

DISCLAIMER

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, or no responsibility or liability will be accepted by AI Engineering Services Ltd. (AIESL) or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFQ is not an offer by AI Engineering Services Ltd., but an invitation to potential Service provider/organization for submission of their interest for providing services as mentioned in terms and conditions section of this tender document.

This Tender is not an agreement and is neither an offer by AI Engineering Services Ltd. to the prospective bidder(s) or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and commercial offers pursuant to this Tender.

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

AI Engineering Services Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any or bidder upon the statements contained in this Tender. Any information/documents including information/documents pertaining to this Tender or subsequently provided to bidder(s) and/or successful bidder and information/ documents relating to the bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation is not subject to disclosure as public information/ documents.

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

(I) INTRODUCTION

AI Engineering Services Limited, a company incorporated under Companies Act 1956, having its registered office at 2nd Floor, CRA Building, Safdarjung Airport, New Delhi 110003 (hereinafter referred to as "AIESL"), invites sealed/closed bids under two bid system from eligible bidders (hereinafter referred to as "Bidder(s)") meeting the Technical Bid Evaluation Criteria mentioned at SECTION C of the Tender and also complying with terms and conditions of the subject Tender, for **appointment of Customs House Agent (CHA) for Air / Sea shipments (Import) for our various locations at Delhi, Mumbai, Kolkata, Hyderabad, Chennai, Thiruvananthapuram & Bengaluru** on comprehensive basis in complete accordance with this Tender. However the scope of this tender may be extended to other locations in India as requirement may arise in future.

(II) PURPOSE OF THE TENDER

AIESL, a public-sector undertaking, import, export & re-import aircraft spares for the servicing of aircraft. For the same AIESL is intending to appoint Service Provider for performing the services mentioned in Section B. For this purpose, AIESL is inviting Service Providers (**herein after referred to as SP** which is defined as Service Provider having valid CHA License in its name at Delhi & Mumbai Ports whereas at other ports like Kolkata, Hyderabad, Bengaluru, Chennai & Thiruvananthapuram either Service Provider or its designated partner having valid CHA License in its name) to quote for these services in 2 bid tendering process viz. technical bid as per Section C and Price Bid as per Section-E. AIESL has its own IEC code.

However, the service provider shall file Bill of Entry (BoE) through their own software platform to interface with custom ICEGATE system. The service provider needs to compulsorily comply with implementation of e-Sanchit. And in future, if any additional task is mandated by the regulatory authorities, the same should be complied with by the service provider at no additional cost.

(iii) **SUMMARY OF BIDDING INFORMATION**

Tender No. & Name of the Tender	AIESL/Tender/PPMM/17/2023/23115 Dt 29.01.2024 “Appointment of Customs House Agent (CHA) for Air / Sea (Imports) shipments at Delhi, Mumbai, Kolkata, Hyderabad, Chennai, Thiruvananthapuram & Bengaluru
Date Issued	06.02.2024 (The Tender can be downloaded from GeM portal or AIESL’swebsite (www.aiesl.in))
Last date of receipt of queries from the prospective Bidders through mail, mail ID:	The queries will be responded by 14.02.2024
Last date/ time for submission of Bids documents through GeM portal (“Due Date/Time”)	On 28.02.2024 or before 14:00 hrs.
Submission of Bids	Through GeM portal
Date and Time of Opening of Bids	(i) Technical Bid 28.02.2024 hrs 14.30 HRS (ii) Price Bid – the date will be intimated subsequently to the technically qualified bidders.
Place of Opening of Bids	PPMM Deptt., AIESL, New Avionics Complex, IGI Airport, Terminal-2, Near New Custom House , New Delhi-110037
Extension of Due Date/Time	The Due Date / Time of submission and opening of Bids may be extended at any time, at the sole discretion of AIESL and shall be displayed on AIESL website www.aiesl.in No separate press advertisement will be issued by AIESL regarding extension of Bid opening date and Due Date/Time.
Earnest Money Deposit (EMD)	INR 60,000/-
Address of Communication for any clarifications.	praveen.tomar@aiesl.in

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

SECTION A

General Terms and Conditions:

1) Terms and Conditions governing the Bid:

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

2) Definitions:

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

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

3) SUBMISSION OF BIDS:

- i. The Bidders should submit their Bids in a two-bid format
 - (a) Technical Bid &
 - (b) Price Bid as per following details:

❖ **Technical Bid:**

The Technical Bid as per format at Section D must be submitted separately through GeM portal **ON or BEFORE 28.02.2024 AT 14:30 Hrs. (Bidders to mention Due Date and Time in the blank space)** along with the requisite proof of submission of EMD / Bid Security Declaration Form (duly filled and signed) in place of EMD as the case may be. The Bidders must furnish the Technical Bid along with scanned copies of all attachments/documents/information and details sought / required through documentary evidence, duly signed by the authorized signatory of the Bidder(s) with company seal on all the pages of such documentary evidence and annexure submitted along with Technical Bid, as per the terms of the Tender.

❖ **Price Bid:**

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

OPENING OF BIDS

- i. On the date of opening of Tender only the Technical Bids will be opened. Price Bids of only those Bidder(s) who are qualified after the evaluation of the Technical Bids will be opened. Intimation will be sent to those Bidders who qualify after the evaluation of the technical Bids. No correspondence in this regard will be entertained.
- ii. If in the price quoted in the Price Bid, there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.

4. AMENDMENTS AND EXTENSIONS

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

5. TENDER FEE:

The Tender is available for down-loading on free of cost basis from e Tender section of AIESL website www.aiesl.in. There is no fee for the Tender Documents.

6. VALIDITY OF BID, PRICES, GOVT. DUTIES / LEVIES ETC.

- a. The price quoted by the Bidders shall be valid for a period of 120 (One Hundred Twenty) days from the date of Technical Bid opening. Any Bid whose validity is less than 120 (One Hundred Twenty) days shall be summarily rejected.
- b. The service quantum to be available could vary more than or less than 25% from that as indicated in the Tender to accommodate fluctuations in demand during the contract period. The Bidder must maintain final contractual price during the entire Contract Period.
- c. The price offered/agreed should remain firm till the completion of the Contract and subject to the terms of the Tender/Contract.
- d. No request for increase in prices shall be entertained during the Contract Period, except on account of increase in GST or any other Government levy, if imposed by the Govt. of India or airport operator charges, provided the Successful Bidder submits a proof of payment for such increase to AIESL.
- e. The Bidders should commit to pass on the benefit to AIESL of reduction in statutory taxes, etc., by the Government, during the period of Contract.
- f. During the Contract Period, if for any reason there is a downward revision in the prices, the Successful Bidder shall pass on the benefits of the same to AIESL.

7. PERIOD OF CONTRACT

The Contract Period would be 01 (One) year from the date of execution of the Contract ("**Contract Period**"). However, AIESL reserves the right to extend the Contract Period for a further

period of 01 (One) year on same rate, terms and conditions, if mutually agreed.

8. REJECTION OF BIDS (TECHNICAL BID & PRICE BID):

The Bids are liable to be rejected forthwith without any evaluation on the following grounds:

- a. In case both the Technical Bid & the Price Bid is not received through GeM portal.
- b. Technical Bid and/or the Price Bid has been received after Due Date/ Time of the tender submission.
- c. If only the Technical Bid has been received and the Price Bid has not been received, and vice versa.
- d. If the Bid has been submitted without EMD or without declaration as per annexure –VI as per the eligibility,
- e. If any Price Bid or price information is mentioned in the Technical Bid.
- f. If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or the submitted copies are illegible or the material unexplained and/or Bids not received as per the desired formats & Bidding instructions.
- g. In case of any variation, in the documents / data submitted by the Bidder in support of the Technical Bid and in comparison, with the original documents during technical evaluation, the Bids of such Bidder would be out- rightly rejected / disqualified during technical evaluation of Tender and EMD would be forfeited.
- h. If the price indicated in the Price Bid is Conditional.
- i. If the Price Bid is not submitted in the format as described in Section 'E' in the Tender.
- j. In case the Bidder being an MSE unit as specified at Clause 13 of Section A, fails to submit a copy of the relevant MSE certificate and the required Bid Security Declaration Form along with the technical bid.
- k. If the Bid has been received without the undertaking of acceptance of all terms & conditions.
- l. The above list is only illustrative and there can be other relevant grounds of rejection of Bids.
- m. If scanned copies of tender documents duly signed & stamped, towards acceptance of all terms & conditions of tender, are not attached.

9. AIESL's Rights & Discretions

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

- i. Suspend and/or cancel the Bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms and conditions relating thereto.
- ii. Consult with any Bidder to receive clarification or further information.
- iii. retain any information and/or evidence submitted to the AIESL by, on behalf of, and/ or in relation to any Bidder; and/ or
- iv. Independently verify, disqualify, reject and/or accept all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- v. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the AIESL, its employees, agents and advisers, from any and all liability for claims, losses,

damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

10. MODIFICATION OF BIDS

- a. The Bidder(s) can modify or withdraw their Bid(s) within the validity period in GeM portal as per the norms.
- b. In case of withdrawal of the Bid, the Bidder is required to withdraw as per procedure of GeM.
- c. No Bid shall be modified after the Due Date/Time for submission of Bids.
- d. Withdrawal/modification of Bid, during the time mentioned above, shall result in the forfeiture of the EMD submitted by the Bidder.

11. EARNEST MONEY DEPOSIT (EMD):

- a) EMD amount is Rs. 60,000/-
- b) Bidders should make on line payment of Rs,60000/- (Sixty Thousand Only) towards EMD through NEFT / RTGS / UPI in

Banker Name: State Bank of India
Account no.: 33029526378
IFSC Code: SBIN0000691
Transection ID no.:

- c) The Bidder should mention the Tender number along with his full name and address in the Remarks of EMD.
- d) If the Bidder is a MSE unit and claims exemption from submission of EMD as per annexure –VI, in such an event the Bidder shall submit a copy of the relevant MSE certificate at the address mentioned in the tender along with the submission of the Technical Bid, for their Bid to be considered as per the Tender.
- e) EMD in any other mode other than what is specified above will not be accepted.
- f) EMD will not carry any interest.
- g) EMD of unsuccessful Bidders will be refunded without any interest within 45 days of award of the Contract in favor of the successful bidder.
- h) EMD of the Successful Bidder will be returned without any interest, after receipt of a Bank Guarantee or DD as Security Deposit against the Contract.

- i) EMD of a Bidder will be forfeited if the Bidder withdraws or amends its Bid after the due date, impairs or derogates from the Tender in any respect, or declines to accept or honor the Contract if awarded in his favor within the Bid validity period. If the Successful Bidder fails to furnish Security Deposit within the specified period, its EMD is liable to be forfeited.
- j) AIESL reserves the right to reject / not consider the Bid if it has been received without EMD or proof of submission/details thereof or the EMD has been submitted in a mode other than as specified above, or a valid proof of exemption from submission of EMD has not been provided.

12. EXEMPTION / PREFERENCE TO MSE UNITS:

- i. As per Public Procurement Policy for Micro and Small Enterprises (MSEs)
- ii. preference will be provided to MSEs as per the prevailing policy as formulated by Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSEs must be registered with any of the following to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012
 - (1) District Industries Centers (DIC)
 - (2) Khadi and Village Industries Commission (KVIC)
 - (3) Khadi and Village Industries Board
 - (4) Coir Board
 - (5) National Small Industries Corporation (NSIC)
 - (6) Directorate of Handicraft and Handloom
 - (7) Any other body specified by Ministry of MSME.
 - (8) Udyog Aadhaar
- iii. MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the tendered item along with their bid.
- iv. The MSEs registered with District Industries Centers must submit the **Acknowledgement of Entrepreneur Memorandum (EM) Part-II** along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
- v. The Micro and Small Enterprises not registered for the trade/item for which this tender is relevant, would not be eligible for exemption / preference.
- vi. The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.
- vii. The MSEs, who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
- Vii. Exemption from submission of EMD– EMD is not applicable to MSE units.
- viii. Security Deposit- The Successful Bidder (MSME/Non MSME) will be required to submit the Security Deposit as applicable on the Contract value. However, in case of MSE Bidders, the Security Deposit/Bank Guarantee can be submitted on yearly basis renewable every year.
- ix. Price Preference- The MSEs registered with above mentioned agencies/bodies for the Tendered Service and quoting price within price band of L1+15% (fifteen per cent) shall also be allowed to supply a portion of requirement by bringing down their price to the price quoted by L1 in a situation where the price quoted by the L1 Bidder (the “L1 Price”) is from other than an MSE and such MSE shall be allowed to supply up to 20 % (twenty per cent) of total Tendered value/service. In case of more than one such MSMEs are in the price band of

L-1 + 15% and matches the L-1 Price, the 20% value shall be shared proportionately.

- x. **Preference for MSEs owned by Scheduled Castes or Scheduled Tribes (the “SC/ST MSE”)** - Within above given 20% (Twenty Percent) quantity, a purchase preference of four per cent (that is, 20 (twenty) per cent out of 20 (twenty) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs, if they participate in the Tender process and match the L1 Price. Provided that, in event of failure of such SC/ST MSE to participate in Tender process or meet Tender requirements and L1 Price, the four per cent of the Tender services/value reserved for SC/ST MSE shall be met from other MSEs.

MSEs would be treated as owned by SC/ ST entrepreneurs:

1. In case of proprietary MSE, proprietor(s) shall be SC /ST.
 2. In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.
 3. In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.
- xi. Where any aggregator has been appointed by the Ministry of MSME, themselves to Bid on behalf of some MSE units, such Bids will be considered as Bids from MSE units, and all such facilities would be extended to these also.
- xii. An MSE Unit will not get any purchase preference over another MSE Unit. MSEs will also be entitled to the payment terms of 45 days credit.

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

13. SECURITY DEPOSIT / PERFORMANCE GUARANTEE:

- i. The bidder who qualifies for award of Contract will have to deposit with AI Engineering services Limited 5% **(Five percent) of the total value of the Contract towards interest free Security deposit**, within 2 weeks of receipt of the Contract. The Security Deposit is to be paid by way of Account Payee Demand Draft, Banker’s Cheque, Bank Guarantee (BG) issued from any commercial bank, Fixed Deposit Receipt from any Commercial bank, in favor of ‘AI Engineering Services Limited’ (AIESL), payable at Delhi.
- ii. In case of submission of Security Deposit by Bank Guarantee, it may please be noted that the original BG must be forwarded by the Bank directly to AIESL through registered AD (Acknowledgement) as per the detailed procedure which will be advised to the Successful Bidder. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the successful bidder.
- iii. Security Deposit if provided by way of Bank Guarantee shall be furnished on non-judicial stamp paper of appropriate value and in the prescribed format, as per Annexure III.
- iv. The Security Deposit / Bank Guarantee will be refunded / returned without interest within 60 days of successful completion of services against the Contract after adjusting for damages, if any, that may be imposed under the terms of the Contract.
- v. Validity of the SD / BG would be till 60 days after the scheduled completion of all obligations under the Purchase Order / Contract.
- vi. Security Deposit will be applicable to successful **MSE Units** also.

- vii. In case of MSE Bidder, the Security Deposit can be deposited on yearly basis, renewable every year.
- viii. In case, Security Deposit is not deposited as per the terms of the Tender and the Contract, before the commencement of the Services, the bills presented by the Successful Bidder shall not be processed for payment till the time the Security Deposit is deposited by the Successful Bidder. In the event the Security Deposit is not deposited by the Successful Bidder within 45 days from the date of award of the Contract, AIESL reserves the right to terminate the Contract and re-issue a fresh tender for providing the Services under the Contract at the sole risk and cost of the Service Provider.
- ix. In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / Bank Guarantee be invoked.
- x. Such Security Deposit shall not bear any interest and shall be refunded without interest only on successful completion of the Contract and upon fulfillment of all Contractual obligations after a period of 3 months from the expiry of the Contract Period.

14. PRICE NEGOTIATION

As a general norm price negotiation are not to be carried out with the bidders. Negotiations, if at all deemed necessary and as an exception may be held for better pricing with the L1 bidder only and with the L2, L3 and so on bidders only in case of split of the Services/Value.

15. EVALUATION PROCESS FOR TECHNICAL BID (STAGE 1)

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

16. EVALUATION PROCESS FOR PRICE BID (STAGE 2):

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

17. AWARD OF CONTRACT/AGREEMENT, ACCEPTANCE, COMMENCEMENT / EXECUTION

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

- i. The Successful Bidder must convey acceptance of Letter of Intent (LOI) within 7 days of

receipt of the same and provide their bank details with a cancelled cheque.

- ii. The Successful Bidder must commence the Services within 30 days after Acceptance of LOI.
- iii. The Successful Bidder shall execute the Contract within 30 days of acceptance of LOI. The cost towards the preparation, negotiation and execution of the Contract shall be borne by the Successful Bidder.
- iv. Please note that this is a service contract and not a manpower contract and the SP will be solely responsible for payment of wages, compliance of applicable labour laws, payment of employee related statutory dues, settlement of disputes with their employees etc. with respect to the employees/service personnel deployed by the SP.

18. FRAUDULENT PRACTICES:

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

- a. **“Corrupt practice”** means the offering, giving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b. **“Fraudulent practice”** means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the AIESL and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive AIESL of the benefits of free and open competition.
- c. If a bidder is found indulging in corrupt/fraudulent practices, AIESL :
 - i) Shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract.
 - ii. Shall declare a Bidder ineligible and blacklist such Bidder, either indefinitely or for a stated period if it at any time, AIESL determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
 - iii. Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent / corrupt practices during the currency of the Contract.
 - iv. Bid Security Declaration will be applicable, or Security deposit shall be forfeited, as the case may be in addition to the above-mentioned remedies which AIESL shall have.

19. CONTRACT MANAGEMENT:

The contract administration would be the sole responsibility of the PPMM of AIESL. PPMM will monitor for day-to-day activities of the Contract as per the terms as may be specified in the Contract. For Services received directly by PPMM, the quantum of damages to be levied in case of any underperformance or deviation from the terms of the Service as per the Contract will be determined by the competent authority in the PPMM and the same shall be advised to the Finance department.

In the context of facilitation of execution of contracts, PPMM would assist in respect of the required space and infrastructure etc.

20. ERRANT BIDDERS:

In case after Price Bid opening, the L-1 Bidder is not awarded the Tender for reason solely attributable to such L-1 Bidder, for reasons as mentioned in this Tender, thereof leading to retendering, AIESL shall apply clause 9 of the Declaration as per Annexure -I submitted by such Bidder and such Bidders shall be debarred for a period up to 01 (one) year from participation in the next tender for the subject services as well as against any tender enquiry for any services sought by AIESL and its sister concerns at all locations. AIESL further reserves the right to blacklist the Bidder for a period up to 3 (three) years.

21. JURISDICTION:

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

22. DISQUALIFIED BIDS

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

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

23. ZERO DEVIATION

Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions. This is a zero deviation Tender, and no deviations shall be permitted.

24. SUBMISSION OF INVOICE:

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

The invoice shall be submitted to :

**Dy. Gen. Manager
Production Planning & Materials Management
New Avionics Complex
IGI Airport, Terminal-2
New Delhi - 110037**

25. PAYMENT TERMS:

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

- a. AIESL shall make every effort to examine and arrange payment of clear dues within 45 days from receipt of the tax invoice along with all the relevant original supporting documents.

However, in case of unforeseen delay in settlement of payments shall not be accepted as valid ground for SP to delay clearance of consignments and/or make any advance payment to SP. It is

clearly and specifically understood that storage charges incurred on account of delay in clearance of consignments on the pretext of delay in payment of bills by AIESL, will have to be borne by SP. The invoices should be submitted as per agreed tender terms & conditions clearly with the breakup along with the supporting documents, failing which may result in delays for payment process until the SP submits the clear and relevant supporting documents.

- b. Payment will be made through ECS (Electronic Clearance Service), NEFT ETC
- c. Successful bidder is required to submit duly verified Bank Mandate form along with copy of relevant cheque leaf, duly cancelled to enable Accounts to make payment through ECS., NEFT etc
- d. TDS shall be deducted by AIESL from the payments, as per the applicable laws.

26. FALL IN PRICE CLAUSE:

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

27. INDEMNIFICATION:

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

28. CONFIDENTIALITY:

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

29. TERMINATION:

The Contract may be terminated in the following circumstances:

- i. The Contract shall expire upon the expiry of the Contract Period i.e., 1 (One) year from the date of execution of the Contract unless renewed.
- ii. In case of unsatisfactory performance or breach of any of the clauses of the contract, AIESL

shall issue a notice of 30 days to the Service Provider to rectify the breach and improve the Performance failing which AIESL shall be at liberty to terminate this Contract by providing 30 days written notice to the Service Provider. In such case, the Service Provider shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account.

- iii. In the event of breach of confidentiality, the Contract can be terminated by AIESL with a notice period of 1 (one) month.
- iv. Either Party may terminate the Contract, in the event the Force Majeure Event subsists for a period of more than 90 days.
- v. The Parties shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the Contract till the termination.

30. EXIT / TERMINATION OF CONTRACT:

- i. Notwithstanding the above, AIESL shall also be at liberty to terminate the Contract for any reason including change in situation/circumstances, etc. by providing a 90-day prior written notice to the Service Provider. The Service Provider shall also be at liberty to terminate this Contract by providing AIESL with a 90-day prior written notice. In such an event, the terminated party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.
- ii. In case the Service Provider serves the termination notice before exhaustion of 40% of the contract value or quantity, they will be debarred from participating in the immediate next tender for that item/service.

31. CLAIMS FOR DAMAGES

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

32. FORCE MAJEURE

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

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

Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall use its best

reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force Majeure and shall reasonably allocate its available resources, giving priority to its obligations under the Contract.

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

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

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

33. RESOLUTION OF DISPUTES AND ARBITRATION:

- i. Any dispute arising between the Service Provider and AIESL (Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the Contract or the validity or breach thereof (the "Dispute"), shall first be settled by mutual consultation between the authorized representatives of the Parties. If the Dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has, the same shall be settled and finally resolved by arbitration.
- ii. Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one (1) arbitrator each and the two (2) such appointed arbitrators shall in turn appoint the third (3rd) arbitrator as the presiding arbitrator.
- iii. The arbitration award passed under the arbitration shall be final and binding on the Parties.
- iv. The proceedings of the Arbitration shall be conducted in English language and place of arbitration shall be Delhi.
- v. Each Party shall bear their own cost with respect to such arbitration.

34. NOTICES

Any notice by one Party to the other pursuant to the Contract, shall be sent in writing to the address specified for that purpose in the Contract.

35. INTERPRETATION:

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

36. EXPENSES

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

37. SEVERABILITY

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

38. AMENDMENT

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

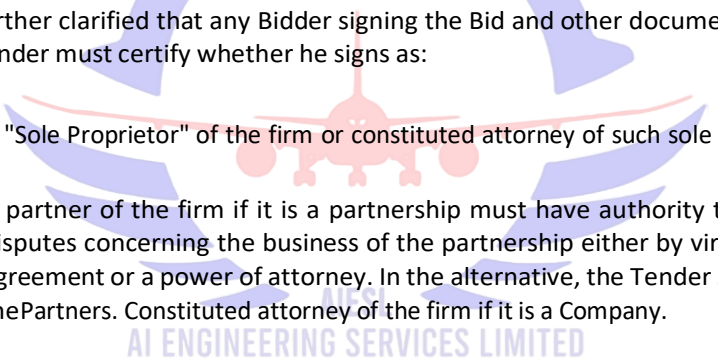
39. GOVERNING LAW

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

40. JURISDICTION

Any dispute arising out or in connection with the Contract shall be subject to the exclusive jurisdiction of the Courts of Delhi only.

41. OTHER TERMS & CONDITIONS:

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- i. It is further clarified that any Bidder signing the Bid and other documents in connection with the Tender must certify whether he signs as:
 - a) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
 - b) A partner of the firm if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender should be signed by all the Partners. Constituted attorney of the firm if it is a Company.
 - c) Authorized signatory of the firm
 - ii. Issue / submission of Bid form do not necessarily mean that the Bidder is an eligible Bidder.
 - iii. Bidder is advised to quote strictly as per terms and conditions of the Tender and not to stipulate any deviation / exceptions.
 - iv. Our Tender closes on the Due Date/ Time specified in Tender. Bidders must submit their Bids well in time before the scheduled close date and time of the Tender to avoid any last-minute glitches such as postal or courier problems or for any other reasons.
 - v. AIESL will not entertain last moment request for extension of Due Date/ Time and reserves the right to accept or reject such request for extension at its sole discretion.
 - vi. The Due Date/Time of Tender may be extended at any time prior to the date of closing of Tender. The closing date of submission of Bids may be extended at any time including after the scheduled date of closing, at the sole discretion of AIESL.

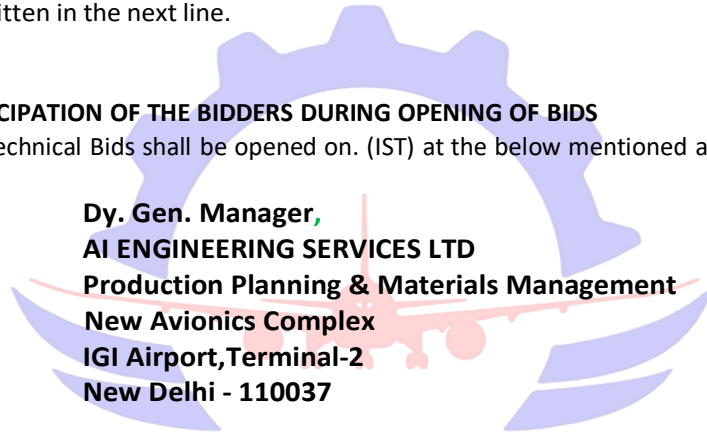
- vii. AIESL reserves the right to close the Tender / reject any /all Bids at any stage of Tender at its sole discretion, without any additional cost to AIESL
- viii. AIESL reserves the right not to consider the Bid of any Bidder, blacklist the Bidder for a period up to 3 years, if it is determined / noticed at any stage during the Tender process or after Contract Period that the Bidder has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive practice to Bid / obtain the Contract. This will also have an impact on other Contracts / POs, the Bidder may have with AIESL where to AIESL reserves the right to take appropriate actions as deemed fit, in AIESL sole discretion.
- ix. AIESL reserves the right to reject/not consider at its sole prerogative the Bids of such Bidders who have been involved in any litigation with AIESL in the last 5 years / ongoing litigation or arbitration with AIESL or have been blacklisted/ debarred by any PSU, Govt. bodies.
- x. Bidders are required to declare if they have any ongoing legal disputes with any government agencies such as Income Tax, EOW etc. In the event of any Suppression/ Misrepresentation of such facts AIESL reserves the right, at its sole discretion, to take appropriate action as deemed fit including but not limited to disqualification of the Bidder and termination of the Contract
- xi. Any clarifications sought by AIESL with respect to the Bids submitted by the Bidders will be considered as a part of the Bid and AIESL reserves the right to seek clarifications at any stage of the Tendering process.
- xii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- xiii. All relevant documents required related to the Services to be provided under this Tender are to be submitted by the Bidders at their own cost.
- xiv. Bids should be unconditional. Conditional Bids would not be accepted and are liable to be rejected.
- xv. The terms of the Tender and the Contract are CONFIDENTIAL, and anything contained in the tender shall not be disclosed by the Bidder to any third party in any manner, whatsoever.
- xvi. Bidder shall give the official mailing address, email, and phone numbers to which all correspondences shall be sent by AIESL. Also, in the event the address of the Bidder is changed, the same shall be intimated to AIESL immediately by the Bidder.
- xvii. AIESL reserves the right to annul the Tender process and reject any or all the Bids at any time prior to the award of Contract without incurring any liability to the Bidder(s) or without any obligation to inform the Bidder(s) of the grounds of such annulment/rejection. AIESL further reserves the right to add/delete/modify any one or more of the terms and conditions contained in the Tender or any of the agreements proposed to be entered into by AIESL with the Successful Bidder.
- xviii. The Near Relatives of employees of AIESL office who is likely to benefit the Bidder during the award/implementation of Contract are prohibited from participation in this Tender. Near relatives are defined as:
- a. Members of Hindu undivided family.
 - b. Their husband or wife
 - c. Relatives in the manner as father, mother, son(s), son's wife, daughter(s), Daughter's husband, brothers, brother's wife, sister, and sister's husband
- xix. The Bidder should quote the figures as well as in words the rates and amount in figures only

as per the Price Bid format given in Section –E The language for filling Tender Documents shall be in English.

- xx. When there is a difference between the rates in figures and in words in Price Bid, the rates which corresponds to, the amount worked out by the Bidder, shall be taken correct as per the following:
- a. When the amount of any item is not worked out by the Bidder or it does not correspond to the rate written either in figure or in word, then the rate quoted by the Bidder in words shall be taken as correct.
 - b. When the rate quoted by the Bidder in figures and in words tallies but the amount is not worked out correctly, rate quoted by the Bidder shall be taken as correct and not the amount.
- xxi. All rates shall be quoted on the proper form (i.e., the Price Bid format) of the Tender alone. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only. The total amounts should be written in figures only. In case of figures, the words Rs. or the rupee symbol should be written before the figures of rupees and words paise after the decimal figures, e.g., Rs.2.15p and in case of words, the word Rupees shall precede and the word "Paise" shall be written closely following the amount and it shall not be written in the next line.

42. PARTICIPATION OF THE BIDDERS DURING OPENING OF BIDS

The Technical Bids shall be opened on. (IST) at the below mentioned address:



**Dy. Gen. Manager,
AI ENGINEERING SERVICES LTD
Production Planning & Materials Management
New Avionics Complex
IGI Airport, Terminal-2
New Delhi - 110037**

The Bidder(s) shall be permitted to witness the opening of the Technical Bid with an authorization letter on the Bidder's letter head duly signed and stamped by their authorized signatory for presenting at the time of opening of the Tender at the above address, time, and date.

43. AMENDMENTS / CLARIFICATIONS

Amendments, corrigendum, clarifications if any, and any extensions of the due date of opening of the Bids, as per the requirements of AIESL, will be intimated by hosting the notice on AIESL's website only.

44. NOTE:

- a. The Bidder may modify or withdraw their Bid after the Bid submission but prior to the date/time of opening of Bids subject to SOP for such activities in GeM , Last modified Bid by the Bidder shall be treated as the final Bid.
- b. No Bid shall be modified/withdrawn after the date/time of opening of Bids. Withdrawal of a Bid after the date/time of opening of Bids shall result in application of Bid Security Declaration For duly submitted by the bidder(s) in place of EMD.

- c. Bids of the Bidders who have sent such withdrawal notice in writing shall be returned on the day of opening of the Bids in a Sealed condition with note of acknowledgement to that effect from such Bidders.
- d. All the pages of the Bid must be mandatorily signed and stamped by the authorized signatory and enclosed along with the supporting documents as required in the Technical Bid.
- e. All documents in support of the Bid must be submitted in accordance with the checklist as per Check sheet attached in Section C of the Tender.
- f. The Bidders can download the Tender free of cost from GeM portal



SECTION B:

SCOPE OF WORK:

SP means Service Provider having valid CHA License in its name at Delhi & Mumbai Ports whereas at other ports like Kolkata/ Hyderabad / Bengaluru / Chennai / Thiruvananthapuram either Service Provider or its designated partner having valid CHA License in its name. SP must be capable of providing these services at other ports on its own / through channel partner, if required.

A) Nature of Cargo Imports shipment :

- i. Approximately following numbers of Air and Sea Import Shipments are estimated to be handled in our various locations **on annual** basis arriving from various countries which may comprise of Aircraft Parts/spares , Aircraft Engine spares ,tools, chemicals, expendables, consumables, equipment etc. However, above quantity is tentative and may increase or decrease by 25% as per actuals.

Location	No. of Air Shipments (approx.)per annum	No. of Sea Shipments (approx..) per annum
Delhi	900	10
Mumbai	300	10
Kolkata	100	3
Hyderabad	70	-
Bangluru	10	-
Chennai	10	2
Thiruvananthapuram	10	-

- ii. Out of these, approximately 90% AIR Import shipments may be normal & remaining 10 % may be AOG shipments.
- iii. For all the import shipments, Home Consumption Bill of Entry will be required to be filled by SP.

B) Required Infrastructure for execution of contract:

- i. SP shall position sufficient no. of experienced & qualified staff in its office for processing of import documentation and filing of BE/SB in customs EDI system. However, for the purpose of this contract one single point of contact (SPOC) shall be assigned.
- ii. The service provider (SP) should have adequate equipment such as computers, printers, and scanners as well as their own software required to interface with customs EDI system through Portals of icegate & E-Sanchit.
- iii. SP shall deploy adequate staff at the concerned Air Cargo Complex (ACC) & Container Freight Station (CFS) to ensure speedy clearance of bonded and home consumption BEs within free period.
- iv. SP shall set up the above infrastructure and commence work (manpower & office equipment) at the above-mentioned location within 30 days of award of LOI to them.

C) Scope of Clearance Activities-Import-

The Service Provider shall be totally responsible to undertake all activities related to clearance of import shipments. These activities are as under:

- i. **Liaising with the shipping lines/forwarders /port authorities/terminal authorities:**

The SP shall liaise with the shipping line or the freight forwarders immediately on receiving the pre-alert messages from them or AIESL and obtain information regarding arrival date of the cargo to ensure that the IGM is filed by them in a timely manner. If there are any discrepancies in the IGM submission, SP shall bring the same to the notice of the concerned agencies immediately and get the same corrected on priority basis.

ii. Collection of Delivery Order & Import Documents (online / offline)

SP shall ensure placement of adequate staff to ensure timely collection of Delivery Orders (DO) & other import documents from the concerned offices of the shipping line/freight forwarders etc.

Necessary delivery order charges shall be paid by the SP at time of collection of DO and import documents.

SP shall arrange to collect the Freight Cheques (for freight to collect shipments), other documents for submission to Forwarders/shipping line from AIESL and deposit the same with the respective agencies to obtain Delivery Orders, if required.

For re-import shipments such as repair & return shipments of aircraft spares, the SP shall collect export documents from PPMM Dept of AIESL, Delhi or other respective station

SP shall arrange collection of documents of AIESL shipments as well as documents required for assessment. (Purchase/ Repair Order copies, Licenses, TRAs, CRAs and other required Documentation).

SP's staff shall verify the completeness of all the documents and shortcomings if any shall be brought to the notice of AIESL for necessary action.

iii. Filing of Bill of Entry

On collection of import documents or pre alert, SP shall, in consultation with AIESL official, file appropriate bill of entry ..

At the time of filling BE, SP should select the correct CTH & notifications as applicable to the concerned shipment and avail Duties/IGST benefit as applicable. AIESL will not be responsible for incorrect filing of B/E.

SP shall file the BILLS OF ENTRY expeditiously, with the supplier's invoice/commercial invoice copy and Import documents.

For re-import shipments SP shall file a bill of entry only for an assessable value arrived at based on the repair cost & both way freight giving due reference of the export SB.

SP shall be responsible for any delay in filing Bill of Entry with customs authority and/or not notifying AIESL of discrepancy, if any, in the documents. The demurrage charges (other than handling charges) for the entire period of delay due to deficiency or negligence in service on the part of SP will be borne by SP. Further, SP will have to make good of loss/damage, if any, suffered by AIESL on account of delay due to deficiency or negligence of service attributable to SP in filing BE and/or clearance of consignments.

iv. Duty/IGST Payment against BE:

Customs duty & GST payment for the import shipments with Home Consumption Bill of Entries shall be AIESL responsibility

For all shipments to be cleared on merit (Home Consumption B/E) CHA shall forward scanned copy of duty challan and duty/IGST payment shall be affected by AIESL

SP should ensure that all relevant benefits under appropriate Customs & GST Notification as applicable to AIESL and or consignments are taken into account while filing BOE.

It is the responsibility of the SP to ensure that Correct Duty/GST is being paid. In case due to reasons attributable to SP, excess duty is paid, duty paid over and above the actual duty payable shall be recovered from the Bills of SP. This recovery will be refunded in case SP is able to arrange for refund of such duty which is paid in excess.

In case of delayed filing of BE, the SP will be liable to pay the customs penalty as per demand of customs. In such case, if penalty is paid by AIESL and the same will be recovered from the pending bills of SP.

Only in cases where the delay in filing of BE is due to reasons beyond the control of SP/ attributable to AIESL, penalty shall be paid by AIESL.

v. Registration of Licenses/ Bonds / other Concessions (If required):

These are not routine requirements however SP may be required to attend such requirements in exceptional cases.

vi. Time Period for Clearance of Import Cargo

The SP will be required to file BE within free period as allowed by customs/CFS and ensure clearance and dispatch of all consignments in the shortest possible time after their arrival and in any case before the Last Free Date (LFD) fixed by concerned airport cargo authorities or CFSetc. or free Time allowed by the concerned agencies.

SP shall clear the cargo within the free periods after the last input required for assessment of BILLS OF ENTRY is made available. Applicable Terminal Storage (TSP) Charges, Demurrages (if applicable) and all other charges required to take release of shipment from warehouse shall be paid by SP at the time of clearance of shipment. Later the same shall be claimed as Reimbursement Charges from AIESL by SP as per payment terms.

All BEs are to be cleared/collected within free period provided by the Authorities.

However, in case of genuine difficulty on the part of SP due to reasons not attributable to SP (EDI/Port System Failures/strikes of Port staff and other similar reasons) demurrages and detention will be borne by AIESL on appropriate certification by AIESL Representative.

vii Release & delivery of shipments to be made immediately after out of charge

D) Reports

SP will be required to submit the following reports

- a) Daily Status Report of Import Shipment- This report should cover status of the shipment at different stages such as DO collection, Filing of B/E, Processing of B/E and delivery of the shipment. List of pending BEs with the reason of pendency.
- b) Weekly Report on Air Import Warehouse/Demurrage charges with justification for demurrage.
- c) Monthly performance of CHA report for Import shipment covering the no. of B/E cleared within free period and cleared after payment of customs penalty, demurrages etc.
- d) Fortnightly reports with details of BE where duty payment is to be made particularly with reference to the BE filed under deferred duty payment option.

i. Execution of Job:

- a) The **successful tenderer/SP** must convey acceptance of Contract in writing within 07 working days of receipt of LOI. SP shall set up the required infrastructure (manpower & office

equipment) at his premises and commence work at the above mentioned two locations within 15 days of award of contract to them.

- b) The **successful tenderer** must deploy at its own cost the supervisor/staff to ensure that the contract to commence immediately after communication of acceptance of contract from him.
- c) He shall ensure placement of sufficient staff at the Container Freight Station (CFS) to ensure smooth clearance of import shipments of AIESL.
- d) SP must ensure to provide us a single point of contact(SPOC)at our required cargo complex or ports

ii. Requirements of Performance:

- a) All the permissions and Clearances or any other relevant authorization from competent authority/Government agency shall be obtained by the SP for the execution of this contract at his own cost. Any contingency arising in this respect shall be the responsibility of the SP. Also, the Service provider shall be responsible for any mishap, accident en-route and consequences thereof including legal complications, if any.
- b) The contract as entered between AIESL and the SP shall in no way, nullify, reduce, mitigate, or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.
- c) The SP shall take all due care of consignments while loading/unloading.

E) Compliance to Security regulations

- a) The successful tenderer shall ensure compliance and shall be solely responsible for all the safety and security regulations of AIESL, Port authorities, CFS authorities and customs or any other agency associated with airports/airport activity are strictly adhered to and complied with by personnel deployed by the successful tenderer.
- b) The successful tenderer shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies / Legal Authorities including port authority and CFS authorities or Customs from time to time, with regards the provisions of services.

F) Insurance:

- a) AIESL shall arrange for ensuring the project materials/properties of AIESL covering the risks during transit and material handling at port(s).
- b) The SP shall during the performance of the contract take a suitable insurance to cover against bodily injury, death, or damage to property of the SP or his employees.
- c) If due to SP's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paperwork needed for lodging insurance claim, damage to AIESL/its Customer's property, and if AIESL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the SP.

G) LIQUIDATED DAMAGES / PENALTY:

- a. Penalty shall be levied for the delayed clearance @ 2% of the service not rendered in clearance of shipment, subject to a maximum of 30 % of the clearance cost per BOE
- b. Amount of Demurrage charges, if any, shall be deducted from the bills along with penalty mentioned at sub para a. above.

H) Exclusiveness of Contract:

It is specifically made clear and understood that this contract shall not vest exclusive rights to the SP to provide services to AIESL during the tenure of this contract.

Notwithstanding this Agreement, AIESL may handle clearance either on self- clearance basis or may utilize the services of one or more other agencies for obtaining one or more or all and/or such other services enlisted under this contract.



SECTION- C

TECHNICAL BID EVALUATION CRITERIA (TBEC) / PRICE BID EVALUATION CRITERIA(PBEC)

1. Technical Bid Evaluation Criteria (TBEC)

For Bidder to become technically qualified, it is necessary and essential to meet criteria as given below. To assess the capability of service providers, who show interest in our selection process, will be evaluated as per the following.

- (A) The Service Provider (SP) or its designated partner must be a Limited Company registered under Indian Companies Act, 1956 / 2013 or a Partnership Firm or a sole Proprietorship firm or a Private Limited Company duly registered under the concerned acts applicable for conducting business in India.
- (B) The SP must have a valid CHA License for undertaking customs clearance at **Delhi & Mumbai Airports & ICD** whereas SP may use CHA License of its designated partners for customs clearance at Kolkata, Hyderabad, Chennai, Thiruvananthapuram & Bengaluru.
- (C) The SP should be in the business of Customs clearance of Air/Sea cargo shipments for Indian scheduled Airlines /Operators/MRO (DGCA Registered) for at least five years during the preceding 10 years from the date of tender and should have experience of handling on an average 300 Air Shipments & 5 Sea Shipments per year for at least three years.
- (D) The Service Provider should have Average Annual Financial turnover of Rs.9 Lakh per year during any three years out of the last five financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 as per the Annual Report (Audited Balance Sheet and Profit & Loss Account) plus ITRs for the same period.
- (E) The SP should have PAN No. & GST registration No., at the time of tender application & its copies must be attached.

2. Price Bid Evaluation Criteria (PBEC)

As given in section E

SECTION D:

TECHNICAL BID FORMAT

(To be submitted in Bidder's company letter head)

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

A. Bidder's Details (To be filled by the Bidder & Document copy wherever applicable to be attached)

1.	Name of Contract	
2.	Name of the Company/Establishment	
3.	Full Address of Registered Office	
4.	PAN & GST No. (attach copy)	
5.	Telephone No./ Mobile No.	
6.	Email id	
7.	Name of Contact Person	
8.	Name in whose favour CHA license is issued AND Licence No. (Delhi / Mumbai)	Name= Address= License No.= Issue Dt= Valid up to=
9.	Name & Address of CHA or business its partner having a valid CHA License in its own name for Kolkata Chennai, Hyderabad, Bengaluru &Thiruvananthapuram (attach relevant documents)	Name= Address= License No.= Issue Dt= Valid up to=
10.	Name & address of Banker RTGS /NEFT Registered form duly signed by Banker to be enclosed	
11.	Details of Earnest Money Deposit (EMD) submitted: Name of the Bank, Payment transection ID no., & Date & Amount	
12.	If Bidder is an MSE unit, please specify the details of the MSE registration certificate as below:	
	Registration Certificate No. (attach copy)	
	Date of issue	
	Valid up to	
	Services covered under Registration Certificate	
	Whether the MSE Unit is owned by an SC/ST. If yes, please attach a documentary proof to substantiate the caste status. (attach copy)	

13. Any other information which the bidder may like to furnish, separate sheet may be enclosed. In support of above information self-attested copies of all Documents, wherever required be enclosed.
14. In support of shipment handling experience copies of CONTRACT / PO / INVOICE may be attached

B) Parameters

Bidder's Response (Shall be considered for evaluation of technical Bid as per TBEC mentioned in Section--C

Sr. No.	Parameter	Party's Response(Y/N)
1	The service provider must be a limited Company registered under Indian Companies Act, 1956 / 2013 or a partnership firm or a sole proprietorship firm or a private limited company duly registered under the concerned acts applicable for conducting business in India. (attach copy of relevant registration document)	
2	The Service provider must have a valid CHA License in its own name valid up to at least till the end of contract period for customs clearance at DELHI & Mumbai (attach copy)	
3	The SP or business partner of SP must have a valid CHA License in its own name for Kolkata Chennai, Hyderabad, Bengaluru & Thiruvanathapuram (attach relevant documents)	
4	The SP should be in the business of Customs clearance of Air & Sea cargo shipments for Indian scheduled Airlines /Operators/MRO (DGCA Registered) for at least five years during the preceding 10 years from the date of tender in respect of services mentioned in section B and <i>should have experience of handling on an average 300 Air Shipments & 5 Sea Shipments per year for at least three years.</i> Attach copies of at least 2 contract to substantiate 5 years' service And for number shipments handling experience copies of CONTRACT / PO / INVOICE may be attached.	
5	The Service Provider should have Average Annual Financial turnover of Rs.9 Lakh per year during any three years out of the last five financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23 as per the Annual Report (Audited Balance Sheet and Profit & Loss Account) plus ITRs for the same period (attach copies of respective BS & P & L and ITRs)	
6	The bidder must have PAN No. & GST registration No., at the time of tender application (attach copies)	

To,

**Dy. Gen. Manager – E PPMM ,
AI ENGINEERING SERVICES LTD
Production Planning & Materials Management
Avionics Complex
IGI Airport
New Delhi - 110037**

UNDERTAKING FOR BID

In response to fulfillment of requirement for eligibility to bid for Tender No. **AIESL/Tender/PPMM/17/2023/23115 Dt 29.01.2024 for "Appointment of Customs House Agent (CHA) for Air / Sea (Imports) shipments at Delhi, Mumbai, Kolkata, Hyderabad, Chennai, Thiruvananthapuram & Bengaluru"**.

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

Authorized Signatory:

Name of Signatory _____

Designation of Signatory _____

Seal of Company

Place: _____

Date: _____

CHECK LIST:Pls check if Following Documents have been attached with Technical Bid

1.	Bid Security Declaration Form, duly filled and signed	
2.	Financial Bid copy- quote masked	
2.	Self-Attested copies of: -	
	A) Certificate of Incorporation	
	B) PAN No.	
	C) GST Registration	
	D) CHA License (Own for Delhi & Mumbai, valid business partner for other cities)	
	E) IT Returns	
	F) Original copy of Authorized Signatories	
	G) MSE Certificate, if registered with MSE (Ref. Para 13 of Section 'A')	
3	Copy of audited Balance Sheet and P&L for the financial years duly signed by Proprietor/Director	
4	Company Profile	
5	List of other Airlines/customers where similar services are provided currently with Tel. No. & contact person	
6	Tender document duly signed, stamped, and completed in all aspects(pages)	

Authorized Signatory:

Name of Signatory _____

Designation of Signatory _____

Seal of Company

Place: _____

Date: _____

SECTION-E:
FINANCIAL BID FORMAT

CUSTOMS CLEARANCE CHARGES FOR AIRCRAFT PARTS

Table: 1

VALUE IN INR

Sl. No.	Particulars	AIR Import Charges (Rs)		SEA Import Charges (Rs)	
1.	Agency Charges per BE	A		F	
2.	Documentation Charges per BE	B		G	
3.	AOG /Night Clearance Charges per BE (over & above the charges as in 1 & 2 charges)	C		H	
4.	<i>*Local Surface Transportation Charges of total shipments' weight less than or equal to 150 Kgs from Clearing Warehouse to AIESL Premises (pls see note below)</i>	D		I	NOT APPLICABLE
5.	<i>**Local Surface Transportation Charges of total shipment weight for more than 150 Kgs from Clearing Warehouse to AIESL Premises excluding aircraft engine (pls see note below)</i>	E		J	
6.	**AAI / TSP Charges per BE	As per actuals on submission of valid receipt		As per actuals on submission of valid receipt	
7.	**Any Incidental Expenses per BE (As per actuals on submission of valid receipt		As per actuals on submission of valid receipt	
8.	**Any other Receipted Expenses per BE	As per actuals on submission of valid receipt		As per actuals on submission of valid receipt	
9.	***Custom Duty & GST per BE	Will be paid by AIESL		Will be paid by AIESL	
10.	***GST @ per BE as applicable.	Will be paid by AIESL		Will be paid by AIESL	

**Transportation charges means charges of transferring all shipments of the day from clearing warehouse to AIESL Premises which is inclusive of freight, loading & unloading of shipment at both the places. Transportation charges will be paid once a day except for AOG requirements.*

*** Engine transportations charges will be paid on actual as per prior approved charges as applicable on the date of transportation*

L1 vendor will be determined as per FORMULA given below. Assuming annual shipments days are 250 & No. of shipments 1400 (by Air) & 25 (by Sea):

AIR IMPORT CHARGES (X) = {(A + B)*1400 + (10% of C)*1400}+ (D x 250)+(E*25)

SEA IMPORT CHARGES (Y)= (F + G)*25 + (10% of H)*25 + (J x 25)

L 1 WILL BE SUM OF X+Y

(To be printed on bidder's company letter head and submitted signed & duly stamped scanned copy along with Technical Bid)

To
Dy. Gen. Manager-PPMM
AI Engineering Services Limited
Avionics Complex
IGI Airport
New Delhi - 110037

ACCEPTANCE OF TERMS AND CONDITIONS

1. I/We have carefully gone through and have understood and hereby agree to unconditionally abide by all the terms and conditions, required work scope/service details and specifications governing the Tender.
2. I/we hereby confirm that I/we are authorized to sign Bid documents and the information given in the Tender is true and correct to the best of my/our knowledge and belief and nothing material is concealed.
3. Rates quoted by us in the Price Bid Format will remain firm for a period of 90 days from the date of opening of the Technical Bid.
4. We confirm that the prices/ rates and taxes as quoted by us in the Price Bid are final and no additional Cost shall be applicable to AIESL. We also confirm that there is no hidden cost to AIESL over and above those indicated in the Price Bid format.
5. In case AIESL decides to place contract on us, we agree to maintain our quoted rates firm till completion of the Contract.
6. We confirm that the benefit of reduction in Statutory Taxes/Levies, if any arising during the Contract Period, if awarded in our favor would be passed on to AIESL wherever applicable.
7. I/we confirm that /we do not have any relative who is an employee of AIESL or its subsidiaries and is likely to benefit us during the Award/implementation of the Contract.
8. I/we also indemnify that any subsequent detection of direct or indirect beneficiary of any application/award of any contract to any employee of the organization may result in disqualification/termination. AIESL will have the sole discretion to do so, and such cases cannot be referred for arbitration.
9. That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of AI Engineering Services Limited for minimum period of One year or up to 3 years from the date of committing such breach
10. All the Pages of SECTIONS A TO E are duly stamped and signed.

Authorized Signatory

Name of Signatory _____

Designation of Signatory _____

Date: _____

Place: _____

Annexure - II

(To be printed on bidder's company letter head and submitted signed & duly stamped scanned copy along with
Technical Bid)

To
Dy. Gen. Manager-PPMM
AI Engineering Services Limited
Avionics Complex
IGI Airport
New Delhi - 110037

UNDERTAKING FROM BIDDERS

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

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

Authorized Signatory

Name of signatory _____

Designation of Signatory _____

Seal of Company

Date: _____

Place: _____

To
Dy. Gen. Manager-PPMM
AI Engineering Services Limited
Avionics Complex
IGI Airport
New Delhi - 110037

Performance Bank Guarantee /Security Deposit Form

WHEREAS (Name and address of the bidder) (Hereinafter called “the service provider”) has undertaken, in pursuance of contractno..... dated to supply (description of services) (herein after called “the contract”).

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

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

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

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

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

This guarantee shall be valid until the day of 2025

(Signature of the authorized officer of the Bank)
..... Name and designation of the officer

.....

.....

name & address of the Bank Branch

SECURITY DEPOSIT DECLARATION FORM

(To be printed on bidder's company letter head and submitted signed & duly stamped scanned copy along with Technical Bid)

To

Dy. Gen.. Manager – PPMM
AI Engineering Services Limited
Avionics Complex
IGI Airport
New Delhi - 110037

I/We, the undersigned declare that:

After qualifying for award of Contract for Tender No. **AIESL/Tender/PPMM/17/2023/23115 Dt 29.01.2024 for "Appointment of Customs House Agent (CHA) for Air / Sea (Imports) shipments at Delhi, Mumbai, Kolkata, Hyderabad, Chennai, Thiruvananthapuram & Bengaluru** with AIESL. We will deposit 5% **(Five percent) of the total value of the Contract towards interest free Security deposit**, within 2 weeks of receipt of the Contract.

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

Authorized Signatory

Name of Signatory _____

Designation of Signatory _____

Seal of Company

Place: _____

Date: _____

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD
(to be submitted in Bidder's Company Letter Head duly signed and stamped)

To

Dy. Gen. Manager – PPMM
AI Engineering Services Limited
Avionics Complex
IGI Airport
New Delhi - 110037

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

1. That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
2. That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of AI Engineering Services Limited for minimum period of One year or up to 3 years from the date of committing such breach.

Authorized Signatory

Signature of Signatory _____

Name of Signatory _____

Seal of company

Place: _____

Date: _____