



**TENDER NO. IE/7-4/392**

**Office Address:  
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Old Airport,  
Santacruz (East),  
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**TENDER NO. I.E./7-4/392  
Date:12<sup>th</sup> March 2024**

**Tender inviting quotations for “Aviation Insurance Policy for one year” to cover AIESL.**

**NAME & ADDRESS OF THE AGENCY/CONTRACTOR**

M/s.....  
.....  
.....

Phone : \_\_\_\_\_  
Email : \_\_\_\_\_

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**AI Engineering Services Limited,  
GST # 07AAFCA9618L2Z9  
PAN # AAFCA9618L**



**TENDER NO. IE/7-4/392**

## **DECLARATIONS**

AI Engineering Services Ltd. (“**AIESL**”) is a PSU, incorporated under the Indian Companies Act 1956. The Company is a wholly owned subsidiary Company of AI Asset Holding Ltd.(AIAHL), which is wholly owned by Government of India. AIESL is aviation MRO which provides maintenance, repair, and related support for fleet of aircraft of IAF, Govt Agencies, domestic and international airlines.

AIESL invites e-bids (“**Bid/s**”) on the GeM portal [www.gem.gov.in](http://www.gem.gov.in) under two bid system i.e. Technical Bid & Financial Bid (“**Technical Bid**” and “**Financial Bid**”) from only reputed Insurance Companies licensed by IRDAI for **Aviation Insurance Policies for a period of one year** .

The information contained in this tender document (“**Tender Document**”) or/and any information about the aforesaid subject matter provided subsequently to the applicants/Bidders (“**Bidders**”/ “**Applicant**”) in any form by AIESL shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AIESL before awarding of the tender.

The purpose of this Tender Document is to provide all Bidders with the information that may be useful to them in the formulation of their proposals/ bids in response to this Tender Document. The statements and facts contained herein, which reflect various assumptions and assessments arrived by AIESL do not purport to contain exhaustive information on the aforesaid subject matter that each application may require for submitting their bids.

The information provided in this Tender Document to the applicants is on a wide range of matters, some of which depend upon the interpretation of the law. The information given is not an exhaustive account of statutory requirements and shall not be regarded as a complete or authoritative statement of law.

The assumptions, assessments, statements, and information contained in this Tender Document may not be complete, accurate, adequate, or correct. Each Bidder shall, therefore, conduct its due diligence, investigations, and analysis and shall check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, and information contained in this Tender Document and shall obtain independent advice from appropriate sources at no cost to AIESL.

AIESL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. AIESL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance by any Bidder upon the statements contained in this Tender Document.

AIESL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender Document, from time to time till closing date of the tender.



**TENDER NO. IE/7-4/392**

The Tender Document does not imply that AIESL is bound to select a Bidder or to appoint the selected Bidder, as the case may be, and AIESL reserves the right to reject all or any of the proposals without assigning any reason whatsoever at any time.

The Bidder shall bear all its costs associated with or relating to the preparation & submission of its proposal/ bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AIESL or any other costs incurred in connection with or relating to its proposals. All such costs and expenses shall remain with the Bidder and AIESL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the Bidder in preparation for submission of the proposal, regardless of the conduct or outcome of the bid selection process as contained herein.



**TENDER NO. IE/7-4/392**

**PROCUREMENT OF AIESL'S AVIATION INSURANCE POLICIES FOR 2024-25**

**INTRODUCTION**

AI Engineering Services Ltd (AIESL) previously known as Air India Engineering Services Ltd is a PSU having biggest MRO set up in India that serves as a One-stop-shop for all engineering requirements at major Airports with pan India footprint i.e. Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata, Nagpur, Chennai etc.

AIESL Facilities include Hanger Facility, Line and Base Maintenance, Engine Overhaul, Avionics Accessories shops and components shops, Structural Repairs, Cabin and seat Repair Facility, Landing Gear, Engineering Support Service and many specialized services, as mentioned below:

**A. Base Maintenance**

AIESL Maintenance Services include Airframes of A320 family, A319, A320, A330, B737 series, B787, B777 and Engines models such as V2500, CFM56-5B, CFM56-7B, PW4000-94, PW4000-100, GE 90-110 & GenX Engines. AIESL Base Maintenance Services cover all checkup and including Phase Checks, "D"/"C" Check & defect rectification.

**B. Line Maintenance**

AIESL handles multiple fleet of aircraft such as A320 family, B737NG, B747-400, B777, B787, ATR at all major airports in India. AIESL provide Strategic Line Maintenance Services at major network stations in India. AIESL also provides Transit, Base, Daily and Weekly checks at multiple locations.

**C. Engine and APU Overhaul**

AIESL is the only DGCA/FAA/EASA approved Engine repair station in India. AIESL has full capability for CFM 56 -5B / 7B, GE CF6-80C2, V2500 A1, PW 4000 Engines and has partial Capability for GE 90 & CFM 56-5B. AIESL has capability for APU models such as GTCP 131-90, GTCP 331-250H, GTCP 331-500B, PW901A and APS 5000A. AIESL's APU Repair Shop is fully equipped with CMM, CNC machines; 5-axis milling machine; welding and plasma spray with a 9-axis robotic plasma spray machine.

AIESL's Engine Test Cells are well-equipped, having capacity up to 100,000 lbs thrust. AIESL has access to worldwide repair vendors who carry out specialized repair jobs. AIESL also has experience in dealing with DER repairs and handling PMA parts.

**D. Landing Gear Overhaul**

AIESL has Landing Gear section which carries out repair, overhaul and functional testing of entire landing gear and its components including wheels and brakes. The latest addition to AIESL's landing gear capability is 737-800 NG and A319/A320.

**E. Avionics Accessories Overhaul**

AIESL has DGCA/ FAA/EASA approved Avionics Component repair (like flight deck instruments, radio communication & navigation equipment's, onboard computers, In-flight entertainment, Weather radar, Displays and CVR/DFDR readout, etc.) facility



## TENDER NO. IE/7-4/392

in India. It has extensive range of services including repair, overhaul & modification of components and DFDR transcription facilities.

AIESL facility includes many Automatic Test Equipment's. AIESL also has Test Facility for Pack and Zone Temperature Controller, GCU, BPCU, APU Controller, Back Up Converter, Cabin Temperature Controller, APU Controller.

### F. Component Overhaul

- i. Wheel & Brake Overhaul: AIESL has extensive capabilities for Hydraulic, Pneumatic & Electrical Components for airframes, Engines, Landing Gear, Cabin safety & survival equipment, Thrust Reversers. Its Wheels and Brakes Shop is equipped with the latest automatic eddy current inspection and auto torque equipment's.
- ii. Structural Repairs: AIESL's Structural Repairs cater to all kinds of Structural Repair work and can support AOG events. AIESL has a advanced state-of-the-art Composite Repair Facility, staffed with highly trained and experienced technicians.
- iii. Cabin & Seat Repair: AIESL has skilled and experienced manpower and has over 35 years of experience in the field. AIESL has repaired/overhauled more than 100,000 aircraft seats so far.

### OUR VISION

To provide best in class and timely quality services to the Customers by maintaining highest standards of regulatory and safety compliance.

### OUR MISSION

#### CUSTOMER:

- Maintaining Customers' Aircraft in a continuous state of airworthiness by the system of preventive and corrective maintenance to secure a high level of safety.
- Provide a One-Stop-Solution to the Customers.
- Faster Turn-Around-Time (TAT).
- To capture maximum Third-Party work from in and around India.

#### PROCESS:

- To obtain FAA and EASA approval for all its facilities.
- Aggressive marketing policy for more and more Third-Party work.
- Continuous monitoring of Quality through Quality Audits, etc.
- Continuous upgradation of the services, delivering highest customer satisfaction in terms of Quality, Service and Cost effectivity and ensuring Long-Term strategic relationships.
- All-out efforts to be the world class MRO without compromising the quality standards.
- Updating and enhancing the capability through training of the personnel and equipment of latest technology.
- Multiskilling of the personnel through cross training to enhance the productivity.
- Optimizing operational cost.



**TENDER NO. IE/7-4/392**

## **KEY HIGHLIGHTS**

- 1500+ Engineers & Technicians
- 250+ AOG Resolutions
- 16+ Approvals & Certifications
- 4000+ Engineers Trained under Engineering Training Services

## **AIESL CUSTOMERS**

- HAL
- IAF
- DRDO
- Air India One (SESF)
- Indian Navy
- Air India
- Air India Express
- Alliance Air
- Indigo
- SpiceJet
- Singapore Airlines
- Etihad Airways
- Qatar Airways
- Air Asia
- Egypt Air
- Kuwait Airways
- Malaysian Airlines
- Oman Air
- WLFC
- Global AeroTech, and many more

## **RISK MANAGEMENT PRACTICES**

AIESL has adopted a comprehensive Enterprise Risk Management whose objectives are to ensure a comprehensive risk identification and prioritization of important risks, define and follow risk policies and processes, create Risk Registers and Risk Data Bases for identified risks along with mitigation plans that control daily decision making throughout the company and ensure a robust risk culture company-wide.

- **Risk Database:** Repository of all risks facing AIESL categorized as high, medium, or low based on the impact and likelihood ratings.
- **Risk Register:** Prioritized list of risks that are either high on a multiply product of profitability and impact or high on impact (low on probability).



**TENDER NO. IE/7-4/392**

**LIST OF MAJOR APPROVALS WITH AIESL**

- DGCA India
- EASA-Delhi
- EASA-Bom
- FAA-Del
- FAA-BOM
- EASA 147
- NABL India
- SACAA, South Africa
- CAAS, Singapore
- QCAA, Qatar
- GCAA, UAE
- DGCA Kuwait
- CAA Sri Lanka
- CAAB, Bangladesh
- CAAN, Nepal

AIESL intends to take Aviation Insurance Policies (comprising of Technical and Financial Bids) from IRDAI Licensed Insurance Company operating in India for the financial year **2024-2025** through two bid system. We invite Technical and Financial Bids from Indian Insurance Companies duly registered with IRDA.



**TENDER NO. IE/7-4/392**

**NOTICE INVITING TENDER**

**Tender schedule and details:**

Tender No.	IE/7-4/392
AIESL 's Website upload date and GeM portal date	18 <sup>th</sup> March 2024
Pre-bid meeting	22 <sup>nd</sup> March 2024
Bid open date	18 <sup>th</sup> March 2024
Bid close date	8 <sup>th</sup> April 2024 at 14:00
Date of opening Part-I (Technical bid)	8 <sup>th</sup> April 2024 at 14:30
Date of opening Part-II (Financial Bid)	Will be intimated to qualified Bidder separately.





**TENDER NO. IE/7-4/392**

**TECHNICAL REQUIREMENT**

1. Companies are required to submit their bids individually on stand-alone basis as consortium are not allowed. All Bids must be submitted in line with the Pre-Qualification Criteria as laid under Annexure-A to this Bid.
  - (a) Along with Technical Bids, the Bidders are required to furnish a letter to AIESL given in draft format at **Annexure - B** assuring that **Mandatory confirmation / certificates / documents** which are required for evaluation of Technical bids are submitted.
  - (b) In addition to the above, bidding insurance company are also required to furnish additional information as under: -
    - i) Additional services / resources, if any it intends to deploy for the servicing of these policies.
    - ii) Details of offices located in India and abroad.
    - iii) Confirm that claims review meeting will be held once a month in the office of AIESL.
    - iv) Two officials of primary insurers will be nominated who will be responsible and knowledgeable about the claims and will attend and actively participate in resolution of claims. The names and designations of officials nominated should be informed to AIESL.

The necessary financial data and other details / information for assessment of strength against each Technical criteria / particulars are required to be filled in the attached format.

**TABLE OF CONTENTS OF ANNEXURES:**

<b>Sr.no.</b>	<b>Particulars</b>	<b>Annexure</b>
1	Pre-Qualification Criteria	A
2	Format of response	B
3.	Technical criteria	C
4	Undertaking	D
5.	Integrity Pact	E
6.	Risk Cover details	F
7.	AIESL Data	G
8.	Description and Cost of Services of Bidder	H



**TENDER NO. IE/7-4/392**

**I. BID SUBMISSION REQUIREMENT:**

1. Tender Document giving the eligibility criteria, detailed specifications & other terms and conditions is available for down-loading on free of cost basis from GeM portal [www.gem.gov.in](http://www.gem.gov.in) and AI Engineering Services Ltd. website [www.aiesl.in](http://www.aiesl.in).
2. Bidders are requested to carefully examine the Tender Document, terms & conditions of assignment, specifications and if there should be or appear to be any ambiguity therein; they shall seek clarification from AIESL in the pre-bid meeting.
3. AIESL shall endeavor to provide clarifications and such further information with respect to the issues come up in the pre-bid meeting it may, consider appropriate for facilitating a fair, transparent and competitive bidding process. However, AIESL reserves the right not to respond to any question or provide any clarification, after the pre bid meeting.
4. The Bids should be neatly presented, signed and stamped on all pages of the Tender Document and all the enclosures accompanying the Tender Document. Bidders must submit this form duly completed & signed this document. Each column should be filled neatly.
5. The Tender Document must be serially numbered with page numbers marked on each page and signed by the Bidder. The Bidder shall also sign with date, the last page of the Tender Document and stamped with company seal.
6. The Bid shall contain the name of the authorized signatory with designation, postal address, email address, contact no.
7. The Tender Document shall include the documentary proofs for qualifying requirements wherever specified.
8. The Bidders, or their authorized representatives (only one person), would be permitted to attend the opening of the Tenders. The representative must carry a letter of authority on the company's letter head from the authorized signatory, authorizing them to attend the Tender opening, failing which they will not be permitted to participate in the tender opening process. The name(s) of the representative(s) must be directly sent to AIESL by e-mail to Paresh Khamitkar  
Email address: [paresh.khamitkar@aiesl.in](mailto:paresh.khamitkar@aiesl.in).  
[mro.insurance@aiesl.in](mailto:mro.insurance@aiesl.in).



## TENDER NO. IE/7-4/392

9. AIESL has the right to refuse any tender without assigning any reason or select any Bidder that is in the final evaluation list. AIESL also has right to re-issue the Tender without Bidders having right to object to such reissue. AIESL also reserves the right to extend the validity period of the Tender.

## II. SUBMISSION OF BIDS:

The Bidders should submit their e-Bids in a two-bid format as follows:

### 1. Technical Bid:

The Technical Bid as per format at must be submitted separately through GeM portal **on or before 8<sup>th</sup> April 2024 at 1400 hrs. (Bidders to mention due date and time in the blank space)** along with the requisite proof of submission of EMD / EMD exemption details in place of EMD and Annexure-C duly filled and signed . The Bidders must furnish the Technical Bid along with scanned copies of all attachments/documents/information and details sought/required through documentary evidence, duly signed by the authorized signatory of the Bidder(s) with company seal on all the pages of such documentary evidence and annexure submitted along with Technical Bid, as per the terms of the Tender.

### 2. Financial Bid:

- a. Financial Bid, as per **Annexure-H** should be uploaded in the prescribed format on the GeM portal.
- b. **The prices in the Financial Bid must be clearly typed both in words and figures without any error.**
- c. 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.

3. 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.

4. Bidders shall bear their own costs associated with or relating to the preparation



## TENDER NO. IE/7-4/392

- and submission of their Bids including but not limited to preparation, copying, postage, delivery Fees, expenses associated with any demonstrations or presentations which may be required by AIESL or any other costs incurred in connection with or relating to their Bid. All such costs and expenses will remain with the Bidder and AIESL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this Tender process.
5. 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.
  6. The Financial Bid of only those Bidders who are found technically suitable during technical evaluation would be opened. The opening date and time of Financial Bids would be intimated to all the technically qualified Bidders to enable them to attend the Financial Bid opening.
  7. 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.

### III. PRE-BID MEETING

- 3.1. Interested Bidders who desire to attend the pre-bid meeting shall communicate the names and email of their representative by email to [paresh.khamitkar@aiesl.in](mailto:paresh.khamitkar@aiesl.in) or [mro.insurance@aiesl.in](mailto:mro.insurance@aiesl.in) two days before the pre-bid meet scheduled date 22<sup>nd</sup> March 2024 at 14:30 Hrs to make necessary arrangements. Such representative/s, maximum two only, shall carry an authorization letter to that effect on the company letter head from the authorized signatory for the company as well as identity card on the pre-bid meet date to address clarification sought by prospective Bidders and to incorporate suggestions/clarifications as deemed necessary.
- 3.2. The Bidders may seek clarifications prior to the bid meeting date through email at "Paresh Khamitkar" [paresh.khamitkar@aiesl.in](mailto:paresh.khamitkar@aiesl.in) or [mro.insurance@aiesl.in](mailto:mro.insurance@aiesl.in)



**TENDER NO. IE/7-4/392**

**IV. OPENING OF BIDS**

- 4.1. The Technical bid will be opened online on 8<sup>th</sup> April 2024, at 14:30 Hrs (IST) and the same would be taken up for technical evaluation of the responses received by AIESL.
- 4.2. The Bidding insurance companies, authorized officials as representatives, would be permitted to attend the opening of the tenders (Remotely). Only two representatives from each bidding company will be permitted to attend. Amendments, corrigendum, clarifications if any, and any extensions of the due date of opening of this tender will be intimated and hosted only on the web site of AIESL website and GeM Portal.

**V. GROUND FOR REJECTION OF BIDS**

**AIESL may reject the bids at its discretion on following grounds:**

- 5.1. The Technical Bid should not contain any indication of the price. In case an indication of the 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.
- 5.2. The Bids should be neatly presented. Corrections, if any, should be duly authenticated with full signature of the authorized person who is signing the Tender, failing which the Tender is liable to be rejected.
- 5.3. All relevant supporting documents attached with the said bids must be duly signed and stamped by the Bidder. In case the bids are not accompanied by any and all supporting documents, the bid is liable to be rejected.
- 5.4. If the Tender has been received after the closing date / time of the tender.
- 5.5. If only the Technical Bid has been uploaded and the Financial Bid has not been uploaded and vice versa.
- 5.6. If the Tender has been received by email or in any other manner as the one mentioned in the Tender.
- 5.7. If the Tender has not been signed by the authorized signatory of the Bidder.
- 5.8. If the technical bid has been submitted without EMD or the EMD has been submitted in a mode other than as specified in the Tender or without EMD exemption letter, if eligible
- 5.9. If the bid has been received without the undertaking of acceptance of all terms & conditions.
- 5.10. The above list is only illustrative and there can be other relevant grounds of rejection of bids.
- 5.11. Further Bidders are subject to be disqualified if Bidder or any of its constituent partners/directors (as applicable) have:



## TENDER NO. IE/7-4/392

- a) made misleading or false representation in the forms, statements, and attachments submitted which were discovered at any point either after the submission of the Bid or on/ before opening of the Bids or during the Bid evaluation process; or
- b) records of poor performance since the time of its incorporation, as on the date of submission of Bid such as abandoning the work, rescinding of any contract for which the reasons are attributable to the non-performance of the Bidder, inordinate delays in completion, any pending litigation / arbitration/ outstanding legal dispute before any competent court or tribunal against the Bidder or any of its constituents or financial failure due to bankruptcy etc.

5.12. The above list is only illustrative and there can be other relevant grounds for rejection of Bids.

5.13. AIESL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a) 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;
- b) consult with any Bidder in order to receive clarification or further information;
- c) retain any information and/ or evidence submitted to the AIESL by, on behalf of, and/ or in relation to any Bidder; and/ or
- d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

In case, any of the above events comes to light subsequent to the execution of the Contract, (including but not limited to the event wherein AIESL determines that the Successful Bidder has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practice in the Tender Process). AIESL may rescind the Contract forthwith of such Successful Bidder, and blacklist the Bidder from participating in any future Tenders issued by AIESL, without being liable in any manner whatsoever to the Bidder.

In pursuance of this, AIESL defines, for the purposes of this provision, the terms set forth below as follows:

**“corrupt practice”** means

- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Tender Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of AIESL who is or has been associated in any manner, directly or indirectly, with the Tender



## TENDER NO. IE/7-4/392

- Process or has dealt with matters concerning the contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of AIESL, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or
- (ii) engaging any person in respect of any matter relating to this Tender or the Contract, who at any time has been or is a legal, financial or technical adviser of the AIESL in relation to any matter concerning this Tender and/or the Contract, in any manner whatsoever, whether during the Tender Process or after the issue Tender or after the execution of the Contract, as the case may be;
  - (iii) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tender process;
  - (iv) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Tender Process;
  - (v) "**undesirable practice**" means establishing contact with any person connected with or employed or engaged by the AIESL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; and
  - (vi) "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

## VI. AMENDMENTS

6.1. Amendments, corrigendum, clarifications and due date extension if any, to this Tender will be hosted on the both GeM portal and web site of AIESL, ([www.aiesl.in](http://www.aiesl.in)). The Bidders are therefore, advised to visit both GeM portal([www.gem.gov.in](http://www.gem.gov.in)) and web site of AIESL, ([www.aiesl.in](http://www.aiesl.in)) regularly till the date of closing of the Tender (or extended date, if any).

## VII. Modification of Bids

7.1. On account of any amendments being made to the Tender, the Bidder shall have a right to modify and upload their bid in the GeM portal after the bid submission but prior to the due date (or extended due date, if any) for submission of Bid. The last modified bid



## TENDER NO. IE/7-4/392

of the Bidder received and submitted before the due date (or extended due date, if any) shall be final and binding on the Bidder.

- 7.2. The Bidder is also allowed to modify the Bid any time prior to the date and time of submission of the Bids on GeM portal.
- 7.3. At any time prior to the last date for submission of Bids, AIESL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify this Tender Document by an amendment. In order to afford reasonable time to Bidders to take such amendments into account for preparation and submission of their Bids, AIESL may, at its discretion, extend the last date for the submission of Bids through an announcement on its website and GeM portal.

### **VIII. Withdrawal of Bid after due date:**

- 8.1. Bidders are hereby informed that the withdrawal of their proposals subsequent to the due date, and throughout the duration of the technical bid evaluation, is strictly prohibited. Should a Bidder choose to withdraw their bid during this critical period, such action will result in the irrevocable forfeiture of the Bidder's Earnest Money Deposit (EMD).
- 8.2. Furthermore, in the event of a bid withdrawal, the Bidder adjudged as successful shall be obligated to compensate AIESL for all resultant damages, inclusive of, but not limited to, opportunity costs incurred as a consequence of such withdrawal.

### **IX. TECHNICAL AND FINANCIAL BIDS EVALUATION**

#### **9.1. TECHNICAL BID:**

- i) The Technical Bids submitted would be evaluated to verify the suitability and competency of the Bidder as to whether the applicant to the tender has the required capability, capacity and / or expertise to provide the required services under this tender. Assessment would be made to determine whether the Bidders meet the requirement as per Annexure F of AIESL, as per the eligibility criteria and compliance to other terms and conditions of the tender.
- ii) Technical Bid would be evaluated based on the response to pre-decided minimum qualification criteria Annexure C.
- iii) The Technical Bids would be evaluated for their 'Compliance to the Technical Requirement' of the Tender as indicated at **Annexure B & C**. AIESL reserves the right at its sole discretion to seek whatever information, documents etc. from the bidder, in addition to the documents indicated in the Tender, as it may consider necessary for the purpose of evaluation of the Bid.





## TENDER NO. IE/7-4/392

- iv) It may be noted that the bids would be evaluated based on their response to the eligibility criteria and the technical information provided by the Bidders. Bidders meeting the eligibility criteria after due verification of documents, technical information and details as per technical bid format would be qualified in the technical evaluation process.
- v) The Bidders are advised to carefully provide the relevant details/information asked for in the technical bid format along with required supporting documents thereof.
- vi) The Bidder must also submit the requisite amount of EMD of Rs.02 Lakhs (Indian Rupees two lakhs only) or applicable EMD exemption certificate and declaration

The EMD must be submitted through net banking using the following details:

Name of the Bank	: State Bank of India
Branch Address	: New Delhi
Account Holder's Name	: AI Engineering Services Limited
Account Type	: Current
Account Number	: 00000033029526378
IFSC Code	: SBIN0000691

- vii) AIESL reserves the right to seek documents/ information / clarifications from the Bidders as it may deem necessary for the purpose of evaluation of the Technical Bids, to determine their suitability or otherwise for this Tender.
- viii) The verification of the information submitted by the Bidder through a site visit by the Technical Committee of AIESL may also be the part of the Technical Evaluation.
- ix) Bidders who qualify AIESL's Technical evaluation criteria would be informed regarding the opening details of the Financial Bids.

### 9.2. FINANCIAL BID:

- i) In the last and final stage, the Financial Bids of only those Bidders, who have qualified through the process based on evaluation of their Technical Bids, will be opened. In case of disqualified Bidders, their Financial Bid will not be considered for opening. The date and time of opening of the Financial Bid would be intimated in advance to the Bidders who have qualified in the Technical Bid evaluation. The **authorized representative of the Bidder** only would be permitted to participate in the opening of the Financial Bid.



## TENDER NO. IE/7-4/392

- ii) Bidders are requested to submit their quotes strictly as per the given format at Annexure –H and restrict their offer only to the specifications given. Alternate offer which does not adhere to the given specifications will not be considered for evaluation. In case of any doubt and clarifications required regarding the tender, please contact the officials as per email IDs provided prior to submission of bids.
- iii) The overall lowest Bidder (“L1”) party shall be decided on the total yearly premium outgo to AIESL. However, payment of the premium would be done quarterly by AIESL in INR. AIESL will make payment by converting the foreign exchange at the applicable BSR as published by State Bank of India at the respective dates of payment of premium.
- iv) Any exceptions, conditions, covenants or qualifying remarks submitted by the Bidders will not be accepted.

### X. MISREPRESENTATION OF FACTS:

- 10.1. A Bidder shall not misrepresent any material facts that affects the Tender process. Any Bidder found to be misrepresenting facts shall be immediately disqualified.

### XI. PRICE NEGOTIATION

- 11.1. As it is not the general norm for AIESL to carry out price negotiations following evaluation of the Financial Bids, the Bidders are advised to submit their best quotes in response to tender. AIESL however, reserves the right to carry out negotiations with the Bidder.

### XII. VALIDITY OF PRICES

- 12.1. Financial Bids shall be valid for acceptance for period of 120 days from the opening of Technical Bids.
- 12.2. The price offered should remain firm till completion of the contract. No request for increase in price for the services shall be entertained during this period.

### XIII. DOCUMENTATION

- 13.1. All relevant documents required are to be uploaded by the Bidders on GeM Portal under this Tender along with their bid.

### XIV. VALIDITY OF THE CONTRACT



## TENDER NO. IE/7-4/392

- 14.1. AIESL will enter into a contract for one (1) year with the successful bidder. AIESL reserves the rights to change/modify any terms and conditions or introduce any terms and conditions as it may deem fit.

### **XV. INTEGRITY PACT**

- 15.1. The /Bidders should execute an Integrity Pact with AIESL, as given in **Annexure-E**. The signed Integrity Pact document must be submitted with the offer, **failing which the bids would be disqualified.**

### **XVI. INDEMNITY**

- 16.1. Applicant/Bidder shall hold harmless and indemnify AIESL from and against damages, losses, and expenses arising out of any claim for infringement of patents, copy right, design etc. for use or supply of products/services by them pursuant to execution of the Agreement. Similarly, Applicant/Bidder shall at its own cost defend and indemnify AIESL against any third-party claims, rights, including trade mark, trade secret, industrial disputes on designs etc. for the use of products by them in fulfillment of/ discharging the obligations under the Agreement.

### **XVII. GOVERNING LAWS AND DISPUTE RESOLUTION**

- 17.1. This Tender Document shall be governed as per the laws of India.
- 17.2. Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this Tender Document, or the validity or breach thereof, **post the selection of the Successful Bidder**, shall first be settled by mutual consultation.
- 17.3. If the dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has started, the matter shall be referred for settlement to the 'Arbitration and Conciliation Act, 1996' and the award made in pursuance thereof shall be binding on the parties.
- 17.4. The arbitral tribunal shall consist of a sole Arbitrator appointed mutually by both Parties. In the event, either party fails to appoint an Arbitrator as per the provisions of this clause, the other party may seek the appointment of the Arbitrator as per the procedure under the Arbitration and Conciliation Act, 1996. The seat and venue of this arbitration shall be New Delhi, India.

### **XVIII. GOVERNING LAWS AND JURISDICTION OF THE BIDDING PROCESS**



**TENDER NO. IE/7-4/392**

18.1. This Tender Document and the bidding process shall be governed by the laws of India and any dispute whatsoever, arising under or pursuant to or in connection with this Tender and/or bidding process, shall be subject to the jurisdiction of the courts of Delhi, India only.

Thanking you,

Yours faithfully,

For AI Engineering Services Ltd.

PRE-QUALIFICATION CRITERIA

1. Bidders who fulfill the following pre-qualification requirements, and submit documentary proof thereof along with the technical bid, will only be eligible for evaluation of the technical bids.
  
2. The Technical Bids of Insurance companies obtaining **minimum 60 marks** as per Annexure – C will qualify for evaluation of the Financial Bid. The basis of evaluation of ‘Technical Criteria in Annexure-C will be mentioned on Page No. 2 of the same Annexure.
  
3. While ranking companies in presentations, due weightage will be given to defined criteria / parameters in Annexure-C based mainly on the following:
  - Company's experience as leader in aviation insurance in terms of number of years, aviation portfolio and the like and its experience in handling large aviation and non-aviation losses.
  - Company's experience as leader in dealing with the international aviation markets (lead markets) in terms of number of years.
  - Company's experience in dealing with international facultative reinsurance markets.
  - Company's clientele as a leader in aviation and other large non-aviation risks. Please provide details.
  - The expertise of current team in handling aviation insurance.
  - Company’s understanding of the domestic and international aviation environment.
  
4. For the purpose of giving qualifying marks for Financial criteria based on Annual Returns of participating insurance companies in Annexure- C the participating companies who are below the minimum level in the scale given for each of the parameters, will be allotted “zero” ( 0 ) marks for that particular financial strength criteria / parameter of Technical evaluation.
  
5. AIESL reserves the right to place the insurance risks under the Aviation Insurance policies, viz.
  - (a) Product Liability
  - (b) Hangar Keepers Liability
  - (c) Premises Liability
  - (d) Spares Liability and
  - (e) Working Party Liability



**TENDER NO. IE/7-4/392**

**with one or more insurance companies.** The lowest Bidder (L1) will be determined on the lowest yearly premium charged to AIESL. **Policy (d) may or may not be taken by AIESL..**

6. In case of any misrepresentation of information by any bidder, the Technical Bid of such Bidder may be cancelled / rejected.
7. Please note, that non-compliance with any of the mandatory requirements mentioned in point no. 2 above will disqualify the Bidder.

AIESL reserves the right to place the insurance risk under the Aviation insurance Policies in part or in full with one or more Insurance Companies.

8. Bidding insurance company are requested to note that, the qualifying insurance companies after submission of their Financial Bid will not be permitted to change the quoted price even if there is/are major events in the world.
9. AIESL reserves the right to accept or reject any bid without assigning any reason whatsoever.

\*\*\*\*\*

**ANNEXURE B****FORMAT FOR RESPONSE ON BIDDERS LETTER HEAD**

The stand-alone Bidder has to give below Mandatory confirmation / certificates/ documents which are required by AIESL for evaluation of Technical bids.

**Prospective Bidders are required to note that all the AIESL specified conditions, under this Annexure are met with and responded with “Yes” only, in order to qualify for the Technical Evaluation.:**

<b>Sr. no.</b>	<b>Condition</b>	<b>Compliance Yes/ No</b>
1	Latest copy of IT Return showing among other things Solvency Ratio, Operating performance, filed with IRDA for your company. (Copy attached)	Yes/No
2	Copies of printed Audited Annual Report for 2021-22 and 2022-23 of the stand-alone Bidder is attached herewith at Annexure.....	Yes/No
3	We are attaching at Annexure ....an undertaking signed by CMD/CEO/CFO of the our company that no material adverse impact has been suffered by the insurance company after the date of Audited Annual report submitted in (ii) above or else the details of the material adverse impact is being provided at Annexure .....	Yes/No
4	Copy attached at Annexure ..... certificate signed by CMD / CEO / CFO of our insurance company stating that (a) the company has not violated any IRDAI regulation and (b) business of the company has not been suspended during last 12 months.	Yes/No
5	Duly executed “Integrity Pact” (attached at Annexure-F of Technical RFP) by our company with AIESL is attached.	Yes/No
6	We Confirm that AIESL’s risks will be insured with the Underwriters who enjoy a minimum of ‘A’ rating by a renowned Credit Rating Agency for the last 3 years and	Yes/No



**TENDER NO. IE/7-4/392**

	a further confirmation that signed slips will be submitted along with financial bid clearly indicating terms and conditions.	
7	We confirm that as bidding insurance company would appoint an IRDAI certified insurance broker having valid licence.	Yes/No
8	We confirm that as a bidding insurance company will be able to place 100% of Insurance risk (including company's share) of the Insurance risk as per IRDAI norms/notification	Yes/No
9	We as stand-alone Bidder by way of Certified Board Resolution / Corporate Guarantee signed by CMD / CEO of bidding insurance company on the company's letter head confirm that full claim settlement of AIESL will not be affected even if any Re-insurers fails to pay its share. Attached as Annexure ....	Yes/No
10	We as stand-alone Bidder confirm that in case of major loss, company will pay an interim relief of at least 25% of the Hull claim and in case of Liability claims, the company will pay USD 6 Million for Wide Body aircraft and USD 3 Million for Narrow Body aircraft within 7 days of the admissibility of the claim by AIESL irrespective of receiving the contribution from the re-insurance market (If applicable).	Yes/No
11	We as stand-alone Bidder confirm that all the terms and conditions and coverage of the insurance policies under various heads would be adhered to by us and all the perils would be covered as mentioned in the policies. Also, the policies will provide cover as per the latest compensation limits prescribed under Carriage by Air (Amendment) Bill 2008 and 2014, Montreal Convention, as well as all other regulations which are in place at the inception of the policies and all amendments from time to time, introduced in law, as applicable to the Aviation Industry.	Yes/No

- Kindly confirm type of company (PSU / Non-PSU)- \_\_\_\_\_





**TENDER NO. IE/7-4/392**

**Note: Providing any false/unsubstantiated information for any of the above parameters would disqualify the Bidder from further consideration/evaluation of their Bid.**

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

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

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

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

Email Id: \_\_\_\_\_

**Tel No:** \_\_\_\_\_

**Fax No:** \_\_\_\_\_

ANNEXURE – C

<u>AVIATION LIABILITY INSURANCE POLICY 2024-25</u>					
	SR NO	CRITERIA/ PARTICULARS	UNIT	BASIS OF EVALUATION	PAGE NO
B.		<b><u>Financial Strength:</u></b>			
	9	(a) Net Worth			
		(b) Profit Before Tax as a % of Net Premium	Rs. Cr.		
		(c) Investments	Rs. Cr.		
		(d) Quick Assets ( Cash & Bank balances )	Rs. Cr.		
		(e) Total Annual Gross Direct Premium	Rs. Cr.		
		(f) Net Premium	Rs. Cr.		
		(g) Market Share	%		
		(h) Net Retention Capacity for Aviation / Airlines Business	%		



TENDER NO. IE/7-4/392

		<b>(I) Gross Aviation Premium</b>	<b>Rs. Cr.</b>		
<b>10</b>		<b>(a) Solvency Ratio</b>	<b>%</b>		
		<b>(b) Credit Rating</b>	<b>Cos.</b>		



TENDER NO. IE/7-4/392

AVIATION LIABILITY INSURANCE POLICIE 2024-25

PAGE 2

SRNO	CRITERIA / PARTICULARS	UNIT	RANGE					Points	NAME OF INSURANCE COMPANIES				
A. 1	<b>Financial Strength:</b>												
	(a) Net Worth	Rs. Cr.	1001-2000 6	2001-3000 7	3001-4000 8	4001-5000 9	5001 & abs 10	10					
	(b) Profit Before Tax as a % of Net Premium	Rs. Cr.	0.01% - 5% 2	5.1% - 10% 3	10.1% - 15% 4	15.1% - 20% 6	20.1% & abs 8	8					
	(c) Investments	Rs. Cr.	2500-5000 6	5001-15000 7	10001-15000 8	15001-20000 9	20000 abs 10	10					
	(d) Quick Assets (Cash & Bank balances)	Rs. Cr.	200-2000 6	2001-4000 7	4001-6000 8	6001-8000 9	8001 & above 10	10					
	(e) Total Annual Gross Direct Premium	Rs. Cr.	5001-7000 2	7001-9000 3	9001-11000 4	11001-13000 6	13001 & abs 8	8					
	(f) Net Premium	Rs. Cr.	2501-5000 2	5001-7500 3	7501-10000 4	10001-12500 6	12501 & abs 8	8					
	(g) Market Share	%	0.01% - 2.5% 2	2.51%-5% 3	5.1%-7.5% 4	7.51%-10% 6	10.1% & abs 8	8					
	(h) Net Retention Capacity for Aviation Liability	%	More than 10 MLN up to 20 Man 2	More than 20 MLN up to 30 Man 3	More than 30 MLN up to 40 Man 4	More than 40 MLN up to 50 Man 6	More than USD 50mln & abs 8	8					
	(i) Gross Aviation Premium	Rs. Cr.	50.1 - 100 6	100.1 - 200 7	200.1 - 300 8	300.1 - 400 9	400.1 & abs 10	10					
2	(a) Solvency Ratio	%	1.50% - 2.00% 6	2.01% - 2.50% 7	2.51% - 3.00% 8	3.01% - 3.50% 9	3.51% & Abs 10	10					
	(b) Credit Rating	Cos.	ANY OTHER 1	< A Domestic 2	< A International 3	> A Domestic 4	> A International 5	5					



**TENDER NO. IE/7-4/392**

B.	1	<b>GENERAL</b> Experience of dealing with Aviation Insurance Policies (including but not limited to Hangar keeper / Airport Operators Liability / Manufacturing Insurance) for more than 5 Years of Indiangomiciled risk							5				
		Page Total ....							100				
		<b>GRAN D TOTAL .....</b>							100				

- Bidders meeting the basic eligibility criteria and scoring equal to or more than 60 marks as per above evaluation in Technical Bid, will qualify for opening of the Financial Bid.
- All PSU Insurance Companies would be given 10 marks for Solvency Ratio as per Office Memorandum EG-14017/64/2020-InsII date July 2022 from Ministry of Finance, GoI.
- All PSU Insurance Companies would be given 10 marks for Net Worth as per Office Memorandum F.No.14017/64/2020-Ins.II date December 2023 from Ministry of Finance, GoI.
- In case of credit rating. Bidder having rating in both Domestic as well as International markets, higher of the two will be evaluated for marks.
- For the purpose of giving qualifying marks for Financial criteria based on Annual Returns of participating insurance companies in Annexure the participating companies who are below the minimum level in the scale given for each of the parameters, will be allotted “zero” ( 0 ) marks for that particular financial strength criteria / parameter of Technical evaluation.

In the last & final stage, the Financial Bids of only those Bidders, who have qualified through the above process based on evaluation of their Technical Bids, will be opened. In case of disqualified Bidders, their financial bid will not be considered for opening.



**TENDER NO. IE/7-4/392**

**ANNEXURE – D**

**UNDERTAKING CERTIFICATE**  
***(ON COMPANY'S LETTER HEAD)***

To,

GM-Engg,  
AI Engineering Services Limited,  
Old Airport, Kalina,  
Santacruz East, Mumbai 400 029

Sir,

It is certified that we have studied and understood the terms and conditions of the tender for Procurement of Aviation Insurance Policies for 2024-25 of AIESL and agree to abide by the same unconditionally.

AUTHORISED SIGNATORY



**TENDER NO. IE/7-4/392**

**Annexure - E**

**INTEGRITY PACT**

Between

AI Engineering Services Ltd. hereinafter referred to as “The Principal”, and

..... hereinafter referred to as “The Bidder”

**Preamble**

The Principal intends to award, under laid down organization procedures, contract/s to Procure Aviation Insurance Policies for 2024-25. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders/s.

In order to achieve these goals, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - b) The Principal will, during the Tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees or on the conduct of a Bidder, or of an employee or a representative or an associate of a Bidder which constitutes a criminal offence under the Indian Penal Code, 1860, the Prevention of Corruption Act, 1988 and/or other anti-corruption laws of India or is in violation of the principles herein mentioned or if there be a substantive suspicion in



**TENDER NO. IE/7-4/392**

this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions as per its internal laid down policies and procedures.

**Section 2 – Commitments of the Bidder**

- (1) The Bidder commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to Over Riding Commission (ORC), specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder will not commit any offense under the relevant Anticorruption Laws of India; further the Bidder Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - e) This integrity pact shall override the confidentiality clause if any in the offer submitted by the Contractor/Bidder and in the agreement entered into by the Principal with the Contractor/Bidder.
  - f) The Bidder of foreign origin shall disclose the names and addresses of agents/representatives in India, if any
- (2) The Bidder will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.





**TENDER NO. IE/7-4/392**

### **Section 3-Disqualification from Tender Process And Exclusion From Future Contracts**

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason or take action as per the procedure mentioned in the “Guidelines On Banning Of Business Dealings”

- (1) If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question the Principal is entitled also to exclude the Bidder from future contract award processes. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

### **Section 4 – Compensation for Damages**

Without prejudice to any rights that may be available to the Principal under law or the contract or its established policies and laid down procedures, the Principal shall have the following rights in case of breach of this Pact by the Bidder:

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be



**TENDER NO. IE/7-4/392**

entitled to demand and recover from the Bidder liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

- (4) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder shall compensate the Principal only to the extent of the damage in the amount proved.
- (5) The contractor/Bidder shall not be entitled to claim from principal any amount either as damages or otherwise on account of termination.

**Section 5 – Previous Transgression**

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country confirming to the corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**Section 6 – Equal treatment of all Bidders**

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

**Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors**

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



**TENDER NO. IE/7-4/392**

**Section 8 –External Independent Monitor / Monitors (to be decided by the Chairperson of the Principal)**

- (1) The Principal appoints competent and credible External Independent Monitor for this Pact. Principal will appoint an Independent External Monitor (IEM), for the purpose of administration of this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.



**TENDER NO. IE/7-4/392**

- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offense under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offense or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

**Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the selected Bidder 3 years after the initial term of the contract i.e after the last payment under the respective contract, and for all other Bidders 12 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

**Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder is a partnership, this agreement must be signed by all partners.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

-----  
For the Principal  
AI Engineering Services Limited

-----  
For the Bidder/Contractor  
Chairperson/CEO

Place: Mumbai  
Date

Witness 1: .....

**ANNEXURE – F**

**RISK COVER DETAILS**

1. Insurance Cover
  - a. Product Liability
  - b. Grounding Liability
  - c. Hangar Keeper Liability
  - d. Premises Liability
  - e. Spares Liability
  - f. Working Party Liability
  
2. Liability Limit
  - a. Aviation Product Liability: USD 500,000,000 (USD 500 Million) any one occurrence and in aggregate.
  - b. Grounding Liability: USD 250,000,000 (USD 250 Million) any one grounding and in aggregate.
  - c. Aviation Premises (including Working Parties) Liability: USD 500,000,000 (USD 500 Million) any one occurrence and in aggregate.
  - d. Hangar keeper's Liability: USD 500,000,000 (USD 500 Million) any one Occurrence.
  - e. Physical Loss or Damage to Aviation spares and/or Equipment's: USD 2,000,000 (USD 2 Million) any one occurrence.
  - f. AV 52: USD 500,000,000 (USD 500 Million) any one Occurrence and in aggregate.
  
3. Deductible
  - a. Aircraft Damage: USD 25,000
  - b. Spare Damage: USD 10,000
  - c. Bench Testing:
    - i. Engine :USD 250,000
    - ii. APU : USD 50,000
    - iii. Component / Spare: USD 10,000



TENDER NO. IE/7-4/392

**ANNEXURE – G**

**AIESL DATA**

SN	Description		
1	Location of Premises and Brief Description	Hangar facilities at Delhi, Mumbai, Nagpur, Hyderabad, Trivandrum, Chennai, Kolkata. Line Maintenance at various airports in India. Engine overhaul shops at Mumbai, Delhi and Nagpur. Component Overhaul shops at Delhi, Mumbai, Kolkata, Hyderabad, Nagpur, APU shop Kolkata & Mumbai.	
2	Largest Aircraft Maintained	B777-300	
3	Number of employees working at the airports	4000	
4	Average value any one Aircraft Maintained	USD 65,500,000	
5	Maximum value any one aircraft	USD 192,000,000	
6	Average total value of aircraft in any one hangar	USD 94,200,000	
7	Maximum total value of aircraft in any one hangar:	USD 192,000,000	
8	The types of aircraft worked on	A319, A320-214, 320-NEO, A321, ATR-42, ATR-72, B737-800, B777-200, B777-300, B787-800 & any other A/C parked in hangars.	
9	Details of engine work	Complete Overhaul of engine is carried out at JEOC facility at Delhi, EOH facility at Mumbai and GE branded shop at Nagpur.	
10	Including types of engines worked on	V2500, CFM56-5B, CFM56-7B, PW4000-94, PW4000-100, GE 90-110 & GenX Engines.	
11	Hangar Locations	Station	No. Of Hangars
		Delhi	3
		Mumbai (OAP)	3
		Nagpur	2
		Trivandrum	2
		Hyderabad	1
		Kolkata	1
Chennai	1		
12	AIESL Estimated Turnover (2024-2025)	1800 Cr (INR)	

**Financial Bid**

S.No.	Description of service	Premium quarterly (USD)	Premium Annually (USD)
1	a. Product Liability b. Grounding Liability c. Hangar Keeper Liability d. Premises Liability e. Working Party Liability f. AV 52		
2	Spares Liability		
3	Taxes (Please mention all taxes)		
	Total costing		

- Taxes and other levies/Insurance charges shall be payable as per actual at applicable rates.
- Premium will be paid quarterly in INR.
- AIESL will make payment by converting the foreign exchange at the applicable BSR as published by State Bank of India at the respective dates of payment of premiums.

Signature of the Bidder

Date

Name:

Place:

Designation