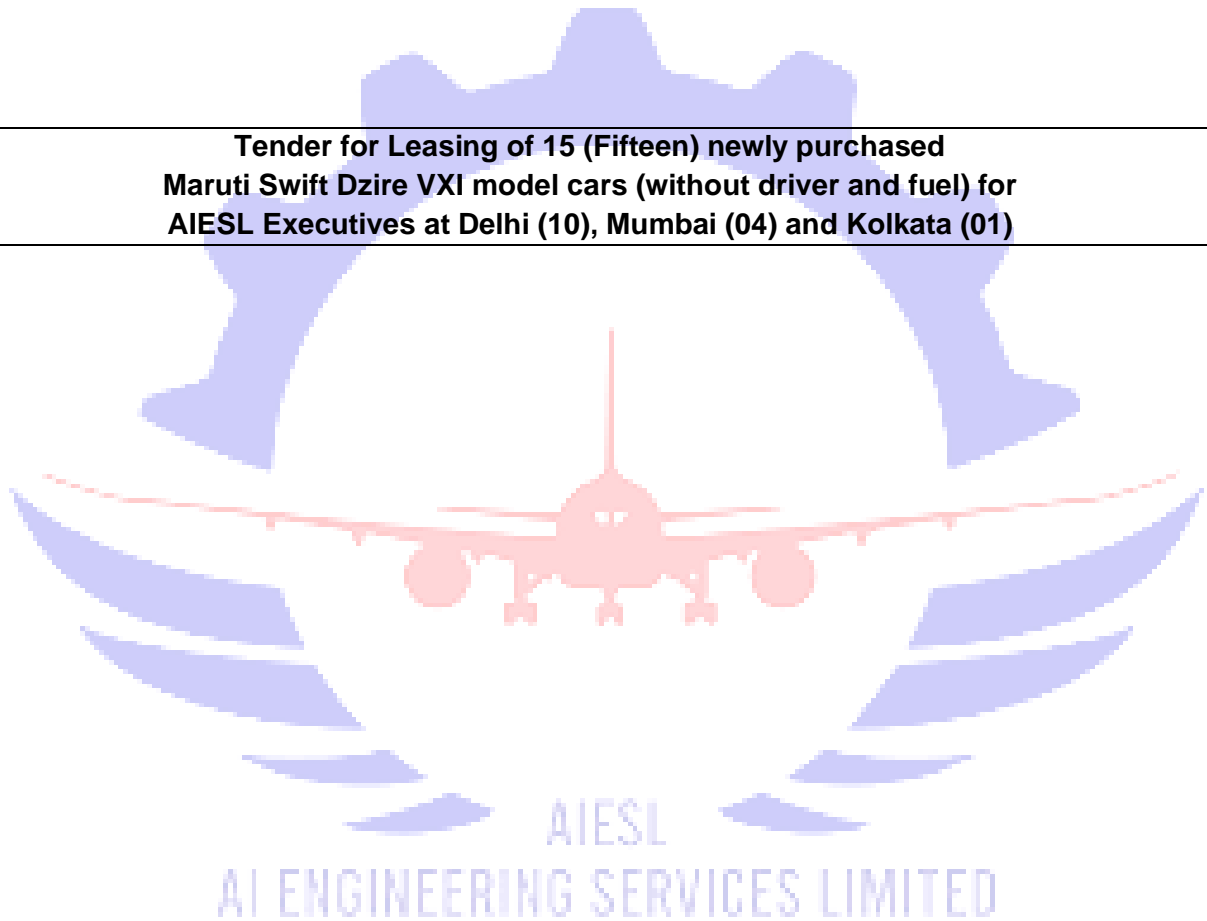




AI Engineering Services Limited

2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi-110003

**Tender for Leasing of 15 (Fifteen) newly purchased
Maruti Swift Dzire VXi model cars (without driver and fuel) for
AIESL Executives at Delhi (10), Mumbai (04) and Kolkata (01)**



S/d

GM (E-PPMM)

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1. 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 assumptions, assessments & 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 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.

2. NOTICE INVITING TENDER (NIT)**Bid Details Summary**

SN	PARTICULARS	DETAILS
01.	Name of the Work	Leasing of Fifteen (15) newly purchased Maruti Swift Dzire VXi model car (without driver and fuel) for AIESL Executives at Delhi (10), Mumbai (04) and Kolkata (01)
02.	Estimated Cost	Rs. 1,80,000,00/-
03.	Earnest Money Deposit	Rs. 2,00,000/-
04.	Security Deposit	5% of Contract Value
05.	Availability of bidding documents	Can be downloaded from www.aiesl.in 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 twenty (120) days from the date of submission of Bid.

2.1 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 footprint i.e., Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata, Nagpur, etc. With a great skill set, huge professional experience and competency, AIESL manages and maintains Airbus, Boeing & ATR's fleet with the Technical Dispatch Reliability of more than 99%, with hangars and bases located at all the major metros.

AIESL invites Public Tenders under **Two-Bid system** i.e. Technical-Bid and Price-Bid for Leasing of 15 newly purchased Maruti Swift Dzire VXi (Petrol) model car (without driver and fuel) for AIESL Executives from reputed Companies / firms in the business of auto/car leasing.

2.2 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) **Availability of the Tender Document:** 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.
- c) **Clarifications:** A Prospective Bidder requiring any clarification regarding the Tender Document may do so using GeM Portal. Also, please feel free to contact Sh. Ajit Singh (Contact no. 011-24600785), ajit.singh@aiesl.in for any query related to tender.

2.3 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.**

2.4 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.

2.5 Bid Opening

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

3. INSTRUCTIONS TO BIDDERS

3.1 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

Note: **Annexure VII:** Non-Disclosure Agreement to be submitted by successful bidder only

4. 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:

- 4.1** 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.
- 4.2** 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.
- 4.3** Purchase preference to make in India would be provided in line with the Letter no. P45021/2/2017-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.

5. Relaxation in turnover and prior experience to Micro, Small & Medium Enterprises (MSMEs) and Start-up Enterprises

No relaxation in turnover criteria and prior experience shall be given to Micro, Small & Medium Enterprises (MSMEs) and Start-up Enterprises.

6. Bid Prices

6.1 Price Schedule (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.

7. Downloading the Tender Document; Corrigenda and Clarifications

7.1 Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned on 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.

7.2 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 corrigendum

or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum 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 in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

7.3 Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document through GeM Portal, provided the clarifications are raised at least 72 hours prior to submission of bid. The response to the clarifications (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.

8. 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) If the Technical-Bid and / or the Price-Bid (only of technically qualified Bidders) has been received after due date and time.
- b) If the Technical-Bid and / or the Price-Bid have been received by email.
- c) If the Technical-Bid and / or the Price-Bid have been received unsigned / incomplete.
- d) If the Technical-Bid and / or the Price-Bid have not been received.
- e) If the price bid is attached with the technical bid or if any type of price quote has been given in the technical bid.
- f) 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.
- g) Conditional Bids (Technical / Price-Bid) would not be accepted and shall be rejected.
- h) Bids not filled in the manner and as per formats, shall be rejected.
- i) Bids not fulfilling the Eligibility criteria as specified in the Tender shall be rejected during technical evaluation.
- j) In case both the Tender Forms, i.e. Part-A (Technical Bid) & Part-B (Financial Bid of only technically qualified Bidders) not received in required format.
- k) If the Bids are submitted in different names.
- l) 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.

9. Evaluation of Bids:

9.1 Technical-Bids:

The Technical-Bids would be opened first & evaluated for compliance of 'Eligibility Criteria' as specified in the Tender.

9.2 Price-Bids:

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

The Price-Bids of only technically suitable Bidders, who qualify the 'Eligibility Criteria' of the Tender, would be opened on a later date.

9.3 Bid Validity

1. Price Offered by the Bidder should be valid for **120** 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.

9.4 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 bidders' 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.

9.5 Queries from the Bidders during Evaluation of Bids:

During the process of the evaluation of Bids, no queries shall be entertained from the Bidders with regard to the status of the Bids.

9.6 Extension of closing date / due date / time of Tender:

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

9.7 Applicable Rates & Validity:

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

(a) **Inclusions:**

The rates offered by the Successful Bidder shall be inclusive of all Govt. Taxes / Levies, Insurance, depreciation, cost of Finance, Fleet Management Cost / Services / Charges, Fleet Supervision / Monitoring Cost, Contract Management Fees, pollution check charges etc.

(b) **Exclusions:**

The GST on applicable monthly charges is excluded. This would be paid, if applicable, together with the monthly bills on submission of proof of payment, as applicable, from time to time.

(c) Rate Negotiations:

It is **NOT** the general practice of AIESL to carry out Post Tender Negotiations. Therefore, Bidders are advised, in their own interest, to submit their best quotes in response to this Tender.

10. Indemnification of claims / damages or penalty by the Bidder / Service Provider

10.1 The Bidder shall indemnify to AIESL against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident / incident involving the car deployed.

11. Earnest Money Deposit (EMD)

- (a) The Tenderer shall deposit along with the technical bid, an Earnest money of Rs. **2,00,000** (Rupees Two Lakh only) through wire transfer remittance (NEFT/RTGS) 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 Bidder whose offer is accepted will be kept until the time, the Bank Guarantee/ Security Deposit is not received.

33029526378

Following Bank account of AIESL shall be used for Earnest Money Deposit

Beneficiary Name	AI Engineering Services Limited
Bank Name	SBI Main Branch Parliament Street New Delhi -110001
Beneficiary Account	33029526378
IFSC Code	SBIN0000691

- (b) Tenders without the EMD shall be rejected.
- (c) In case a tenderer withdraws his bid during the process of evaluation of tender, or fails or refuses to accept the contract if awarded in his favor, the Earnest Money Deposit will be forfeited.
- (d) EMD of the Tenderers, 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 Tenderer can be adjusted against Security Deposit/ Performance Bank Guarantee.

11.1 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 **MSEs** registered under **Udyam Registration** are exempted from payment of Earnest Money Deposit (EMD).

11.2 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 to MSE. The MSE for the Tendered item and quoting price within a price band of L1 + 15

percent may be awarded for shall be allowed to supply of requirement by bringing down their price to L1 price in a situation where L1 price is from a Party other than a MSE.

11.3 Validity to avail Exemption / preferences for clause 11.1 and 11.2 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.

12. GENERAL TERMS AND CONDITIONS (GTC)

12.1 Abbreviations used:

AIESL means AI Engineering Services Limited
SD means Security Deposit
PBG means Performance Bank Guarantee
DD means Demand Draft
BG means Bank Guarantee
LOA means Letter of Award
VRO means Vehicle Requisition Order

12.2 Contract / Agreement means the Contract as signed between AIESL and the Successful Bidder for “Leasing of 15 newly purchased Maruti Swift Dzire VXi (Petrol) model cars (without driver and fuel) and the Scope of Work given in the Tender”.

12.3 A. 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.

B. The ‘Successful Bidder’ as used in the Tender document, shall mean the one who has been declared as:

- i) Lowest Bidder;
- ii) Whose Bid is under consideration for award of Letter of Award (LOA);
- iii) Received Letter of Award (LOA);
- iv) Awarded Contract for commencement / execution of services.

12.4 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.

12.5 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.

- 12.6** 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.
- 12.7** 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.
- 12.8** Tenders should be filled in prescribed forms only and be duly signed and stamped.
- 12.9** 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.
- 12.10** 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.
- 12.11** 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.
- 12.12** Bids should be unconditional. In case of any condition, the Bid shall be treated as disqualified and shall be rejected.
- 12.13** 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.

13. UNDERTAKINGS by the Successful Bidder:

- 13.1** The Bidder must give an undertaking that all the requisite, registrations and licenses under all the applicable local State 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 & 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.
- 13.2** 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.

13.3 For Execution of Contract

The Bidder must give an undertaking that on award, the Contract shall be executed within **30 days** from the date of acceptance of the LOA.

13.4 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.

14. Sub-Contracting:

14.1 Since the vehicles will be registered in the name of AIESL, the Leasing Company (Service provider) will not be allowed to sub-lease/lien the vehicles to any bank/company/financial institution.

14.2 The Service Provider shall not sub-Contract the work or any part thereof, to any other person, concern, firm or company.

14.3 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.

15. Supervision and monitoring of duties of daily work schedules

Supervision and monitoring of vehicle maintenance schedules, 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.

16. Award of Contract, Acceptance, commencement & Signing of agreement:

The award of Contract to the Successful Bidder shall be subject to fulfillment (in addition to eligibility criteria and the undertakings) of the following conditions:

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

16.2. The Successful Bidder shall deploy the car within 30 days from the date of acceptance of the LOA, or as specified in the LOA.

16.3. The Successful Bidder has to execute a Contract with all terms & conditions with AIESL on an Rs.100/- non-judicial Stamp Paper in Delhi, within **30 days** of his acceptance of the LOA.

17. Exit Clause / Termination of the Contract:

The Contract may be terminated under the following circumstances:

17.1 AIESL may, at any time, terminate the Contract with immediate effect by giving written notice to the Bidder, if the Service Provider 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. In this case, no compensation shall be made available to the Service Provider.

17.2 In case of unsatisfactory performance OR breach of any of the clauses of the Tender / Contract, AIESL shall issue a written notice of **30 days** to the Contractor to rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate the Contract without any further notice to the party. The Contractor shall not have any right to dispute or question the judgment of AIESL, on its unsatisfactory performance.

18. Change of circumstances / operations, etc.:

18.1 In case of change in the circumstances / operations etc., AIESL shall have the right to terminate the Contract by serving a **30 days** written notice to the Service Provider. In this case, the Service Provider shall not have any right to claim damages / compensation from AIESL.

18.2 The Service Provider shall also be at liberty to terminate the Contract by providing to AIESL, 90 days written notice. However, the Service Provider shall comply with and continue to discharge, all the Contractual obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination date. The Service Provider who exercises the option of this exit clause will not be allowed to participate in any Tenders of AIESL for the next minimum period of **02 years**.

19. Revision of Rates during Contract period:

a. General:

No request shall be entertained for increase of Rates, during the validity of the Contract and extensions, if any, under any circumstances.

b. Revision due to increase in Govt. Taxes / levy:

As applicable.

20. Period of Contract:

The initial Contract period will be of **Four (04) 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.

21. Payment of Bills:

21.1 No advance payment shall be admissible in any case. The Service Provider shall submit monthly bills to the AIESL User Department at AIESL Headquarters.

- 21.2** AIESL shall pay monthly bills by an ECS / NEFT / RTGS clearance within **45** days of submission of the Bills to user department for the undisputed amount.
- 21.3** The payments shall be made after deduction of all applicable taxes including tax deduction at source (TDS).
- 21.4** Delay in payments on account of wrong billing / incomplete billing / late submission of the bills, etc. shall be the responsibility of the Service Provider.
- 21.5** The Service provider shall provide a Log Book for the Car for recording the month-wise utilization of the Car.
- 21.6** 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

22. Security Deposit (SD):

The Successful Bidder, shall on signing of the Agreement, deposit and continue to maintain validity for two months beyond the contract validity, a sum equivalent to 5% of the value of the Contract as estimated by AIESL, as SD in the form of 'Bank Guarantee'/ Demand Draft from a Scheduled Nationalized Bank.

The SD has to be deposited at the time of commencement of the Contract but positively before submission of 01st month Bill.

In case, SD is not deposited by the Contractor in time, its bills shall not be processed for payment.

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, and shall be refunded without interest, only on successful completion of all the Contractual obligations.

23. Distribution of Business:

The Bidder is required to Bid for leasing of 15 newly purchased Maruti Swift Dzire VXI (Petrol) model car (without driver and fuel) for AIESL Executives at Delhi, Mumbai and Kolkata and is required to give a confirmation in the "Technical-Bid (**Annexure-III**)" that they have sufficient capacity to supply the Tendered car, as per AIESL requirement.

24. Interpretation:

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

24.1 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.

24.2 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, NEW DELHI" and the award made in pursuance, thereof shall be binding on the parties to the arbitration.

24.3 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 New Delhi / Delhi Courts only.

25. SPECIAL TERMS & CONDITIONS (STC):**25.1 Scope of Work for Car:**

- i) The 15 newly purchased Maruti Swift Dzire VXI (Petrol) model cars (without driver and fuel) shall be required by AIESL for its executives at Delhi (10), Mumbai (04) and Kolkata (01) on 24Hrs x 365 days basis.
- ii) 15 newly purchased Maruti Swift Dzire VXI (Petrol) model car (without driver and fuel) for AIESL Executives shall be driven by AIESL executive and/or by the drivers appointed by the executives for this purpose.
- iii) Use of the 15 newly purchased Maruti Swift Dzire VXI (Petrol) model car (without driver and fuel) shall not be interfered in any manner whatsoever by the service provider OR any person claiming directly OR indirectly to be the representative of the service provider.
- iv) The running Kms for each vehicle during Leasing period of 04 years, shall be **72,000 Kms.**
- v) **Extra Kms Charges (Rs. per Km):**

In the event, if the actual kilometers run by the car exceeds the Contracted kilometers, then AIESL shall pay the excess kilometer charge, as per the rates finalized in the Contract.

- vi) **Less mileage discount (Rs. per Km):**

In the event, if the actual Kms run by the car are less than the Contracted kilometers (72,000 Kms), then the successful bidder shall give discount per Km for short Kms on monthly basis as per the rates finalized in the Contract.

vii) **Log/Accounting of kilometers Run:**

For calculating the utilization of the vehicle, the milometer of the vehicle must remain serviceable all the time during the contract period. Any excess/short kilometers run of the vehicle beyond Contracted kilometers i.e. 1,500 Kms, shall be adjusted every month for invoicing purposes.

25.2 Documentation:

- i) The Successful Bidder on receipt of **VRO** shall provide copy of Invoice, Insurance and RC of the car to AIESL.
- ii) Upon delivery of the car to AIESL, the Successful Bidder shall send a copy of the acknowledgement to GM (PPMM), AIESL Headquarters by email at alok.agarwal@aiesl.in.

25.3 Availability of car:

The Successful Bidder shall provide 15 newly purchased Maruti Swift Dzire VXI (Petrol) model car (without driver and fuel) for AIESL Executives within **30 days** of acceptance of VRO at New Delhi.

25.4 Extension of delivery period:

In case of delay and if requested by the Successful Bidder, the competent authority at AIESL may consider the request at its sole discretion, if it is due to short supply of the make OR any other prevailing market conditions.

25.5 Insurance:

- i) AIESL requires Comprehensive Insurance Policy with 'accident depreciation waiver'.
- ii) AIESL will have 'No liability' on insurance claims for damage to the car during use subject to insurance claim being admissible by the insurer as per Insurance Regulatory Development Authority norms.
- iii) The Successful Bidder will take only 'Comprehensive Insurance Policy' for the car with unlimited 3rd party coverage.

25.6 Minimum additional coverage under 3rd Party insurance coverage:

The following minimum additional coverage under 3rd party will be applicable:

- i) Legal liability of the driver.
- ii) Personal accident coverage to unnamed driver.
- iii) Legal liability to employer:
 - Cover of Rs.2.0 Lac to the driver.
 - Cover of Rs.2.0 Lac to the extent of seating capacity inclusive of driver.

25.7 Facility Management Services (FMS):

The Service Provider shall be responsible to provide FMS without any extra charge to AIESL except for fixed monthly rentals. The FMS shall include all running and minor / major repairs, Service and maintenance including replacement of tires & batteries, etc. by the Service Provider without any cost to AIESL.

25.8 For Execution of Contract:

The Successful Bidder undertakes that the Car shall be provided to AIESL as per the Work Scope of the Tender, within 30 days from the date of acceptance of the PO / VRO, after signing of the agreement.

- i) The Successful Bidder shall give the official mailing address, email and phone numbers to which all correspondences shall be sent by AIESL. Also, if their address is changed at any time, the same shall be intimated to AIESL immediately.
- ii) Any notice by one Party to the other, pursuant to the Contract, shall be sent in writing to the address specified for that purpose in the Contract.
- iii) For deregistration of the ownership on termination or completion of the Contract. The Successful Bidder undertakes that upon termination / completion of the Contract, the Successful Bidder shall arrange change of RC's of the Cars for removing of ownership of AIESL at his own initiative & cost. However, the Successful Bidder also indemnifies that AIESL shall not be responsible for any accident / incident / any claim / any damages incurred after the Car is returned to the Successful Bidder for deregistration.

25.9 Claims for Damages:

AIESL shall promptly notify the Contractor of any claims / deficiency on the part of it arising under / out of the Contract.

In case the Successful Bidder, having been notified by AIESL, fails to take remedial action within **10 days**, AIESL may take a remedial action at the "risk & cost" of the Successful Bidder. In this case, and in case of repeat default by the Successful Bidder, AIESL may terminate the Contract without prejudice to any other rights which AIESL may have on the Successful Bidder under the Contract.

25.10 Supervision and monitoring of maintenance schedule of the Car

Supervision, monitoring and implementation of the maintenance schedules of the Car, shall be the responsibility of the Successful Bidder. Therefore, the Successful Bidder must have a provision for monitoring and effective management of the Contract including maintenance of car without any extra cost to AIESL.

25.11 Validity of Leasing charges/ Rates:

Once VRO is placed by AIESL and car is provided by the Successful Bidder, the leasing Rentals / rates for such car will not change during the leasing period of Four years except for GST.

25.12 Extension of leasing Period and payment of Leasing charges for Extension period:

At the end of Leasing Term, the Service Provider has a right to bill the same rentals in case of extension of the agreement at the same Rates. AIESL can approach the Service Provider and extend the leasing Term on mutual consent.

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.
- 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.



Eligibility Criteria for the Bidders

The Bidder should be experienced and resourceful "Service Providers" fulfilling the following eligibility 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 31.12.2023.
- b) The Bidder must also fulfill other additional eligibility condition(s), if any, as prescribed in Tender Document (including addendums; if issued).
- c) The Bidder must submit EMD along with Technical Bid. The MSEs registered under Udyam Registration are exempted from payment of Earnest Money Deposit (EMD).
- d) The Bidder must have a total 05 years of experience in providing vehicle leasing services i.e from 01st January 2019 till 31st Dec 2023, during which must have executed at least 03 contracts (leasing of cars), 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.
- e) Bidder must provide self-attested copy of GST registration certificate and PAN Card.
- f) The Bidder shall submit self-attested copy of Income Tax return for FY-2020-21, FY-2021-22, and FY-2022-23.
- g) The bidder must have an average annual turnover of **55 Lakhs** in FY 2020-21, FY 2021-22 and FY 2022-23. The bidder shall submit the following documents in support of average annual turnover:
 - (I) In case the bidder is required to get his accounts audited as per law, self-attested copy of the Audited Balance Sheet and Profit & Loss account for FY 2020-21, FY 2021-22 & FY 2022-23.
 - (II) In case the bidder is not required to get his accounts audited as per law, a Certificate from a Chartered Accountant certifying its turnover for FY 2020-21, FY 2021-22 & FY 2022-23.

Note:

- 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.
- The Bidder should have a working office in Delhi / NCR for execution, monitoring/ supervision and management of the Contract. The bidder is also required to have the offices in Kolkata and Mumbai.
- In case, the Bidder is not having a working office in Kolkata/Mumbai/Delhi/ NCR 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, within 30 days of accepting of the LOA/ Contract.
- The Bidder must be an income tax payee and should furnish PAN Registration No. **(Must)**

- The Bidder must have GST registration, at the time of application of the Tender. **(Must)**

Important Points for the prospective Bidders:

Copies of documentary proof of PAN & GST must be furnished along with Technical-Bid form. Replies such as 'Applied for' OR 'Under Process' shall not be acceptable under any circumstances.



Annexure - II**A SCOPE OF WORK:**

The present requirement is to provide 15 newly purchased Maruti Swift Dzire VXI (Petrol) model car (without driver and fuel) for AIESL Executives as per details below:

Location	Type of vehicle required.	No. of vehicles	Approx. monthly running (Kms) per vehicle
Delhi -10 Mumbai - 04 Kolkata - 01	AC Maruti Swift Dzire VXI (Petrol)	Total 15	1,500 Kms per month

Condition of vehicle	Newly purchased vehicles registered in the name of AIESL, leased and maintained by the bidder
Vehicle Color	White
Vehicle Number Plate	White Plate Registration Number
Maintenance / fitness / Insurance	To be borne by Successful Bidder
Fuel	Fuel cost to be borne by AIESL or its employees

B Insurance:

- 01.** AIESL requires Comprehensive Insurance Policy with 'accident depreciation waiver'.
- 02.** AIESL will have 'No liability' on insurance claims for damage to the car during use subject to insurance claim being admissible by the insurer as per Insurance Regulatory Development Authority norms.
- 03.** The Successful Bidder will take only 'Comprehensive Insurance Policy' for the car with unlimited 3rd party coverage.
- 04.** Minimum additional coverage under 3rd Party insurance coverage:

The following minimum additional coverage under 3rd party will be applicable.

- i) Legal liability of the driver.
- ii) Personal accident coverage to unnamed driver.
- iii) Legal liability to employer:
 - Cover of Rs.2.0 Lac to the driver.
 - Cover of Rs.2.0 Lac to the extent of seating capacity inclusive of driver.

C Periodic / breakdown Maintenance of the cars:

- 1) The service provider/financer will be responsible to maintain the cars in good road worthy condition. All maintenance, periodic and/or breakdown will be provided by the contractor. The cars will be sent for the periodic maintenance as per the guidelines of the manufacturer of the car. Supervision, monitoring and implementation of the maintenance schedules of the Car, shall be the responsibility of the Successful Bidder.

Therefore, the Successful Bidder must have a provision for monitoring and effective management of the Contract including maintenance of car without any extra cost to AIESL.

D TECHNICAL TERMS AND CONDITIONS:

- 1) The cars are required for the executives of AIESL driven by them or by their appointed drivers
- 2) Cars deployed shall be newly purchased and registered in the name of AIESL and financed by the service provider. The cars will be maintained neat and clean both internally and externally & in good and road worthy condition all the time with neat and clean upholstery.
- 3) The cars must be registered in Delhi/ Mumbai / Kolkata as per the location described above in para-A.
- 4) The Successful Bidder must provide newly purchased Car, within 30 days from the date of acceptance of the LOA / Contract.
- 5) In the event of breakdown of Car(s) for any reason, whatsoever, immediate replacement by similar Car will have to be provided by the Contractor, failing which a penalty shall be imposed in addition to reimbursement of all expenses incurred by AIESL in this regard.

6) **Help Desk:**

The Successful Bidder should have proper office with minimum one telephone & fax manned round the clock so that they can be contacted at any time. Bidder should give their office and residential telephone number/contact person(s) name in their quotation.

7) **Designated Representative:**

The Successful Bidder shall nominate a designated representative with mobile phone to coordinate and liaise with GM (PPMM), AIESL Headquarters.

8) **Supervision of the provided car:**

The Successful Bidder shall appoint an independent supervisor to monitor the smooth operations of the car, without any extra cost to AIESL.

9) **Services / Dispute redressal by Successful Bidder:**

The Contract is for providing Cars (without Driver and fuel) only and not for engagement of any staff deployed for running the fleet.

The essence of the Contract will be on qualitative / satisfactory services. Any complaint on account of unsatisfactory services of Car will be liable for such penalty as may be considered reasonable by AIESL

- 10) The Successful Bidder shall comply with all the laws, rules, and regulations applicable to him in respect of leasing the Cars and any breach thereof shall render the Contract liable to cancellation. The Successful Bidder will have to ensure that all the obligations under various applicable acts, rules and regulations as amended from time to time, for leasing cars to AIESL are to be fulfilled and complied.

11) Rates:

Rates to be quoted in INR only. Any deviation in currency OR if rates quoted are conditional, the same shall be out rightly rejected.

12) Penalty:

Description	Penalty Amount in INR
Delay in periodic maintenance as prescribed by OEM	500/- per car per day
Delay in resolution of breakdown beyond 48 hours	500/- per car per day

**Annexure - III****TECHNICAL-BID FORM**

Name of the Bidder			
Complete Address of the Bidder			
Telephone No. / Mobile No. / email ID			
Name, Mobile number of Contact Person			
1	Technical Details of the Bidder		Details
(I)	Whether Bidder is a Proprietorship/Partnership Firm, LLP, 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'23. Provide relevant document (Must)	Yes / No	
(II)	<u>Details of Registration of Bidder</u> Self-attested copy of Registration Certificate to be enclosed. (If Applicable)	-----	
2	EMD (Bank Draft/ Banker's cheque)	Rs. 2,00,000	
3	Whether EMD being submitted	Yes/No	
4	<u>Experience details</u> h) Whether having 05 years' experience in vehicle leasing services as per eligibility criteria of Tender, from 1 st January 2019 till 31 st Dec 2023. (Must) . During which must have executed at least 03 contracts (leasing of cars), 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.	Yes / No.	
(I)	Whether 05 years' experience details filled in the format (Annexure-IV). (Must)	Yes / No	
(II)	Whether Bidder is having an average annual turnover of Rs. 55 lakhs or above for last 03 FYs, i.e. FY 2020-21, FY 2021-22 and FY 2022-23 (Must) . <u>In case of audit is required as per law</u> Copy of self-attested audited balance sheet and profit and loss account for FY 2020-21, FY 2021-22 and FY 2022-23 to be submitted in support of turnover. <u>In case audit is not required as per law</u> a certificate from Chartered Accountant certifying the turnover of FY 2020-21, FY 2021-22 and FY 2022-23 in support of turnover.	Yes / No	
5	Working Office		
(I)	Whether having a working office in Delhi /Mumbai / Kolkata at the time of application of the Tender? (Must) In case, the Bidder turns out a Successful Bidder, then it has to open a working office in Delhi /Mumbai / Kolkata, within 30 days of accepting of the LOA / Contract.	Yes / No	
(II)	Whether Certificate for unconditional acceptance of Tender terms and undertakings, enclosed as per format (Annexure-VI)? (Must)	Yes / No	

6	Whether duly signed non-disclosure agreement enclosed (Annexure-VII)? (Must)	Yes / No	
7	Whether having GST registration? Self-attested copy to be enclosed? (Must)	Yes / No	
8	Whether having PAN. Self-attested copy to be enclosed. (Must)	Yes / No	PAN:
9	Whether self-attested copy(s) of Income Tax Returns for last 03 Financial years viz. FY 2020-21, FY 2021-22 and FY 2022-23 Enclosed? (Must)	Yes / No	
10	Whether payment terms of 45 days credit accepted? (Must)	Yes / No	
11	Whether execution of Contract within 30 days from the date of accepting LOA, is accepted?	Yes / No	
12	Are you already doing business with AIESL or with any subsidiary Company/Firm/Proprietorship firm of AIAHL, in same name OR under some other name? If so, please provide details.	Yes / No	
13	Has your Company/Firm/Proprietorship firm, LLP, etc. ever been Black-Listed by AIESL / AIAHL / any agency of the Airport or elsewhere? If yes, please give details.	Yes / No	If yes, provide details.
(I)	It is confirmed that we have the capability & capacity to provide the services as per terms of the Tender.		
(II)	It is confirmed that there is no hidden cost to AIESL except for the cost as per rates quoted in the Financial Bid Form.		
(III)	It is confirmed that we have carefully gone through, understood and hereby agree to abide by all the Terms & Conditions, Scope of work and Specifications governing the Tender.		
(IV)	It is also confirmed that the quoted rates are valid for 120 days from the date of opening of the Technical - Bid.		
(V)	It is also confirmed that the 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.		
(VI)	It is also confirmed that I am authorized to sign the Tender documents.		
<p>Signature of Authorized Signatory: Name & Designation: Company/Firm/Proprietorship firm (Name & Seal): Date: Place:</p>			

FORMAT FOR PROVIDING EXPERIENCE DETAILS

(TO BE ATTACHED WITH TECHNICAL-BID FORM)

1 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	Period of Contract (From – To) (Date)	Annual Value Of Contract (INR)	No. of Car Provided	Order / Contract Copy Provided or not	Satisfactory performance certificate provided or not
(I)	Transport Services /	M/s				Rs.			
(II)									
(III)									

2 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 Five 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 Five years on or after **January 2019** onwards till 31.12.2023). During which must have executed at least 03 contracts (leasing of cars), 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:

Annexure - V

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 _____
 Tender Document No. Tender No. _____

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" in the 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 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 form are self-attested?	
10.	Documents relating to Bid Security	
12.	Documents/ contracts supporting the experience statement	
13.	Documents if any at the option of Bidder	

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

Annexure - VI

FORMAT FOR SUBMISSION OF UNDERTAKINGS**AI Engineering Services Limited**

Page 27 of 32

2nd Floor, CRA Building, Safdarjung Airport Complex, ND-110003

(TO BE ATTACHED WITH TECHNICAL-BID FORM)

To
 General Manager (PPMM)
 AI Engineering Services Ltd,
 2nd Floor, CRA Building,
 Safdarjung Airport Complex,
 New Delhi-110003

Tender No.: _____

Dated: _____

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 any Airline / MRO.
- 2 That we hereby give our un-conditional acceptance of all the terms and conditions including scope of work as given in the Tender.
- 3 That the rates quoted, are valid for **120 days** from the date of opening of the Technical - Bids.
- 4 That we have the capability & capacity to provide the services as per terms of the Tender.
- 5 That we shall execute the order within **30 days** from the date of acceptance of the LOA.
- 6 That on acceptance of LOA, we shall sign the agreement of terms & conditions within 30 days' time or latest by submission of the first bill.
- 7 That payment term of **45** days is agreed.
- 8 Possession of working office in Delhi /Mumbai / Kolkata is optional at the time of application of the Tender. However, if selected, we shall have / arrange a working office in Delhi /Mumbai / Kolkata within **30 days** of accepting of the LOA.(If having working office in Delhi /Mumbai / Kolkata, Please confirm with address, phone & email)
- 9 That all the requisite, registrations and licenses under all the applicable local State 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:

Annexure - VII**NON-DISCLOSURE AGREEMENT FROM THE BIDDER****AI Engineering Services Limited**Page **28** of **32**2nd Floor, CRA Building, Safdarjung Airport Complex, ND-110003

(This document is strictly private and confidential)

To
General Manager (PPMM)
AI Engineering Services Ltd,
2nd Floor, CRA Building,
Safdarjung Airport Complex,
New Delhi-110003

Tender No.: _____

Dated: _____

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,

AI ENGINEERING SERVICES LIMITED

Signature of Authorized Signatory:

Name & Designation:

Company/Firm/Proprietorship firm (Name & Seal):

Date:

Place:

Annexure -VIII

PRICE-BID Form

AI Engineering Services Limited

Page **29** of **32**

2nd Floor, CRA Building, Safdarjung Airport Complex, ND-110003

01.	Name of the Bidder / Co.			
02.	Address			
03.	Telephone No. Email ID			
04.	Name of Contact Person / Mobile (1) Name of Contact Person / Mobile (2)			
05.	Monthly Rates for the car as per work-scope:			
	15 newly purchased Maruti Swift Dzire VXi (Petrol) model car (without driver and fuel) for AIESL Executives			
		No of Vehicles Required		
a.	Rates per month (1,500 Kms) per car for Delhi (P)	10	In Figure In Words	₹ _____ per month _____ per month
b.	Rates per month (1,500 Kms) per car for Mumbai (Q)	04	In Figure In Words	₹ _____ per month _____ per month
c.	Rates per month (1,500 Kms) per car for Kolkata (R)	1	In Figure In Words	₹ _____ per month _____ per month
d.	Total monthly charges for 15 vehicles per month $D = (10 \times P) + (4 \times Q) + R$		In Figure In Words	₹ _____ per month _____ per month
e.	GST% of d			₹
f.	Total Cost including GST (Per month)		In Figure In Words	₹ ₹
g.	Extra running Charges (Rs per Km) (including GST) as per point (b) of below note			₹ Per Km
h.	Short running Discount (Rs. Per Km) (including GST)			₹ Per Km

Note:

- In case of any ambiguity in quoted rates, amount written in words mentioned in column 5 (f) shall be considered as final.
- Any excess kilometers run of the vehicle beyond Contracted kilometers i.e. 72,000 Kms, shall be paid not more than 75% of the per Km cost calculated on pro-rata basis including GST.
i.e. $75\% \text{ of } ((\text{Rate quoted in (f)} \div 15) \times 48 \text{ months}) \div 72,000 \text{ Km}$

6. Criteria for selection of L-1 rates :

Lowest (L-1) rates will be decided on the basis of rate quoted in 5(f) including GST

Note:

In case GST Reverse Charge Mechanism (RCM) is applicable and the Bidder has not quoted GST for (E), (F) and (G), for deciding Lowest Bid (L-1), GST @5% will be considered for the criteria for the selection of L-1 rates above.

7. Rate Negotiation:

It is not the general practice of AIESL to carry out Post Tender Negotiations. Therefore, Bidders are advised, in their own interest, to submit their best quotes in response to this Tender. AIESL, however reserves the right to carry out negotiations after evaluation of Price-Bids in exceptional cases with the L-1 Bidder.

8. Special Powers to AIESL:

In case there is a tie between two Bidders, AIESL shall have a right to ask both the Bidders to offer revised bid in the sealed envelope. The L-1 out of the revised Bids shall be entitled for award of the Contract.

9. Validity of Rates:

Rates finalized & agreed will be valid for the Contract period of Four (04) Years. Continuity of the Contract shall depend on the satisfactory performance of the Contractor.

10. Revision of Rates during Contract period:

(I) **General:**

No request shall be entertained for increase of Rates, during the validity of the Contract and extensions, if any, under any circumstances.

(II) **Revision due to increase in Govt. Taxes / levy:**

Not applicable

(III) **Revision due to Increase in Minimum wages of staff:**

Not applicable in this case. Since, this Contract is for providing Transportation Services and not for engagement of manpower. Therefore, increase in the minimum wages, shall not be applicable to this Contract.

(IV) Any overwriting / cutting in rates must be signed.

11. Distribution of Business:

The Bidder is required to Bid for leasing of 15 newly purchased Maruti Swift Dzire VXI (Petrol) model car (without driver and fuel) for AIESL Executives and is required to give a confirmation in the "Technical-Bid (Annexure - III)" that they have sufficient capacity to supply the Tendered numbers of vehicles, as per AIESL requirement.

12. Declaration: It is reiterated

- (I) That I have carefully gone through and have understood and agreed to abide by the General Terms & Conditions, Work-scope and specifications governing the Tender.

- (II) That the above rates quotes had been filled after considering all the factors and all the costs and consequences related to the work scope, terms and conditions of the Tender.
- (III) The Price-Bid will be valid for 120 days from the date of opening of Technical Bids.
- (IV) It is also confirmed that I am authorized to sign the Tender document.

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

