

Office Address:
General Manager - Engineering,
EOH Division,
Old Airport,
Santacruz (East),
Mumbai 400029.

Tele: +91-22-26263479

**TENDER NO. I.E./7-4/232** 

**Date: 8<sup>th</sup> May 2023** 

 $\label{thm:cover} Tender\ inviting\ quotations\ for\ "Non-Aviation\ Insurance\ Policy\ for\ one\ year"\ to\ cover\ AIESL.$ 

NAME & ADDRESS OF THE AGE 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 **Non-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.

## AL EXCHANGE SERVICES HAUTED

#### **TENDER NO. IE/7-4/232**

#### PROCEDURE FOR SUBMITTING OF TENDER

#### **Envelope 1 – Techno-Commercial Bid**

1. Documents related to Pre-qualification (All Annexures), tender documents duly signed in Hard Copy as well as Soft Copy.

#### **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. **Kindly Note: Do not include price bid in Soft Copy.** 

- 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 26<sup>th</sup> May 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 Non-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 Non-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.

AI Engineering Services Ltd. (including its subsidiaries and affiliated companies) intends to take Non-Aviation Insurance Policies (comprising of Technical and Financial Bids) from IRDAI Licensed Insurance company operating in India for the financial year 2023-2024 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 Non-Aviation Insurance Policy of AI Engineering Services Ltd for the period 1<sup>st</sup> June 2023 to 31<sup>st</sup> May 2024".

Tender (Part I and II) will be available from 12<sup>th</sup> May 2023 to 26<sup>th</sup> May 2023 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:

#### **Important Information**

Tender Ref. No	IE/7-4/232
Place of submission of Bid	Tender Box kept at Air India Gate No 1, Old Airport, Santacruz (East), Mumbai 400029
Pre-bid Meeting	15 <sup>th</sup> May 2023 14:30 Hrs
Bid closing Date	26 <sup>th</sup> May 2023 14:00 Hrs
Time of Opening Technical Bid Proposal	26 <sup>th</sup> May 2023 14:30 Hrs
Time of opening of Financial Bid	Will be intimated to qualified bidders separately.
Validity of Proposal	180 days from the Last Date of submission of Proposal
Earnest Money Deposit (EMD)	NIL
Address of Communication	General Manager -Engineering, EOH Division, Old Airport, Santacruz (East), Mumbai 400029. Tele: +91-22-26263479

The Tender Proposal (technical bid) will be opened in presence of Bidders. The Bidder's representative must carry a letter of authority on the Bidder's letter-head from the authorized signatory of the Bidder, failing which they will not be permitted to participate in the Pre-Bid Meeting and Tender opening process.

# ALESS LIMITED

#### **TENDER NO. IE/7-4/232**

#### TECHNICAL REQUIREMENT

Companies are required to submit their bids individually on stand-alone basis.

#### Types of policies: As per Annexure H

- 1. Fire Policy for Buildings including contents, Assets & Equipment
- 2. Motor Policy:
  - a. Registered Vehicles -Comprehensive risks
  - b. Ramp Equipment Including Third Party Liability
  - c. Ramp Equipment Excluding Third Party Liability
- 3. Fire and Engineering Policy.
- 4. Workmen Compensation Policy.
- 5. Directors and Officers.
- 6. Terrorism Property Cover.
- 7. Corporate Frequent Flier Overseas Mediclaim Policy
- 8. Personal Accident and Other Group Employee Benefits including medical addon.
- 9. Marine Policy for MMD Store items.

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./7-4/232 for Procurement of Non-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 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 Non-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. The Technical Bid shall NOT contain any pricing or commercial information and if the Technical Bid contains any price related information, the bid would be disqualified and NOT processed further.



#### **TABLEOF CONTENTS**

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

#### **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 Non-Aviation Insurance Policies for 2023-24 for Tender No. IE/7-4/232 due on 26<sup>th</sup> May 2023 upto 14:00 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 are mandatory in nature. All pages of the bid are required to be duly signed and stamped by authorized signatory of your Company.

The sealed bid should be submitted on or before 26<sup>th</sup> May 2023 upto 14:00 hrs. to the following address: GM-Engg (EOH), 4<sup>th</sup> 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 are required to communicate the names of their representative by email to <u>paresh.khamitkar@aiesl.in</u> two days before the pre-bid meet scheduled date 15<sup>th</sup> May 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 26<sup>th</sup> May 2032, at 14:30 Hrs (IST) on the Floor, 4<sup>th</sup> 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 lowest evaluated financial bid amongst the technically qualified bidder would be awarded to the insurance contract.



#### **TERMS & CONDITIONS**

#### 1. General terms

- 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 <a href="www.aiesl.in">www.aiesl.in</a>. 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

- a. The financial quote / details should be mentioned for each policy separately in the financial bid format duly signed in the financial bid format at Annexure-J.
- b. The insurance premium amount and rates quoted separately, should be net of No Claim Bonus / Discount with such NCB and Discounts to be separately indicated.
- c. The evaluation of financial quote would be on the segment / policy wise basis as mentioned in **Annexure J**.
- d. The lowest evaluated financial bid amongst the technically qualified bidder would be awarded to the insurance contract



#### 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. Rates, Taxes and Term

- 5.1 The Insurance premium rates and the premium amounts be quoted separately for each type of policy as per the attached Financial bid format. The rates and amounts should be net of "No Claim Bonus (NCB)" and Discount, both to be indicated separately alongwith the base rates.
- 5.2 Applicable GST with %, should be spelt out clearly and quoted separately and not to be included in the premium at (a) above.
- 5.3 No expenditure or taxes other than those quoted in response to this Tender and accepted by AIESL on award of this contract will be paid. Additional services and resources, if any, deployed for the issuing and servicing of these policies would be entirely at the cost of Insurers.
- 5.4 All premium rates and total premium quoted by the bidders will be on firm price basis and shall remain valid for a period of 180 days from the last date of the submission of Bid.
- 5.5 You are requested to quote separately for each policy for 2023-24 (1<sup>st</sup> June 2023 to 31<sup>st</sup> May 2024) based on the types of policies and required exposures attached in Annexure 'A'.
- 5.6 Selected party at discretion of AIESL. will enter into a contract for one year, with an option to renew the policy for a further period of 01/02 years by mutually agreed terms and conditions.
- 5.7 Assets to be covered would be in the books of AIESL.



5.8 In respect of Marine Policy the premium paid will be adjusted on pro-rata basis from the next premium invoice for any increase or decrease in the value of the goods for which transit insurance is actually used during the period.

#### 6 Risks and General terms

- 6.1 All the policies should cover Terrorism risk, Earthquake, Fire and Shock risks among other basic risks. Deductible limits as applicable for nature of assets covered under all the policies be indicated clearly and unconditionally not to exceed the deductible limits as per IRDA Rules/Regulations.
- 6.2 The quotes should be for complete and comprehensive coverage indicating clearly each of the exclusions, if any, with regard to items and / or risks with explanation/reasons for such exclusion.
- 6.3 All the terms and conditions of the existing insurance policies under various heads, should be adhered to by the insurance company and all the perils should be covered as mentioned in the existing policies.
- 6.4 If required by the bidder copy of the existing insurance policies are available and same can be inspected by the authorized representative of bidder at our office on any working days before the last date of submission of bids of the tender. If required the copies will be given against written request (no such request will be entertained later than 10 days before the last date of last date of bid submission) without disclosing the premium or any financial terms.
- 6.5 Insurer may carry out inspections at sites all across India at their own cost, if so desired for this purpose after tying up with the concerned offices of AIESL. No such request will be entertained later than 7 days before the last date of last date of bid submission.
- 6.6 A Certificate cum Undertaking as per Annexure 'D' should be given (to be submitted with the technical bid) by the CEO/CMD of Insurance companies confirming that they have not breached any IRDA Regulations in last 5 years and they will settle all claims irrespective of any reasons including such as short premium collected as per the IRDA rules and regulations.

#### 7 **Payment of Premium and Policies:**

- 7.1 The premium quoted for 2023-24 (1<sup>st</sup> June 2023 to 31<sup>st</sup> May 2024) insurance period will be paid annually.
- 7.2 The Held Cover note for 2023-24 shall be issued by the insurer to AIESL within 2 working days from the date of written Mandate given. The insurance policies of



all the individual assets for different types of required risks/covers should also be issued within 10 working days from the date of Mandate. The value date for the premium payable to the selected bidder will be on or before 31.05.2023, against a detailed invoice to be provided at least 2 business days before the due date. The coverage of risk for all the policies for 2023-24 will be effective from 01.06.2023.

- 7.3 The selected Insurance company is required to provide two sets of all policies including that of registered Vehicle Motor Policies and three copies of policies for Ramp Equipment. Such hard copies need to be delivered physically before the above stipulated timelines to the designated address as advised by AIESL.
- 7.4 Softcopies of the Insurance policies/Cover notes be provided and/or online facility given to AIESL to have online access to such policies/cover notes.
- 7.5 The policies issued should reflect the name of the insured as "AI Engineering Services Limited.

#### 8 Additions/Deletions and Adjustment

- 8.1 All additions during the policy period shall be covered at the rates quoted and as agreed between the Insurers and AIESL at the time of inception of insurance policy and the premium shall be paid on the pro-rata basis for the remaining period of insurance cover till next renewal except where it is mandatorily required to be paid at different rates as per law or as per IRDA Regulations for which written specific justifications with supporting IRDA document/regulation copy to be provided with the invoice (s) for such pro-rated premium.
- 8.2 Refund on pro-rata basis of the premium paid along with the applicable GST, collected should be refunded to AIESL from the date an asset/risk/cover is advised by AIESL to be deleted from the insurance cover due to such asset being disposed off or discarded or declared by AIESL as unserviceable during the policy period or for any other reason the insured wants to cancel the policy for a particular asset excluding the statutory payments as per IRDA regulation

#### 9 Claims Administration and Settlement

9.1 The insurers would have to extend their Cashless facility towards repair/restoration of damaged asset to AIESL. In respect of high value claims of single incident of more than Rs. 1 crore and where there is no cash less facility or the amount has to be payable to AIESL as total or partial loss, the insurer will pay 25% of the claim amount within 15 days of receipt of claims from AIESL with the claim documents. The insurer should verify and/or appoint a surveyor if



required within 2 working days and should assess the claim within 4 working days.

- 9.2 All the claims must be settled within 30 days from the date of submission of all the documents by AIESL.
- 9.3 Claims review meetings shall be held quarterly (once in about 3 months) with the selected insurers with the closure annual meeting held (earlier than 3 weeks before the expiry date of 2023-24 period) for all the claims processed and pending.
- 9.4 Bidding Insurers preferably should have their offices in Mumbai, Delhi, Chennai, Kolkata, Nagpur and Hyderabad and provide local branch addresses and full functional contact details and commit to provide, upon being selected, complete services from these offices to AIESL's regional offices or should make alternate arrangement to service the policies at such stations. Such services would include lodgment of claims, processing and final settlement in consultation with the local regional officials under intimation of the Insurance Section, Finance Department, AIESL, Mumbai.

#### 10 Placement of Policies

Based on the policy-wise lowest evaluated premium outgo, AIESL reserves the right to place the aforesaid policies in part or in full with one or more insurance companies subject to one type of policy in full with all risks pertaining to that policy will be placed with one insurer only. We reserve the right to renew the policies for a further period of 01/02 (one year at a time as per the present tender) on the agreed terms and conditions

#### 11 Documentation

All relevant documents required are to be submitted by the successful bidder at their own cost.

#### 12. Validity of the contract

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.

#### 13. 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:



- 13.1 If the Tender Bid has not been signed by the authorized signatory of the applicant/bidder on every page.
- 13.2 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,
- 13.3 If the Tender Bid has been received after the closing date / time of the Tender.
- 13.4 If the bidder has not responded in the affirmative for each/all the Technical requirements specified at Annexure-B.
- 13.5 If the Bid has been received without the signed Integrity Pact document.
- 13.6 If any conditional Bid is received by AIESL.

#### 14. 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.

#### 15. 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.

#### 16. **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.

#### 17. Arbitration

Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of the agreement, 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.



#### 18. 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.

#### 19. <u>Intention to quote</u>

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

### Alest

#### **TENDER NO. IE/7-4/232**

#### Annexure – A

#### 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 with **Solvency ratio of 1.5%** and obtaining **minimum 55 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. (The criteria of Solvency ratio would not apply to Public Sector General Insurance Company as per Ministry of Finance Office Memorandum EG-14017/64/2020-Insll)
- 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 terms of number of years, aviation portfolio and the like and its experience in handling large aviation and non-aviation losses.
- Company's clientele as a leader in aviation and other large non-aviation risks. Please provide details.
- The expertise of current team in handling 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 Non-Aviation Insurance policies, viz.
  - a. Fire Policy for Buildings including contents, Assets & Equipment
  - b. Motor Policy:
    - i. Registered Vehicles -Comprehensive risks
    - ii. Ramp Equipment Including Third Party Liability
    - iii. Ramp Equipment Excluding Third Party Liability
  - c. Fire + Engineering Policy for Assets including Buildings & Equipment
  - d. Workmen Compensation Policy.
  - e. Directors and Officers.



- f. Terrorism Property Cover.
- g. Corporate Frequent Flier Overseas Mediclaim Policy
- h. Personal Accident and Other Group Employee Benefits including medical add-on.
- i. Marine Policy for MMD Store items.

with one or more insurance companies. The lowest bidder (L1) will be determined on the lowest yearly premium charged to 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 bidder have 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 the Technical 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 and all consortium partners (Copy attached)	Yes/No					
2	Copies of printed Audited Annual Report for FY 2021-22 is/are attached herewith at Annexure						
3	We are attaching at Annexurean undertaking signed by CMD/CEO/CFO of the our 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 and all consortium partners (if any) with AIESL is attached.	Yes/No					
12	We as stand-alone bidder and all consortium partners (if any) confirm that the price quoted by our company / consortium will be valid after the mandate is awarded and the risk is placed and till the validity / expiry of the policies.	Yes/No					
13	Type of Company (PSU/Non-PSU)						



Note: Providing any false/unsubstantiat would disqualify the tenderer from further Signature:	ed information for any of the above parameters consideration/evaluation of their Bid.
Name:	
Designation:	
Company Name:	
Email Id:	
Tel No:	
Fax No:	



### AI ENGINEERING SERVICES LIMITED NON-AVIATION INSURANCE RENEWAL 2023 - 2024

TECHNICAL Criteria for

PARAMETERS: assigning marks

S R N O	CRITERIA / PARTICULA RS	SOUR CE OF DATA	TOT AL MAR KS	U N I T		R A	N		
							1		
1	Investments	Annual Audit Report 2021- 2022	20	Rs. Cr.	751 - 1000	1001 - 3000	3001 - 5000	5001 - 10000	10001 & abv
		2022				· <del>-</del>			
2	Quick Assets	Annual Audit Report 2021-	15	Rs. Cr.	<u>251 -</u> <u>500</u>	<u>501 -</u> <u>750</u>	<u>751 -</u> <u>1000</u>	<u>1001 -</u> <u>1250</u>	<u>1251 -</u> <u>1500</u>
	balances )	2022			9	11	12	14	15
3	Total Assets ( Other than investments & quick assets )	Annual Audit Report 2021- 2022	15	Rs. Cr.	51 - 250 9	251 - 750	751 - 2000	2001 - 3500	3501 & abv
4	Gross Direct Premium	Annual Audit Report 2021- 2022	20	Rs. Cr.	501 - 1500	1500 3000		5001 - 7500 18	7501 & abv
5	Profit Before Tax / Net Premium	Annual Audit Report 2021- 2022	15	Rs. Cr.	0.01% - 5% 9	5.1% - 10%	10.1% - 15%	15.1% -20% 14	20.1% & abv



6	Market Share	IRDA/An nual Audit Report 2021- 2022	15	%	0.01% - 2.5%	2.51%- 5%	5.1%- 7.5%	7.51%- 10%	10.1% & abv
	GRAND TO		100						

The participating Insurance Companies may please note that while evaluating AI Engineering Services Ltd may also consider the latest Financial Reports of the company duly signed by its CEO



#### ANNEXURE - C

SR.NO.	PARTCULARS	SOURCE OF DATA	UNIT	F. Y 2021-22	Page No of supporting document
1	SOLVENCY RATIO	IRDA	%		
2	INVESTMENTS	ANNUAL REPORTS	Rs. in crores		
3	QUICK ASSTS ( Cash and Bank Balances )	ANNUAL REPORTS	Rs. in crores		
4	TOTAL ASSETS ( Other than investments and quick assets )	ANNUAL REPORTS	Rs. in crores		
5	GROSS DIRECT PREMIUM	ANNUAL REPORTS	Rs. in crores		
6	PROFIT BEFORE TAX / NET PREMIUM	ANNUAL REPORTS	%		
7	MARKET SHARE	IRDA	%		

Bidders are requested to provide supporting documents for Technical Bid in Hard copy and Soft Copy (Do not add financial bid in soft copy).



#### <u>UNDERTAKING CERTIFICATE</u> (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**

_	_
	().
-	,

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

Dear Sir,

•	Y 1	A 41			•	4.4		•	·		$\sim$ TTN	T T 🖊	<b>Y A T</b>	$\mathbf{n}$
•	·II h	A 11f	hari	けつのもしん	n tar	· attan <i>t</i>	11na	ananina	Λt			] [ [		KIII
Ι.	71117.	~ III	,.	7.41.10	<i>,</i> ,	4115111	11112	UNCHIE	.,,	1 1 1			. —	
_								opening	-					

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 N	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.



#### INTEGRITY PACT

Annexure - F

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

#### **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.

#### <u>Section 1 – Commitments of the Principal</u>

Between

- (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.



#### **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.

#### 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 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.

### <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 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.
- (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	For the Bidder/Contractor
AI Engineering Services Limited	Chairperson/CEO
Place: Mumbai	Witness 1:
Date	



#### ANNEXURE – G

#### <u>AUTHORIZATION LETTER FOR ATTENDING PRE-BID MEETING</u>

To,

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

Dear Sir,

S No	Name	E Mail	Contact No	Signature	
The following person(s) is/are hereby authorized to attend Pre-bid meeting of subject tender.					
Pre-bid meeting Da	nte:	Time:			
Tender No.:	D	ue Date:			
Sub: Authorization for attending Pre-bid meeting					

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.



#### **SCHEDULE OF Non-Aviation POLICIES WITH AMOUNTS**

AI Engineering Services Limited invites Sealed Bids for :-

**Renewal of Non-Aviation Insurance Policies for the Insurance year 2023-24** (1<sup>st</sup> June 2023 to 31<sup>st</sup> May 2024):

Policy Description	Exposure Amount (As on 01.05.2023) (Rs. )
FIRE	As per list
FIRE + ENGG.	As per list
MISCELLANEOUS	
<ul><li>i) Registered Vehicles-Comprehensive risks Rs.</li><li>ii) Ramp Equipments (Including Third Party) Rs.</li><li>iii) Ramp Equipments (Excluding Third Party) Rs.</li></ul>	As per list
Marine Transit Policy for MMD	20 Cr
Workmen Compensation Policy	As Per Act
Directors and Officers	1 Cr
Terrorism Property Cover	All properties
Corporate Frequent Flier Overseas Mediclaim Policy	USD 2,00,000 per traveller po
Personal Accident and Other Group Employee Benefits with medical cover addon	10,00,000 Plus Corporate Buffer 1 Cr. Medical cover of INR 75,000/- per instance (without deductible)

NOTE- The above values are indicative values for the purposes of evaluation, the actual insurance exposures policy-wise would be advised to the selected bidder Data for the above policies would be shared with interested bidders. Bidders may request the same vide e-mail.



#### **ANNEXURE-I**

#### Financial Bid

			2023 - 2024	
SR. NO	PARTCULARS	NET PREMIUM Rs.	GST Rs.	TOTAL PREMIUM Rs.
1	FIRE POLICY			
2	FIRE + ENGG. POLICY			
3	MISC. POLICY			
4	MOTOR POLICY & RAMP EQUIPMENT			
	I) REGISTERED VEHICLES II) RAMP EQUIPMENT (Including Third Part Liability) III) RAMP EQUIPMENT (Excluding Third Part Liability)			
5	Marine Policy			
6	Workmen Compensation Policy			
7	Directors and Officers			
8	Terrorism Property Cover			
9a	Corporate Frequent Flier Overseas Mediclaim Policy (Per person/ day) for USA (Per person/day)			
9b	Corporate Frequent Flier Overseas Mediclaim Policy (Per person/ day) for countries other than USA (Per person/day)			
10a	Personal Accident and Other Group Employee Benefits.			
10b	Medical cover addon for Personal accident			
11	Total Premium Quoted (1 to 10)			
12	Applicable Taxes,			
13	Total Quoted Premium for each Year (11+12)			

#### NOTE-

- Taxes and other levies/Insurance charges shall be payable as per actual at applicable rates.
- Individual policy assured sum (rs.) And the premium rates % to be quoted against each policy type.



- Discounts/Concessions if any to be indicated above against relevant policy and must be specifically excluded from the net premium quoted as at sr.no.8 above.
- The evaluated annual premium as above for the exposures as per annexure-B and as stated in the financial evaluation criteria, would be used for awarding contract to the lowest evaluated bid.

Signature of the Bidder	
Date	
Name:	
Place:	
Designation	