



## Production Planning & Material Management

Internal Tender No- AIESL/PPMM/17/24007

Tender for packaging service provider for Aircraft & Non A/c (DG & Non DG) company goods of AIESL

**BID NO: GEM/2024/B/4985135**

## DISCLAIMER

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The information is provided on the terms and conditions set out in this Tender.

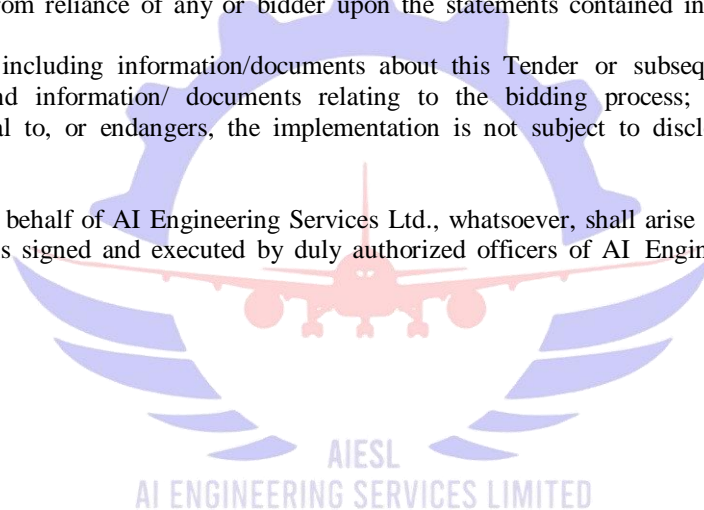
This Tender is not an agreement and is neither an offer nor an invitation by AI Engineering Services Ltd. to the prospective bidder(s) or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and commercial offers according to this Tender.

AI Engineering Services Ltd. to make no representation or warranty and shall have no liability to any person, including any or bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment, or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in the tender process.

AI Engineering Services Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise howsoever, caused arising from reliance of any or bidder upon the statements contained in this Tender.

Any information/documents including information/documents about this Tender or subsequently provided to bidder(s) and/or successful bidder and information/ documents relating to the bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation is not subject to disclosure as public information/documents.

No contractual obligation on behalf of AI Engineering Services Ltd., whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of AI Engineering Services Ltd. and the Bidder.



## INTRODUCTION

AI Engineering Services Limited (hereinafter referred to as "AIESL"), a company incorporated under the Companies Act 1956, having its registered office at 2<sup>nd</sup> Floor, CRA Building, Safdarjung Airport Area, Central Delhi, Delhi-110003, INDIA invites sealed/closed bids under two bid system from eligible bidders (hereinafter referred to as "Bidder(s)") meeting the general terms and conditions mentioned at SECTION A of the Tender and also complying with other terms and conditions of the subject Tender, for Logistics service provider for transportation of company goods of AIESL on comprehensive basis in complete accordance with this Tender.

## (I) PURPOSE OF THE TENDER

AIESL, a public-sector undertaking is aviation MRO. For the same AIESL requires appointing Service Provider for transportation of company goods of AIESL. For this purpose, AIESL is inviting Service Providers (herein after referred to as SP) to quote for these services in 2(two) bid tendering process viz. technical bid as per Section D and Price Bid as per Section E and/or if any additional task is mandated by the regulatory authorities, the same should be complied with by the service provider at no additional cost.

## (II) SUMMARY OF BIDDING INFORMATION

A	Tender No. & Name of the Tender	AIESL/PPMM/17/24007 Tender for packaging of Aircraft & Non A/c (DG & Non DG) company goods of AIESL
B	Date Issued	27TH May, 2024 (The Tender can be downloaded from AIESL's website (www.aiesl.in))
C	Last date/ time for submission of Bids documents ("Due Date/Time")	11TH JUNE ,2024 on or before 1400 hrs.
D	Place of Submission of Bids	GEM Portal
E	Date and Time of Opening of Bids	Technical Bid -- 11TH JUNE ,2024 at 1430 hrs. Price Bid – the date will be intimated subsequently to the technically qualified bidders.
F	Place of Opening of Bids	Online opening on GEM Portal at Office of DY. GM(PP-MM), NR, AI ENGINEERING SERVICES LIMITED (A.I.E.S.L), A-320 New Avionics Complex, Near New Customs House, Terminal-2, Indira Gandhi International Airport, New Delhi, INDIA
G	Extension of Due Date/Time	The Due Date / Time of submission of Bid documents and opening of Bids may be extended at any time, at the sole discretion of AIESL, and shall be displayed on the AIESL website i.e www.aiesl.in No separate press advertisement will be issued by AIESL regarding extension of Bid opening date and Due Date/Time.
H	Earnest Money Deposit (EMD)	₹ 60,000 ( Rupees Sixty Thousand Only)
I	eMail Address of Communication for any clarifications.	aieslspares.nr@aiesl.in & CC to raman.deep@aiesl.in

Note: The date and time for the opening of the Price Bids of the technically qualified Bidders shall be intimated later. If any of the due dates specified above happens to be a holiday, then the next workingday shall be the due date for the said purpose.

## SECTION A

### General Terms and Conditions:

#### 1) Terms and Conditions governing the Bid:

- i. AI Engineering Services Limited (herein after referred to as "AIESL"), invites Sealed Bids (under two bid system) from eligible Bidders meeting the Bid evaluation criteria specified in this Tender, for obtaining the Services as mentioned in Section B.
- ii. The Technical and Price Bid Criteria that the Bidder should satisfy for the Tender have been mentioned in Section D and Section E respectively, hereto.

#### 2) Definitions:

The following words, as used in the Tender shall have the meaning ascribed to them below:

- i. The term 'AIESL', shall mean "AI Engineering Services Limited", a company incorporated under Companies Act 1956,
- ii. The term "Bidder" shall mean the entity who has submitted the sealed/closed Bid for this Tender through its authorized signatory.
- iii. The term "Contract" shall mean the agreement entered between AIESL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- iv. The term "Days" shall mean the working days of AIESL.
- v. The term "Services" shall mean the services to be provided by the Successful Bidder as mentioned in the Tender.
- vi. The term "Successful Bidder" or the "Service Provider"(SP) shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- vii. The term "L-1" means Bidder with the lowest quote, and "L-2" means Bidder with the second lowest quote.

#### 3) SUBMISSION OF BIDS:

- i. The Bidders should submit their Bids in a two-bid format
  - (a) Technical Bid
  - (b) Price Bid
  - ❖ Technical Bid:  
Technical Bid must be as per Section D, must be submitted separately on GEM, soft copy super scribing "Technical Bid for Tender No: AIESL/PPMM/17/24007, Tender for packaging service provider for Aircraft & Non A/c (DG & Non DG) company goods of AIESL "NOT TO BE OPENED BEFORE DD/MM/YYYY at 1400 Hrs. (Bidders to mention Due Date and Time in the blank space)" along with the requisite proof of submission of the EMD / Bid Security Declaration Form (duly filled and signed) in place of EMD as the case may be. The Bidders must furnish the Technical Bid along with all attachments/documents/information and details sought/required through documentary evidence, duly signed by the authorized signatory of the Bidder(s) with company seal on all the pages of such documentary evidence and annexure submitted along with Technical Bid, as per the terms of the Tender. The Bidder's name, email ID/contact numbers (telephone and Mobile) of the Bidder's contact person, and the item(s) for which the Bid has been submitted should also be mentioned on Technical Bid.  
Mask Price Bid ( [REDACTED] ) rates column, disclosure of Price Bid may lead to rejection/disqualification.

❖ Price Bid:

The duly filled and signed Price Bid, as per Section E should be Uploaded separately (PDF file - soft copy) indicating price breakup super scribing "Price Bid for Tender No: **AIESL/PPMM/17/24007**, Tender for packaging of Aircraft and non a/c parts (DG & Non DG) company goods of AIESL. The Price Bid must be signed by the authorized signatory of the Bidder and the company seal shall be duly affixed on each page. The name of the Bidder, mailing address, contact no. (Telephone No & Mobile No), e-mail-id, should also be mentioned on Price Bid (Soft Copy).

- i. If for some reason, the Bid Due Date/Time or the Bid opening date is declared a holiday, then the Bid Due Date/Time or the Bid opening date will automatically stand extended to the same timings of the next working day. In the event of the receipt of the Bid after the Due Date/Time, the Bid shall be rejected. AIESL reserves the right to reject any Bid in part or full or annul the Tender process without assigning any reasons.

- ii. Sealed/Closed Bids are to be submitted on GEM

*Note: Bids sent through Post or Courier shall be at the risk of the Bidder and AIESL shall not entertain those Bids. AIESL shall only consider bids received on GEM.*

- iv. Bids should be filled in prescribed forms duly signed and stamped and the prices in the Price Bid must be written/typed both in words and figures without any overwriting. Corrections & overwriting, if any, should be counter signed and stamped by the Bidder.
- v. Bidders are advised to study the Tender carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the tender with the full understanding of its implications.
- vi. The issue of this Tender does not imply that AIESL is bound to select a Bidder. Notwithstanding anything contained in this Tender, AIESL reserves the right to reject any Bid and to annul the Bidding process and/or reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof. If AIESL rejects or annuls all the Bids, it may, at its sole discretion, invite all eligible Bidders to submit fresh Bids hereafter.
- vii. Bidders shall bear their costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery Fees, expenses associated with any demonstrations or presentations which may be required by AIESL, or any other costs incurred in connection with or relating to their Bid. All such costs and expenses will remain with the Bidder and AIESL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this Tender process
- viii. No bidder shall submit more than one Bid against this Tender. In case more than one bid is received, only the last submitted bid would be considered.
- ix. Bids prepared by the Bidder shall contain all requisite information along with self-attested supporting documents as per details provided in the Technical Bid.
- x. The Price Bid of only those Bidders who are found technically suitable during technical evaluation would be opened. The opening date and time of Price Bids would be intimated to all the technically qualified Bidders to enable them to attend the price Bid opening
- xi. If for some reason, the Bid opening or submission date is declared a holiday, then the Bid submission/opening date will automatically stand extended to the same time of the next working day.
- xii. AIESL reserves the right to accept or reject any or all Bids as well as to cancel the Tender, without assigning any reason or without any liability, whatsoever.
- xiii. If there is an error in a total corresponding to the addition or subtraction of sub-totals, the subtotals shall prevail, and the total shall be corrected

xiv. Price bids should be submitted strictly as per the Format of Price Bid in Section E.

#### 4) OPENING OF BIDS

On the date of opening of the Tender, only the Technical Bids will be opened, and the Price Bids will be kept in the custody of GEM in the same Sealed/closed as received from the Bidder. Price Bids of only those Bidder(s) who are declared qualified after the evaluation of the Technical Bids will be opened. Intimation will be sent to those Bidders who qualify after the evaluation of the technical Bids. No correspondence in this regard will be entertained. The authorized representative of the Bidders (only one authorized representatives per Bidder) would only be allowed to attend the Bid opening. Such representatives must carry an authorization letter on the letter head of the Bidder on each occasion as per Annexure –E enclosed herewith. The authorization letter must be duly signed by the authorized signatory of the Bidder (signed by any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf).

#### 5) REJECTION OF BIDS

- a) Technical and Price bids should be submitted simultaneously and in 2 separate parts on GEM. In case the Bids, either Technical Bid or Price Bid are not separately submitted and are received in a single part, the same will not be considered and the Bid submitted by the Bidder will stand rejected.
- b) The Bid shall stand rejected if the Bidder submits an incomplete Bid, i.e., where only the Technical or only the Price Bid is received.
- c) The Technical Bid should not contain any indication of the price related to the Price Bid. In case an indication of such price quoted is included in the Technical Bid, the Bid will be rejected without any reference to the Bidder. No correspondence will be entertained in this regard.
- d) Bids received through Fax or Email (in encrypted or other forms) will not be considered.
- e) Bids received after Due Date/Time shall not be considered.
- f) The bids are liable to be rejected forthwith, i.e., without being evaluated, on the following grounds:
  - i. If only the technical bid has been received and the price bid has not been received, and vice versa.
  - ii. If the Tender has been received by email or fax or in any other manner instead of in separate sealed/closed covers as the one mentioned in the Tender.
  - iii. If the Tender has not been signed by the authorized signatory of the Bidder. (Signed by any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf).
  - iv. If the technical bid has been received without EMD/Bid Security Declaration as the case may be and the EMD has been submitted in a mode other than as specified in the Tender.
  - v. If the bidder's response is not received in sealed/closed condition and If the bids are not deposited on GEM portal at the designated address as mentioned in the tender document.
  - vi. If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested, and/or submission of illegible copies or unexplained materials and/or bids not received as per the desired formats & bidding instructions.
  - vii. If the price bid indication has been provided in the technical bid response
  - viii. If the bid response is not presented neatly and corrections if any are not duly authenticated with full authorized signatures of the person who has signed the bid document. (Signed by any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf).
  - ix. If the bid has been received without the undertaking of acceptance of all terms & conditions
  - x. If the bid (technical/price) is incomplete.
  - xi. The above list is only illustrative and there can be other relevant grounds of rejection of bids.
- g) In case of any variation, in the documents/data submitted by the Bidder in support of the Technical Bid and in comparison, with the original documents during technical evaluation, the Bids of such



Bidder would be out-rightly rejected/disqualified during technical evaluation of Tender and EMD would be forfeited.

- h) If the price indicated in the Price Bid is Conditional.
- i) If the Price Bid is not submitted in the format described in Section E in the Tender.
- j) In case the Bidder being an MSE unit as specified in Clause 12 of Section A, fails to submit a copy of the relevant MSE certificate and the required Bid Security Declaration Form along with the technical bid
- k) AIESL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - i. Suspend and/or cancel the Bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms and conditions relating thereto.
  - ii. Consult with any Bidder to receive clarification or further information.
  - iii. retain any information and/or evidence submitted to the AIESL by, on behalf of, and/ or concerning any Bidder; and/ or
  - iv. Independently verify, disqualify, reject, and/or accept all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- l) It shall be deemed that by submitting the Bid, the Bidder agrees and releases the AIESL, its employees, agents, and advisers, from any and all liability for claims, losses, damages, costs, expenses, or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## **6) AMENDMENTS/CLARIFICATIONS AND EXTENSIONS**

Amendments and Extensions, if any, to this Tender, will be hosted on the website of AIESL at [www.aiesl.in](http://www.aiesl.in). The Bidders are, therefore, advised to visit AIESL's website regularly till the date of closing of the Tender. In case there is a change in Service Details/Requirements / Terms & Conditions after the release of the Tender but before it's Due Date/Time, the Bidders who have submitted their Bids shall have an option to re-submit their Bids, if they choose to do so, within the extension period as may be specified by AIESL.. For avoidance of doubt, it is hereby clarified that the last Bid submitted by the Bidder will be considered the final Bid.

It is the Bidder's responsibility to visit the said website regularly for the aforesaid amendments/updates/extensions as applicable.

## **7) TENDER FEE: There is NO TENDER FEE.**

The Tender is available for download free of cost basis from Tender section of the AIESL website [www.aiesl.in](http://www.aiesl.in) . There is no fee for the Tender Documents.

## **8) VALIDITY OF BID, PRICES, GOVT. DUTIES / LEVIES ETC.**

- a. The price quoted by the Bidders shall be valid for a period of 120 (One Hundred Twenty) days from the date of opening of the Technical Bid. Any Bid whose validity is less than 120 (One Hundred Twenty) days shall be summarily rejected.
- b. The service quantum to be available could vary more than or less than 25% from that as indicated in the Tender to accommodate fluctuations in demand between the date of release of the Tender and the

date of award of the Contract. The Bidder must maintain the quoted/contractual price for these variations in quantity during the Contract Period.

- c. Option Clause: The numbers of consignments mentioned in the tender document are approximate and subject to change. AIESL reserves the right to increase or decrease the requirement by plus/minus 25% during the contract period.
- d. The price offered/agreed shall remain firm till the completion of the Contract and subject to the terms & conditions of the Tender/Contract.
- e. No request for an increase in prices shall be entertained during the Contract Period, except on account of an increase in GST or any other Government levy, if imposed by the Govt. of India or airport operator charges, provided the Successful Bidder submits proof of payment for such increase to AIESL.
- f. The Bidders should commit to passing on the benefit to AIESL of reduction in statutory taxes, etc., by the Government, during the period of the Contract.
- g. During the Contract Period, if for any reason there is a downward revision in the prices, the Successful Bidder shall pass on the benefits of the same to AIESL.

## 9) PERIOD OF CONTRACT

The Contract Period would be 01 (One) year from the date of execution of the Contract ("Contract Period"). However, AIESL reserves the right to extend the Contract Period for a further period of 01 (One) year at the same rate, terms, and conditions, subject to the mutual consent of AIESL and the successful bidder.

## 10) MODIFICATION OF BIDS

- a) The Bidder(s) can modify or withdraw their Bid(s) after the Bid submission but before the Due Date/Time for submission of the Bid (As per permissions given by GEM portal to service provider), provided that written notice of the modification/withdrawal is received by AIESL before the Due Date/Time for submission of the Bid. The last modification by the Bidder shall be final.
- b) No Bidder shall be allowed to modify/withdraw its Bid during the period after the Due Date/Time for submission of Bids and before the expiration of the period of Bid validity.
- c) Withdrawal/modification of Bid, during the time mentioned above, shall result in the forfeiture of the EMD submitted by the Bidder.

## 11) EARNEST MONEY DEPOSIT (EMD):

- a) EMD amount is ₹. 60000/- (Rupees Sixty Thousand only).
- b) Bidders should make a payment of ₹. 60000/- (Rupees Sixty Thousand only) only towards EMD by RTGS only from a Commercial bank, in favor of "AI ENGINEERING SERVICES LIMITED".
- c) Banker Name: State Bank of India Account no.: 33029526378 IFSC Code: SBIN0000691 Transaction ID no.: .....
- d) Bidder should share UTR number (proof of EMD transaction). Transaction proof must be uploaded along with technical documents.
- e) If the Bidder is an MSE unit and claims exemption from submission of EMD, in such an event the Bidder shall submit a copy of the relevant MSE certificate at the address mentioned in the tender along



- with the submission of the Technical Bid, for their Bid to be considered as per the Tender.
- f) EMD in any other mode other than what is specified above will not be accepted.
  - g) EMD will not carry any interest.
  - h) EMD of unsuccessful Bidders will be refunded within 45 days of the award of the Contract in favor of the Successful bidder.
  - i) EMD of the Successful Bidder will be returned without any interest, after receipt of a Bank Guarantee or DD as Security Deposit against the Contract.
  - j) EMD of a Bidder will be forfeited if the Bidder withdraws or amends its Bid after the due date, impairs or derogates from the Tender in any respect, or declines to accept or honor the Contract if awarded in his favor within the Bid validity period. If the Successful Bidder fails to furnish Security Deposit within the specified period, its EMD is liable to be forfeited.
  - k) AIESL reserves the right to reject / not consider the Bid if it has been received without EMD or proof of submission/details thereof or the EMD has been submitted in a mode other than as specified above, or a valid proof of exemption from submission of EMD has not been provided.

## 12) EXEMPTION / PREFERENCE TO MSE UNITS:

- i. As per Public Procurement Policy for Micro and Small Enterprises (MSEs) preference will be provided to MSEs as per the prevailing policy as formulated by the Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSEs must be registered with any of the following to avail of the benefits/preference available vide Public Procurement Policy MSEs Order, 2012
  - (1) District Industries Centers (DIC)
  - (2) Khadi and Village Industries Commission (KVIC)
  - (3) Khadi and Village Industries Board
  - (4) Coir Board
  - (5) National Small Industries Corporation (NSIC)
  - (6) Directorate of Handicraft and Handloom
  - (7) Any other body specified by the Ministry of MSME.
  - (8) Udyog Aadhaar
- ii. MSMEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the tendered item along with their bid.
- iii. The MSEs registered with District Industries Centers must submit the Acknowledgement of Entrepreneur Memorandum (EM) Part-II along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit a valid NSIC registration certificate along with their bid.
- iv. The Micro and Small Enterprises not registered for the trade/item for which this tender is relevant, would not be eligible for exemption/preference.
- v. The registration certificate issued from any one of the above agencies must be valid as of the close date of the tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.
- vi. The MSEs, who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as of the close date of the tender, are not eligible for exemption/preference.
- vii. Exemption from submission of EMD– EMD does not apply to MSE units only.
- viii. Security Deposit- The Successful Bidder (MSE/Non-MSE) will be required to submit the Security Deposit as applicable on the contract value. However, in the case of MSE Bidders, the Security

Deposit/Bank Guarantee can be submitted on a yearly basis renewable every year.

- ix. Price Preference- Price preference as per the Government of India guidelines
- x. Where any aggregator has been appointed by the Ministry of MSE, to Bid on behalf of some MSE units, such Bids will be considered as Bids from MSE units, and all such facilities would be extended to these also.
- xi. An MSE Unit will not get any purchase preference over another MSE Unit. MSEs will also be entitled to the payment terms of 45 days' credit.

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

### **13) SECURITY DEPOSIT / PERFORMANCE GUARANTEE:**

- i. The bidder who qualifies for the award of the Contract will have to deposit with AI Engineering services Limited a sum of rupees which is 5% (Five percent) of the total value of the Contract towards a n interest-free Security deposit, within 2 weeks of receipt of the Contract. The Security Deposit is to be paid by way of an Account Payee Demand Draft, Banker's Cheque, Bank Guarantee (BG) issued from any commercial bank, or Fixed Deposit Receipt from any Commercial bank, in favor of 'AIEngineering Services Limited' ,payable at Delhi.
- ii. In case of submission of Security Deposit (SD) by Bank Guarantee (BG), it may please be noted that the original BG must be forwarded by the Bank directly to AIESL through registered AD (Acknowledgement) as per the detailed procedure which will be advised to the Successful Bidder. The expenses incurred towards submission of the Security Deposit / Bank Guarantee will have to be borne by the successful bidder.
- iii. Security Deposit if provided by way of Bank Guarantee shall be furnished on non-judicialstamp paper of appropriate value and in the prescribed format, as per Annexure-D
- iv. The Security Deposit / Bank Guarantee will be refunded/returned without interest within 60days of the successful completion of services against the Contract after adjusting for damages, if any, that may be imposed under the terms of the Contract.
- v. Validity of the SD / BG would be 90 days after the scheduled completion of all obligationsunder the Purchase Order / Contract.
- vi. SD / BG will apply to successful MSME Units also.
- vii. In the case of MSE Bidder, the Security Deposit can be deposited on a yearly basis, renewable every year. The second year Bank Guarantee should be valid for a period of 60 days beyond the contract Period on successful extension of contract on mutual agreement.
- viii. In case, Security Deposit is not deposited as per the terms of the Tender and the Contract, before the commencement of the Services, the bills presented by the Successful Bidder shall not be processed for payment till the time the Security Deposit is deposited by the Successful Bidder. In the event the Security Deposit is not deposited by the Successful Bidder within 45 days from the date of award of the Contract, AIESL reserves the right to terminate the Contract and re-issue a fresh tender for providing the Services under the Contract at the sole risk and cost of the Service Provider.
- ix. In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / Bank Guarantee be invoked.
- x. Such Security Deposit shall not bear any interest and shall be refunded without interest only on successful completion of the Contract and upon fulfillment of all Contractual obligations after a period of 3 months from the expiry of the Contract Period.

#### **14) PRICE NEGOTIATION**

As a general norm price negotiations are not carried out with the bidders. Negotiations, if at all, shall be an exception and may be held for better pricing with the L1 bidder only.

#### **15) EVALUATION CRITERIA FOR TECHNICAL BID (STAGE 1)**

- a) The Technical Bids would be first evaluated for compliance. AIESL reserves the right at its sole discretion to seek whatever information, documents, etc. from the Bidder as it may consider necessary for the purpose of evaluation of the Bids.
- b) In the event, the Bidder fails to provide any information or documents sought by AIESL, the Bid of the said Bidder shall be rejected by AIESL. No correspondence in this regard will be entertained.
- c) The Bidders who qualify as per the Technical Bid evaluation criteria as mentioned under Sections C, and D, and other requirements of the Tender would be considered for the next stage of the Tender process, and they would be duly intimated by email.

#### **16) EVALUATION CRITERIA FOR PRICE BID (STAGE 2):**

- a) The Price Bids of only those Bidders who qualify under the Criteria as specified in sections C and D, and comply with the other Tender requirements would be opened. The date and time of opening of the Price Bids would be intimated in advance to the Bidders who get qualified in the Technical Bid evaluation.
- b) Price Bids should be submitted strictly as per the format given in Section E of the tender document. The detailed procedure/method of quoting and criteria for evaluation of the Price Bids has been provided in Section E.

#### **17) AWARD OF CONTRACT/AGREEMENT, ACCEPTANCE, COMMENCEMENT / EXECUTION**

The award of the Contract shall be subject to fulfillment (in addition to eligibility criteria and the Undertakings as provided under the Tender) of the following conditions by the Bidder:

- i. The Successful Bidder must convey acceptance of the Letter of Acceptance (LOA)/contract within 7 days of receipt of the same and provide their bank details with a canceled cheque.
- ii. The Successful Bidder must commence the Services within 30 days after execution of the Acceptance of LOA/ Contract.
- iii. The Successful Bidder shall execute the Contract within 30 days of acceptance of LOA. The cost towards the preparation, negotiation, and execution of the Contract shall be borne by the Successful Bidder.

#### **18) FRAUDULENT PRACTICES:**

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

- a) "Corrupt practice" means the offering, giving, or soliciting of anything of value to influence the action of a public official in the procurement process or contract execution; and
- b) "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the AIESL and includes collusive practice among Bidders (before or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive AIESL of the benefits of free and open competition.

- ii. Shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract.
- iii. Shall declare a Bidder ineligible and blacklist such Bidder, either indefinitely or for a stated period if, at any time, AIESL determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
- iv. Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent/corrupt practices during the currency of the Contract.
- v. Bid Security Declaration will be applicable, or the Security deposit shall be forfeited, as the case may be in addition to the above-mentioned remedies which AIESL shall have.

**19) CONTRACT MANAGEMENT:**

The contract administration would be the sole responsibility of the PPMM of AIESL.

**20) CONTRACT SURVIVABILITY:**

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

**21) ERRANT BIDDERS:**

In case, after Price Bid opening, if the L-1 Bidder does not accept the contract or is not awarded the Tender for reason solely attributable to such L-1 Bidder, for reasons as mentioned in this Tender, thereof leading to retendering, AIESL shall apply clauses of the Bid Security Declaration submitted by such Bidder and such Bidders shall be debarred for a period up to 01 (one) year from participation in the next tender for the subject services as well as against any tender inquiry for any services sought by AIESL and its sister concerns at all locations. AIESL further reserves the right to blacklist/holiday list the Bidder for a period of up to 3 (three) years.

**22) JURISDICTION:**

Any Dispute whatsoever arising out of this Tender shall be subject to the exclusive jurisdiction of the courts of Delhi only.

**23) DISQUALIFIED BIDS**

Price Bids of the technically disqualified Bidders would be returned to them after the finalization of the contract under intimation and against acknowledgment from the Bidders.

In case a Bidder fails to collect the Price Bid within the stipulated 30 days' time, the Bid shall be shredded in the "as is where is" condition after the expiry of 30 days' time.

**24) ZERO DEVIATION**

- i. Bidders are advised to quote strictly as per the terms and conditions of the Tender and not to stipulate any deviation/exceptions. This is a zero-deviation Tender, and no deviations shall be permitted.
- ii. Bidders are advised to note that taking a deviation from the following terms and conditions of the Tender shall lead to the rejection of their Bids:
  - a. Firm/Quoted Price throughout the Contract Period and the extension period
  - b. EMD
  - c. Scope of Work
  - d. Special Conditions of Contract

- e. Functional terms and conditions
- f. Service Delivery / Completion Schedule
- g. Period of Validity of Bid
- h. Performance Bank Guarantee / Security Deposit
- i. Arbitration / Resolution of Dispute
- j. Service Level Expected (SLE)
- k. Force Majeure
- l. Statutory Compliance with Applicable Laws
- m. Registration of PF & ESIC in the name of the Firm
- n. All the pages of the Tender must be mandatorily signed and stamped by the authorized signatory along with the supporting documents as asked in the technical bid.( signed by any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf).)
- o. All documents in support of the Tender must be submitted in accordance with the checklist as per the Check sheet attached in Section-F.
- p. Any other condition specifically mentioned in the Tender elsewhere that non- compliance of the clause shall lead to rejection of the bid.

## 25) SUBMISSION OF BILL:

SP shall tender pre-receipted bills once every Fortnight (Consolidated bills should be submitted every First Week and Third Week of the month) for service provided to AIESL. Bill should be on the letterhead of SP and in the format prescribed by AIESL. A checklist and original documents in support of various Charges indicated in the bill should accompany each bill. Any bill not accompanied by a checklist and one or more documents will not be received in AIESL. Personnel authorized by AIESL will acknowledge receipt of the bills after due verification of enclosures. Bills that are returned to SP on account of deficiencies will contain remarks about deficiencies. Incidence of storage charges attributed to oral/verbal queries of customs authorities shall not be claimed by SP.

## 26) PAYMENT TERMS:

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

- a. AIESL shall make every effort to examine and arrange payment of bills within 45 days of receipt of the pre-receipted bills with all the relevant original supporting documents.

However, a delay in the settlement of payments shall not be accepted as a valid ground for SP to delay consignments and/or make any request for advance payment. It is clearly and specifically understood that storage charges incurred on account of delay in transportation of consignments on grounds of delay in payment of bills on the part of AIESL will have to be borne by SP. AIESL does not undertake to communicate to SP, reasons for partial or non-admission of one or more claims made in the bills.

The bills should be submitted as per the agreed tender terms & conditions clearly with the breakup along with the supporting documents, failing which the bills will not be considered for payment process until the SP submits the clear and relevant supporting documents.

- b. Payment will be made through ECS (Electronic Clearance Service).
- c. The successful bidder is required to submit a duly verified Bank Mandate form along with a copy of the relevant cheque leaf, duly canceled to enable Accounts Department to make payment through ECS.
- d. TDS shall be deducted by AIESL from the payment made against these invoices, as per the applicable laws.
- e. In case the 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 and additionally interest @18% or any other rate prescribed under the GST laws subject to all undisputed outstanding invoices are cleared.

**27) FALL IN PRICE CLAUSE:**

The successful bidder shall pass on any benefits arising due to lower taxation or change in input cost by virtue of some exemption by the government or for any reason during the contract/order.

**28) INDEMNIFICATION:**

- i. The Service Provider shall indemnify AIESL against all liability arising out of any claim, penalty, loss damages, or costs actually paid, suffered, or incurred by AIESL pursuant to any injury or death to any person or by reasons of any damage to any property (including but not limited to the Aircrafts) belonging to AIESL caused by the Service Provider's personnel deployed for the Services. In case, any such amount is not deposited/paid to
- ii. AIESL, the same shall be deducted from Security Deposit / Bills / Future payments due to the Service Provider, without prejudice to the other rights available to AIESL under any applicable law.
- iii. The Successful Bidder shall indemnify AIESL from all liability arising out of any claim, /Penalty, /loss, or damages, including costs (including counsel fees and reasonable legal cost) thereof, arising out of any breach or violation by the Successful Bidder of any provisions of any law, including but not limited to the intellectual property rights whether in India or any other country and labor laws governing the employees of the Successful Bidder.
- iv. The Successful Bidder shall be responsible for any destruction/theft or damage to property and/or illness, injury, including death that may be suffered by its employees, contractors, or other representatives for whom it is in law responsible.

**29) CONFIDENTIALITY:**

The Parties (i.e., the Service Provider and AIESL) shall at all times keep confidential, all information acquired in consequence of this proposal, except for information which they may be entitled or bound to disclose under compulsion of law or were requested by regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.

**30) EXIT/TERMINATION OF CONTRACT:**

- i. The Contract shall expire *ipso facto* upon the expiry of the Contract Period i.e., 1 (One) year from the date of execution of the Contract.
- ii. In case of unsatisfactory performance or breach of any of the clauses of the contract, AIESL shall issue a notice of 30 days to the Service Provider to rectify the breach and improve the Performance failing which AIESL shall be at liberty to terminate this Contract by providing 30 days written notice to the Service Provider. In such case, the Service Provider shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account.
- iii. In the event of a breach of confidentiality, the Contract can be terminated by AIESL with a notice period of 1 (one) month.
- iv. Either Party may terminate the Contract, in the event the Force Majeure Event subsists for a period of more than 90 days.
- v. The Parties shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the Contract till the termination.
- vi. Notwithstanding the above, AIESL shall also be at liberty to terminate the Contract for any reason including change in situation/circumstances, etc. by providing a 30-day prior written notice to the



Service Provider. The Service Provider shall also be at liberty to terminate this Contract by providing AIESL with a 90-day prior written notice. In such an event, the terminated party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.

- vii. In case the Service Provider serves the termination notice before exhaustion of 40% of the contract value or quantity, they will be debarred from participating in the immediate next tender for that item/service.

### **31) CLAIMS FOR DAMAGE**

- a. AIESL shall notify the Service Provider of any claims/deficiency on the part of the Service Provider arising under/out of the Contract.
- b. In case the Service Provider, having been notified by AIESL, fails to take remedial action within the stipulated time as advised, AIESL may take remedial action without any further notice, at the Service Provider's sole risk and cost. AIESL shall also levy damages /terminate the Contract without prejudice to any other rights which AIESL may have under the Contract or any applicable laws.

### **32) FORCE MAJEURE**

Neither the Service Provider nor AIESL (collectively "Parties" and individually "Party") shall be in breach of any obligation under the Contract if it is unable to perform that obligation in whole or part because of the occurrence of a Force Majeure Event.

Force Majeure Event means extraordinary events or circumstances beyond human control such as an event described as an act of God (like a natural calamity, or events such as a war, strike, or riots). The affected Party shall give immediate notice in writing of the occurrence of a Force Majeure Event as soon as it occurs (in any case not later than 5 days of information about the occurrence of such an event becoming known to such Party) and shall thereafter keep the other Party informed of the continuation or termination of such event as soon as possible (and in any event within three (3) days of the continuation or termination of such event).

Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall use its best reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force Majeure and shall reasonably allocate its available resources, giving priority to its obligations under the Contract.

The Party so affected shall take all reasonable steps to remedy the failure and reasonably allocate its available resources, giving priority to performing its obligations under the Contract and keeping the other Party informed of the steps being taken to mitigate the effects of an event of force majeure.

If the performance in whole or in part or any obligation under the Contract is prevented or delayed by any reason of subsistence of a Force Majeure Event for a period exceeding 90 (Ninety) days, either Party may at its option terminate the Contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the Contract for delay or breach of Contract, the Service Provider would not be liable for imposition of any such damages so long as the delay and/or failure of the Service Provider in fulfilling its obligations under the Contract solely attributable to the occurrence of a Force Majeure Event.

### **33) RESOLUTION OF DISPUTES AND ARBITRATION:**

- i. Any dispute arising between the Service Provider and AIESL (Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation, or effect of the Contract or the validity or breach thereof (the "Dispute"), shall first be settled by mutual consultation between the authorized representatives of the Parties. If the Dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has, the same shall be settled and finally resolved by arbitration.

- ii. Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one (1) arbitrator each and the two (2) such appointed arbitrators shall, in turn, appoint the third (3rd) arbitrator as the presiding arbitrator.
- iii. The arbitration award passed under the arbitration shall be final and binding on the Parties.
- iv. The proceedings of the Arbitration shall be conducted in English language and the place of arbitration shall be Delhi.
- v. Each Party shall bear their own cost concerning such arbitration.

#### **34) NOTICES**

Any notice by one Party to the other according to the Tender/Contract shall be sent in writing to the address specified for that purpose in the Contract at para No 3(iv)

#### **35) INTERPRETATION:**

In the event of any difference in the interpretation of any of the clauses of the Contract, the clarification given by the competent authority of AIESL, Delhi shall be final and binding.

#### **36) EXPENSES**

Each Party shall bear its costs and expenses (including legal expenses) associated with the preparation, negotiation, and execution of this Contract and any other relevant documents.

#### **37) SEVERABILITY**

If any clause, section, or provision of this Contract is found to be invalid, illegal, or unenforceable, by the provisions of the applicable law, such invalidity, illegality, or unenforceability shall not render the remaining clauses, sections, or provisions hereof invalid, illegal, or unenforceable. In such a case, the Parties shall amend this Contract as appropriate, seeking to achieve the minimum extent necessary to make this Contract, legally valid and enforceable.

#### **38) AMENDMENT**

No amendment, modification, variation, or waiver of any provision of this Contract shall be binding or effective unless the same has been made in writing and signed by a duly authorized representative of each of the Parties hereto.

#### **39) GOVERNING LAW**

This Contract shall be governed by, construed, and enforced in accordance with the laws of India.

#### **40) OTHER TERMS & CONDITIONS:**

- i. It is further clarified that any Bidder signing the Bid and other documents in connection with the Tender must certify whether he signs as:
  - a) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
  - b) A partner of the firm if it is a partnership must have the authority to refer to arbitration, or disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender should be signed by all the Partners. Constituted attorney of the firm if it is a Company.

- c) Authorized signatory of the firm (signatory will be any key managerial personnel or an officer of the company duly authorized by the Director/Partner/Proprietor in this behalf).
- ii. Issue/submission of the Bid form does not necessarily mean that the Bidder is eligible.
- iii. Bidder is advised to quote strictly as per terms and conditions of the Tender and not to stipulate any deviation/exceptions.
- iv. Our Tender closes on the Due Date/ Time specified in the Tender. Bidders must submit their Bidswell in time before the scheduled close date and time of the Tender to avoid any last-minuteglitches such as postal or courier problems or for any other reasons.
- v. AIESL will not entertain last-moment requests for an extension of the Due Date/ Time and reservesthe right to accept or reject such request for extension at its sole discretion.
- vi. The Due Date/Time of Tender may be extended at any time before the date of closing of Tender. The closing date of submission of Bids may be extended at any time including after the scheduled date of closing, at the sole discretion of AIESL.
- vii. AIESL reserves the right to close the Tender / reject any /all Bids at any stage of the Tender at itssole discretion, without any additional cost to AIESL
- viii. AIESL reserves the right not to consider the Bid of any Bidder, blacklist the Bidder for 3 years if it is determined/noticed at any stage during the Tender process or after Contract Period that the Bidder has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive practice to Bid/obtain the Contract. This will also have an impact on other Contracts / POs, the Bidder may have with AIESL where AIESL reserves the right to take appropriate actions as deemed fit, in AIESL sole discretion.
- ix. AIESL reserves the right to reject/not consider at its sole prerogative the Bids of such Bidders who have been involved in any litigation with AIESL in the last 5 years / ongoing litigation or arbitration with AIESL or have been blacklisted/ debarred by any PSU, Govt. bodies.
- x. Bids should be unconditional.
- xi. Bidders are required to declare if they have any ongoing legal disputes with any government agencies such as Income Tax, EOW, etc. In the event of any Suppression/ Misrepresentation of such facts, AIESL reserves the right, at its sole discretion, to take appropriate action as deemed fit including but not limited to disqualification of the Bidder and termination of the Contract.
- xii. Any clarifications sought by AIESL concerning the Bids submitted by the Bidders will be considered as a part of the Bid and AIESL reserves the right to seek clarifications at any stage of the Tendering process.
- xiii. All relevant documents required related to the Services to be provided under this Tender are to be submitted by the Bidders at their own cost.
- xiv. Conditional Bids shall not be accepted and are liable to be rejected.
- xv. The terms of the Tender and the Contract are CONFIDENTIAL, and anything contained in thetender shall not be disclosed by the Bidders to any third party in any manner, whatsoever.
- xvi. Bidder will give the official mailing address, email, and contact No. (Land Line/Mobile) numbers to which all correspondences shall be sent by AIESL. Also, in the event the address of the Bidder is changed, the same shall be intimated to AIESL immediately by the Bidder.

- xvii. AIESL reserves the right to annul the Tender process and reject any or all the Bids at any time before the award of the Contract without incurring any liability to the Bidder(s) or without any obligation to inform the Bidder(s) of the grounds of such annulment/rejection. AIESL further reserves the right to add/delete/modify any one or more of the terms and conditions contained in the Tender or any of the agreements proposed to be entered into by AIESL with the Successful Bidder.
- xviii. The Near Relatives of employees of the AIESL office who is likely to benefit the Bidder during the award/implementation of the Contract are prohibited from participation in this Tender. Near relatives are defined as:
- Members of a Hindu undivided family.
  - Their husband or wife
  - Relatives in the manner as father, mother, son(s), son's wife, daughter(s), Daughter's husband, brothers, brother's wife, sister, and sister's husband
- xix. Correction of Arithmetical Errors  
Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: -
- If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
  - Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with the same, shall result in the rejection of the Bid
- xx. The Bidder should quote the rates and amount in figures as well as in words as per the Price Bid format given in Section E. The language for filling out Tender Documents shall be English.
- xxi. The quoted rates in price bid, if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- xxii. When there is a difference between the rates in figures and in words in Price Bid, the rates which correspond to, the amount worked out by the Bidder, shall be taken correct as per the following:
- When the amount of any item is not worked out by the Bidder or it does not correspond to the rate written either in figure or in word, then the rate quoted by the Bidder in words shall be taken as correct.
  - When the rate quoted by the Bidder in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the Bidder shall be taken as correct and not the amount.
- xxiii. All rates shall be quoted on the proper form (i.e., the Price Bid format) of the Tender alone. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only. The total amounts should be written in figures only. In the case of figures, the words Rs. or the rupee symbol should be written before the figures of rupees, and words paise after the decimal figures, e.g., Rs.2.15p, and in case of words, the word Rupees shall precede and the word "Paise" shall be written closely following the amount and it shall not be written in the next line.

## SECTION B:

### Requirement and scope of work

- A) Service provider shall provide packaging services for AIESL in Delhi, Mumbai, Nagpur, Hyderabad, Kolkata, & Trivandrum, six days a week and maintain data/record. In case of urgent requirements, the work may also be required to be carried out on weekly offs/ holidays.
- B) Service providers shall be responsible to position suitable staff for this purpose and no request for help from AIESL will be entertained. Minimum of one suitable staff will be available during the working hours to accept the shipments. According to shipment type and size service provider will arrange manpower.
- C) Service provider shall be responsible to keep the photograph of incoming and outgoing parts, before and after packaging. In case of any damage the same will be recorded and signed by the delivery person as acceptance.
- D) Service provider shall provide daily update to AIESL nominated officer.
- E) Service provider shall arrange all necessary material for inner and outer packaging of goods/equipment for both DG and Non DG shipments.
- F) Service provider shall arrange all necessary equipment like computer, weighing machine, carpenter tools required for packaging.
- G) Service provider shall be responsible to manage quality of packing material. AIESL officer can randomly check the quality without any prior information.
- H) Service provider supervisor shall liaise with their Packaging team to complete task in time (comprise of Carpenter & helper, as required)
- I) Service provider shall be responsible to pack complete all relevant paperwork and handover shipment to transporter under signature.
- J) Service provider shall maintain all photographs and Documents (Invoice, Packing List, E-way Bill, Shipping Note etc) required for dispatch/export of shipment and will be done at AIESL premises. The documents must be preserved as per the requirement of AIESL and will not be destroyed at any cost without prior permission from AIESL.
- K) Service provider shall be responsible to make arrangement of forklift for movement and handover of Odd size shipments, as and when required.
- L) Service provider shall ensure that the DG shipments are packed as per IATA standards.
- M) Service provider shall arrange to provide DG certificate for DG items.
- N) Service provider shall ensure that the trainings and other requirements for the DG certifying staff are undertaken regularly as per rule at their own cost.
- O) Service provider shall use minimum 16mm & 18mm thickness ply for plywood box as per requirement.
- P) Packaging of goods to be carried out at AIESL premises on same day if Item received before 12:30 Hrs and next day before 12:30 Hrs if received after 12:30 pm.
- Q) In AOG situation, Packaging should be done within 04 hrs.
- R) Service provider shall require to take all safety and security measure of men and material for covering their staff and worker with suitable insurance policy/ESI, Provident fund and all other statutory state/central rules and regulations.
- S) Service provider must have one DG certified staff either in its payroll or on contract.
- T) Size of box must be appropriate to size of shipment. Size of box should not be extra ordinary large than the size of shipment.

#### **2. Term of contract:**

The contract shall be valid for a period of one year and may be extended for another one year if services are found satisfactory. However, AIESL reserves the right to terminate the contract with one month notice in case of deficiency in the services. In case Bidder wants to discontinue the services, they will have to give at least 3 months' notice.

#### **3. Other Terms & Conditions:**

- A) Bidder shall provide weekly report to AIESL on every Monday for the last week and get it certified/verified from AIESL nominated officer.
- B) Invoices will be submitted to DGM (E-PPMM) on monthly basis for review and certification. Duly certified invoices

will be sent to AIESL Finance team for payment.

- C) Bidder shall hand over all data to AIESL on or before completion of contract.
- D) AIESL can demand data/records anytime during contract period from bidder.

4. Penalties:

- A) AIESL may impose penalty of Rs. 500 per occasion in case of any delay or negligence in the packaging.
- B) AOGShipments - Any delay in the packaging of AOG shipment as per section B, AIESL may impose penalty of Rs. 1,000/- per occasion.
- C) Quality of Material and packaging - in case of non-adherence of quality standards, AIESL may impose penalty of Rs.500/- per occasion. The responsibility of re-packaging and the cost associated there off shall be borne by bidder.





## SECTION- C

### ELIGIBILITY CRITERIA

Eligibility criteria will be accessed by AIESL. The confirmation of compliance shall be submitted by the tenderers

Sl No	Description	AIESL Requirement
1	The tenderer shall have average annual turnover of Rs. 9,00,000 or more of related services during the last three years ending on 31st March 2023. Annual Report (Audited Balance Sheet and Profit & Loss Account) duly authenticated by a Chartered Accountant in India	Must
2	The tenderer shall have experience in Packaging of A/c Good, or tools and various types of equipment.	Must
3	The tenderer shall have experience in handling oversize/odd-size consignments.	Must
4	Tenderer agrees to abide by rules/clauses as mentioned in Annexure-B	Must
6	Tenderer agrees to pay a non-interest bearing security deposit which shall be 5% of the contract value as a security deposit for the period of the contract	Must
7	The tenderer shall agree that the payment will be made against the tenderers invoice submitted on 45 days credit term basis	Must
9	PAN and GST Number	Must
10	The tenderer shall have expertise in handling/packaging and forwarding of Dangerous Goods	Must
11	The Bidder must have successfully executed/completed similar services over the last three years i.e the current financial year and last three financial years: A.) Three similar completed services costing not less than the amount equal to 40% of estimated cost. B.) Two similar completed services costing not less than the amount equal to 50% of the estimated cost. C.) One similar completed service costing not less than the amount equal to 80% of the estimated cost.	Must

### Technical Bid Evaluation Criteria (TBEC)

For Bidder to become technically qualified, it is essential to meet the Eligibility criteria else may lead to rejection/disqualification. To assess the capability of service providers, who show interest in our selection process, will be evaluated as per Technical Bid Format given in Section-D.

### Price Bid Evaluation Criteria (PBEC)

The L1 vendor will be determined as per Section E.

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## SECTION D:

### TECHNICAL BID FORMAT

(To be submitted on Bidder's company letterhead)

(all pages must be signed and stamped with the company's seal)

#### A. Bidder's Details

1.	Name of Contract	
2.	Name of the Company/Establishment	
3.	Full Address of Registered Office	
4.	Telephone No./ Mobile No.	
5.	Email address	
6.	Fax Number	
7.	Name of Contact Person	
8.	Name of the person signing the tender	
9.	Phone/Mobile No of the person signing the tender	
10.	Designation of the person signing the tender	
11.	Relationship of the person signing the tender with the bidder	
12.	Name & address of Banker	
13.	RTGS /NEFT Registered form duly signed by Banker to be enclosed	
14.	Details of Earnest Money Deposit (EMD) submitted: i) Name of the Bank, RTGS details & Date & Amount (document proof need to attach)	
15.	OR ii) If EMD is paid through Bank Guarantee, the required details are to be given.	
16.	Is the Bid Security Declaration Form (duly filled & signed) attached/ enclosed along with the Technical Bid (for MSE Bidder)	
17.	If Bidder is an MSE unit, please specify the details of the MSE registration certificate below:	
	Registration Certificate No.	
	Date of issue	
	Valid up to	
	Services covered under the Registration Certificate	
	Whether the MSE Unit is owned by an SC/ST. If yes, please attach documentary proof to substantiate the caste status.	

**B. Parameters  
Bidder's Response**

Sr. No.	Parameter	Bidder's Response(Yes/No)
1	The Bidder must be a limited Company registered under Indian Companies Act, 1956 or a partnership firm or a sole proprietorship firm or a private limited company duly registered under the concerned acts applicable for conducting business in India.	
2	The Bidder should be in the business of packaging and forwarding for the past three years (from April 2021 onwards). To have experience in handling/packaging airplane-related parts and materials/ tools/ odd size cargo for the past two years and capable of providing the said services mentioned in Section B.	
3	The tenderer shall have average annual turnover of Rs. 9,00,000 or more of related services during the last three years ending on 31st March 2023. Annual Report (Audited Balance Sheet and Profit & Loss Account) duly authenticated by a Chartered Accountant in India	
4	Has any Director/Partner/Proprietor been convicted at any time by a court of law?	
5	Has your company been Blacklisted by any agency of the airport or elsewhere?	

**C. Techno-commercial Bid Form**

Sl No	Description	AIESL Requirement	Vendor Response	Document Proof
1	The tenderer shall have average annual turnover of Rs. 9,00,000 or more of related services during the last three years ending on 31st March 2023. Annual Report (Audited Balance Sheet and Profit & Loss Account) duly authenticated by a Chartered Accountant in India	Must	Yes/No	To submit document proof
2	The tenderer shall have the experience of packaging of A/c Goods, tools and equipment (Non DG and DG both).	Must	Yes/No	To submit document proof
3	The tenderer shall have experience in handling oversize/odd-size consignments.	Must	Yes/No	To submit document proof
4	Tenderer agrees to the general terms and conditions as mentioned in Annexure-B	Must	Yes/No	To confirm
6	Tenderer agrees to pay a non-interest bearing security deposit which shall be 5 % of the contract value as a security deposit for the period of the contract	Must	Yes/No	To confirm
7	The tenderer shall agree that the payment will be made against the tenderers invoice submitted on 45 days credit term basis	Must	Yes/No	To confirm
9	PAN and GST Number	Must	Yes/No	To submit document proof

10	The tenderer shall be in the packaging & forwarding sector having the capability of packaging service pan India.	Must	Yes/No	To confirm and submit document proof
11	The tenderer shall have expertise in handling, packaging and forwarding Dangerous Goods	Must	Yes/No	To confirm and submit document proof

**D.** Details of shipments handled for packaging during last 2 years together with a copy of invoices of clients

S. No.	Name Of Contract	Name &Address of Company	Period of Contract (From...to....)	Annual Value of Contract
I				
II				

**E.** For any other information which the bidder may like to furnish, a separate sheet may be enclosed. In support of the above information self-attested copies of all Documents, wherever required be enclosed.

Authorized Signatory:

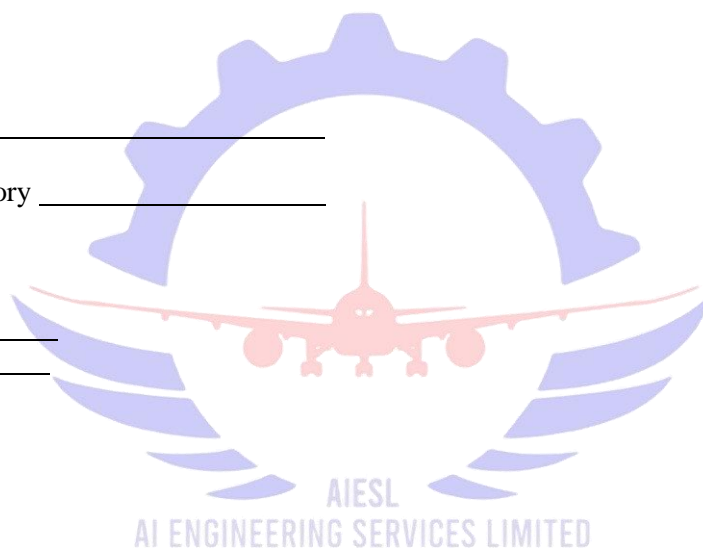
Name of Signatory \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

Seal of Company

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

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



*(to be printed, signed & stamped on the Bidder's Letterhead)*

To,

Dy. General Manager  
Production Planning & Materials Management,  
AI ENGINEERING SERVICES LIMITED (A.I.E.S.L)  
Safdarjung Airport  
New Delhi - 110037

**UNDERTAKINGS:**

In response to the fulfillment of the requirement for eligibility to bid for Tender No. AIESL/PPMM/17/24007  
Tender for packaging of Aircraft parts (DG & Non DG) company goods of AIESL:

- i. It is confirmed 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., GST/ Income Tax Act, etc.) shall be produced for verification/checking of AIESL or to a third party authorized by AIESL / Law abiding agencies of Govt. of India.
- ii. I have carefully gone through and have understood and hereby agree to abide by all the General Terms & Conditions, Work scope, and Specifications governing the tender.
- iii. I hereby confirm that I am authorized to sign the tender document that the information given in the tender is true and correct to the best of my knowledge and belief and that nothing material is concealed.
- iv. All the pages of the Technical Bid are signed, and any overwriting is signed.

Authorized Signatory:

Name of Signatory \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

Seal of Company

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

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

## SECTION-E

### PRICE BID FORMAT

(To be submitted on Bidder's company letterhead)  
(all pages must be signed and stamped with the company's seal)

5. Rates/ charges:

Following rates/ charge shall apply for the services mentioned:

A) Non DG Packaging

S/No.	Description of packaging	Rates (x) (INR) / Sqft	Weightage (y)	Amount (x*y)
I.	New cartoon box (18mm) with bubble & other inner packaging and shrink wrap as per dimension Including carpenter charge		0.55	
II.	New Wooden box with bubble & other inner packaging and shrink wrap as per dimension Including carpenter/manpower charges		0.05	
III.	Old Wooden box with bubble & other inner packaging and shrink wrap as per dimension Including carpenter charges		0.05	
IV.	Bubble sheet and other inner packaging in AIESL's old carton box & Shrink wrap as per dimension		0.3	
V.	Carpenter charge for repair work		0.05	
			Total = (Z)	

Note:

While submission of Price Bid on GeM portal, exclude GST. All prices submitted must be as per TOTAL (Z).

B) DG Packaging

S.N	Description of packaging	Rates (INR)
I.	Upto 10 Kg	
II.	>10 ≤ 100 kg	
III.	>100 ≤ 200 Kg	
IV.	>200 ≤ 500 Kg	

C) DG Documentation

S.N	Description of packaging	Rates (INR)
I.	AOG Service	
II.	DG label and marking Charges	
III.	DG Packing charges (inner and outer packaging)	
IV.	DG Declaration Certificate	
V.	Forklift Charges (if required)	



VI.	Crane Charges (If required)	
-----	-----------------------------	--

- a) Lowest Bidder will be awarded on the calculation of TOTAL ( Z )
- b) AIESL have DG certified manpower and required machinery for loading/unloading. However, quotes in table B & C are taken to manage odd situation (if required in abnormal/challenging conditions) only.
- c) These rates (Table B & C) will not be used for evaluation of L1. However, remain valid during contract period in case of such requirement SOS basis.
- d) There will be a single service provider appointed for packaging activities across India.
- e) The expected average volumes of 380 shipments to be done monthly across PAN India. 95% of shipments are expected to be non DG and 5% shipments expected to be DG.

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

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

Signature of Authorized Signatory \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

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



## SECTION- F

### CHECKLIST

S.No	Description	SPECIFY YES/ NO
1	The tenderer shall have average annual turnover of Rs. 9,00,000 or more of related services during the last three years ending on 31st March 2023. Annual Report (Audited Balance Sheet and Profit & Loss Account) duly authenticated by a Chartered Accountant in India Certificate duly signed by the chartered accountant to be submitted.	
2	The tenderer shall have experience in handling & packaging of A/c goods, tools and various types of equipment.(DG & non DG both)	
3	The tenderer shall have experience in handling & packaging oversize/odd-size consignments.	
4	Tenderer agrees to abide by rules/clauses as mentioned in Annexure - B	
5	Tenderer agrees to pay a non-interest bearing security deposit which shall be 5 % of the contract value as a security deposit for the period of the contract	
6	The tenderer shall agree that the payment will be made against the tenderers invoice submitted on 45 days credit term basis	
7	PAN and GST Number	
8	The tenderer shall be in the packaging/supply chain sector having the capability of packaging service done in pan India	
9	The tenderer shall have expertise in handling and packaging of Dangerous Goods	
10	All pages of the tender documents are signed and stamped	
11	Acceptances of terms and condition and undertaking signed and stamped	
12	EMD/Bid Security Declaration (In case of MSME) attach Certificate	

Authorized Signatory:

Name of Signatory \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

Seal of Company

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

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

(To be printed on bidder's company letterhead and submitted along with Technical Bid)

To,  
Dy. General Manager  
Production Planning & Materials Management,  
AI ENGINEERING SERVICES LIMITED (A.I.E.S.L.),  
Safdarjung Airport,  
New Delhi – 110037.

Tender Ref : AIESL/PPMM/17/24007

Due Date : DD/MM/YYYY on or before 1400 hrs

Tender for packaging of Aircraft and Non A/c (DG & Non DG) company goods of AIESL.

ACCEPTANCE OF TERMS AND CONDITIONS

1. I/We have carefully gone through and have understood and hereby agree to unconditionally abide by all the terms and conditions, required work scope/service details, and specifications governing the Tender.
2. I/we hereby confirm that I/we are authorized to sign Bid documents and the information given in the Tender is true and correct to the best of my/our knowledge and belief and nothing material is concealed.
3. Rates quoted by us in the Price Bid Format will remain firm for a period of 90 days from the date of opening of the Technical Bid.
4. We confirm that the prices/ rates and taxes as quoted by us in the Price Bid are final and no additional Cost shall be applicable to AIESL. We also confirm that there is no hidden cost to AIESL over and above those indicated in the Price Bid format.
5. In case AIESL decides to place a contract on us, we agree to maintain our quoted rates firm till the completion of the Contract.
6. We confirm that the benefit of reduction in Statutory Taxes/Levies if any arising during the Contract Period, if awarded in our favor would be passed on to AIESL wherever applicable.
7. I/we confirm that /we do not have any relative who is an employee of AIESL or its subsidiaries and is likely to benefit us during the Award/implementation of the Contract.
8. I/we also indemnify that any subsequent detection of direct or indirect beneficiaries of any application/award of any contract to any employee of the organization may result in disqualification/termination. AIESL will have the sole discretion to do so, and such cases cannot be referred for arbitration.
9. All the Pages of SECTIONS A TO F are duly stamped and signed.

Signature of Authorized Signatory \_\_\_\_\_

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

Name of Signatory \_\_\_\_\_

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

Designation of Signatory \_\_\_\_\_

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

(To be printed on bidder's company letterhead and submitted along with Technical Bid)

To,  
Dy. General Manager  
Production Planning & Materials Management,  
AI ENGINEERING SERVICES LIMITED (A.I.E.S.L)  
Safdarjung Airport  
New Delhi - 110037

UNDERTAKING FROM BIDDERS

Tender Ref : AIESL/PPMM/17/24007 Due Date : \_\_\_\_\_<sup>th</sup> \_\_\_\_\_, 2024 on or before 1400 hrs  
Tender for packaging of Aircraft and Non A/c (DG & Non DG) company goods of AIESL.

I / We \_\_\_\_\_ confirm that I/we do not have any relative, who is an Employee of AIESL or its subsidiaries and is likely to benefit us during the Award /Implementation of these Contract.

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

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

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

Signature of Authorized Signatory \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Designation of Signatory \_\_\_\_\_

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

To,  
Dy. General Manager  
Production Planning & Materials Management,  
AI ENGINEERING SERVICES LIMITED (A.I.E.S.L)  
Safdarjung Airport  
New Delhi - 110037

Performance Bank Guarantee /Security Deposit Form

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

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

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

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

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

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

This guarantee shall be valid until the ..... day of ..... 2022.

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Name & Address of the Bank Branch

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**  
**(to be submitted in Bidder's Company Letter Head duly signed and stamped)**

To,  
 Dy. General Manager  
 Production Planning & Materials Management,  
 AI ENGINEERING SERVICES LIMITED (A.I.E.S.L.)  
 Safdarjung Airport  
 New Delhi - 110037

Tender Ref : AIESL/PPMM/17/24007 Due Date : \_\_\_\_<sup>th</sup>\_\_\_\_, 2024 on or before 1400 hrs  
 Tender for packaging of Aircraft and Non A/c (DG & Non DG) company goods of AIESL.

Subject: Authorization for attending bid opening Tender No. \_\_\_\_\_ Closing Date: \_\_\_\_\_

Opening Date \_\_\_\_\_ Opening Time \_\_\_\_\_

The following person(s) are hereby authorized to attend the Bid opening for the Tender mentioned above on our behalf.

Sr. No	Name	E-mail ID	Contact No.	Signature
1.				
2.				

(Must be signed by any key managerial personnel or an officer of the company duly authorized by the Director/ Partner/ Proprietor in this behalf).

Signature of Authorized Signatory \_\_\_\_\_

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

Name of Signatory \_\_\_\_\_

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

Designation of Signatory \_\_\_\_\_

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

Note:

- Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.
- The authorized representatives, in their own interest, must reach the venue of the bid opening well intime.
- The authorized representatives must carry a valid photo identity.



**SECURITY DEPOSIT LETTER**

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

To,

Dy. General Manager  
Production Planning & Materials Management,  
AI ENGINEERING SERVICES LIMITED (A.I.E.S.L.)  
Safdarjung Airport  
New Delhi - 110037

Tender Ref : AIESL/PPMM/17/24007

Due Date : \_\_\_\_<sup>th</sup> \_\_\_\_\_, 2024 on or before 1400 hrs

Tender for logistics service provider for transportation of company goods of AIESL.

I/We, the undersigned declare that:

After qualifying for the award of Contract for packaging of Aircraft and Non A/c (DG & Non DG) company goods with AIESL. We will deposit 5% (Five percent) of the total value of the Contract towards an interest-free Security deposit, within 2 weeks of receipt of the Contract.

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

AIESL  
AI ENGINEERING SERVICES LIMITED

Signature of Authorized Signatory \_\_\_\_\_

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

Name of Signatory \_\_\_\_\_

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

Designation of Signatory \_\_\_\_\_

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

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS INSTEAD OF EMD  
(Applicable for MSME Bidders only)  
*(to be submitted in Bidder's Company Letter Head duly signed and stamped)*

To,  
Dy. General Manager  
Production Planning & Materials Management,  
AI ENGINEERING SERVICES LIMITED (A.I.E.S.L)  
Safdarjung Airport  
New Delhi - 110037

Tender Ref : AIESL/PPMM/17/24007 Due Date : \_\_\_\_<sup>th</sup>\_\_\_\_, 2024 on or before 1400 hrs  
Tender for logistics service provider for transportation of company goods of AIESL.

I / We, the authorized signatory of M/s \_\_\_\_\_, participating in the  
subject tender No. \_\_\_\_\_ for the item / job of \_\_\_\_\_,  
do hereby declare the following:

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

Signature of Authorized Signatory \_\_\_\_\_

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

Name of Signatory \_\_\_\_\_

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

Designation of Signatory \_\_\_\_\_

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