

AI Engineering Services Limited

NTA, NSCBI Airport, Kolkata-700052

Internal Tender Ref. No.: KOL-PUR/AIESL/NS/143-25

Date:25/06/2025

Tender for Hiring of 01 (One) no. 50 Seater Non AC Coach to cater transportation of Staffs of AIESL inside the Airport restricted area (CISF Gate no. 1 to H1 & H2, Narayanpur Hangar) at NSCBI Airport, Kolkata-700052

The Tender document consists of the following:

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DISCLAIMER

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

NOTICE INVITING TENDER (NIT)

SN	PARTICULARS	DETAIESLS
01.	Name of the Work	Tender for Hiring of 01 (One) 50 Seater Non- AC Coach to cater transportation of Staff inside Tarmac/Airport restricted area (CISF Gate no. 1 to H1 & H2, Narayanpur Hangar) at NSCBI Airport, Kolkata-700052.
02.	Estimated Cost	Rs. 90,00,000.00
03.	Earnest Money Deposit	Rs 1,80,000.00
04.	Security Deposit	5% of Contract Value
05.	Availability of biddingdocuments	Can be downloaded from <u>www.aiesl.in</u> and available on GeM
06.	Tender document Fee	NIL
07.	Last date, Time and place for receipt of bids	As per GeM notifications. Bids will be accepted through GeM only.
08.	Validity of the Offer	One Hundred Eighty (180) days from the last date of submission of Bid.

Bid Details Summary

1. Introduction:

AIESL is the biggest DGCA (Directorate General of Civil Aviation) approved MRO set up in India that can serve as a one-stop-shop for all aircraft engineering requirements at major Airports with pan India foot print i.e., Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata, Nagpur, etc. With a great skill set, huge professional experience and competency, AIESL manages and maintains Airbus, Boeing & ATR fleet of various Airline Operators (Domestic & International).

AIESL invites Public Tenders under **Two-Bid system** i.e. Technical-Bid and Price-Bid for Hiring of 01 (One) 50 Seater Non AC Coach to cater transportation of Staff inside Tarmac/Airport restricted area (CISF Gate no. 1 to H1 & H2, Narayanpur Hangar) at NSCBI Airport, Kolkata-700052 from reputed Companies / firms engaged in the business of renting coach/bus.

2. The Tender

- a) Bidders must read the complete '**Tender Document**'. This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. Bidders must go through the complete Tender Document for details before submission of their Bids.
- b) <u>Availability of the Tender Document</u>: The Tender Document shall be published on the Government E-Marketplace (GeM Portal) of Govt. of India. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned on GeM Portal.

 <u>Clarifications</u>: The Prospective Bidder requiring any clarification regarding the Tender Document may do so using GeM Portal. Also, please feel free to contact mail id: <u>surajitroy.1989@aiesl.in</u> AIESL, Kolkata.

3. Eligibility Criteria for Participation in this Tender:

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfill the 'Eligibility' criteria. Bidder should meet the eligibility criteria as on the last date of bid submission and should continue to meet these till the award of the contract. Bidder shall be required to fulfill the eligibility criteria as defined in **Annexure-I**.

4. Submission of Bids:

- a) Bids must be uploaded by Bidders on GeM portal till the deadline for submission mentioned on GeM Portal. Bidders must comply with the conditions of the GeM Portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
- b) Bidder must submit the bid complete in all respect, in the absence of which bid may be rejected. Hard copy of the Tender documents shall not be accepted.

5. Bid Opening

Bids received shall be opened online at the specified date and time mentioned on GeM Portal.

6. **INSTRUCTIONS TO BIDDERS**

Annexures / Forms (To be filled, signed, and uploaded by Bidders): Please relate the following Annexures / forms to the corresponding Sections:

- I. ELIGIBILITY CRITERIA FOR THE BIDDERS
- II. SCOPE OF WORK
- III. TECHNICAL-BID FORM
- IV. EXPERIENCE DETAILS
- V. BIDDER'S CHECKLIST
- VI. FORMAT FOR SUBMISSION OF UNDERTAKINGS
- VII. NON-DISCLOSURE AGREEMENT FROM THE BIDDER
- VIII. PRICE-BID FORM
- IX. BID SECURITY DECLARATION FORM

7. Purchase Preference Policies of the Government

AIESL reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

- a. Bidders from Micro and/ or Small Enterprises (**MSEs**) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- b. Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20/212014-PPD dated 25.07.2016 and subsequent clarifications.
- c. Purchase preference to make in India would be provided in line with the Letter

no. P45221/2/2017-PP (BE-II), dated 16th September 2020, issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, GOI as amended from time to time.

8. Bid Prices

Price Bid (Annexure VIII)

- 1) Bidders are to quote value of each line item on GeM portal in Financial Bid uploaded by AIESL. In case of any discrepancy between rates mentioned in figures and words, the later shall prevail.
- 2) Bidders shall fill in their rates other than zero value. Bid will be liable to be rejected if bidder has filled Rs. 0 (zero) for any line item.
- 3) The quoted price shall be considered to include all relevant financial implications.

9. Downloading the Tender Document; Corrigenda and Clarifications

a. Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned in GeM Portal. The Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

b. Corrigenda/ Addenda to Tender Document:

Before the deadline for submitting bids, the AIESL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same Page & manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda / addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the GeM Portal for any corrigenda/ addenda. Any corrigenda or addenda thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigenda/ addenda into account in preparing their bids, the AIESL may suitably extend the deadline for the bid submission, as necessary. After the AIESL makes such modifications, any Bidder who has submitted his bid or re-submit his bid superseding the original bid within the extended time of submission.

c. Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document through GeM Portal, provided the clarification is raised at least 72 hours prior to submission of bid. The response to the clarification (If any) shall be shared on the GeM portal. Any modification of the Tender Document that may become necessary in view of response given to the clarification; shall be made by the AIESL by issuing an Addendum/ Corrigendum.

10. Rejection of Bids (Technical-Bid & Price-Bid):

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

- a) Either the Technical-Bid or the Price-Bid (only of technically qualified Bidders) or both has been received after due date and time.
- b) Either the Technical-Bid or the Price-Bid or both have been received by email.
- c) Either the Technical-Bid or the Price-Bid or both have been received unsigned /

incomplete.

- d) Either the Technical-Bid or the Price-Bid or both have not been received.
- e) Price Bid received alongwith Technical Bid.
- f) If the price bid is attached with the technical bid or if any type of price quote has been given in the technical bid.
- g) Tenders, not accompanying required information and documents are liable to be rejected. Any request for subsequent submission of any information / documents may not be entertained. However, AIESL can ask for information / documentation from the Bidders.
- h) Conditional Bids (Technical / Price-Bid) would not be accepted and shall be rejected.
- i) Bids not filled in the manner and as per formats, shall be rejected.
- j) Bids not fulfilling the Eligibility criteria, as specified in the Tender shall be rejected during technical evaluation.
- k) In case both the Tender Forms, i.e. Technical Bid & Financial Bid (only of technically qualified Bidders) not received in required format.
- 1) If the Bids are submitted in different names.
- m) Ineligible Bids shall not be entertained, and the decision of AIESL in this regard would be final. No correspondence in the regard will be entertained.
- n) If EMD not submitted (if applicable).
- o) Qualified bidders fail to position the coach within 10 days of intimation from AIESL and/or fail to position the coach as per scope of service, their bids will be considered technically disqualified.

11. Evaluation of Bids:

a. Technical-Bids:

The Technical-Bids would be opened first & evaluated. Bidders fulfilling the Criteria as per annexure 1 and annexure III shall be declared 'Qualified bidders'. Only 'Qualified bidders' shall present the coach to AIESL authority/committee for inspection of the coach as per clause-2 of scope of work (annexure II) within 10 days of such intimation from AIESL. Those 'Qualified bidders' whose coach is found satisfactory and acceptable by AIESL authority/committee shall be declared technically suitable/Qualified. 'Qualified bidders' who fail to position the coach within 10 day of intimation and/or fail to provide the coach as per the scope of work, Model and chassis specified in the tender will be considered technically unsuitable/disqualified.

b. Price-Bids:

"Price Bid" shall comprise the Price Schedule considering all financially relevant details, including Taxes and Duties as per Financial Bid Proforma.

The Price-Bids of only technically suitable Bidders, would be opened on a later date.

c. Bid Validity

- 1. Price Offered by the Bidder should be valid for **180** days from the date of opening of the Technical Bid for consideration of AIESL.
- 2. A bid valid for a shorter period shall be rejected as non-responsive.
- d. If required, before the expiry of the original time limit, the AIESL may request the bidders to extend the validity period for a specified additional period. The request and the bidder's responses shall be made in writing or electronically or as per GeM portal. A bidder may agree to or reject the request. A bidder who has agreed to the AIESL's

request for extension of bid validity, in no case, shall be permitted to modify his bid.

- e. It will be imperative for each bidder to fully acquaint himself with the local conditions and factors, which may have an effect on the execution of the Contract and/or the cost and submit bid accordingly.
- f. During the process of the evaluation of Bids, no queries shall be entertained from the Bidders with regard to the status of the Bids.

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

The date / time for submission of Bids and opening of Technical-Bids, may be extended atany time, at the sole discretion of AIESL.

12. Earnest Money Deposit (EMD)

(a) The bidders shall deposit along with the technical bid, an Earnest money of Rs.1,80,000.00(Rupees One Lac and eighty thousand only) through payment gateway method to the AIESL's bank account, details mentioned below and upload the proof of deposit along with the technical bid. The Earnest money deposit will be refunded to the Bidders, whose offers have not been accepted. Earnest Money Deposit of the successful Bidders, whose offer is accepted will be kept until the time, the Bank Guarantee/ Security Deposit is not received.

Process to follow for submission of Earnest Money Deposit as below:

- 1. Visit AIESL website <u>www.aiesl.in</u>
 - 2. Choose "**Payment**" option at the below of the site screen
 - 3. Choose "**Vendor**" option
 - 4. Fill up relevant compulsory fields to proceed further for requisite EMD amount payment.
 - 5. Take screen shot/print out after successful payment made.
- (b) Tenders without the EMD shall be rejected.
- (c) In case a bidder withdraws his bid during the process of evaluation of tender, or fails or refuses to accept the contract if awarded in his favor, the Earnest Money Depositwill be forfeited.
- (d) EMD of the bidders, who do not qualify in the 'Technical Bid', will be refunded to them within two months of the award of contract.
- (e) EMD in respect of the successful bidder can be adjusted against Security Deposit/ Performance Bank Guarantee.

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

As mentioned in Section 7(4) of Ministry of MSME's Notification No.S.02119 (E) dated 26th June, 2020 an enterprise registered with any other organization under the ministry of MSME shall registered itself under Udyam Registration with effect from 01.07.2020, The <u>MSEs</u> registered under Udyam Registration/NSIC under single point registration scheme/Public Sector Unit/Central/State Government Undertakings/Handicraft Boards, Khadi Village and Cottage Industries/ Social Welfare Organizations/Handicraft and Blind Associations/ Units registered with the Central Purchase Organizations (e.g. DGS&D) are exempted from payment of Earnest Money Deposit (EMD). The valid MSME/Udyam Certificate that is to be submitted by the vendor shall be of relevant current period, comprising of such similar nature of business as mentioned in Bid document.

(g) Price Preference:

Since tender item cannot be split or divided, etc. the MSE quoting a price within the

band L1 + 15 % may be awarded for full/complete supply of total tendered value, subject to meeting technical qualifications and willingness to match the L1 rate, by bringing down their price to L1 price in a situation where L1 price is from a Party other than a MSE.

(h) Validity to avail Exemption / preferences shall be available only if:

The MSEs registered for the particular trade / item for which the Tender is relevant, would be eligible for exemption/preference.

The registration certificate issued under Udyam Registration must be valid as on close date of the Tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.

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

(i) Inspection of the Vehicle:

The Qualified bidders who are in possession of coach as per the model and chassis specified in the Tender shall have to provide such coach for inspection within 10 working days of intimation by AIESL. The coach shall be inspected by AIESL authority/committee as per the clause 2 of Scope of work (Annexure II). The decision of AIESL shall be final, un-challenged and binding in this regard.

The coach produced during inspection and found acceptable as per the scope of work by AIESL will be identified and only that or equivalent coach is to be deployed for AIESL duty. No vehicle, deployed as per requirement of this tender, would be registered in the name of any serving AIESL Employee or his/her family member(s)/relatives.

The coach identified as satisfactory and acceptable has to be produced within 15 working days from the date of LOA, if issued, failing which bid may be technically rejected and EMD/SD forfeited.

13. GENERAL TERMS AND CONDITIONS (GTC)

- a. **Contract** / **Agreement** means the Contract as signed between AIESL and the Successful Bidder for Hiring of 01 (One) 50 Seater Non AC Coach to cater to transportation of Staff on Tarmac (CISF Gate no. 1 to Narayanpur Hangar) at NSCBI Airport, Kolkata and the Scope of Work given in the Tender".
- b. The 'Bidder' / 'Party'/ 'Service Provider' / 'Agency' / 'Contractor', as used in the Tender document, shall mean the one who has signed the Tender Form and submitted the Bid in response to the Tender.
- c. The 'Successful Bidder' as used in the Tender document, shall mean the one who has been declared as:
 - i) Whose Bid is under consideration for award of Letter of Award (LOA);
 - ii) Received Letter of Award (LOA);
 - iii) Awarded Contract for commencement / execution of services.
- d. It is further clarified that any individual signing the Tender or other documents in connection with the Tender must certify whether he signs as Authorized signatory of the Company/ Proprietorship/Partnership Firm/LLP etc. The letter of authority must be attached with the technical bid.
- e. Bidder should not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any

unfair/unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition. To determine whether there has been an occurrence of act of conflict of interest, the decision by the Competent Authority, AIESL shall be final and binding.

- f. The Technical-Bids shall be evaluated on the basis of details and documents provided by the Bidders, for example Check List or other documents in support of Eligibility Criteria, Annexure-I and Technical Bid, Annexure-III.
- g. The Price-Bids of only technically qualified Bidders shall be opened at a later date. Intimation shall be sent to technically disqualified Bidders as per GeM.
- h. Tenders should be filled in prescribed forms only and be duly signed and stamped.
- i. Technical-Bid prepared by the Bidder, shall contain all requisite information along with self-attested supporting documents to be uploaded as per details given in the **Annexure III** Technical-Bid.
- j. All prices be clearly written / typed both in words and figures without any overwriting. Overwriting, if any, should be counter signed by the Bidder. In case of any discrepancy, the amount written in words shall be considered as final for the purpose of evaluation of the Price-Bid.
- k. Security clearance/AEP & ADP for staff and vehicle: The vehicle as per the tender specifications shall be operated inside the Airport area. The area is protected and restricted zone. Passes/permits/security clearance from AAI/BCAS are must for entering in this area. As such it will be sole responsibility of the successful bidder to arrange the passes/permits/security clearance from AAI/BCAS authority as per the rules and guidelines. It will be therefore imperative that the prospective bidders should visit the AAI/BCAS offices and acquainted with themselves the procedures for obtaining get the passes/permits/security clearance from such authorities before submitting the bids. AIESL can only issue a letter of recommendation to the successful bidder if required.
- 1. Bidders are advised to study the Tender document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications.
- m. Bids should be unconditional. In case of any condition, the Bid shall be treated as disqualified and shall be rejected.
- n. The Tender and resultant Contract is CONFIDENTIAL and anything contained in this document, shall not be disclosed in any manner, whatsoever. The undue publicity by the Bidder regarding confidential process of the Tender may result in the rejection of their Bid / Contract.

14. UNDERTAKINGS by the Successful Bidder:

The bidder has to give following undertakings and shall abide by it if the bidder become successful and contract is awarded to him:

- I/we have gone through and understood the General Terms & Conditions, Eligibility Criteria & Scope of Work and Specifications governing the tender and shall abide by all of them.
- ii) I/We will provide services as per requirement of AIESL and as per scope of work of the tender.
- iii) That employees deployed for AIESL duty shall be the employees of the service provider and none of them shall claim employment in AIESL. The responsibility of discipline/conduct of the employees in all respect shall be solely on the service provider. AIESL will, in no way, be responsible for violation of any rules/regulations/ instructions of

the concerned agencies and/or for any loss or damage caused by the workmen deployed by the service provider and any such loss or damage will be compensated/borne by the service provider.

- iv) Contract Labour (Regulation & Abolition) Act License: That all the provisions of the contract Labour (Regulation and Abolition) Act 1970 and rules made there under shall be complied with by the successful bidder, if the same are/become applicable to these services and in case contract is awarded to them. The successful bidder shall obtain applicable licenses / Registrations at their own cost and initiative from concerned authorities within 15 days of receipt of LOA / Contract (wherever applicable).
- v) Verifications of Licenses/Registrations: That the registrations and licenses under all the applicable local and central taxes and laws and to be specified separately under each applicable Tax/Law/Act. (i.e. Goods and Service Tax / Provident Fund Act / Establishment Act /Income Tax Act / Motor Vehicle Act of West Bengal state etc. shall be produced for verification / checking of AIESL or to the third party authorized by AIESL / Law abiding agencies of Govt. of India.
- vi) That the information given in the Technical Bid Form (Annexure III) is true to the best of your knowledge and nothing is concealed, and will be signed by the authorized signatory of your Co./Firm.
- vii) The Qualified bidders who are in possession of coach as per the model and chassis specified in the Tender shall have to provide such coach for inspection within 10 working days of intimation by AIESL, failing which their tender will not be considered and it shall be construed that the bidders has failed to qualify in the Technical Bid. The coach produced during inspection and found acceptable as per the scope of work by AIESL will be identified and only that or equivalent coach is to be deployed for AIESL duty. No vehicle, deployed as per requirement of this tender, would be registered in the name of any serving AIESL Employee or his/her family member(s)/relatives. Any coach which is rejected during inspection has to be replaced by another acceptable coach, failing which bid may be rejected and EMD/SD forfeited.
- viii) If the bidder does not have any establishment/office in Kolkata, then he has to arrange to set up the same within 30 days with telephone no. & fax facilities on receipt of Letter of Award. The new office address shall be informed to AIESL by the bidder and the same will be inspected by local AIESL Authority.
- ix) Bidders have to obtain clearance from Bureau of Civil Aviation Security (BCAS) / respective Airport Authority (AAI) for rendering the services inside the Airports at their own cost and confirm within 15 days from issuance of LOA that such clearance has been obtained
- x) The Bidder would also provide an undertaking that the spot checks can be conducted by AIESL / third party authorized by AIESL, anytime for verification of quality of work / antecedents / credentials, etc. The shortcomings found, if any, would be overcome by the Service Provider within the given time, failing which AIESL shall be at liberty to impose penalty / cancel the Contract.

xi) For Execution of Service

The Bidder must give an undertaking that on award of the LOA/Contract, approved coach should be deployed within 15 **days** from the date of acceptance of the LOA.

xii) **Amendments and clarifications:** will be informed separately. Any notice by one Party to the other Party, pursuant to the Contract, shall be sent in writing to the address specified for that purpose in the Contract.

15. Sub-Contracting:

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

AIESL may have against the Service Provider under the Contract.

16. Supervision and monitoring of duties of daily work schedules

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

17. Award of LOA/ Contract, Acceptance and commencement of services:

The Successful Bidder has to convey acceptance of LOA/Contract within **7 days** from the date of issue of the LOA/Contract.

The Successful Bidder shall deploy the approved Coach within 15 days from the date of acceptance of the LOA/Contract, or as specified in the LOA, failing to do so may invite penalties as per the penalty clauses.

18. **Period of Contract:**

The initial Contract period will be of Three (03) Years, subject to satisfactory performance of the Service Provider on the discretion of AIESL. The continuity of the Contract shall depend on satisfactory performance of the Service Provider which shall be reviewed from time to time. The observations of AIESL on performance shall be unchallengeable and final.

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

19. Applicable Rates & Validity

Rates to be quoted must be in INR as per the Price Bid format-VIII only. Any deviation in format OR if rates quoted are conditional, the same shall be out rightly rejected.

The Rate quoted should be -

Inclusive of: Provision of coach, Cost involved in providing / arranging Maintenance, Fuel, lubricant, insurance premium, road tax, permit charges, drivers' wages, helpers' wages, overhead, profit, (except Goods &Service Tax), all other incidental and related charges (i.e. charges for Entry Permit of Coach inside Airport), Airside Driving Permit (ADP)/Airport Entry Permit (AEP) for the personnel deployed to provide the coach for AIESL duty.

And

Exclusive of: Applicable Goods & Service Tax pertaining to rendering of such service. The same is to be mentioned separately and will be paid by AIESL as per prevalent rules. **AAI Royalty (if applicable) maximum upto 13% pertaining to rendering of such service will be reimbursed by AIESL on actual basis on production of proof of such payment.**

a. Fuel consumption considered will be: 05 Kms. per litre of HSD.

- b. The rates at which the work under this contract is awarded shall be operative for the entire period specified in the contract and no enhancement of rate whatsoever will be entertained during the period of the contract except hike in fuel cost as detailed below.
- c. If the fuel price varies, needful re-imbursement/deduction, as applicable shall be effected as per the clauses given here under:

- I. Standard Fuel Price (HSD) prevailing at Kolkata as on last date of submission of tender, shall be the Base Index for Fuel price (HSD), based on which the Bidder shall quote: Say Rs. 'A' / Liter
- II. The Mileage 'M' of the Coach shall be taken as: 05 Kms/Liter (HSD).
- III. The rate of fuel prevailing as on the 1st day of every month after commencement of Contract will be taken into account for any reimbursement /deduction towards the change in fuel cost and the same will be calculated based on the following formula and will be effective for that month only. Any change in fuel price between 2nd and 30th / 31st of any month will not be considered for any reimbursement /deduction towards the change in fuel cost.
- IV. If the fuel price has increased/decreased to say Rs. "B" per Liter on the 1st day of any month, then the difference in rate = +/- Rs. (B-A) per Liter.
- V. If "T" is the cumulative productive km covered in that month, the fuel that would have been consumed = T/M Liter
- VI. The reimbursement/deduction towards fuel price increased / decreased then would be = +/-(B-A) x (T/M)
- VII. However change in fuel price shall be reviewed as detailed above only if the escalation / reduction in fuel price is beyond 5% of the base fuel rate for any recovery / payment action.
- VIII. The service provider shall submit supplementary bill for any reimbursement towards increase in Fuel price as mentioned above, on monthly basis without any accumulation. This supplementary bill is to be supported with proof of fuel price prevailing on the 1st day of every month after commencement of operations and so on. It may be noted that reimbursement for fuel hike would be considered only for productive mileage.
 - d. For any major reduction in service, the rate admissible will be arrived at after consultation with the successful bidder.
 - e. Any increase in cost of insurance/road tax/any other tax/levy, pertaining to the Coach deployed for AIESL duty, in future, in connection with operations at present will have to be absorbed by the Successful Bidder.
 - f. In case government imposes any new statutory levies or taxes during the subsistence of the service agreement, applicable to such service the same will be reimbursed only on production of proof of such applicability and payment.
 - g. In case, if it is found at any stage, that, the information provided are not true, the Tender/LOA/Agreement shall be cancelled and appropriate damages shall be claimed from the bidder/party, besides forfeiture of EMD/Security deposit.
 - h. In case L1 service provider backs out either before issue of Contract / Letter of Award or subsequent to its issue the L1 service provider will be blacklisted for a minimum period of 03 (Three) years. In addition its Earnest Money Deposit / Security Deposit will also be forfeited.
 - i. As it is not the general norm for AIESL to carry out price negotiation following evaluation of the Price Bids, the intending bidder are advised to submit their best quote(s) in response to the Tender. AIESL, however reserves the right to carry out negotiations in exceptional cases with the bidder who has been evaluated by AIESL as having offered the lowest bid in response to the Tender.

20. Payment of Bills:

a. No advance payment shall be admissible in any case. The Service Provider shall submit monthly bills to the Executive-II, HR, AIESL, NTA, APU Center, NSCBI Airport, Kolkata-700052 along with all supporting documents.

AIESL shall pay monthly bills by an ECS / NEFT / RTGS clearance within **30** days of submission of the undisputed Bills to user department.

- b. The payments shall be made after deduction of all applicable taxes including tax deduction at source (TDS).
- c. Delay in payments on account of wrong billing / incomplete billing / late submission of the bills, etc. shall be the responsibility of the Service Provider.
- d. The Service provider shall provide a Log Book for the Coach for recording the monthwise utilization of the Coach.
- e. In case AIESL is not able to claim input GST credit on account of any fault, omission or noncompliance by the Service Provider, the Service Provider shall take prompt corrective action to ensure that the AIESL is able to claim input GST credit. Till such corrective action is taken, the AIESL reserves the right to withhold the payments to the extent of GST credit. However, if the AIESL is not able to claim input GST (In spite of the corrective actions taken by the vendor), then the AIESL shall reserve the right to permanently withhold payment to the extent of GST.

21. Security Deposit (SD):

The successful bidder will deposit 5 % of the total contract value after adjusting the amount of EMD, as Security Deposit with AIESL through payment gateway method to the AIESL's bank account. Detailed steps for SD/PG amount submission are mentioned under **clause no.-12**, **page-7** and submit the proof of deposit, within 2 (Two) weeks of issue of LOA for the satisfactory performance of the Contract. Alternatively, Bank Guarantee (BG) from a Scheduled Bank, in lieu of the said amount, will be accepted as Security Deposit The validity of the SD / BG will be till 30 days of scheduled completion of all obligations under the contract.

In case, SD is not deposited by the Contractor in time, the same amount would be adjusted from the initials bills.

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

The SD shall not bear any interest. The cost of submission of SD or execution of BG would be borne by the successful bidder.

Security Deposit will be refunded only after successful completion of all the contractual obligations by the successful bidder, subject, however, to deduction of penalties, if any, that may be leviable under the terms of the contract.

22. Recovery of Sum Due:

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

23. Safety and Security Regulations:

- a) The drivers and other staff of successful bidder so deployed for AIESL duty shall abide by all the rules and regulations relating to Aviation Safety and Security that may be framed from time to time by such Authorities such as "Bureau of Civil Aviation Security", "Airport Authority of India", or any other agency associated with Airport activity.
- b) The successful bidder shall have a practice to hand over / retrieve of PIC / AEP to their employees while they report / leave the AIESL / Airport premises, so as to ensure that their employee do not misuse the AEP.
- c) The service provider should ensure verification of character and antecedents of their personnel by police before deployment, since AIESL is "Restricted Industry" and Airport is "Restricted Area." Every employe's photograph, copy of police verification of character and antecedents and service provider undertaking to be furnished to Regional Security Officer, AIESL, ER, NTA, NSCBI Airport, Kolkata.
- d) The successful bidder shall also obtain entry permit(s) for his personnel to enter AIESL premises i.e. non restricted area and ensure that his personnel display their entry permits/Photo Identity Cards at all times while deployed in the AIESL premises and/or the Operational areas.
- e) The service provider should obtain the requisite approved Security Program and approval from AAI and BCAS, Govt. of India before commencement of the work, as it has been made mandatory for any agency carrying out function in the restricted areas of Indian Airport.
- f) The drivers/staff and vehicles deployed for AIESL duty will be subject to security check by the concerned authorities.
- g) The personnel so deployed must be in possession of photo identity cards provided by the successful bidder under his signatures, company's name and seal apart from PIC / AEP issued by BCAS / AAI for Airport Entry to be shown if and when demanded by AIESL Officials.
- h) Any violation of security regulations and indulging in illegal activities by service provider's personnel will be at the cost and risk of service provider.
- i) The contractor shall take responsibility for good conduct of their employee on AIESL duty.
- j) In case any of the terms/ clauses of the tender are not implemented and in case any lapse on part of the service provider or his employee is noticed and if any of the employee of the bidder is found involved in theft/pilferage/malpractices, the same shall be inquired by AIESL officials and suitable action including legal proceedings may be initiated for breach of contractual liabilities. Such act may also attract penal / legal action under the provisions of law.
- k) All the mandatory regulations stipulated by RTO, AAI etc. such as speed limit etc. must be complied with.
- 1) AIESL being a restricted industry, the personnel deployed by the bidder for this service will not indulge in any illegal/Anti-Social/Anti national activities.
- m) AIESL will not be liable for any incident/accident or non-compliance of any rules/regulations issued by government, RTO or other regulatory bodies.
- n) The drivers(s) and coach deployed for AIESL duty will be subjected to security check by the concerned authorities.
- o) The driver of the bidder at all times will ensure safety and security of the Staffs of AIESL while travelling in the coach and should be in proper uniform.
- p) AIESL shall not be responsible for any injury sustained by the service provider personnel during the performance of AIESL duties and also for any damage or compensation due to any dispute between them. Any expenditure incurred by the AIESL to tackle any such situation arising out of the conduct of deployed personnel or otherwise shall be deducted from the bills / security deposit of service provider.

- q) A logbook, as per the format supplied by AIESL, will be maintained by the contractor for each coach, recording the journey details including the odometer readings, timings, etc. duly signed by Authorized AIESL Official.
- r) The personnel, deployed for AIESL service, should be in neat, clean & properly pressed uniform at the cost of the successful bidder.

24. General Conditions:

- a. The bidder shall be solely responsible for any damage to the property of AIESL and/or the property of the Staffs travelling in the coach provided by him/arranged by him either due to negligence or otherwise.
- b. The bidder shall be personally responsible for any theft, dishonesty and/or disobedience / acts and deeds on the part of the driver(s) so provided by him to provide this service.
- c. The bidder shall be solely responsible in respect of any claim, damages or other liabilities arising out of any incident/accident involving the coach deployed by him.
- d. Coach provided to AIESL for service shall be for exclusive use of our duties only and no unauthorized person shall be allowed to travel in it. At no point of time sub-contracting will be allowed.
- e. In case of breakdown of coach, it will be the responsibility of the bidder to make alternate arrangement immediately. It is therefore imperative that the bidder has additional entry permit/ADP for an alternate/replacement coach.
- f. Damage caused if any and claims arising out of any damages caused by the bidder/his coach or his staff in the course of rendering this service will be solely at the cost and risk of the bidder. AIESL will not accept any responsibility what-so-ever in this regard.
- g. The staff deployed by the bidder to execute this service shall under no circumstance be deemed to be in AIESL's employment.
- h. The Bidder shall not engage any person below 18 years of age.
- i. The Bidder shall be the employer for his workers and AIESL will not be held responsible fully or partially for any dispute that may arise between the bidder and his workers.
- j. All notices and instructions given by either party under this contract to the other shall be in writing. For all correspondence local address of the bidder shall be mentioned.
- k. No part of the contract nor any share or interest therein shall in any manner or degree be transferred/ assigned or sublet by the bidder directly or indirectly to any person, firm or corporation whatsoever.
- 1. AIESL shall not be responsible to provide any canteen/ medical facility / rest room to the personnel deployed for AIESL duty by the bidder.

25. Indemnification:

- i. The bidder shall indemnify AIESL against payment of penalty/third Party claims/damages/loss of property of AIESL, AAI, passengers or any other party/penalty due to mishandling/misbehavior/careless or reckless driving on the part of personnel provided by the successful bidder. The bidder shall also indemnify for any liability arising out of any accident / incident involving his vehicles and shall reimburse any loss or damage to AIESL / concerned party. In case, any such amount is not deposited /paid to the concerned party and if AIESL is directed by any court of Law or Govt. of India to bear any such expenses on behalf of the service provider, the same shall be deducted from his monthly Bills/Security Deposit/Future payments due to the service provider if not made good to AIESL.
- ii. The bidder shall also indemnify to AIESL for making good any claim/ penalty/loss or damages including costs thereof in respect of any breach or violation on any of the provisions of any law including labour laws governing the employee of the bidder. In case of failure to make good above losses/expenses to AIESL, the same shall be deducted from the monthly bills/security deposit/future payments due to the bidder.

iii. The Service Provider shall have to give an undertaking in their technical bid and also to indemnify that all employees deployed for AIESL duty shall be their permanent employees and none of them shall claim employment in AIESL. The responsibility of discipline of the employee in case of any complaint from AIESL shall be solely that of the service provider.

26. **PENALTY :**

Prompt – Punctual – Efficient, Safe, Courteous and Quality is the essence of this service. Lapses due to contractor will be viewed seriously and penalties will be imposed on the contractor.

- i) Quantum of penalty will be decided in individual cases and decision of the Executive-HR, AIESL, Kolkata will be final and binding.
 - Particulars Sl. No. Penalty Amount (Rs.) Non deployment of coach (Monthly Bill / No. of hours 1 continuously for more utilized for the month) x No. of than one Hour but less hours coach not deployed + than eight hours Rs.1000/-Non deployment of (Monthly Bill / No. of hours 2 coach continuously for utilized for the month) x No. of more than eight Hours hours coach not deployed + Rs.2000/- per eight hour shift or part thereof 3 Non deployment of (Monthly Bill / No. of hours alternate coach within 01 utilized for the month) x No. of hour, in case of hours coach not deployed + breakdown of deployed Rs.1000/- (for less than eight hours) or Rs.2000/- per eight coach. hour shift/non deployment for that day. 4 Delay for deployment of Rs.2000/- per day delay coach beyond 15 days from the date of acceptance of LOA 5 Coach deployed in Rs.520/- per occasion unclean condition/ dirty seat cover Duty Driver not found in Rs. 252/- per each driver per 6 Uniform occasion 7 Non provision of Mobile Rs. 252/- per occasion Phone 8 Non-functioning door Rs.200/- per occasion closing system
- ii) The Company shall impose a penalty on any of the following occasions:

The above list is only an illustrative list and not an exhaustive one. For lapses not covered under the above list Clause no.26 (i) shall apply as deemed fit by AIESL and will be binding.

iii) In case of failure to commence the service on the stipulated time/date as per the LOA/contract issued, given EMD/SD will be liable to be forfeited or penalty as per Clause no-26 ii) sl.no.-3 will be applied at the discretion of AIESL.

- Penalties imposed for more than three occasions per month will be considered as irregularity on the part of contractor to execute this agreement and the decision taken by the Dy. General Manager (PPMM), AIESL, Kolkata in this regard will be final and binding.
- v) In the event of any damage caused to the property of AIESL/Any other Airlines and or to the passenger/staff (the property of staff) traveling in the coach provided/arranged by the contractor, either due to negligence or otherwise of/by the employees/coach of the contractor, necessary recovery as determined by AIESL shall be made from the monthly bill/security deposit.

27. Interpretation:

In the event of any difference in the interpretation of any of the clauses of the LOA / Agreement / Contract or the Tender documents, the clarifications given by the Dy. General Manager (PPMM), AIESL, Kolkata shall be final and binding.

28. Exit / Termination Clause:

- i. The validity of the agreement comes to an end IPSO FACTO by efflux of time unless otherwise renewed / terminated / extended.
- ii. In the event of the successful bidder failing to comply with any of the terms and conditions of the agreement, AIESL shall issue a notice of 30 days to the successful bidder to rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate the agreement by providing 30 days written notice to the successful bidder. The successful bidder shall not have any right to dispute or question the judgment of AIESL with respect to unsatisfactory performance of the successful bidder.
- iii. AIESL may, at any time, terminate the Contract with immediate effect by giving written notice to the successful bidder, if the successful bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue, thereafter, to AIESL.
- iv. Either side can terminate the contract by giving three months' notice in writing. In such an event the terminated party shall have no right to claim any compensation/damage etc. from the terminating party on account of early termination. However the parties should duly comply with their respective obligations during the notice period and thereafter discharge the obligations arising out of the agreement till the termination.
- v. In case the successful bidder discontinues operation without giving any notice, AIESL reserves the right to hire coach from other agency for transportation and the difference in cost that may be incurred over and above the Contractual rate of the Service provider shall be realized and /or recovered from the Service provider apart from levying any other penalty/ forfeiting Security Deposit amount.
- vi. In case of change in circumstance or any change in ownership of AIESL, AIESL reserves the right to terminate the agreement with immediate effect. AIESL shall have no further obligations or liabilities to the service provider for fees or damage of any kind except for payment of completed services up to date of termination or expiry of contract.

29. Relationship:

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

30. Arbitration:

Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Contract / Agreement or validity or the breach thereof, which despite best efforts cannot be amicably settled between the parties, shall be referred to "SCOPE FORUM OF CONCILIATION AND ARBITRATION – GOVT. OF INDIA" and the award made in pursuance, thereof shall be final and binding on the parties to the arbitration. The venue of arbitration shall be Kolkata and the arbitration proceedings shall be carried in English. The cost of the arbitration shall be borne by the parties as per the award of the sole arbitrator.

31. Jurisdiction

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

32. FORCE MAJEURE:

If at any time during the continuation of the contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that, if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 10 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit expecting such materials, bought out components and goods as the Seller may with the concurrence of the Buyer elect to retain.

The Bidder should be experienced and resourceful "Transport Service Providers" fulfilling the followingeligibility criteria:

- a) The Bidder can be a Proprietorship, Partnership Firm, LLP etc. or a Company/agency registered in India under the Indian Companies Act 1956/2013 as amended with their registered office in India for the last three years as on 31.12.2024.
- b) The Bidder should not be debarred/blacklisted by any Govt. Agency/PSU at the time of submitting bid.
- c) The Bidder must also fulfill other additional eligibility condition(s), if any, as prescribed in Tender Document (including addendums; if issued).
- d) Bidder should have Security Training Program done from BCAS (Bureau of Civil Aviation Security) for their Personnel/Drivers/Helpers/Staff.
- e) Bidder must arrange ADP (Airport Driving permit) for the vehicle and drivers to be deployed for the AIESL Service at their own cost.
- f) Bidder must arrange for AEP (Airport Entry Permit) for the vehicle and drivers/Helpers to be deployed for the AIESL Service at their own cost.
- g) **Drivers must have HMV driving license**.
- h) The Bidder must submit EMD along with Technical Bid(if applicable).
- The Bidder must have last 03 years of experience in transport services providing rented Coach/Vehicles during which must have executed at least 03 contracts, each of minimum 01 year duration. Copies of relevant contracts / orders to be uploaded along with the satisfactory completion certificate in support of having provided such services.
- j) The Bidder must be an income tax payee and should furnish PAN Registration No.
- k) The Bidder must have GST registration, at the time of application of the Tender.
- 1) The Bidder shall submit self-attested copy of Income Tax return for FY-2021-22, FY-2022-23, and FY-2023-24.
- m) The bidders must have annual turnover of at least Rs.30 Lakh/yr. for last 3 Fin. Years-2021-2022, 2022-2023, 2023-2024. Copy of Audited Balance Sheet & Profit and Loss Account certified by a Chartered Accountant or certificate from Chartered Accountant certifying annual turnover for last 3 financial years to be enclosed.
- n) Details of experience should be filled up in Annexure IV and PO copies / agreements with satisfactory performance certificate (issued by the user) for each order, be attached with the Annexure-IV & be submitted with Technical-Bid as proof of the experience failing which Tender shall be liable for rejection.
- o) The Bidder should have a working office in Kolkata for execution, monitoring/ supervision and management of the Contract and shall provide the phone no., email id. of a local responsible contact person who shall be available to visit the office and resolve the issues as and where required.
- p) In case, the Bidder is not having a working office in Kolkata at the time of application of the Tender and in case, he/she turns out a Successful Bidder, then he/she has to open a working office in the city and shall provide the phone no., email id. of a local responsible contact person who shall be available to visit the office and resolve the issues as and where required, within 30 days of accepting of the LOA/ Contract.
- q) All the pages of the tender document must be signed by the authorized signatory and sealed with the stamp of the bidding firm.
- r) All the documents as mentioned must be submitted otherwise tender will be treated as incomplete.

SCOPE OF WORK:

Nature of Work – Transportation of Staffs of AIESL inside the Airport restricted area (CISF Gate no. 1 to H1 & H2, Narayanpur Hangar) at NSCBI Airport, Kolkata-700052.

- 1. Place of work NSCBI Airport, Kolkata.
- 2. Type of Coach: 50-Seater Non AC Coach and the Coach should not be earlier than 2022 Model. The coach must have valid necessary Permit, Comprehensive Insurance, valid Certificate of Fitness, Pollution Control Certificate and all other documents as stipulated under Motor Vehicle Act. The sitting arrangement should be peripheral/conference type with provision of adequate grab handles for standees. The 1st foot step from ground should not be more than 10 inches to facilitate convenient embarkation/disembarkation of staffs into the Bus. The main staffs entrance door should be 03 (Three) feet in width with double swing door mechanism.

The coach should have a side storage space of at least 1 cubic meter. The space shall be used for transportation of the general-purpose items, that include but not limited to stationery items, uniforms, Aircraft parts, Tools and Cooked Food items (Lunch) in sealed container on daily basis or as and when required.

The coach must be neat and clean, well maintained both from inside and outside. The following items and components need to be in good condition and acceptable to AIESL authority: Seat cushions, Seat Covers, lights, mirrors, gauges, Grip handle in each seat, Window glass, Window grills, fire extinguisher, first aid kits, spare wheel and tools. Frame/structure of seat and Ceiling of the coach should not be worn-out. There should not be any water leakage. All tires and Brake system must be in good conditions. Coach body should not be damaged and should be with proper paint.

3. No. of coach required: - 01 (One)

4. Job details:

No. of days Coach required per month	Daily (Except
	Sunday)
Reporting time of Coach at NSCBI Airport, Kolkata	08.00 hrs.
Release time of Coach at NSCBI Airport, Kolkata	22.00 hrs.
No. of days Coach required per month	26 days
Monthly utilization of Coach (Approx. Hrs.)	364 hrs
Approx. no. of Trips /day (Going from CISF Gate no1 to	
Narayanpur and Back to be considered as 01 trip)	11*
Monthly utilization of Coach (Approx. Km.)	3000 Km.*
Distance between CISF Gate no. 1 to H1&H2,Naryanpur Hangar	5 KM. approx

*Note: The approx. no. of trips per day and Total Km. run or utilization of hours per month are indicative and which may be increased /decreased within the monthly utilization of Coach.

- 5. The bidder shall at his own cost ensure that the coach provided for the service have all requisite valid documents such as RC Book, Insurance Certificate (Comprehensive insurance policy) including emission test certificate (Pollution Under Control), as may be required from time to time for operation on road and should be made available in the coach.
- 6. The bidder shall render service either by his own coach or coach under his absolute custody. In respect of coach that is not in the name of the Bidder, an existing valid legal document to

substantiate that such coach is under absolute custody of the Bidder, should be provided along with the technical bid.

7. The Qualified bidders who are in possession of coach as per the model and chassis specified in the Tender shall have to provide such coach for inspection within 10 working days of intimation by AIESL. The coach shall be inspected by AIESL authority/committee as per the clause 2 of Scope of work The decision of AIESL shall be final, un-challenged and binding in this regard.

8. Driver's Statutory Requirements:

- a. The driver(s) deployed must be in possession of valid **HMV driving license** issued by the R.T.O. to drive such coach and must carry the same with him while on duty.
- b. The list of driver(s) so deployed shall be submitted to AIESL periodically in triplicate with their photograph affixed.
- c. The driver(s) and helper(s) so deployed shall be issued with AEP, ADP, Photo Identity card, Name Badges, visibility jackets to enter inside the airport area, provided by the bidder. Photo Identity card should have signature, company's name and seal, which shall be displayed by them while on duty.
- d. The bidder shall ensure that no driver either under the influence of alcohol or drugs or with psychiatric disorder or under stress is deployed for AIESL service. AIESL reserves the right to check the drivers for alcohol consumption test at random by AIESL authorized Medical Officer. If any driver failed in alcohol consumption test (Breath Analyzer Test) conducted by AIESL, bidder must replace the driver immediately on receipt of information from the AIESL authority, failing which penalty would be imposed as applicable.
- e. Since AIESL is a "Restricted Industry", all driver(s) deployed by the bidder for AIESL duty should be verified by the police for their character and antecedents. Such driver will not indulge in any illegal activities.
- f. The driver(s) so deployed for AIESL duty shall abide by all the rules and regulations relating to aviation safety and security that may be framed from time to time by such authorities as "Bureau of Civil Aviation Security", "Airport Authority of India", or any other agency associated with Airport activities. The bidder shall solely be responsible for any violation by his driver(s) deployed.
- g. **Nature of Contract:** The service contract shall be for providing the transport service and not for engagement of man power. The service provider's employees deployed for running the coach on AIESL duty shall be employees of the service provider and under no circumstances shall be deemed to be the employees of AIESL. AIESL shall have no relationship or nexus of any kind whatsoever with such employees deployed by the service provider. Such employees shall not be entitled to claim any right, privilege or benefit from AIESL and in the event of any such claim, the service provider undertakes to indemnify AIESL for any loss or demand financial or otherwise from his employees.

9. <u>Coach Statutory Requirements</u>:

- a. Aviation Obstruction light must be fitted at the top of the Coach to be deployed for AIESL services.
- b. Display board written with STAFF COACH for AIESL, KOLKATA must be displayed in front of the Coach.
- c. Speed governor to be fitted with the deployed coach as mandatory to run any vehicle inside the airport area.
- d. The bidder shall be solely responsible to comply with all provisions of Motor vehicle Act and all other laws, rules, regulations, guidelines etc. as applicable from time to time in respect of plying the coach.
- e. Separate log book will be maintained for recording arrival and departure timings the coach deployed and will be signed by AIESL officials so authorized.
- f. During the contract period if the coach is seized or detained or requisitioned by Police/ Motor Vehicle Authority or any other Authorities for whatsoever reasons that will be to the bidder's risk and cost and in the event of non-provisioning of coach for the aforesaid reasons compensation as

deemed fit will be payable by the bidder if another serviceable coach is not provided immediately.

- g. The bidder shall strictly adhere to the Labour Laws/ By Laws and M.V. Rules and Law of The Land as in force from time to time and shall indemnify AIESL against any cost/consequence/litigations arising out of his non-compliance or violation of any such Law/By Law/ Rules.
- h. The coach provided should have valid registration certificate, full comprehensive insurance and statutory requirements of Central/State Governments, fitness certificate, Pollution under Control, Road Tax, Permit, etc. The documents must be kept revalidated during the tenure of the agreement.
- i. The bidder shall bear all Levies, Cess, Parking charges etc. as may be levied by AAI, any agency, local bodies, government etc. in respect of coaches deployed by him for providing service.
- j. The bidder will give the statement of coach assigned for AIESL's job with registration number to HR Executive, AIESL, Kolkata. Any change in coach for any reasons to be notified. Copy of RC book and other documents connected to the coach deployed to be furnished to the authorized official of AIESL.
- k. The bidder will arrange at his own cost for regular cleaning of the outside and inside of the coach including upholstery, seats, seat covers, floor mats and other materials therein. The Interiors of the coach shall at all times be maintained neat, clean and in good hygienic condition.
- 1. The coach deployed may be replaced only for repairing purpose and any replacement of the declared coach is to be communicated to AIESL. The replaced coach can be deployed only after approval of AIESL authority.
- m. The coach deployed or replacement coach shall have valid permit issued by BCAS/AAI as per laws, rules, regulations, guidelines etc. as applicable from time to time in respect of plying the coach.
- 10. **Insurance / Risk Coverage:** The vehicle provided by the service provider for AIESL duty should be under coverage of comprehensive insurance with third party unlimited risk clause. AIESL will not be liable for any damages, whatsoever to public property, passengers and/or any third person due to any accident arising out of and in the course of deployment of the service provider's vehicle by AIESL. The service provider shall be solely responsible for any claims by any passenger/third party including Court cases and/or employees of AIESL traveling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise. The service provider shall be required to indemnify AIESL from any consequences arising out of and in the course of deployment of vehicles for AIESL duties.
- 11. **Refueling & Maintenance**: The successful bidder has to make his own arrangement for refueling/maintenance in such a manner that staff Transportation at Airports are not affected. The Kms incurred for the above purpose will be at the cost of the Service Provider and not payable by AIESL. Coach may be withdrawn, with prior intimation, for routine servicing and maintenance.
- 12. **Duty:** The nature of duty to be assigned to the driver/vehicle shall be done by the service provider as per the requirements of AIESL.
- 13. **Daily Report**: A log book (as per the proforma to be supplied by AIESL) will be kept in the coach recording arrival /departure report (trip-wise), odometer reading and same shall be got signed from the AIESL Authorized official. On the basis of above report of each day, the contractor shall prepare monthly bills enclosing therewith the original log book.
- 14. Safety of use's/ AIESL Staff: The Service Provider has to ensure the safety of passenger by avoiding negligent driving by their drivers such as over speed, rash/careless driving, and driving vehicle without brakes/defective brakes.
- 15. AIESL will not be responsible for any injury sustained by the employee of the Service Provider during the performance of their duties and also any damages or compensation due to any dispute between the Service Provider and its workers.
- 16. **Authorized Use:** The vehicle must not carry any person(s) other than those authorized by AIESL while performing AIESL Duty. The service provider has to follow and implement the instructions given to them from time to time.
- 17. **Parking**: The coach shall be parked at the designated places at the cost of the successful bidder.

TECHNICAL-BID FORM

Name	of the Bidder		
Comp	lete Address of the Bidder		
-	hone No. / Mobile No. / email ID		
Name	, Mobile number of Contact Person		
1	Technical Details of the Bidder	XZ / NT	Details
1	Whether Bidder is a Proprietorship/Partnership Firm, LLP,	Yes / No	
	etc./Company/Agency registered in India under the Indian		
	Companies ACT 1956 OR Indian Companies Act 2013 for		
	last 3 years as on 31^{st} Dec'24. Provide relevant document		
2	(Must)		
2	Details of Registration of Bidder		
	Self-attested copy of Registration Certificate to be enclosed. (If Applicable)		
3	Must have valid / current Trade license from	Yes / No	Trade License
C	Corporation/Municipality(attach copy of Trade License)	2.057 110	No
4	EMD (Wire Transfer) Rs.1,80,000.00	Yes / No	
4 5	Whether EMD being submitted	Yes/No	
<u> </u>	Experience details	Yes / No.	
0	Whether having last 03 years of experience in transport	1057110.	
	services providing rented Coach/Vehicles during which		
	must have executed at least 03 contracts, each of		
	minimum 01 year duration. Copies of relevant contracts /		
	orders to be uploaded along with the satisfactory		
	completion certificate in support of having provided		
	such services. (Must).		
7	Whether 03 years' experience details filled in the	Yes / No	
	Format (Annexure-IV). (Must)		
8	Whether Bidder is having an average annual turnover of	Yes / No	
	Rs.30 lakhs or above for last 03 FYs, i.e. FY 2021-22, FY		
	2022-23 and FY 2023-24. Copy of Audited Balance Sheet		
	& Profit and Loss Account certified by a Chartered		
	Accountant or certificate from Chartered Accountant		
	certifying Turnover for last 3 financial years to be		
	enclosed. (Must).		
9	Whether having a working office in Kolkata at the time of	Yes / No	
	application of the Tender? (Must)		
	In case "No" and if the Bidder turns out a Successful		
	Bidder, then it has to open a working office in Kolkata,		
	within 30 days of accepting of the LOA /Contract.		
10	Whether in possession of valid security clearance	Yes / No	
	certificate of BCAS /AAI for working at Airport. (Must).		
	In case of "No" and if the bidder turns out a successful		
	bidder, then he has to arrange for Security clearance		
	certificate/Pass/permits within 15 days of accepting the		
	LOA/Contract.		

		/	
11	Whether Certificate for unconditional acceptance of	Yes / No	
	Tender terms and undertakings, enclosed as performat		
	(Annexure-VI)? (Must)		
12	Whether duly signed non-disclosure agreement	Yes / No	
	enclosed (Annexure-VII)? (Must)		
13	Whether having GST registration?	Yes / No	
	Self-attested copy to be enclosed? (Must)		
14	Whether having PAN.	Yes / No	PAN:
	Self-attested copy to be enclosed. (Must)		
15	Whether self-attested copy(s) of Income Tax Returns for		
	last 03 Financial years viz. FY 2021-22, FY 2022-23 and	Yes / No	
	FY 2023-24 Enclosed? (Must)		
1.6		X 7 / X 7	
16	Whether payment terms of 30 days credit accepted?	Yes / No	
	(Must)		
17	Whether execution of Contract within 15 days from the	Yes / No	
	date of accepting LOA, is accepted?		
18	Are you already doing business with AIESL or with any	Yes / No	
	subsidiary Company/Firm/Proprietorship firm of AIAHL,	100 m	
	in same name OR under some other name? If		
	so, please provide details.		
19	Has your Company/Firm/Proprietorship firm, LLP, etc.	Yes / No	If yes,
	ever been Black-Listed by AIESL / AIAHL / any agency	1007110	provide
		1.00	details.
	of the Airport or elsewhere?		details.
	If yes, please give details. If no, please submit self-declaration.		
20	Has any Director/ Partner / Proprietor been convicted. If	Yes / No	If Yes,
20		103/110	tender will
	yes, give details.		not be
		1000	accepted.
	n n n		Any wrong
		-	
			declaration
			if detected
			later will
			render the
		ALC: NO.	Tender/
	AT ENGINEERING SERVICES LI	MITEO	Contract
			void
21	Whether any employee of AIESL or his/her spouse is	Yes / No	If Yes,
<i>L</i> 1		105/110	tender will
	related to your company in any capacity(if yes give details)		not be
			accepted.
			Any wrong
			declaration
			if detected
			later will
			render the
			Tender/
		1	1 011001/
			Contract
			Contract void

22	Vehicle details to be intended to deploy for AIESL duties :	Details :	Copy of				
	Registration No :	Detans :	each				
	Year of Manufacturing		certificate				
	Engine no.						
	Chassis No.		enclosed				
	Seating capacity		along with				
	Road Tax		Technical				
	Fitness certificate		Bid				
	Pollution certificate		Бій				
			•				
	Comprehensive Insurance Certificate						
23	It is confirmed that we are meeting the eligibility criteria as per capability & capacity to provide the services as per Annexur						
24	It is confirmed that there is no hidden cost to AIESL except f	for the cost as per	rates				
	quoted in the Financial Bid Form.						
25	It is confirmed that we have carefully gone through, understo	• •					
	by all the Terms & Conditions, Scope of work and Specificat	ions governing th	e				
	Tender.						
26							
	of the Technical - Bid.						
27	It is also confirmed that the information given in the Tender and documents attached are						
20	true and correct to the best of my knowledge and belief and nothing material isconcealed.						
28	It is also confirmed that I am authorized to sign the Tender de						
29	Any other information which bidders may like to furnish (Separate Sheet may be Enclosed if required.)						
Name	ture of Authorized Signatory: e & Designation: Company/Firm/Proprietorship Name & Seal):Date: :						

FORMAT FOR PROVIDING EXPERIENCE DETAIESLS

(TO BE ATTACHED WITH TECHNICAL-BID FORM)

Experience details (To be filled up by the Bidder):

SN	Contract Type	Name of Bidder Co.	Name of the contact person of Co.	Name of client for whom providing services	(From –	Annual Value Of Contract (INR)	No. of Coach Provided	Order / Contract Copy Provided or not	Satisfactory performance certificate provided or not
(I)	Transport	M/s				Rs.			
	Services /								
(II)									
(III)									

1 Important Notes for Bidders (to comply):

- (I) Experience details must be filled up in the above table and relevant documents must be uploaded.
- (II) Having different order copies in the same year cannot be counted as Three years' experience.
- (III) Order / Contract copy together with satisfactory performance certificate issued by the clients/ party(s), to be provided in support of Experience.
- (IV) Experience must be minimum Three years. During which must have executed at least 03 contracts, each of minimum 01 year duration.
- (V) If experience details are not filled in the above table and documents not provided as explained above, the Tender shall be liable for rejection.

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

BIDDER'S CHECKLIST

(To be submitted as part of Technical-Bid on Company Letter-head)

Bidder's Name	_
[Address and Contact Details]	
Bidder's Reference No	Date

Note to Bidders: This check-list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.

SN	Documents submitted, duly filled, signed	Status of submission (Indicated Yes / No/ NA)
01.	Whether Annexure III (Technical Bid Form) submitted in the	
	prescribed format	
02.	Whether the letter of authority (original "Power of Attorney" inthe name of person signing the Bid documents) submitted along with Technical Bid form (Annexure III) attached?	
03.	Self-attested copy of Registration certificates etc. of the	
05.	Company/Firm/Proprietorship firm (If Applicable)	
04.	Self-attested copy of PAN	
05.	Self-attested copy of GSTIN registration(s)	
06.	Whether Annexures III & V Duly filled, signed & stamped	
07.	Self-attested copy of MSME /Udyam registration	
08.	Self-attested copy of Start-up registration/ status	
09.	Whether all the documentary evidences as per Technical Bid	
09.	form are self-attested?	
10.	Documents relating to Bid Security	
11.	Documents/ contracts supporting the experience statement	
12.	Documents if any at the option of Bidder	

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

FORMAT FOR SUBMISSION OF UNDERTAKINGS

(TO BE ATTACHED WITH TECHNICAL-BID FORM)

То

DGM (E-PPMM)

AI Engineering Services Ltd, NTA, NSCBI Airport Kolkata

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

The following undertakings are accepted and confirmed as under:

- 1 That we are not a competitor Airline / MRO OR subsidiary company of anyAirline / MRO.
- That we hereby give our un-conditional acceptance of all the terms and 2 conditions including scope of work as given in the Tender.
- That the rates quoted, are valid for **180 days** from the date of opening of the 3 Technical - Bids.
- That we have the capability & capacity to provide the services as per terms of 4 the Tender.
- That we shall execute the order within **15 days** from the date of acceptance of 5 the LOA.
- That on acceptance of LOA, we shall sign the agreement of terms & conditions 6 within 30 days' time or latest by submission of the first bill.
- That payment term of **30** days is agreed. 7
- Possession of working office in Kolkata is optional at the time of application of 8 the Tender. However, if selected, we shall have / arrange a working office in Kolkata within 30 days of accepting of the LOA.(If having working office in Kolkata, Please confirm with address, phone & email)
- That all the requisite, registrations and licenses under all the applicable local State 9 and Central Taxes Law & Acts such as GST / Income Tax Act / Shop & Establishment Act / Insurance Act / Motor Vehicle Act, etc. as applicable from time to time, shall be adhered to and maintained up to date, as & if applicable, on such services. The same shall be produced for verification / checking of AIESL or to a third party authorized by AIESL / any Agency of Govt. of India.
- 10 That we would also provide an undertaking that the spot checks can be conducted by AIESL / third party authorized by AIESL, anytime for verification of quality of work / antecedents / credentials, etc. The shortcomings found, if any, would be overcome by the Service Provider within the given time, failing which AIESL shall be at liberty to impose penalty / cancel the Contract. Information given in the Tender and documents attached are true and correct to the best of my knowledge and belief and nothing material is concealed.
- 11 It is also confirmed that I am authorized to sign the Tender documents.

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

NON-DISCLOSURE AGREEMENT FROM THE BIDDER

(This document is strictly private and confidential)

To DGM (E-PPMM) AI Engineering Services Ltd NSCBI Airport Kolkata-700052

Dear Sir,

Sub: Non-disclosure Agreement

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

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

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

Yours sincerely,

Signature of Authorized Signatory: Name & Designation: Company/Firm/Proprietorship firm (Name & Seal):Date: Place:

SI.	Particulars	Rate Per Month	Rate Per Month
No.		(Rs.) in Fig.	(Rs.) in Words
1	Rate for hiring of One (01) no. 50 seater Non- AC Coach per month for 364 hrs. and 3000 Km. utilization inside NSCBI Airport area, Kolkata for transportation of Staff of AIESL and as per scope of work.		
2	Goods & Service Tax % (if applicable)		
3	Consolidated Monthly Rate = $(Sl. No. A + B)$		
4	Total Cost for 3 yrs. = Sl.No.3 X 36		
5	Rate for detention of Coach over the normal utilization of 14 hrs. per day	per hr.	per hr.
6	Rate for utilization of Coach over the normal utilization of 3000 Km. per month	per km.	per km.

Note:

(i) L1 rates will be decided considering Total cost under Sl.No.4 of the above table.

- (ii) Garage In and Garage Out would not be payable.
- (iii) The rate is to be quoted taking into consideration the agreement period, work scope, job details, distance and duration of service as detailed in the tender.
- (iv) The Rate quoted should be -

Inclusive of: Provision of coach, Cost involved in providing / arranging Maintenance, Fuel, lubricant, insurance premium, road tax, permit charges, drivers' wages, helpers' wages, overhead, profit, (except Goods &Service Tax), all other incidental and related charges (i.e. charges for Entry Permit of Coach inside Airport), Airside Driving Permit (ADP)/Airport Entry Permit (AEP) for the personnel deployed to provide the coach AIESL duty. **And,**

Exclusive of: Applicable Goods & Service Tax pertaining to rendering of such service. The same is to be mentioned separately and will be paid by AIESL as per prevalent rules. AAI Royalty (if applicable) maximum up to 13% pertaining to rendering of such service will be reimbursed by AIESL on actual basis on production of proof of such payment.

- (v) Fuel consumption considered will be: 05Kms. per liter of HSD.
- (vi) The approx. no. of trips per day and Total Km. run or utilization of hours per month are indicative and which may be increased /decreased within the monthly utilization of Coach. Utilization of Coach over the normal utilization of 3000 Km. per month or over the normal utilization of 14 hrs. per day will be paid extra as per quoted rates.
- (vii)The rates at which the work under this contract is awarded shall be operative for the entire period specified in the contract and no enhancement of rate whatsoever will be entertained during the period of the contract except hike in fuel cost, ref clause no.-19 a, 19b & 19c, page-11-12 of Applicable Rates & Validity.
- (viii) Any increase in cost of insurance/road tax/any other tax/levy, pertaining to the coach deployed for AIESL duty, in future, in connection with operations at present will have to be absorbed by the Successful Bidder.

IMPORTANT NOTE:

IF A BIDDER QUOTES NIL CHARGES / CONSIDERATION OVER AND ABOVE THE KNOWN MINIMUM CHARGES THAT ARE PAYABLE / APPLICABLE AS PER GOVERNMENT OR REGULATORY BODY, ETC. IN THE ABOVE FINANCIAL BID THEN THE BID WILL BE TREATED AS UNRESPONSIVE AND WILL NOT BE CONSIDERED.

Undertaking: I have carefully gone through and have understood and hereby agree to all the General Terms & Conditions, Work scope & specifications governing the tender and agree unconditionally to abide by / accept all the terms and conditions, entire work scope, all specifications and all undertakings included in this Tender Document. I hereby confirm that I am authorized to Sign the tender Documents.

Signature of Authorized signatory:	
Name & Designation:	
Company/Firm/Proprietorship firm (Name & Seal):	
Date:	
Place:	

Bid Security Declaration form (To be submitted on service provider's letter head)

To DGM (E-PPMM) AI Engineering Services Ltd NTA, NSCBI Airport Kolkata-700052

I/ we the undersigned, declare that:

 $\rm I/$ we understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I / We accept that I / We may be disqualified from bidding for any contract with you for a period of One year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I /We

- a) Have misrepresented/withdrawn / modified / amended, impairs or derogates from the tender, my / our Bid during the period of bid validity specified in the form Bid: or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail to execute the contract, if required, or (ii) fail to furnish the Performance Security, in accordance with the instructions to Bidders.

I / we understand this Bid Security Declaration shall cease to be valid if I am / We are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my / our Bid.

Signed :(insert signature of person whose name and capacity are shown)In the capacity of(insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Date on _____day of _____(insert date of signing)

Corporate Seal (where appropriate)