to AIESL, of its reasons for termination. During this period of 6 (six) months, AIESL and the Successful Bidder, may initiate discussions for purpose of resolution of the said reasons. In the event a resolution is achieved by AIESL and the Successful Bidder, the Contract shall not be terminated, and the Successful Bidder shall provide the Services, in the same manner, as it was providing prior to such notice of termination.
- j) For the avoidance of any doubt it is clarified, that the Successful Bidder during the aforesaid notice period shall continue to provide the Services, in the same manner, as it was providing prior to such notice of termination served by AIESL on the Successful Bidder or vice versa.

## **11. INTEGRITY PACT**

All Bidders shall sign the integrity pact with AIESL and submit the same along with their technical bid. The Integrity pact document is attached as **Annexure – H** of this Tender document.

## **12. CONTRACT SURVIVABILITY:**

**Contract survivability:** In the event the Successful Bidder is acquired by, or merges with another company/entity/organization by operation of law or in any other manner, the terms and conditions of the Tender/Contract applicable to the Successful Bidder shall remain in full force and effect on the new entity and the Successful Bidder shall at all times remain liable to AIESL, with regard to the obligations mentioned herein. AIESL shall however have the discretion and option to terminate the Contract in such an event.

## **13. COMPLIANCE WITH THE APPLICABLE LAWS:**

- a) The Successful Bidder shall comply with all laws in force in India and in force in the countries from where the In-Flight entertainment content is procured and comply with all the laws whether prevailing in India or elsewhere with regard to the Services as mentioned in this Tender.
- b) The laws will include all national, provincial, municipal, or other laws that affect the performance of the contract and are binding upon the Successful Bidder.
- c) The liabilities of all statutory /legal mandatory regulations /obligations regarding manpower / product / services will be borne by the Successful Bidder.
- d) The Successful Bidder must indemnify AIESL and its Customer from any breach of any government regulation/infringement of laws, such as copyright act, trademark act, PF regulation, ESI regulation, Labour laws, Minimum wages act, etc.

## **14. INDEMNITY**

- a) The Successful Bidder shall indemnify AIESL and its Customer against the payment of penalty/third party claims/damages/loss of property of AIESL, its subsidiaries or any other party arising due to the negligence on part of the Successful Bidder and/or its employees.
- b) The Successful Bidder shall also indemnify AIESL and its Customer for making good any claim/penalty/loss or damages, including costs (including counsel fees and legal cost) thereof, in respect of any breach or violation of any provisions of any law, including labour laws governing the employees of the Successful Bidder. In case of any failure to make good the above/any losses/expenses to AIESL, the same shall be deducted from the amounts to be paid to Successful Bidder, as per the bills raised, or may be deducted from the security deposit or from any payments to be made to the Successful Bidder under the Contract.
- c) For the avoidance of any doubt, it is hereby clarified that the Successful Bidder shall be solely liable for accidents, injuries, death and/or damages caused to any individual/s and/or property of AIESL and/or any third party, due to negligence of its employees, during performance of their duties under the Contract and shall indemnify AIESL and its Customer and/or its employees, from costs or liabilities, arising therefrom (including counsel fees and legal cost).

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- d) The Successful Bidder shall be liable to keep AIESL and its Customer indemnified against any claim or claims whatsoever and any liabilities, that may arise on account of the Successful Bidder's failure to comply or adhere with any statutory obligations, legislations, regarding the laws governing intellectual property rights whether in India or any other country as applicable. AIESL shall be entitled to deduct any amounts to make good the above/any losses/expenses incurred by AIESL on account of such claims or liabilities. The decision of AIESL as to the amounts to be deducted shall be final and binding on the Successful Bidder.
- e) The provisions of this Article shall survive the termination or expiration of the term of the Contract.

## **15. DISPUTE RESOLUTION AND ARBITRATION**

- a) Any dispute arising between the Bidder/Successful Bidder and AIESL in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be settled by negotiations between the authorised representatives of the Bidder/Successful Bidder and AIESL (Parties).
- b) If the dispute remains unresolved after a period of 90 days from the date when the negotiation has started, then the unresolved dispute/difference shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996, and the award made in pursuance thereof shall be final and binding on the Parties. The arbitral tribunal shall consist of a sole arbitrator to be mutually appointed by the Parties. The venue of arbitration shall be Mumbai and the arbitration proceedings shall be carried out in English. The cost of the arbitration shall be borne by the Parties as per the award of the Sole Arbitrator.

## **16. JURISDICTION:**

The construction, interpretation, validity and performance of this Tender and/or Contract shall be governed by the laws of India. Any dispute whatsoever, arising out of or in connection with the Tender and/or Contract shall be subject to the jurisdiction of the courts at Mumbai only, subject to the clause of dispute resolution and arbitration aforesaid.

## **17. FORCE MAJEURE:**

- a) The Bidder/Successful Bidder/AIESL (herein referred Party/Parties) shall not be liable for, nor be in default by reason of any failure or delay in discharge of its obligations under this Tender/Contract, where such failure or delay is caused by any act, including but not limited to any act of God, , fire, flood, gales, storm, lightning, earthquake, explosions or other catastrophes, accidents, weather, , epidemics, quarantines, lock out, hostilities, revolution, civil commotion or public disorder or any other cause beyond its control.
- b) The Party encountering and affected by such causes and event shall inform the other in writing immediately of such an occurrence event and will shall use its best reasonable efforts to minimize the economic and other effects and rectify as soon as possible any harm or delay created thereby shall reasonably allocate its available resources, giving priority to their obligations under this Tender/Contract.
- c) For the avoidance of any doubt it is clarified that, payment obligations of AIESL shall be excused due to an event of Force Majeure.

## **18. GROUNDS FOR REJECTION OF BIDS:**

The bids are liable to be rejected forthwith, without being evaluated, on the below grounds:

- a) If the Tender has been received after the closing date / time of the Tender.
- b) If only the technical bid has been received and the Commercial bid has not been received, and vice versa.

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- c) If the Tender has been received by email or fax, instead of in separate sealed / closed covers.
- d) If the Tender has not been signed by the authorized signatory of the Bidder.
- e) If the Tender is received without the signed integrity pact in the bid.
- f) If the bidder's response is not received in sealed condition and if the bids are not deposited in the Tender box at the designated address as mentioned in the Tender document.
- g) If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or submission of illegible copies or unexplained materials and/or bids not received as per the desired formats & bidding instructions.
- h) If the price bid indication has been provided in the technical bid response
- i) If the bid response is not presented neatly and corrections if any are not duly authenticated with full authorised signatures of the person who has signed the bid document,
- j) If the bid has been received without the undertaking of acceptance of all terms & conditions
- k) If the bid (technical/price) is incomplete.
- l) The above list is only illustrative and there can be other relevant grounds of rejection of bids.
- m) "Bids from GOI/PSU blacklisted vendors shall be rejected

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## Annexure A: Mandatory Pre-Qualification Criterion of the Bidder

1	The prospective Bidder shall be a Content Service Provider (CSP), of repute internationally, falling within the definition as mentioned in Annexure-B, Further the aforesaid shall be Company, duly incorporated and validly existing under the laws of its incorporation
2	<b>The Bidder must have been in the IFEC Service Provider business since 5 (Five) years preceding the date of issue of this RFP, with at least 5 full service international airline contracts for wide bodied aircraft - at least two of which shall be B777/other wide body aircraft equipped with Panasonic eX3 &amp; eXW IFE System.</b> <b>OR</b> <b>The bidder has successfully provided Curated In-Flight Entertainment Content (IFEC) for at least two B777 non-commercial operator two any other type wide bodied non-commercial operator /State aircraft equipped with Panasonic eX3 &amp; eXW IFE System for at least 5 (Five) years preceding the date of issue of this RFP.</b>
3	It is hereby clarified that the said Bidder shall have a full-fledged functioning office, for the purpose of satisfying the terms and conditions mentioned in the RFP.
4	The prospective Bidder for this RFP, must provide letters of recommendation to AIESL from five (5) of its full service international airline contracts clients, (02) of whom must have Panasonic IFE System, in their equipped fleet, providing regular, scheduled domestic, regional and intercontinental service.
5	AIESL requires contact details for at least five (5) full service international airline clients for reference checks.
6	The Bidder shall provide AIESL with a list of Key Account Manager/s who will manage the work elaborated in the Definition of CSP for IFE as explained in Annexure 'B' thereof – 'Summary of Requirements for Curated IFE & Work Scope'.
7	The Bidder must bid for all services mentioned hereunder in the Work-scope referenced at Annexure – B, Bidding of part services will be rejected.
8	<b>Bidder's Average annual turnover, arising out of providing IFEC to Airlines for the last three years, must be at least Rs. 5,76,83,430.00 (USD @ 95.64), which is required to be supported by audited / certified / approved segmented Profit &amp; Loss accounts for the last 3-year duration.</b>
9	The Bidder must agree and confirms that he will maintain Initial Licensing Period /Timelines etc as specified in Annexure B, and Holdover of such IFEC as per the ILP stated in the Commercial Bid
10	The prospective Bidder must provide letter of recommendations from 3 Hollywood studios and 3 Indian film distributor / Studios.
11	A certificate accepting all the terms and conditions unconditionally of the RFP must be submitted on the bidder's letter head in the format as given at Annexure- H
12	The Bidder must sign the Integrity Pact document attached along-with this RFP document as Annexure – I and submit the duly signed document along with their technical bid response.
13	The Bidder must undertake to replace the IFEC after delivery, in case it is found defective in IFE Systems and bear the associated costs thereof.
14	The Bidder agrees to undertake that all products delivered by the CSP must be free from any claim, by way of infringement of copy right, licenses, permissions, approvals, trade mark, industrial design, etc and the CSP has to indemnify AIESL and its Customer against any claims for such infringement.



**Annexure B:**

**Summary of Requirements for Curated IFEC and Work Scope**

- a) AIESL presents herewith the Summary of Requirements for IFE & Work Scope that are required to be understood and complied with by the prospective bidders in its response to the Tender document.
- b) Adherence to Timelines of delivery of IFEC to AIESL being the uppermost priority in IFE activity, a CSP for In-Flight Entertainment by definition must be a company currently functioning as a provider of a variety of audio and video content for in-flight entertainment equipped aircraft of airlines, with different IFE systems and by this definition a CSP for IFE shall not be a primarily standalone television channel or movie production house or Movie distributor or a technical studio or content aggregator for in-flight movies or programs.
- c) The CSP for In-Flight Entertainment must be in the business of supplying of valid & licensed Video and Audio IFEC & basic functions must further include to provide a choice of old & new content from various Hollywood studios & various other sources of content in various Indian & other international languages & countries for selection by AIESL's IFE Recommending team.
- d) This definition shall also extend to include the various additional activities of negotiation and contracting with distributors and other third parties for checking & securing airline licensed/copyright/permissions clearance of video and audio titles and encoding of video/audio IFEC as required by IFE systems as well as the integration of all content for Panasonic systems in the correct format as required for B777 aircraft type/system with quality control of all deliverables.
- e) The CSP for In-Flight Entertainment must be fully equipped with manpower & technical equipment to manage delivery of IFEC for the play periods ranging from weekly, fortnightly, monthly, etc as will be required by AIESL from time to time for part or whole of the IFEC selected.
- f) The CSP for In-Flight Entertainment must be fully equipped to provide the programming grids (with program titles, language, duration, file name, categories etc) , content promos for AIESL's IFE systems for every play period & promotional materials that will include, but are not limited to, posters, content synopsis, JPEG Colour Images, Run Time, Cast/Artist, Director, Rating, in available languages and track name (as appropriate), if required.
- g) The CSP for In-Flight Entertainment must be capable of compiling & maintaining the structured & descriptive Meta data and Screen Data Specification (SDS) documentation required during integration of all IFEC as necessary for the Panasonic IFE System.
- h) All IFEC shall be utilised as required by AIESL for aircraft serviced by it under advice to the successful Bidder CSP.
- i) For Hindi Latest & Classic Movies & Indian Regional Movies, it is important to propose for selection of a variety of Movies to keep the content updates as fresh as possible.
- j) Hollywood Latest Movies, Hollywood Modern Movies, Hollywood Classic Movies curated proposals must be sourced from Hollywood movie Licensor/Studios especially the Big Five majors, such as Universal Pictures, Paramount Pictures. Warner Bros Pictures, Walt Disney Pictures, Columbia Pictures, Metro-Goldwyn-Mayer (MGM) & other Hollywood movie Licensor/Studios.
- k) INDIAN SHORT FILMS & INTERNATIONAL SHORT FILMS are profiled as short films ranging in run time of between 15 to 45 minutes released or showcased at Indian & International Film Festivals, which may or may not have seen theatrical release.

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- l) Each Short Subject Content Episode must be a complete Episode as originally produced & must be presented as such. An originally complete Episode cannot be divided into parts to produce more episodes.
- m) Short Subject IFEC with an Indian theme / based on India / having Indian Content/ in Hindi will be categorized as Hindi Content even if the episode uses English as the language of communication. Licensing period per each Episode is typically two (2) months or more depending on each genre of IFEC, whether Indian or International.
- n) Audio content: Compiled Audio, Compiled & Presented by a host Audio, CD Albums in audio content are available as Audio channels, selectable via the interactive menus on AVOD will not be deleted but content will be added until a total of 1,000 hours are reached. Thereafter, new content will replace older compilations as decided by AIESL. The audio-on-demand section comprises a library of CDs & shall be removed as per the periodicity of IFEC change at the discretion of AIESL.
- o) Audio Genres: One Hour Compilations: Indian Instrumental, Western Instrumental, Indian classical, Indian western, Indian regional, Bollywood hits, Ghazals, English pop, Dance hits, Children, Nostalgia, Country, Rock, Jazz, Japanese, French, German, etc.
- p) Audio Books: One to Nine hours Books inclusive of Chapters in different Genres: Non Fiction Classic Fiction, Modern Fiction, Business, Sports, Junior Classics, Poetry, Biography Music, Philosophy, Drama, Children, etc.
- q) Edit and Compliance: CSP must ensure that the content provided is as per the IFE guidelines and must edit the content to the requirement of AIESL. "Editing of Frontal Nudity and explicit sex scenes, editing of derogatory portrayal of India or Indian Citizens, editing of excessive violence, editing of strong language and swearing words (including those appearing in subtitles), editing of scenes of reference to aircraft crash, hijack, disasters and hostage taking, editing of controversial political issues, editing of religious content including scenes which are disrespectful to sacred animals, Possession/Satanism."
- r) Promotional Compilation: CSP shall produce a promo or promotional compilation for each play period on new content that has been included. This promo shall exclude any holdover content already existing on board IFE System.
- s) Timelines of Program for every Play Period from AIESL receiving Curated Proposals to Selection to Delivery from Panasonic: AIESL recognizes the importance of the timeline / time frame for the approval for the programs, as mentioned below. If required, and felt that the timelines agreed are not sufficient, same will be reviewed. In case AIESL does not respond within the agreed / stipulated timeline, it will be confirmed / construed as deemed not approved.
- t) Timelines from Proposal to Delivery (D), The term "Days" used herein shall mean the working days of AIESL.
- u) **SUBMISSION OF CURATED PROPOSALS BY CSP TO AIESL: D-90 DAYS BEFORE PLAY DATE.**
- v) **FINAL SELECTION FROM CURATED PROPOSALS CONVEYED TO CSP BY AIESL: D-60 DAYS BEFORE PLAY DATE.**
- w) **DELIVERY OF ENCODED CONTENT FOR INTEGRATION TO PANASONIC BY CSP: D-35 DAYS BEFORE PLAY DATE.**
- x) **DELIVERY OF INTEGRATED CONTENT TO AIESL AT MUMBAI OR DELHI: D-5 DAYS BEFORE PLAY DATE**
- y) Curated IFEC proposals must be provided to AIESL for selection: AIESL maintains the right to reject, replace and add to the recommended titles. Further AIESL reserves the right to select

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specific IFEC of its own choosing, which the CSP shall be required to deliver, as long as the rights have been cleared for in-flight viewing and the pricing matches the commercial bid.

z) **Quantity of Curated Proposals:** AIESL will convey to the successful bidder CSP the number of Titles it proposes to include in a forthcoming play period and the CSP must provide a minimum of triple the quantity of curated proposals in terms of each genre (Video & Audio) for selection. The CSP is further encouraged to provide as many titles as are available for In-flight viewing for that particular play period.

aa) All Curated Proposals: must be provided for initial viewing/listening before actual selection takes place, through links, password, OTP, Access Verification App or by any other mode applicable

bb) **Languages:** Movies must be in particular languages, as necessary and available, This may include English, German and other European languages as well as several Indian languages like Marathi, Punjabi, Gujarati, Bengali, Tamil, Malayalam, Telugu and Kannada & any additional Indian Regional Language that may be required during the period of the contract. Movies that are dubbed are to be avoided to avoid lip sync issues.

cc) Additional language options are IFE System specific and will be required accordingly.

dd) **Delay to Delivery of IFE Content:** If a delay to content change is caused by means and spheres not under control of the CSP e.g. responsibility of the content and metadata integrator for particular Hollywood content, which could be the IFE hardware provider, or responsibility of courier services for delayed or lost shipments, or AIESL itself due to outstanding balances in payments claimed by the CSP, additional license fees will automatically apply for extensions of exhibition cycles beyond the holdover period or the Initial Licensing Period.

ee) **Play Period & Quantities:** Quantities of respective content under all genres will be provided as required prior to each play period. Currently the play period is two months but can be decreased or increased at the discretion of AIESL. Though IFEC shall be screened on board for periods as required, AIESL will retain the screening rights for all IFEC for an extended period equal to the initial licensing period.

ff) If in an eventuality the IFEC is delayed in any way, the CSP shall be responsible for licensing IFEC for the said extended period. IFEC will be "Holdover" as per Initial Licensing Period mentioned in the Commercial Bid & must be retained on the IFES.

gg) The CSP shall also be responsible to remove/delete the respective IFEC which has or will exceed the licensing period falling beyond the licensed holdover period.

hh) The IFEC under each Genre will be retained & utilized as 'Holdover' , as per the "Initial Licensing Period" (ILP) and the amount quoted in the bid will be for & as per "Initial Licensing Period" (ILP) only & there will be no additional cost if retained beyond the two month play period.

ii) All shipment and associated courier fees or charges including those for transportation, documentation, duty clearance or to Smart Jog the encoded files to Panasonic facility that are incurred up to and inclusive of the final delivery of content to AIESL offices in..... Delhi will be borne by the CSP.

jj) **Documentation:** All relevant documents required for supplying/shipping the items are to be submitted by the CSP at their own cost.

kk) The CSP must provide all relevant documentation as and when required by AIESL ( link agreement, purchase orders with licensed period, Deal Memo, Program Order Form with rates blanked out) or any document required by other regulatory authority during the period of agreement.

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ll) Subtitling: All Movies whether Hollywood, International, Hindi, Indian Regional, will carry grammatically correct English Subtitles including Short Films. If any specific content is devoid of English subtitles, then the same may be highlighted specifically during curated proposal submission.

mm) **Encoding: CSP must provide Encoding for all IFEC. Audio IFEC cost must include cost of encoding. Video IFEC cost must include cost of encoding for all genres. All encoding cost shall be borne by the CSP.**

nn) Integration of IFEC on Panasonic eX3 and eXW IFE Systems: During the integration process, the CSP shall be responsible to remove/delete the identified IFEC which has or will exceed the licensing period falling beyond the licensed holdover period or beyond the Initial Licensing Period. IFEC integration, on Panasonic System required by AIESL, will be the responsibility of Panasonic as per the CIISLA agreement between AIESL and Panasonic and the responsibility for sending all Metadata's and SDS (Screen Data Specifications) to Panasonic will be that of the CSP. The bidder CSP will bear all costs towards sending in a secure environment, the encoded files to Panasonic for Integration, be it via Smart Jog or by the use of any application or combination of internet applications to deliver large files in a secure environment, and the successful bidder CSP will bear all such costs incurred.

oo) It is further emphasised that the successful bidder CSP will bear all costs from Panasonic towards any training needs of the CSP's personnel in the period of the agreement.

pp) **Metadata (English & Hindi):** Images and Synopsis for Panasonic IFE System are required for the Graphic User Interface in English & Hindi as per the specifications of Panasonic IFE System, in reference to each item of New Media delivered, The CSP must ensure that full colour, high resolution images are available for all media items selected for AIESL's IFE systems and deliver to the media integrator, according to the designated schedule. Complete specifications for the Graphic User Interface images shall be provided to the CSP upon commencement of this process.

qq) Hindi translation of IFEC for the GUI: All IFEC Meta Data as per requirements details for the GUI are needed to be translated into Hindi and the CSP must be equipped to handle this activity, if asked to do so by AIESL. **Panasonic Master Delivery Charges (in INR) and MMA (meta data management application) Meta Data Charges per system per language (in INR) are required to be included in the bid in separate table (Refer Annex G).**

rr) Invoices/Supporting Documents/Data Grids/Presentations/Digital copy of Content: The CSP will provide Invoices for each play period, under individual heads of content & technical process as bifurcated with all necessary supporting documents signed & with company seal for verification/certification for payment. Data Grids of IFEC with details including runtime, for each play period & for each IFE System for Video & Audio shall be provided as required.

ss) All IFEC except Hollywood Content, as incorporated for each play period & on each IFE System, will be stored in digital format for records.

tt) TAXES- "Taxes" means any federal, provincial, state, local, territorial, aboriginal, or foreign income, goods and services, harmonized sales, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, custom duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, ad valorem, real property, personal property, sales, consumption, use, workers compensation, transfer, registration, value-added, alternative or add-on minimum, estimated, or other tax, duty, fee, premium, assessment, impost, levy, rate, withholding, government contribution (including any employment insurance premiums and pension plan contributions), including any interest, penalty, or charge added to that amount, whether disputed or not.

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uu) **Taxes Generally.** All unit rates quoted in the Commercial Price Bid must be Pre-GST (exclusive of applicable Goods and Services Tax). GST, as applicable in India, shall be paid extra at actuals by AIESL upon the submission of a valid tax invoice. The CSP shall bear and be solely responsible for all other statutory liabilities, corporate income taxes, withholding taxes, franchise, privilege, gross-receipts Taxes, and operational duties arising from the provision of Services under this Tender.

vv) **Withholding Taxes.** If AIESL's jurisdiction imposes a withholding Tax (the "WHT") on CSP in connection with any transaction undertaken in connection with this Tender, AIESL shall deduct the amount of the WHT, at the current applicable rate for AIESL's jurisdiction, from the amount due under AIESL's invoice, and AIESL shall account for and remit to the corresponding Tax authority the WHT, as the laws and regulations of AIESL's country require. AIESL shall promptly provide CSP with the official certificate reflecting WHT payment to the relevant Tax authority, which must: (a) be the original copy the Tax authority issues, (b) be issued in reference to payment on behalf of CSP, and (c) reference the gross amount of the invoice. In case of a consolidated payment, AIESL shall provide an itemized breakdown of the payment and a specific reference to invoiced amounts. AIESL shall use reasonable efforts to provide CSP with the official WHT certificate within 30 days after the date on which AIESL made the WHT payment, but no later than 90 days after the end of the calendar year in which AIESL made the WHT payment.

ww) Any additional interest, penalties, and expenses payable or incurred in connection with this payment made of or on account, in excess of any applicable Taxes to any Tax authority will be the sole responsibility of the party that owes the Tax.

xx) **Certificates of Waiver.** AIESL and CSP shall jointly work to provide all applicable certificates of waiver, exemption, relief, or evidence of waiver, exemption or relief that any federal, state, local or foreign Tax authority requires as proof that AIESL and/or CSP would be relieved of any obligation to pay Taxes in connection with this Agreement. Both parties shall use reasonable efforts to support each other in the resolution of Taxes-related questions (including those related to Taxes documentation).

yy) **Bidders must offer only fixed/flat rates for Hollywood Movies under Latest, Modern Classic and Classic.**

Hollywood Movies Latest (Within 6 (SIX) months of release by Hollywood Studios for In-flight Entertainment Systems) Kindly note: Hollywood Movies Latest will play only on TWO (02) B777 **non commercial aircraft** and consist of a maximum of 20 flight levels in a 2 month play period, **chiefly influencing the reason for a flat rate to be quoted in the commercial bid.**

Hollywood Movies Modern Classic (As classified by Hollywood Studios).

Hollywood Movies Classic (As classified by Hollywood Studios).

- zz) Hindi and Indian Regional Language Movies Latest are those proposed within 02 months of Theatrical release and licensed for In-Flight Entertainment.
- aaa) Hindi and Indian Regional Movies Classic are those proposed after six months of Theatrical release and licensed for In-Flight Entertainment.
- bbb) Flight Safety Film in Hindi and English for B777 Aircraft will be shot Live or in Animated format and all specific instructions will be as per AIESL directions.
- ccc) Wherever necessary and as desired AIESL will provide certain non-commercial informative content that is required to be included in the IFE Content for each play period. The successful Bidder CSP will enable such content to be included without additional encoding cost. This content will consist of programs from GOI such as Incredible India, Swachh Bharat, Azadi 75 years etc.
- ddd) **Watermark:** AIESL is aware that some Hollywood Content carry a watermark, as such the watermark must mention 'India' or "INDIA" or as decided by AIESL.

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## **Annexure C**

### **Covering letter format for Submission of Bid on Bidder's Letterhead**

To,  
AIESL.

Date:

Sub: Bid for Tender .....DATED  
.....

Dear Sir,

With reference to your Tender ..... dated .....,

We have read, understood and hereby agree to comply with all the Specifications and Terms & Conditions of your Tender.

We are submitting our response as per the Annexures C, D, and G of this Tender document. We hereby also confirm that we have enclosed the requisite EMD in INR along with the signed Integrity Pact (Annexure – I) and other relevant documentation in support of our bid.

Enclosures:

AUTHORISED SIGNATORY

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal: \_\_\_\_\_

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**Annexure – D**

(ON BIDDERS LETTER HEAD)

AIESL Tender No. ....DATED .....

We hereby confirm and agree to the Mandatory pre-qualification criteria (as mentioned in **in the Tender Document**) for the subject Tender. All related documents in support of our confirmation to the mandatory pre-qualification criteria (for all 15 point) has been attached along-with our response to the Bid.

AUTHORISED SIGNATORY

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal: \_\_\_\_\_

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## Annexure E

### Technical Bid Response: Bidder Information on Bidder's Letterhead

We hereby provide our response towards the Bidder Information details sought for against the subject Tender. All the related documents and paperwork in support of our response have also been attached herewith.

#### PART 1

S/No	Details	Bidder Response (supported by documentation)
1.	Name of the Bidder	
2.	Address	
3.	Landline/Mobile No.	
4.	Fax No.	
5.	Year of Incorporation.	
6.	Nature of Business.	
7.	Statutory Registrations.	
8.	Tax registration number (documentary proof must enclose).	
9.	List of existing full-service airline clients with Seat Back & BYOD(Wi-Fi) IFE System.	
10.	List of existing full-service airline clients with Panasonic eX3 & eXW IFE System.	
11.	List of existing wide bodied non-commercial operator /State aircraft CLIENTS, equipped with Panasonic eX3 & eXW IFE System	
12.	Years of Experience in delivery of services as CSP (as per point 9).	
13.	Credentials and experience of key team members.	
14.	Bidder's Email ID.	
15.	Name of Contact Person.	
16.	Location and Address of facility/facilities.	
17.	Any other information that the bidder wishes to furnish	

Relevant Enclosures: Attached here-with

#### AUTHORISED SIGNATORY

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal: \_\_\_\_\_

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



**Tender No.: AIESL/BOM/MMD/IFE B777/128**

**DATE: 27.05.2025**

## Annexure F

### **Covering Letter for Submission of Commercial (Price) Bid on Bidder's Letterhead**

AIESL Tender .....DATED.....

To,

AIESL.

Ref:

Date:

Sub: Commercial Bid for Tender .....DATED.....

Dear Sir,

With reference to your Tender .....DATED..... we hereby submit our Commercial (Price) Bid in INR.

We have read and understood and hereby agree to comply with all the Functional requirements, Terms & Conditions of your Tender, Summary of Requirements for Curated IFEC and Work Scope.

By submitting our response as per the Annexure- F of this Tender document. We confirm to have also understood the evaluation criteria stated in the Tender document.

Enclosures:

AUTHORISED SIGNATORY

Signature: \_\_\_\_\_

Name:

Designation

Company Seal:

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



Tender No.: AIESL/BOM/MMD/IFE B777/128

DATE: 27.05.2025

Annexure – G

## Submission of Commercial (Price) Bid on Bidder's Letterhead

### IFE on Seat Back(eX3) Primary requirement + BYOD- (eXW)

Sr No.	Genre (A)	Initial Licensing Period in Months	Quantity in each Play Period	Flat Rate in INR for Each (eX3)	Flat Rate in INR for Each (eXW)**	Flat Rate in INR Total
1	Hollywood Movies Latest	02 Months	3			
2	Hollywood Movies Modern Classic	02 Months	8			
3	Hollywood Movies Classic-Holdover (last Cycle)	02 Months	8			
4	Hollywood Movies Classic-Holdover (One before last Cycle)		8			
5	Hindi Movies Latest	06 Months	5			
6	Hindi Movies Classic	06 Months	10			
7	Indian Regional Language Movies Latest in 8 Regional Languages#	12 Months	8			
8	Indian Regional Language Movies Classic in 8 Regional Languages#	12 Months	8			
9	SSCE INTL- Comedy	02 Months	05			
10	SSCE INTL Drama - Thriller	02 Months	04			
11	SSC Cartoons INTL - 30 Min Each (Compilations)	02 Months	05			
12	SSCE Lifestyle - INTL	02 Months	01			
13	SSCE Nature & Wildlife - INTL	02 Months	04			
14	SSCE Business - INTL	02 Months	02			
15	SSCE Science & Technology - INTL	02 Months	02			
16	SSCE Adventure & Travel - INTL	02 Months	04			
17	SSCE Relaxation & Health - INTL	02 Months	01			
18	SSCE Sports - INTL	02 Months	04			
19	SSCE Concert - INTL	02 Months	01			
20	SSCE Fashion - INTL	02 Months	01			
21	SSCE Reality TV - INTL	02 Months	01			
22	SSCE Talk Show - INTL	02 Months	01			
23	INTL Short Film	02 Months	05			
24	SSCE IND- Comedy	02 Months	02			
25	SSCE IND Drama - Thriller	02 Months	05			
26	SSCE Kids - Comedy (Cartoons)**	02 Months	05			
27	SSCE Lifestyle - IND	02 Months	06			
28	SSCE Health and Relaxation - IND	02 Months	01			
29	SSCE Science & Technology - IND	02 Months	02			
30	SSCE Sports - IND	02 Months	05			
31	SSCE Business-IND	02 Months	02			

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



Tender No.: AIESL/BOM/MMD/IFE B777/128

DATE: 27.05.2025

Sr No	Genre	Initial Licensing Period in Months	Quantity in each Play Period	Flat Rate in INR for Each (eX3)	Flat Rate in INR for Each (eXW)**	Flat Rate in INR Total
32	SSCE Adventure & Travel - IND	02 Months	06			
33	SSCE Reality Shows - IND	02 Months	02			
34	SSCE Wildlife - IND	02 Months	06			
35	Short Film - IND	02 Months	06			
36	SSCE Talk Shows IND	02 Months	05			
37	Audio - Indian	02 Months	05			
38	Audio - Western	02 Months	05			

# One regional language movie each in Marathi, Punjabi, Gujarati, Bengali, Tamil, Malayalam, Telugu and Kannada & any additional Indian Regional Language that may be required during the period of the contract.

\*\* Note: The requirement is to supply the IFEC for eX3 (Seat Back) Primarily and to supply IFEC for eXW (BYOD) as an add on service to be commenced whenever requested by AIESL in short to medium term of the contract. A bidder is expected to submit both rates in INR in above format. The eXW service shall start after AIESL's formal request to the selected CSP.

Master Delivery (for eX3 + eXW)				
Sr No	Genre	Quantity in each Play Period	Flat Rate in INR for Each (eX3+eXW)	Flat Rate in INR(Total)
1	Hollywood Latest	3		
2	Hollywood Classic	8		
3	Hindi Latest	5		
4	Hindi Classic	10		
5	Indian Regional Latest	8		
6	Indian Regional Classic	8		
7	TV Hindi 30 Mins	36		
8	TV Hindi 60 Mins	17		
9	TV English 30 Mins	24		
10	TV English 60 Mins	17		
Panasonic MMA Meta Data Charges Per System per Language (for eX3 + eXW)				
1	Hollywood Latest	3		
2	Hollywood Classic	8		
3	Hindi Latest	5		
4	Hindi Classic	10		
5	Indian Regional Latest	8		
6	Indian Regional Classic	8		
7	TV Hindi 30 Mins	36		
8	TV Hindi 60 Mins	17		
9	TV English 30 Mins	24		
10	TV English 60 Mins	17		

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



Tender No.: AIESL/BOM/MMD/IFE B777/128

DATE: 27.05.2025

<b>Notes:</b>	
<b>1. Sr No 1 to 38 Total Charges + Master Delivery and MMA Meta Data Total Charges = Net Bid Value in INR:</b>	
<b>2. L1 will be determined on the basis of sum total value of offers received as in Note 1 Above = Net Bid Value in INR</b>	
<b>3. L-1 offer from amongst the total offers received would then be decided based on the lowest final offer received and the Net Bid Value would be evaluated by AIESL.</b>	
<b>4. The quoted unit rates shall be exclusive of all applicable Goods and Services Tax (GST). GST shall be paid extra at actuals by AIESL upon the submission of a valid tax invoice. If there is any change in the statutory taxes and duties, the same shall be adjusted by AIESL on production of documentary evidence.</b>	
<b>5. Total Rate for (eX3) &amp; (eXW) in INR for Sr No 1 to 38 plus Master Delivery and MMA Meta Data Total Charges to be quoted on GeM Portal. There should not be any discrepancy in the total quoted price in INR between the Price Bid format and the GeM Portal; otherwise, the offer may be liable to rejection</b>	

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



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**Tender No.: AIESL/BOM/MMD/IFE B777/128**

**DATE: 27.05.2025**

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Annexure – I

**CERTIFICATE - Summary of Requirements for Curated IFEC & Work Scope as per Annexure - A on Bidder's Letterhead**

To,

AIESL

It is certified that we have studied and understood the Summary of Requirements for Curated IFEC & Work Scope Annexure – A, Terms and conditions of the Tender No. ....dated..... and we agree to abide by the same unconditionally. Further, we certify that all the information as submitted by us in our bid (technical and commercial) is true and correct as on date of submission of the bid.

We shall also indemnify AIESL against all claims of royalty/intellectual Property Rights/distribution rights from any other third party and also indemnify AIESL of secrecy regarding contents of our IFE. Further, we shall indemnify AIESL in the event of any loss/damage caused to AIESL on account of false, misleading and/or incorrect information in our bid (technical and commercial).

AUTHORISED SIGNATORY

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



Tender No.: AIESL/BOM/MMD/IFE B777/128

DATE: 26.05.2025

## Annexure H- Integrity Pact.

### INTEGRITY PACT

Between

AI Engineering Services Limited (AIESL) hereinafter referred to as "The Principal",  
And

hereinafter referred to as "The Bidder/ Contractor"

### PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract(s) for \_\_\_\_\_ . The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. The word 'take' shall also include the past and future.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or the conduct rules of the principal, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### Section 2 – Commitments of the Bidder(s)/ contractor(s)

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption in their dealings with AI Engineering Services Ltd.. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to,

सुनिल डी. शेंडे / SUNIL D. SHENDE  
उप महासंचालक (इंजिनियरिंग) / Dy. General Manager (Engg.)  
इंजीनियरिंग विभाग / Engineer Dept.  
ए आइ ई एस एल / AIESL

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION

OLD AIRPORT, SANTACRUZ (EAST), MUMBAI - 400 029



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in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Contractor/Bidder and in the agreement entered into by the Principal with the Contractor/Bidder.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences or acts outlined above or be an accessory to such offences.

### Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

### Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security and other actual damages due to the consequential delay.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.
3. The Contractor/Bidder shall not be entitled to claim from the Principal any amounts either as damages or otherwise, on account of termination.

सुनिल डी. शेडे / SUNIL D. SHENDE  
उप महाप्रबन्धक (इंज.) / Dy. General Manager (Engg.)

इंजीनियरिंग विभाग / Engineer Dept.

ए.आई.ई.एस.एल. / AIESL

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



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## Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

## Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

## Section 8 – Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to the Chairman, AI Engineering Services Ltd.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

सुनिल डी. शेंडे / SUNIL D. SHENDE  
उप महाप्रबन्धक (इंजि.) Dy. General Manager (Engg.)  
इंजीनियरिंग विभाग / Engineer Dept.  
ए. आर. ई. एस. एल / AIESL

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION

OLD AIRPORT, SANTACRUZ (EAST), MUMBAI - 400 029



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DATE: 26.05.2025

6. The Monitor will submit a written report to the Chairman, AI Engineering Services Ltd. within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the AI Engineering Services Ltd. Board.
8. If the Monitor has reported to the Chairman AI Engineering Services Ltd., a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman AI Engineering Services Ltd. has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

## Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 3 years after the last payment under the contract, and for all other Bidders 12 months after the contract has been awarded. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Board of AI Engineering Services Ltd.

## Section 10 - Other provisions

1. This agreement is subject to India Law. Place of performance and jurisdiction as the Registered Office of the Principal, i.e. Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership; or a consortium, this agreement must be signed by all partners or consortium members and in the case of a Company by an authorised representative.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)  
(Office Seal)

(For & on behalf of Bidder/Contractor)  
(Office Seal)

Place : \_\_\_\_\_

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

Witness 1:

(Name & Address) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

सुनिल डी. शेंडे / SUNIL D. SHENDE  
उप महाप्रबंधक (इंज.) Dy General Manager (Engg.)  
इंजीनियरिंग विभाग / Engineer Dept.  
ए आई इ एस एल / AIESL

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OLD AIRPORT, SANTACRUZ (EAST), MUMBAI - 400 029



Tender No.: AIESL/BOM/MMD/IFE B777/128

DATE: 26.05.2025

## INDEPENDENT EXTERNAL MONITORS (IEMS)

Presently the panel consisting of the following Independent External Monitors (IEMs) has been appointed by the AIESL, in terms of Integrity Pact (IP) which forms part of AIESL Tenders / Contracts

- i) Smt. Dolly Chakrabarty, (Email Id: [dollychakrabarty@gmail.com](mailto:dollychakrabarty@gmail.com))
- ii) Sh. Pramod Shripad Phalnikar, (Email Id: [pramodphalnikar@gmail.com](mailto:pramodphalnikar@gmail.com))

This panel is authorized to examine / consider all references made to it under this tender / contract. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender / contract officer (Sh. Sunil Shende, Dy. GM, PPMM, (Email: [sd.shende@aiesl.in](mailto:sd.shende@aiesl.in)) in AIESL, or directly with the IEMs on the panel.

सुनिल डी. शेंडे / SUNIL D. SHENDE  
उप महाप्रबंधक (अ.प्र.म.) / Dy. General Manager (A.P.M.)  
ईंजीनियरिंग विभाग / Engineering Dept.  
ए आई ई एस एल / AIESL



## ENGINEERING FACILITIES DIVISION

EFD/05-00/048

Date : 16/04/2025

### SAFETY NORMS

The following norms are to be observed by the Contractor for the construction, installation, maintenance, repair, overhaul and erection jobs at the AIESL Premises.

As a part of the contract, contractor must satisfy the under mentioned safety requirement and must always ensure that these are followed without deviation:

Contractor should ensure in writing before starting job that their workers and Supervisor are trained and having adequate knowledge & experience of work and related safety precautions to follow.

Smoking is strictly prohibited in areas with combustibles or flammable and other areas where smoking are prohibited.

Any hot job (welding, soldering, gas, cutting etc.) however minor it may be or any job which involves open flame or using a hot source or temporary electrical connections shall not be done without prior hot work permission from Fire Officer-AIESL. Contractors are not permitted to carry out any hot work on holidays, Saturdays and Sundays or beyond AIESL normal working hours without AIESL-Supervision and prior permission in writing.

It is entirely contractor's responsibility to ensure that protective equipments such as safety belts, lifelines, helmets, Safety Shoes etc. depending on the jobs are issued & used by contract workmen. Contractor's supervisor shall be present at site all the time and ensure that these PPEs are used by workers. If contractor need any suggestion on the matter, contractor can approach EIC/Safety Officer-AIESL. Any lapse on matters of safety will be viewed seriously.

All equipment used to carry out work shall be rendered safe. No equipments such as ladders, tractors, cranes, etc. or welding sets or any tools which belong to the AIESL shall be used by contractor unless specifically mentioned in



writing in the terms of contract. Notwithstanding these it is obligatory on contractor's part, to verify the quality and safety aspects of such equipment, machinery or tools so that no injury or accident will occur when used in the expected manner. Any incident occurs during work, contractors are entirely responsible for it including compensation that may arise out of the incident.

Contractor must clearly bear in mind that a competent supervisor shall always be on site when contractor's men are at work. Lapse on this point shall be viewed seriously irrespective of occurrence of any incidents.

Contractor shall ensure that safety precautions expected of contractor's professional work are completely understood by contractor's supervisors and workers and that these are followed. Contractor shall also ensure that in every job that contractor must take cognizance of varying site conditions. Contractor's staff are completely knowledgeable about the hazards and dangers associated with the work for which due alertness and safe working methods shall be followed.

Site work is quite different from work in an organized workshop. Contractor shall bear this point in mind so that proper work methods to protect contractor's staff from any danger can be evolved.

Contractors are not permitted to carry out work within the premises of this AIESL which otherwise under conditions of contract are expected to be carried out in contractor's premises.

Contractor's materials which are flammable / combustible must under no circumstances be stored in any of our workshops or building or near aircraft. Contractor shall plan of temporary sheds so located that a fire in such a shed shall not involve any of the AIESL property. A Separate permission must be taken from Safety Officer-AIESL for it.

Supervisors and field staff may not be aware of the seriousness of consequences of going near aircraft under run-up. Contractors are responsible to see that out of curiosity and lack of awareness while going in a vehicle or otherwise people should not approach an aircraft under run-up.



### **Precautions During Welding**

The contractor must ensure that welding machine is equipped with an earthing cable without joints.

Electrical supply to be tapped from power source identified by MSE-AIESL & connections must be firm to eliminate sparking. Circuit must be protected by fuse.

There should be no flammable material nor any spillage of such material in the locations of work spot.

There should be no joint in the phase side conductor cables.

If the welding is to be carried out in the vicinity of aircraft, separating, distance should not be less than 150 feet.

Welding job should not be carried out directly above or below the aircraft in the hangar.

The welding work carried out in workshop should be under the personal supervision of Engineering Facilities Division Supervisor. He will ensure that welding work is carried out in safe location & all flammable material are removed from the site

The said Supervisor should inform the related workshop / Section Incharge (eg. COD, AOD etc.) that the welding job is being be carried out.

The Contractor's staff must be appraised of the hazards of

- i) Being near to an engine under run-up and
- ii) Not following smoking restrictions.

The above should also be conveyed in writing to concerned contractor/ supervisor before starting the job.



### **Additional Precautions & Instructions**

The Contractor should ensure to arrange due supervision to avoid accident and cause of accident.

The Contractor must be careful regarding "SAFETY FIRST" during working and in AIESL premises.

Each hot job that may be carried out particularly beyond office hours or on Holidays must have prior concurrence from a responsible authority of the rank of not below Technical Officer from (EFD).

The Contractor must ensure provision of adequate firefighting capacity to deal with at incident state itself, such provision should not be less than 2-gallon foam extinguishers properly maintained by them. The staff should know the uses of the above-mentioned fire extinguishers.

Jobs will be carried out only after obtaining a daily work permit from the AIESL.

#### **1. General:**

- a. All workers to wear helmets at the construction site. To be provided by the contractor.
- b. All workers to wear safety shoes. To be provided by the contractor.
- c. All workers to wear suitable clothing for the job required e.g. Welders to have leather aprons while welding and gloves to protect from the heat. To be provided by the contractor.
- d. All workers to be familiarised by the contractor the safe methods of operating and procedures in case of an emergency.
- e. All workers to attend a class to be held by the Safety Engineer-AIESL to familiarise the safety aspects on site.
- f. All scaffolding to be used should be of steel pipes and with adjustable clamps. To be provided by the contractor.



- g. All workers must be covered under the workmen compensations act. A suitable insurance policy to be taken and original copy to be kept with AIESL. All statutory regulations etc. to be observed by the contractor, and in case of any non-compliance the AIESL must be indemnified by the contractor.
- h. Where applicable, provident fund records to be kept at site.
- i. All wage records to be kept at site and payments to be as per the minimum wages act.
- j. Working in green field sites poses a problem of snake bites. Snakes' serums to be kept at site. Refrigeration will be provided by AIESL, if needed.
- k. Chipping etc, to be done wearing protective eyeglasses.
- l. Various types of fire extinguishers to be used depending upon the nature of fire are available with EFD Fire Section. Contractor has to ensure that they position at site, suitable fire extinguisher type listed below, depending on nature of work.
  - 1. 1 No. of soda acid type for wood/paper type fires.
  - 2. 1 No. of dry powder type fire extinguishers.
  - 3. 1 No. of CO2 type fire extinguishers.
  - 4. Two buckets of sand/water, preferably sand.
- m. All unsafe incidents and occurrences will be reported to the site engineer immediately.

**Working at heights:**

- a. Contractor has to ensure that only workers capable of scaling heights should be deputed to do the jobs.
- b. All scaffolding to be made of steel pipes and with adjustable steel clamps. This should be tested and certified by the site supervisor of the contractor and AIESL site supervisor/Engineer to confirm the same. If possible, use A crow make scaffolding.



- c. Bamboo/wooden ladders to be checked for missing rungs and the fitness of the ladder should be certified by the AIESL engineer at site/ Safety Officer.
- d. All ladders to be tied at the top end, to prevent the slipping of ladders.
- e. All workers at height to wear nylon safety belts, as approved by AIESL. The other end of the belt to be hooked to a structural member of the building.
- f. While working on sloping roofs, nylon nets to be provided below to catch falling objects.
- g. Men working heights, should be provided with holsters for keeping hand tools for easy retrieval and will leave both hands free for climbing.
- h. As far as possible, mechanise the upward movement of materials, so that head load can be avoided.
- i. Daily height work permit approved by Executive/AGM/DGM from AIESL be obtained for working at heights before beginning of work.

### **Electricals**

- a. All electrical equipment brought to site, should be checked by the factory/site electrical supervisory staff of the AIESL, for the suitability of the equipment and certified by them. These certificates should be prominently displayed on the equipment.
- b. All electrical equipment should have proper proper earthing.
- c. The distribution board to have an ELCB of 30 mA capacity to be provided for the hand tools circuits.
- d. All connections through the distribution board to be made with a plug and socket and no loose wires, with wooden splinters.
- e. All hand tools to be earthen.



- f. All welding equipment to be provided with a cutout switch. The welding cables should be of adequate length for the earthing of the job and usage of rods etc. is not permitted.
- g. All wires/cables to run only above ground level at a height of min. 2.5 m.
- h. All outdoor light fixtures left unattended for the night time work must be checked for water tightness.
- i. While working with operating equipment they should be disconnected electrically and the fuses to be handed over to the supervisor of AIESL for safe keeping.

**Vehicular traffic: (Applicable to vehicle owned by the contractor)**

- a. All vehicles delivering the goods must be driven by licenced driver.
  - b. Cleaners not to drive.
  - c. The vehicle must be in good condition.
  - d. Unsafe acts like carrying people on running boards etc should be avoided.
  - e. When outside vehicles come the contractor to ensure safe discharge of goods and send out immediately.
  - f. Wherever possible all heavy machinery and equipment to be unloaded using a crane, or a derrick.
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# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



Tender No.: AIESL/BOM/MMD/IFE B777/128

DATE: 27.05.2026

## Bidders General Information

### BIDDER'S DETAILS:

S. No.	Required Details	To be filled by the Bidder
1	Name of the Company	
2	Status of the Bidder – a) Whether a Firm (Proprietary, Partnership), Company, Corporation, Registered Society b) If the Bidder is a partnership firm, then please state whether the signatory has the authority to refer to arbitration, any disputes concerning the business of the partnership agreement or a power of attorney. c) If the Bidder is a Company incorporated under the Companies Act, 1956 / 2013, then the signatory should have the authority to submit the bid on behalf of the said Company and refer to arbitration disputes arising under this Tender and / or Contract by a power of attorney board resolution.	
3	Company office Address of the bidder	
4	Name of the Contact Person Designation Telephone no. / Mobile no. Email Address	
5	GST registration number	
6	PAN Card Number	
7	Copy of valid certificate of registration with agencies / bodies as mentioned under the Clause 'Benefits / Preference for Micro & Small Enterprises (MSEs)' must be submitted.	
8	Please specify the details of the registration certificate: Registration Certificate No. Date of Issue Valid Up to Item covered under Registration Certificate	
9	Do you have any ongoing disputes with any Govt. or statutory agencies? *	
10	Is the bidder a MSE unit owned by a person belonging to Scheduled Caste or Scheduled Tribe	
11	Relaxation to Start-up companies (whether MSME or Non-MSME) as per clause in tender terms will be given provided, they submit the 'Certificate of Recognition' as mentioned in tender document under heading "Exemption of EMD" in tender terms. a) Are you a Start-up Company b) If yes, Certificate of Recognition to be attached.	
12	Any other relevant information	

(\*) – if yes, please provide details.

Date:  
Place:

Bidder Signature:  
Name & Designation:  
Company Name & Seal:



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OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029

Tender No.: AIESL/BOM/MMD/IFE B777/128

DATE: 27.05.2026

## ❖ Payment Terms:

All payments to the successful bidder by AIESL for the services rendered by it shall be subject to the following compliances:

- ✓ No request for advance / pre-payment will be entertained.
- ✓ Invoices with Supporting Documents, Billing and Payment, Digital copy of IFEC: The successful Bidder will provide Invoices, signed & with company seal for verification, certification for payment, for each play period, under individual heads of IFEC & technical process, data grids that include – Encoding specs, Run Time, Validity of IFEC as per ILP, respectively bifurcated for each title, with all necessary supporting documents, including Deal Memo and Program Order Form for every title in respective play period (with only the rates blanked out) as proof of purchase of title for use on AIESL serviced aircraft. Payment will be made within 45 days of receipt of the invoice.
- ✓ Successful bidder should have a registered office in India, they must raise the invoice in INR. The prevalent Base Exchange Rate will be the BC Selling Rate of the State Bank of India, Parliament Street, New Delhi at the invoice date. Digital copy of IFEC: All IFEC except Hollywood Content, as presented for each play period will be stored in digital format for records.
- ✓ The Billing Cycle shall commence from the last day of the scheduled play period which as at present it is of 2 months.
- ✓ AIESL will not be liable in any way to a delay to payment of invoices if the required supporting documents are not attached and verification and certification is thereby delayed.
- ✓ Payment of the undisputed amounts will be made through ECS (Electronic Clearance Service) mode.
- ✓ TDS shall be deducted by AIESL from the payment made against these invoices, as per the applicable laws.
- ✓ EMD amount will also be refunded to the above account of the Bidders (including the Successful Bidder) through ECS mode of payment.
- ✓ If such details for refund of the EMD, are wrongly provided, AIESL shall not be liable to any Bidder/Successful Bidder, for any loss caused on account of the same.
- ✓ Payment shall be affected for the Services rendered as applicable as per the Terms and Conditions of the Contract.
- ✓ The quoted unit rates shall be exclusive of all applicable Goods and Services Tax (GST). GST shall be paid extra at actuals by AIESL upon the submission of a valid tax invoice. If there is any change in the statutory taxes and duties, the same shall be adjusted by AIESL on production of documentary evidence.

Date:  
Place:

Bidder Signature:  
Name & Designation:  
Company Name & Seal:

# AI ENGINEERING SERVICES LIMITED

MATERIALS MANAGEMENT DIVISION  
OLD AIRPORT, SANTACRUZ (EAST), MUMBAI – 400 029



Tender No.: AIESL/BOM/MMD/IFE B777/128

DATE: 27.05.2026

## ❖ Penalty Clause:

- ❖ **Liquidated damages:** In case the Successful Bidder fails to deliver/provide any or all the IFEC (Partly or Fully) at the Stipulated Place In Time and in the Required Quality, the Successful Bidder shall become liable to pay and shall pay to AIESL by way of penalty 1% of the undelivered content per week or part thereof subject to a maximum of 5% (five percent).
- ❖ Not meeting quality standards: No payment will be made for the specific IFEC not meeting the agreed quality standards and in addition will attract penalty of 5% (five percent) of the invoice amount.
- ❖ Quality content must be from reputed studios as mentioned for Hollywood Movies.
- ❖ Picture quality after encoding and integration must play on IFE Systems.
- ❖ High resolution images of the IFEC for Graphical User Interface in desired sizes must be error free.
- ❖ Synopsis in Hindi and English must be grammatically correct.
- ❖ Aspect ratios must be well defined.
- ❖ Subtitling language must be grammatically correct.
- ❖ Abusive language must be edited or muted, in IFEC.
- ❖ The penalties / deductions so computed, shall be deducted from the Successful Bidder's pending invoices / or from the security deposit which has then to be replenished to the original amount/level.
- ❖ AIESL further reserves the right to terminate the Contract in the event of continued delay in providing Services and/or not meeting the quality standards as desired by AIESL, and/or any of the reasons as listed herein, and to issue a fresh Contract on any other source at the cost and risk of the successful Bidder.

## ❖ Termination and Exit Clause:

- In case of unsatisfactory performance or breach of any of the clauses of this contract, AIESL would issue a notice of 30 days to the party to rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate this agreement by providing 30 days written notice to the party. The party shall not have any right to dispute or question the judgment of AIESL of the unsatisfactory performance of the party.
- Notwithstanding the above, AIESL shall also be at liberty to terminate this agreement for any reason including change in situation/circumstances, etc. by providing the party with 90 days written notice. The party shall also be at liberty to terminate this contract by providing AIESL with 90 days written notice. In such an event, the terminating party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.

Date:  
Place:

**Bidder Signature:**  
**Name & Designation:**  
**Company Name & Seal:**



**PRODUCTION PLANNING AND MATERIAL  
MANAGEMENT MANUAL**

AIESL/PPMM/NR/NAC1

Issue-02

Rev-0

Dec 2023

**ANNEXURE C**

**BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To  
Executive Director - Engineering,  
AIESL.

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WHEREAS .....

(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no.....dated to supply(description of goods and services)(hereinaftercalled "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier 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 supplier such a bank guarantee;

NOW THEREFORE, we ..... Bank, hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, 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 supplier 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 supplier 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 supplier 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 of ..... 20.....

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

*NK*

*Signature*