

Office Address: General Manager -Engineering, EOH Division, Old Airport, Santacruz (East), Mumbai 400029. Tele: +91-22-26263479

TENDER NO. I.E./7-4/205 Date: 28th March 2023

Tender inviting quotations for "Aviation Insurance Policy for one year" to cover AIESL.

NAME & ADDRESS OF THE AGENCY/CONTRACTOR

M/s	• • • • • • • • • • •		•••••	• • • • • • • • • • • • • • • • • • • •
Phone :		••••••	• • • • • • • • • • • • • • • • • • • •	
Email :				

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



DECLARATIONS

AI Engineering Services Limited known as AIESL invites tender under two bid system i.e. technocommercial bid & financial bid for **Aviation Insurance Policies for one year**.

The information contained in this tender document or/and any information about the aforesaid subject matter provided subsequently to the applicants/bidders in any form by AIESL shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AIESL 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 applicant/bidder upon the statements contained in this tender document.

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

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

The bidder shall bear 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.



PROCEDURE FOR SUBMITTING OF TENDER

Envelope 1 – Techno-Commercial Bid

1. Documents related to Pre-qualification (All Annexures), tender documents duly signed.

Envelope 2 – Financial Bid

Mode and method for Submission of Bids:

The **price bid** needs to be submitted in a separate sealed envelope super scribing the enquiry reference number, Date, with the heading" <u>PRICE BID</u>" in capital letters along with Supplier's name in bold letters and addressed to the GM-Eng. EOH Division, Old Airport, Santacruz (East), Mumbai 400029.

- a. The bid envelopes shall be submitted along with other tender documents to the above address in person or by post / courier so as to reach on or before 12th April 2023, latest by **14:00 Hrs** (IST).
- b. Tender documents sent through post or courier shall be at the risk of the Bidder and AIESL shall not be responsible for any loss or non-receipt of the Tender documents.
- c. Tenders received after due date / time shall not be entertained / considered.
- d. Price Format Duly filled, signed and stamped with details of the Authorized Format to be given in the tender document.
- e. The required documents like PAN card copy, Copy of GSTN registration, valid certificate of registration for MSME units (if applicable), any other requisite documents of the manufacturer required for compliance of bid are to be attached while submitting your bid. (Therefore, bidders are required to make sure for having attached the required documents, failing which the bid may be rejected without intimation to the bidder).

Both Envelopes shall be properly sealed and super scribed as:

Envelope 1 – Techno-Commercial Bid in Capital Letters

Envelope 2 - Financial Bid in Capital Letters

Envelope 3 – Master envelope (for Cover 1 and Cover 2): Both the Covers 1 & 2 should further be put in a Master envelope, sealed and super scribed -"Tender for Procurement of Aviation Insurance Policies for 2023-24". The name of the Bidder, mailing address, contact no, e-mail-id should also be mentioned on the Master Envelope. The same should be addressed and submitted as per following address and time schedule.



Sub: Procurement of AIESL's Aviation Insurance Policies for 2023-24

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.

Our 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. Our 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. Our Base Maintenance Services cover all checkup and including Phase Checks,"D"/"C" Check & defect rectification.

AI Engineering Services Ltd. (including its subsidiaries and affiliated companies) intends to take Aviation Insurance Policies (comprising of Technical and Financial Bids) from IRDAI Licensed Insurance company operating in India for the financial year 2022-2023 through two bid system. We invite Technical and Financial Bids in sealed envelope from Indian Insurance Companies duly registered with IRDA.

NOTICE INVITING TENDER

E-Tenders are invited for "Procurement of Aviation Insurance Policy of AI Engineering Services Ltd for the period 2nd May 2023 to 1st May 2024".

Tender (Part I and II) will be available from 29th March 2023 to 12th April 2024 at AIESL website. "*https://aiesl.in/Tender.aspx*"

Clarifications, if any, required may be obtained from Mr. Paresh Khamitkar. E-mail: paresh.khamitkar@aiesl.in



Tender schedule and details:

Tender No.	IE/7-4/205
Date of publishing Advertisement in Newspaper	30 th March 2023
Website upload date	29 th March 2023
Pre-bid meeting	4 th April 2023 at 14:30
Bid open date	29 th March 2023
Bid close date	12 th April 2023 at 14:00
Date of opening Part-I (techno- commercial bid)	12 th April 2023 at 14:30
,	Will be intimated to qualified bidder separately.



TECHNICAL REQUIREMENT

Companies are required to submit their bids individually on stand-alone basis. Consortium is not allowed.

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.

In addition to the above, bidding insurance company are also required to furnish additional information as under: -

- 1. Additional services / resources, if any it intends to deploy for the servicing of these policies.
- 2. Details of offices located in India and abroad.
- 3. Confirm that claims review meeting will be held once a month in the office of AI Engineering Services Ltd (AIESL).
- 4. 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.



INSTRUCTIONS FOR TENDERING

- 1. Before tendering, the Tenderers are requested to carefully examine the Tender Documents, Terms & Conditions of Assignment, Specifications and if there should be or appear to be any ambiguity there in, they should immediately refer the matter to AIESL for clarification.
- 2. (i) The Tenderer shall complete the annexed form of Tender and information called for therein, and shall sign with date on each of the documents. The Tenderer shall initial each page of the Tender Document.
 - (ii) The Tender shall contain a name with designation, an address, Tel. No. and Fax No. for serving notices required to be served to the Tenderer in connection with the Tender.
- (iii) Tenders should be submitted in a sealed envelope clearly indicating on top of the envelope **"Tender no. I.E./7-4/205 for Procurement of Aviation Insurance Policies for 2023-24.**
- 3. The Tender shall accompany the document proofs for qualifying requirements. Documents not required as part of the Tender should not be provided.
- 4. 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 Tenderers having right to object to such reissue. AIESL also reserves the right to extend the validity period of the Tender.
- 5. Tenders received by fax / e-mail will not be considered.
- 6. For any clarifications on Work specifications, the tenderer may contact Mr. Paresh Khamitkar at e-mail paresh.khamitkar@aiesl.in

PROPOSAL REQUIREMENT

You may note that for the Procurement of Aviation Insurance, a two- stage bidding process will be followed. The response to the present Tender will be submitted in two parts, i.e., the Technical Bid and the Financial Bid. The 'Technical Bid' will contain the exhaustive and comprehensive Technical details as indicated in Annexure B and Annexure C, and Financial Bid will contain the Pricing information. <u>The Technical Bid shall NOT contain any pricing or commercial information</u> and if the Technical Bid contains any price related information, the bid would be disqualified and NOT processed further.



Sr.no.	Particulars	Annexure
1	Pre-qualification criteria	A
2	Format of response	В
3.	Technical criteria	C
4	Undertaking	D
5.	Authorisation for Bid opening	E
6.	Integrity Pact	F
7.	Authorisation for Pre-bid meeting	G
8.	Risk Cover details	Н
9.	AIESL Data	Ι
10.	Description and Cost of Services of Bidder	J

TABLEOF CONTENTS

SUBMISSION OF THE BID:

Bid is to be submitted in a sealed/ closed Envelope. The Envelope is to be superscribed with **'Technical Bid for Procurement of Aviation Insurance Policies for 2023-24 for Tender No. IE/7-4/205 due on 12th April 2023 upto 1400 hrs IST. Tender details such as Party's name, address and Tel. no. should be mentioned on the envelope and must contain response to all the Technical Bid requirements.**

The conditions are specified in **Annexures B & C.** Compliance to these conditions is required. The bid shall be duly signed and stamped by an authorized signatory of your Company.

The sealed bid should be submitted on or before 12th April 2023. upto 14:00 hrs. to the following address: AIESL Finance, 2th Floor, Engineering Headquarters, AI Engineering Services Limited, Old Airport, Santa Cruz East, Mumbai, 400029.

PRE-BID MEETING

Interested bidders who desire to attend the pre-bid meeting shall communicate the names of their representative by email to <u>paresh.khamitkar@aiesl.in</u> two days before the pre-bid meet scheduled date 4th April 2023 at 14:30 Hrs to make necessary arrangements for entry passes. 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 gain entry into Old Airport, Santa Cruz, Mumbai premises.

OPENING OF BID

The Technical bid will be opened on 12th April 2023, at 14:30 Hrs (IST) on the Floor, 4th Floor, Engineering Headquarters, AI Engineering Services Limited, Old Airport, Santa Cruz East, Mumbai,



400029 and the same would be taken up for technical evaluation of the responses received by AIESL.

The Bidding insurance companies, authorized officials as representatives, would be permitted to attend the opening of the tenders. Only two representatives from each bidding company will be permitted to attend. The representatives must carry a letter of authority from the authorized signatory of the bidder (Annexure E), or any other valid document, authorizing them to attend the tender opening, failing which they will not be permitted to participate in this process. The name(s) of the representative(s) may also preferably be directly sent to AIESL in advance of the date of opening of the tenders. 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 (*https://aiesl.in/Tender.aspx*).

EVALUATION CRITERIA

Part A- Technical Bid

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 tenderer, in addition to the documents indicated in the Tender, as it may consider necessary for the purpose of evaluation of the bid.

ii) Part B- Financial Bid

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 overall lowest bidder ("L1") party shall be decided on the **total yearly premium outgo** to the company. 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 date of payment of premium.



TERMS & CONDITIONS

1. <u>General terms</u>

- 1.1 Tenders received after the closing date & time will not be considered.
- 1.2 The Bid should be presented in neat and legible manner. Corrections, if any, should be duly authenticated with full signature of the person who has signed the Bid, failing which such Bid is liable to be rejected.
- 1.3 Amendments and clarifications, if any, to this tender, will be hosted on the website of AIESL at <u>www.aiesl.in</u>. The tenderers are, therefore, advised to visit the websites regularly till the date of closing of the tender. The last amendment, if any, will be hosted a minimum of Three days before the closing date of the tender.

2. Evaluation

a. Evaluation of Technical Bid

Technical bid would be evaluated based on the response to our pre-decided minimum qualification criteria Annexure C.

Bidders who meet AIESL's Technical evaluation criteria would be shortlisted and informed regarding the opening of the Financial.

b. Evaluation of Financial Bid

The overall lowest bidder ("L1") party shall be decided on the **total yearly premium outgo** to the company. 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 date of payment of premium.

3. **Price negotiation**

As it is not the general norm for AIESL to carry out price negotiations following evaluation of the Commercial Bids, the bidders are advised to submit their best quotes in response to tender. AIESL however, reserves the right to carry out negotiations in exceptional cases with the bidder.



4. Validity of Prices

- 4.1 Quotations should be valid from the submission of price bid till the validity / expiry of the policies.
- 4.2 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.

5. <u>Documentation</u>

All relevant documents required are to be submitted by the successful bidder at their own cost in hardcopy as well as Softcopy (CD or Pendrive).

6. <u>Validity of the contract</u>

Selected party at discretion of AIESL will enter into a contract for one (1) year, with an option to renew the policy for a further period of 01/02 years on same terms and conditions as mentioned in the Tender herein.

7. Rejection of Bid

Notwithstanding anything mentioned to the contrary, the Bid is liable to be rejected forthwith, i.e., without being evaluated, on the following grounds:

7.1 If the Tender Bid has not been signed by the authorized signatory of the applicant/bidder.

7.2 If the Tender Bid has not been received in a SEALED condition, duly deposited in the tender box at the address location specified herein under,

7.3 If the Tender Bid has been received after the closing date / time of the Tender.

7.4 If the bidder has not responded in the affirmative for each/all the Technical requirements specified at Annexure-B.

7.5 If the Bid has been received without the signed Integrity Pact document.

7.6 If any conditional Bid is received by AIESL.

8. Agreement

The agreement shall be valid for a period of One (1) year from the date of signing the Contract extendable for a further period of 01/02 years at the discretion of AIESL.



9. Integrity Pact

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

10. Indemnity

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.

<u>11.</u> Arbitration

Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document, or the validity or breach thereof, shall first be settled by mutual consultation. 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.

<u>12.</u> Governing laws and Jurisdiction

This document 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.

<u>13.</u> Intention to quote

The tenderers are requested to confirm their intention to quote / regret by email to Mr. Paresh Khamitkar at e-mail paresh.khamitkar@aiesl.in.

In case of quotations forwarded by courier, the related despatch details may be intimated by email to Mr. Paresh Khamitkar at e-mail paresh.khamitkar@aiesl.in.

Thanking you,

Yours faithfully, For AI Engineering Services Ltd.

Encl: as above



<u>Annexure – A</u>

PRE-QUALIFICATION CRITERIA

- 1. Bids of the tenderers 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



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*. Also, AIESL reserves the right to renew the policy for a further period of 01 / 02 years (one / two years) on same terms and conditions of this tender.

- 6. In case of any misrepresentation of information, 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.
- 8. 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. Also, AIESL reserves the right to renew the policy for further period of 01/02 years (one/two) years on same agreed terms and conditions of this tender.
- 9. Bidding insurance company are requested to note that, the qualifying insurance companies after submission of their price bid will not be permitted to change the quoted price even if there is/are major events in the world.
- 10. 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 Applicants/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. Only those bidders who qualify in theTechnical evaluation will be asked to submit their Commercial bids:

Sr. no.	Condition	Compliance Yes/ No
1	Latest copy of Return showing among other things Solvency Ratio, Operating performance, filed with IRDA for your company.	Yes/No
2	Copies of printed Audited Annual Report for 2021-22 and 2020-21 of the stand-alone bidder) is/are attached herewith at Annexure	Yes/No
3	We are attaching at Annexurean 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 IRDA 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 enjoys a minimum of 'A' rating by a renowned Credit Rating Agency for the last 3 years and a further confirmation that signed slips will be submitted along with financial bid clearly indicating terms and conditions.	Yes/No



8 We confirm that as a bidding insurance company will be able to place 100% of the Insurance risk. of which at least 85% (including GIC's mandatory share as per IRDA order /notification) would be in the International market 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 incident irrespective of receiving the contribution from the re-insurance market. 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 12 We as stand-alone bidder confirm that the price quoted by our company will be valid after the mandate is awarded and the risk is placed and till the validity / expiry of the policies. Yes/No	7	We confirm that as a bidding insurance company would appoint an	Yes/No
place 100% of the Insurance risk. of which at least 85% (including GIC's mandatory share as per IRDA order /notification) would be in the International market9We 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 AnnexureYes/No10We 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 incident irrespective of receiving the contribution from the re-insurance market.Yes/No11We 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/No12We as stand-alone bidder confirm that the price quoted by our company will be valid after the mandate is awarded and the risk is placed and till the validity / expiry of the policies.Yes/No		IRDA certified insurance broker having valid licence.	
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 AnnexureYes/No10We 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 incident irrespective of receiving the contribution from the re-insurance market.Yes/No11We 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/No12We as stand-alone bidder confirm that the price quoted by our company will be valid after the mandate is awarded and the risk is placed and till the validity / expiry of the policies.Yes/No	8	place 100% of the Insurance risk. of which at least 85% (including GIC's mandatory share as per IRDA order /notification) would be in	Yes/No
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	12	company will be valid after the mandate is awarded and the risk is	Yes/No
13 Type of Company (PSU/Non-PSU)	13	Type of Company (PSU/Non-PSU)	

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

Name: _____

Designation:	

Company Name: _____



Email Id: _____

Tel No: _____

Fax No: _____

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ANNEXURE – C

		AVIATION LIABILITY	INSURA	ANCE POLICY 2023-24
в.	S R	C R I T E R I A/ P AR T I C U L A R S Financial Strength: (a) Net Worth	UNIT Rs. Cr.	BASIS OF EVALUATION
		(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	%	
		(I) Gross Aviation Premium	Rs. Cr.	



10	(a) Solvency Ratio	%	
	(b) Credit Rating	Cos.	



_	AVIATION LIABILIT	Y INSURANC	E POLIC	IE 2023-24	<u>1</u>			_	_				PAGE 2
S RN O	CRITERIA /PARTICULARS	UNIT			RANGE			Points	NAME O	F INSUR	ANCE C	OMPANI	E S
	Financial Strength:												
1	(a) Net Worth	Rs. Cr.	<u>1001-2000</u> 6	<u>2001-3000</u> 7	<u>3001-4000</u> 8	<u>4001-5000</u> 9	<u>5001 & abs</u> 10	10					
	(b) Profit Before Tax as a % of Net Premium	Rs. Cr.	<u>0.01% - 5%</u> 2	<u>5.1% - 10%</u> 3	<u>10.1% - 15%</u> 4	<u>15.1% -20%</u> 5	<u>20.1% & abs</u> 6	6					
	(c) Investments	Rs. Cr.	<u>5001-1000</u> 6	<u>10001-15000</u> 7	<u>15001-20000</u> 8	<u>20001-25000</u> 9	<u>25000 abs</u> 10	10					
	(d) Quick Assets (Cash & Bank balances)	Rs. Cr.	<u>1001-3000</u> 6	<u>3001-5000</u> 7	<u>5001-7000</u> 8	<u>7001-9000</u> 9	<u>9001 &above</u> 10	10					
	(e) Total Annual Gross Direct Premium	Rs. Cr.	<u>5001-7000</u> 2	<u>7001-9000</u> 3	<u>9001-11000</u> 4	<u>11001-13000</u> 5	<u>13001 & abs</u> 6	6					
	(f) Net Premium	Rs. Cr.	<u>2501-5000</u> 2	<u>5001-7500</u> 3	<u>7501-10000</u> 4	<u>10001-12500</u> 5	<u>12501 & abs</u> 6	6					
	(g) Market Share	%	<u>0.01% - 2.5%</u> 2	<u>2.51%-5%</u> 3	<u>5.1%-7.5%</u> 4	<u>7.51%-10%</u> 5	<u>10.1% & abs</u> 6	6					
	(h)Net Retention Capacityfor	%	<u>More than 10</u> <u>MLN up to</u> <u>20 Man</u>	MLN up to 30 Man	MLN up to 40 Man	<u>More than 40</u> <u>MLN up to 50</u> <u>Man</u>	More than USD 50mln & abs	6					
	Aviation Liability		2	3	4	5	6						
	(I) Gross Aviation Premium	Rs. Cr.	<u>100.1 - 200</u> 6	<u>200.1 - 300</u> 7	<u>300.1 - 400</u> 8	<u>400.1 - 500</u> 9	<u>500.1 & abs</u> 10	10					
2	(a) Solvency Ratio	%	<u>1.50% - 2.00%</u> 6	<u>2.01% - 2.50%</u> 7	<u>2.51% -3.00%</u> 8	<u>3.01% -3.50%</u> 9	<u>3.51% & Abs</u> 10	10					



		(b) Credit Rating	Cos.	ANY <u>OTHER</u> 1	< A <u>Domestic</u> 2	< A International 3	> A <u>Domestic</u> 4	> A International 5	5			
В.	1	<u>GENERAL</u> Experience of dealing with Hangar keeper / Airport Operators Liability / Manufacturing Insurance as Lead / Primary Insurer for more than 5 Years of Indian domiciled risk							5			
Γ	2	PSU Insurance companies							10			
Γ		Page Total							100			
		G R AN N D T O T AN L							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 the Next stage of bidding.

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.



<u>ANNEXURE – D</u>

UNDERTAKING CERTIFICATE (ON COMPANY'S LETTER HEAD)

To,

GM-Engg, Engineering Headquarters, 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 2023-24 of AIESL and agree to abide by the same unconditionally.

AUTHORISED SIGNATORY



<u>ANNEXURE – E</u>

AUTHORIZATION LETTER FOR ATTENDING BID OPENING

To,

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

Dear Sir,

Sub: Authorization for attending opening of TECHNICAL BID

On Tender Date:	Closing Date:
Opening Date:	Time:

The following person(s) is/are hereby authorized to attend Technical/ Commercial Bid opening of subject tender.

S.No.	Name	E-Mail	Contact No	Signature		

Signature:

Authorized Signatory's Name:.....

Company Name:

NOTE:

- 1. Permission for entry to the Hall where bids are opened may be refused in case authorization as prescribed above is not received.
- 2. The authorized representatives, in their own, interest, must reach venue of bid opening well in time.
- 3. The authorized representatives must carry a valid photo identity.
- 4. Separate authorization letters would be required for Technical and Commercial Bid opening.



Annexure - F

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 2023-24. 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 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.

<u>Section 2 – Commitments of the Bidder</u>

- (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.



Section 3-Disgualification 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.

<u>Section 4 – Compensation for Damages</u>

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 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.

<u>Section 5 – Previous Transgression</u>

- (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 approch 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.

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

(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 Contractors 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 nonbinding 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.
- (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.

<u>Section 10 – Other provisions</u>

- (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

Witness 1:

Date



ANNEXURE – G

AUTHORIZATION LETTER FOR ATTENDING PRE-BID MEETING

To,

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

Dear Sir,

Sub: Authorization for attending Pre-bid meeting

Tender No.:

Due Date:

Pre-bid meeting Date : Time :

The following person(s) is/are hereby authorized to attend Pre-bid meeting of subject tender.

S.No.	Name	E.Mail	Contact No	Signature

Signature:

Authorized Signatory's Name:.....

Company Name:

NOTE:

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



<u>ANNEXURE – H</u>

RISK COVER DETAILS

1. Insurance Cover

- a. Product Liability
- b. Hangar Keeper Liability
- c. Premises Liability
- d. Spares Liability
- e. 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.

3. Deductible

a. Aircraft D	amage: USD 25,000
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- b. Spare Damage: USD 10,000
- c. Engine Testing: USD 250,000



<u>ANNEXURE – I</u>

AIESL DATA

SN	AIESLDA	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 Calcutta & Mumbai.	
2	Largest Aircraft Maintained	B777-300	
3	Number of employees working at the airport	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.	
		Station No. Of Hangars	
		Delhi 3	
	Hangar Locations	Mumbai (NEC) 2	
		Mumbai (OAP) 3	
11		Nagpur 2	
		Trivandrum 2	
		Hyderabad 1	
		Kolkata 1	
		Chennai 1	
12	AIESL Estimated Turnover (2022-2023)	1800 Cr (INR)	



Financial Bid

S.No.	Description of service	Premium quarterly (USD)	Premium Annually (USD)
1	a. Product Liabilityb. Hangar Keeper Liabilityc. Premises Liabilityd. Working Party Liability		
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 date of payment of premium.

Signature of the Bidder

Date

Name:

Place:

Designation