



DISCLAIMER

The information contained in this tender document (hereinafter referred to as “**Tender**”) or / and any information pertaining to the aforesaid subject matter provided subsequently to the applicants / bidders (“**Applicants/ Bidders/ Tenderers**”) in any form by AI Engineering Services Limited (“**AIESL**”) shall be subject to the terms and conditions to which such information is provided, contained herein and any other terms and conditions contained herein or any other terms and conditions as may be prescribed by AIESL.

The purpose of this Tender is to provide all Bidders with the information that may be useful to them in the formulation of their proposals/ bids (“**Bid(s)**” or “**Proposal(s)**”) in response to this Tender. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AIESL do not purport to contain all / exhaustive information on the aforesaid subject matter that each Bidder may require for the purposes of submitting their Bids.

The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this Tender and shall obtain independent advice from appropriate sources.

The information provided in this Tender to the Bidder is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. 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 caused / arising from reliance of any Bidder upon the statements contained in this Tender.

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, from time to time till opening of the Bids (both technical or financial).

The Tender 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 Bids without assigning any reason at any time.

The Bidder shall bear any and all its costs associated with or relating to the preparation & submission of its 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 Bid. 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 or submission of the proposal, regardless of the conduct or outcome of the bid selection process as contained herein.



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NOTICE INVITING BIDS TO THE TENDER

TENDER NO (Enquiry Ref: AIESL/NAG/SEZCONSULTANT/2023/01) DATED (29.04.2023)

From:

AI Engineering Services Limited
Sector 9, Plot No 1,
MIHAN SEZ,
Nagpur – 441108.

To

All Prospective Bidders,

Sub: Tender for contract for appointing an expertized SEZ consultant & for its support services for AI Engineering Services Limited at MRO Nagpur.

1. AI Engineering Services Limited (hereinafter referred as AIESL), invites responses (Bids/ Proposals) from eligible, reputed and competent organizations of the nature specified herein below and those who meet the minimum eligibility and evaluation criteria, as specified in this **TENDER NO** (Enquiry Ref: AIESL/NAG/SEZCONSULTANT/2023/01) **DATED** (29.04.2023) for appointing an expertized SEZ consultant & for its support services for AI Engineering Services Limited at MRO Nagpur.
2. The complete Tender document shall be published on website of www.aiesl.in (<https://www.aiesl.in/Tender.aspx>) on 29.04.2023 for the purpose of downloading. Any subsequent clarifications will be shared on email ids provided by the organizations/ individuals who are participating in the Tender.
3. A successful bidder will be selected based on the criteria described in this Tender.
4. Bidders are advised to study this Tender document carefully, before submitting their Bids, in response to the Tender Notice. Submission of a Proposal in response to this Notice shall be deemed to have been done after careful study and examination of this Tender document with full understanding of its terms, conditions, and implications.
5. AIESL may, in its sole discretion, extend the due date and time for submission of Bids by issuing an addendum / corrigendum to that effect, in which case all rights and obligations of the Bidders previously subject to the original due date and time for submission of Bids will thereafter be subject to the due date and time so extended.
6. Amendments, corrigendum, clarifications if any, and any extensions of the due date and time of opening of the Bids, as per the discretion and requirements of AIESL, will be intimated and hosted only on the web site of AIESL (www.aiesl.in). No separate NIT (Notice Inviting Tender) would be published in newspapers / print media which may please be noted. It is the Bidders' responsibility to visit the said website regularly for the aforesaid updates / extensions as necessary.
7. All rights to accept or reject any or all Bids are reserved with AIESL.

Thanks & Regards,

AIESL



Enquiry AIESL/NAG/SEZCONSULTANT/2023/01

Date: 29/04/2023

SCHEDULE I - SUMMARY OF BIDDING INFORMATION/ DATA SHEET

TENDER REF NO (AIESL/NAG/SEZCONSULTANT/2023/01) DATED (29.04.2023) FOR CONTRACT AT APPOINTING AN EXPERTIZED SEZ CONSULTANT & FOR ITS SUPPORT SERVICES FOR AI ENGINEERING SERVICES LIMITED AT MRO NAGPUR.

SI No	Particulars	Date and time	
1.	Name of the Works	TENDER REF NO (AIESL/NAG/SEZCONSULTANT/2023/01) DATED (29.04.2023) for contract at appointing an expertized SEZ consultant & for its support services for AI Engineering Services Limited at MRO Nagpur.	
2.	Earnest Money Deposit (EMD)	₹ 60,000 (Rupees Sixty thousand only)	
3.	Date & time of release of Bid	29.04.2023 & 10:00:00	
4.	Date & Time of Pre-bid meeting	10.05.2023 & 11:30:00	
5.	Date & time of Bid submission of physical copies of Bids	Start Date & Time	End Date & Time
6.	("Due Date of Submission of Bid")	29.04.2023 & 10:00:00	20.05.2023 & 11:00:00
7.	Date & time of Technical Bid Opening	22.05.2023 & 11:00:00	
8.	Date, time and place of opening of Price Bid	To be informed to the qualified Bidders Only	
9.	Validity of Bids upto	120 days from (18.09.2023)	
10.	Communication Office/ Officer	Office of GM Engg - AI Engineering Services Limited, Plot No 1, Sector 9, SEZ, MIHAN, Nagpur – 441108.	
11.	Tender fee (bidding document fee)	Not Applicable	

*It is hereby clarified that after finalization of the proposed contract ("Contract"), the details of the successful bidder ("Successful Bidder") shall be displayed in AIESL web site. If any of the days specified above happens to be a holiday in AIESL, the next working day shall be implied.



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SCHEDULE II - INTRODUCTION AND GENERAL DETAILS OF THE TENDER

1. INTRODUCTION:

- 1.1 **AIESL:** AI Engineering Services Limited, is a DGCA approved MRO Set up in India that can serve as a one-stop-shop for all engineering requirements at major Airports with pan India footprint i.e. Delhi, Mumbai, Hyderabad, Thiruvananthapuram, Kolkata, Nagpur etc. owned by the Government of India under administrative control of Ministry of Civil Aviation. It has its registered office at AIESL, 2nd Floor, CRA, Building, Safdarjung, Airport Complex, New Delhi – 110003, India. AIESL has been incorporated under Indian Companies Act 1956. Our Facilities includes Hangar Facility, Line and Base Maintenance, Engine Overhaul, Avionics Accessories shops and components shops, Structural Repairs, Cabin and seat Repair Facility, Landing Gear, Engineering Support Service and many specialized service. Our dedicated support team for AOG requests provides highly coordinated troubleshooting and engineering support round the clock.
- 1.2 **MIHAN SEZ:** MIHAN SEZ Nagpur has a very strategic location, as it is located at the geometrical center of the country and is easily accessible by road, rail and air. This is the only multi product Special Economic Zone which is adjacent to an existing international airport. MIHAN SEZ has already become operational, and is spread over an area of more than 1382 Ha. A number of leading companies Like AIESL, DRAL, TRDS, Infosys, TCS, WIPRO, Tech Mahindra, HCL etc have taken land for their centers, MIHAN SEZ is a platform for export oriented companies, is a multi-product SEZ, to boasts off quality infrastructure, telecom system using optic fiber cable, water supply - both potable and for other uses, storm water drainage, sewage etc. The space is extremely useful for service and exporting companies because of the location and infrastructure benefits provided in MIHAN. Due to the development of MIHAN, the whole region around Nagpur is expected to witness a boost in economic activity and will also attract qualified and skilled talent form Maharashtra, rest of India as well as abroad.

2. PURPOSE OF TENDER

AI Engineering Services Limited (AIESL) Nagpur being located at MIHAN SEZ is floating the Tender to enter into a service contract with capable agency/bidder/ party who is meant exclusively in the field of SEZ advisory, right from SEZ approvals, compliances, guiding the SEZ unit to achieve positive Net Foreign Exchange, taking active participation in policy formulation, amendment of SEZ rules, policy drafting in coordination with Central and State Government authorities & operational services like processes to be followed for material movement includes TRC generation & closures, act as a CHA(Customs Housing Agent) includes EXIM services such as generation & amendments of Bill of entry, Shipping Bill for export and closures, inbound and outbound materials movement coming from Bonded warehouse to SEZ and vice versa, international exports and imports, DTAP/ DTAS clearances from customs, RCMC registration/ renewal, SIMS, NFIMS, all, SEIS/MEIS etc.



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3. DEFINITIONS AND INSTRUCTIONS TO TENDERERS:

In this Tender, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

- 3.1 “**Applicable Law**” means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, and applicable to the Tender.
- 3.2 “**Bid**”/”**Proposals**” means the proposals submitted by the Bidder(s) in response to this Tender in accordance with the provisions hereof including, Technical Bid and Price Bid along with all other documents forming part and in support thereof.
- 3.3 “**Agency/Bidder/Consultant/Party/Tenderer**” means eligible entity who submits the Bid under this Tender within the stipulated time for submission of Bids.
- 3.4 “**Company**” shall mean AIESL and its assignees and successors.
- 3.5 “**Contract/Agreement**” shall mean the agreement entered into between AIESL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- 3.6 “**Days**” means working days of AIESL.
- 3.7 “**L-1 Bidder**” means the Bidder with lowest quote.
- 3.8 “**Services**” shall mean the product and / or services referred to under **ANNEXURE A (Scope of Work for SEZ Consultant)**.
- 3.9 “**Successful Bidder/Tenderer**” shall mean the Bidder whose Technical Bid and Price Bid has been accepted by AIESL and to whom Contract is awarded by issue of Letter of Intent (*defined hereunder*) by AIESL.
- 3.10 “**Term**” of the Contract shall be two (02) years commencing from (Month of June 2023)
- 3.11 Any other term(s), not defined herein above but defined elsewhere in this Tender shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.



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4. GENERAL INSTRUCTIONS:

- 4.1 AIESL may delegate the day to day administration of this Tender to persons, designated by it, in MRO, Nagpur.
- 4.2 The Bidder having franchisee / sister concern arrangement can offer only one quote on behalf of all concerns under that arrangement. If the Bidder is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the AIESL for the fulfillment of the provisions of the Tender and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the AIESL.
- 4.3 It is further clarified that any individual signing the Tender or other documents in connection with the Tender must certify whether he / she signs it as:
- A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
 - 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 shall be signed by all the Partners.
 - Constituted attorney of the firm, if it is a Company.
 - Authorized signatory of the firm.
 - The designated lead party in case of joint venture, consortium, or association.
- 4.4 Submission of Tender form does not necessarily mean that the Tenderer is an eligible Party.
- 4.5 Any company blacklisted by AIESL or its subsidiaries for any term as may be specified at the time of black listing, is prohibited from participating in this Tender.
- 4.6 The intending Tenderer **shall visit the site at their own cost and make them thoroughly acquainted with all the information necessary including contingencies, risks** and other information so as to enable them to prepare a proper Bid against this Tender.
- 4.7 The Bid shall be prepared by the "Sole Bidder" and shall be sent to MRO, Nagpur directly. AIESL reserves the right to reject offers made by intermediaries / representatives.
- 4.8 The near relatives of employees of AIESL and its subsidiaries are prohibited from participation in this Tender. Near relatives are defined as:
- Members of Hindu undivided family.
 - Their husband or wife
 - Relatives in the manner as father, mother, son(s), son's wife, daughter(s), Daughter's husband, brothers, brother's wife, sister and sister's husband.



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5. ZERO DEVIATION:

Bidders are advised to quote strictly as per terms and conditions of Tender document and not to stipulate any deviation / exceptions / conditions. This is a zero deviation Tender.

Bidders to note that deviating from the following clauses of Tender documents shall lead to rejection of their Bids:

- a. Scope of Work
- b. EMD
- c. Performance Bank Guarantee/ Security Deposit
- d. Terms and conditions of the Contract
- e. Period of validity of Bid
- f. Guarantee of work / Services / equipment/ / Contract
- g. Arbitration / resolution of dispute
- h. Force Majeure
- i. Statutory compliance to Applicable Laws
- j. All the pages of the Tender must be mandatorily signed and stamped by the authorized signatory and along with the supporting documents as asked in the Technical Bid.
- k. Any other condition specifically mentioned in the Tender documents elsewhere that non-compliance of the clause shall lead to rejection of the Bid.

6. Earnest Money Deposit: The Tenderer shall furnish along with Technical Bid, Earnest Money (refundable) of ₹60,000/- (Rupees Sixty Thousand only) in the form of ECS/ NEFT/IMPS directly to the account of “AI Engineering Services Limited” payable to HDFC Account number 01020330001468/ IFSC Code HDFC0000102/ Baug Dharampeth Extn branch at Nagpur on or before submission date 20.05.2023 at 11:00:00 hrs.

- a) Tenders received with lesser EMD shall be rejected.
- b) Tenders received without EMD shall be summarily rejected (other than parties meeting the exemption criteria as per clause number 7 specified on this tender, MSME/ NSIC/ SSCI Exemption.
- c) EMD so deposited shall not carry any interest.
- d) In case, the successful Tenderer refuses to accept the LOI /Work Order/Service Level Agreement or fails to abide by any terms of the Tender / fails to commence the work within the stipulated time, the EMD of such successful bidder shall be forfeited.
- e) In case of a successful Tenderer, EMD can be adjusted against Security Deposit / Performance Guarantee, and difference, if any, shall be paid to the other by either party.
- f) In case of technically disqualified Tenderer, EMD shall be refunded without interest, after the opening of the Price Bids. In the case of unsuccessful Tenderers who do not qualify in the Price Bid, EMD shall be refunded by AIESL without interest, within a reasonable period after finalization of the Tender and acceptance of the LOI by the successful Tenderer.
- g) EMD shall be forfeited in case the party withdraws its Tender offer at any stage of the Tender process.
- h) EMD shall continue to be in full force and effect till the time that the security deposit is provided by the successful Tenderers to AIESL.



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7. Security Deposit / Performance Guarantee:

- i. The successful Tenderer, on award of LOI/Work Order shall deposit, and continue to maintain for the entire period of Contract plus three months thereafter, a sum equivalent to 5% of the annual value of Contract as estimated by AIESL, an unconditional and irrevocable Security Deposit/ Performance Guarantee in the form of ECS/NEFT/Demand Draft/Pay Order/Bank Guarantee from a Scheduled/ Nationalized Bank within 15 days from the date of acceptance of LOI.
- ii. The Security Deposit/ Performance Guarantee have to be deposited prior to the time of commencement of the works.
- iii. In case, Security Deposit/Performance Guarantee is not deposited in time, the bills shall not be processed for payment till the security deposit is made good.
- iv. In case of breach of Contract or violation of any terms of the Contract the Security Deposit/Performance Guarantee shall be forfeited/bank guarantee be invoked.
- v. Such Security Deposit/Performance Guarantee shall not bear any interest, and shall be refunded without interest only on successful completion of the awarded work and on fulfilling of all Contractual obligations after a claim period of 3 months.
- vi. In case of Bank guarantee the validity shall be to full validity period plus 3 months, the same shall be returned after successful completion of the contract and on fulfilling of all Contractual obligations after the claim period of three months.
- vii. Intentionally blank
- viii. Intentionally blank
- ix. In case of partial or total encashment of Security Deposit by AIESL, the Successful Tenderer shall reinstate the Security Deposit to its original level within 10 days, failing which the Contract may be terminated by AI Engineering Services Ltd. in its sole discretion.

8. MSME/ NSIC/ SSCI Exemption:

- i. Such firms are required to provide an attested copy of the Certificate of Registration with NSIC / SSI/ Udyog Aadhar/ MSME/ Startup. Benefits would be given to MSME as per GoI guidelines prevailing on the date of opening the Tender.
- ii. The registration certificate issued from any one of the above agencies must be valid as on Due Date of Submission of Bid. The Successful Bidder should ensure that the same is valid till the end of the Contract Term.
- iii. AIESL reserves the right to allow preference to SSI / NSIC/ Udyog Aadhar/ MSME registered firms or Public Sector Undertakings as admissible under the prevailing policy of Govt. of India. However this being a service Contract, the preference shall be allowed to MSME firms subject to matching the L1 rate, when the price offered by MSME is higher than L1 but within the range of L1 +15%.

1. Bidder(s) are advised to quote strictly as per the terms and conditions of the Tender documents and **not to stipulate any deviations / exceptions / inclusions**. Once quoted, the Bidder shall not make any subsequent price change after Due Date of Submission of Bid. Price changes through any other mode shall render the Bid liable for rejection and if indicated with the word **negotiable** shall also be as well summarily rejected. Subsequent to Bid submission, AIESL shall not seek confirmations / clarifications / documents and any Bid(s) not in line with Tender conditions shall be liable for rejection. Bidders are requested to go

I /We agree to comply with all terms and conditions
Signature and Stamp of Bidder



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through all the clauses of this Tender carefully and then submit the documents / confirmations strictly as per the check list enclosed in **ANNEXURE - I** the Tender document.

AIESL reserves the right to accept or reject any or all Bids without assigning any reason, whatsoever.

AIESL reserves the right to allow with preference to SSI / NSIC registered firms or Public Sector Undertakings / Startups as admissible under the prevailing policy of Govt. of India.

- a) The following requirements **shall be strictly complied** by the Tenderer:
- b) Tenderer shall initial all the corrections if any.
- c) Tenderer shall number, sign and stamp all pages of the Tender document and all the enclosures accompanying the tender document before submission of the tender.
- d) The Bid shall be accompanied by a certified true copy of the power of attorney.
- e) Bidders or their authorized representatives would be permitted to attend the opening of the Bids. The representatives must carry a letter of authority from the authorized signatory of Bidder, or any other valid document, authorizing them to attend the Bid opening, failing which they will not be permitted to participate in this process. The name(s) of the representative(s) shall also preferably be directly sent to AIESL 3 working days before the date of opening of the Bids by e-mail, as under: Name: Mr. Sunil Arora, Email: (sunil.arora@aiesl.in).
- f) Tenderer shall give the official mailing address, email id and fax numbers to which all correspondences shall be sent by AIESL. Also if address is changed, the same shall be intimated to AIESL immediately.
- g) The Tenderer shall quote in figures as well as in words, the rate and amount. The language for filling Tender documents shall be in English. The amount for each item shall be marked out with the requisite total.
- h) When there is a difference between the rates in figures and in words, the rates which correspond to the amount worked out by the Tenderer, shall be taken correct.
- i) When the amount of any item is not worked out by the Tenderer or it does not correspond to the rate written either in figure or in word, then the rate quoted by the Tenderer in words shall be taken as correct.
- j) When the rate quoted by the Tenderer in figures and in words tallies but the amount is not worked out correctly, rate quoted by the Tenderer shall be taken as correct and not the amount.
- k) All rates shall be quoted on the proper form of the Tender alone. Special care shall be taken to write the rates and amount in figures as well as in words. The total amounts shall be written in figure. In case of figures the words "Rs." shall be written before the figures of Rupees and words "Paise" after the decimal figures, e.g. Rs.2.15 Paise 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.
- l) When the rates indicated in figures and words differ the rates indicated in words shall be taken valid.
- m) Any notice by one party to the other pursuant to the submissions to the Bid shall be sent in writing to the address specified for that purpose in the Tender / Bid submissions.
- n) Amendments and Extensions, if any, to this Tender will be hosted on the 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 Bids.

I /We agree to comply with all terms and conditions
Signature and Stamp of Bidder



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9. **PRE-BID MEETING:** To attend the pre-bid meeting, the interested bidders shall communicate the names & share the valid email id of their representative by email to sunil.arora@aiesl.in within 2 days before the pre-bid meet scheduled date 10th May 2023 at 11:30 Hrs. An online link shall be sent to attend the pre-bid meeting.

10. **BID SUBMISSION:**

Mode and method for Submission of Bids:

The Bidders should submit their Bids in two (02) sealed envelopes, one for the Technical Bid and one for the Price Bid.

Envelope 1-The Technical Bid (ANNEXURE – D) need to be submitted in a separate sealed envelope superscripting the enquiry reference **AIESL/NAG/SEZCONSULTANT/2023/01** **Date: 29/04/2023**

Technical bid in bold letters with Bidder's name, **in bold letters** with Bidder's name and addressed to GM Engg, AIESL MRO, Plot No 1, Sector 9, MIHAN SEZ, Nagpur 441108.

Envelope 2- The Price Bid (ANNEXURE – E) need to be submitted in a separate sealed envelope superscripting the enquiry reference **AIESL/NAG/SEZCONSULTANT/2023/01** **Date: 29/04/2023**

Price bid in bold letters with Bidder's name, **in bold letters** with Bidder's name and addressed to GM Engg, AIESL MRO, Plot No 1, Sector 9, MIHAN SEZ, Nagpur 441108.

These two sealed/closed envelopes may further be put in a single bigger envelope called the **Master envelope** which should also be sealed/ closed and should also be super-scribed with the tender number, due date and time, vendor name, contact details etc.

The Master envelope shall be submitted at the above address in person or by post / courier so as to reach up to **20/05/2023, 11:00:00 hrs (IST)**.

- Tender documents sent through Post or Courier shall be at the risk of the Tenderer and AIESL shall not be responsible for any loss or non-receipt of the Tender documents in time.
- Tenders received after due date / time shall not be entertained / considered.
- 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. 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.

11. **DUE /DATE AND TIME FOR SUBMISSION, OPENING AND VALIDITY OF BID**

(1) Last / Due Date and Time of Submission of Bid:

(i) Due Date and Time of Submission of Bid is up to 20/05/2023, 11:00:00 hrs (IST) in the Office of the GM - Engg, AIESL MRO, Plot No 1, Sector 9, MIHAN SEZ, Nagpur 441108.

(2) Date of opening of the Bid:

(i) Opening of Bid at the above address on 22/05/2023, 11:00:00 hrs (IST), interested parties / authorized representative shall participate, carrying due identity proof or letter signed and stamped by the authorized signatory.

(ii) On the date of opening of Bid only the Technical Bids will be opened. The Price Bids of only those Bidders who are qualified after the evaluation of Technical Bids would be opened. Date of opening of Price Bid will be intimated to such qualified Bidders. The lowest evaluated Price Bid i.e. the L-1 Bidder, would be adjudged as the Successful Bidder to whom the Contract would be awarded.

(3) Validity of Bid: The validity of the Bid shall be for 120 (one hundred and twenty days). Any Bid whose validity is less than the said period 120 (One hundred and twenty) days shall be summarily rejected.



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12. PRICING:

- i. As it is not the general norm for AIESL to carry out price negotiations following evaluation of the Price Bids, the Tenderer are advised to submit their best quotes in response to this Tender. AIESL however, reserves the right to carry out negotiations in exceptional cases with the Tenderer who has been evaluated by AIESL as having offered the lowest price in response to the Tender.
 - ii. The price offered/agreed should remain firm till the completion of the Contract and subject to the terms of the Tender/Contract.
 - iii. 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.
 - iv. 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.
 - v. 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.

13. FALL CLAUSE:

The prices charged for the Services supplied under the Contract should under no event be higher than lowest prices at which the Successful Bidder provides the service of identical work scope / description to any other Airlines / Govt. organization/ PSU's / Central Govt. / State Govt. Autonomous bodies/ Central/ State Universities/ Central/ State Institutions during the period of Contract failing which the "FALL CLAUSE" will be applicable. In case, if the price charged by the Successful Bidder is more, the Successful Bidder will provide an Undertaking providing AIESL to exercise the right to recover the excess charged amount from the subsequent/unpaid bills.

14. Letter of Intent:

- i. The Contract shall be awarded to the Successful Bidder vide the Letter of Intent ("LOI") issued by AIESL, based on the evaluation of the Technical and Price Bids by AIESL.
- ii. Further the Successful Bidder shall be required to fulfill the following:
- iii. The Successful Bidder (L1 Bidder) has to convey acknowledgement of LOI within Seven (7) days of receipt of the LOI.
- iv. The Successful Bidder has to execute the Contract, within forty five (45) days after acknowledgement of LOI. Two copies of the said Contract in original are to be executed. One shall be retained by AIESL and one by the Successful Bidder.
- v. The Successful Bidder shall commence the Services mentioned herein within the period stated herein.
- vi. In case the Successful Bidder withdraws, fails to execute the Contract, or commence the Services within the period mentioned hereunder, AIESL reserves the right to award the Contract to the next qualifying successful bidder or re-tender, at its sole discretion and at the cost of such Successful Bidder who fails to



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- withdraws, execute the Contract or fails to commence the Services within the stipulated period.
- vii. The Contract will be finalized by the duly authorized officials of AIESL, as per the terms and conditions stated herein and will be given to the Successful Bidder for its signature.

15. GROUNDS FOR REJECTION OF BIDS/ DISQUALIFICATION OF BIDS:

The Bids are liable to be rejected forthwith i.e. without being evaluated, on the following grounds:

- a. If the Bid has been received after the Due Date / Time of Submission of the Bid.
- b. If only the Technical Bid has been received and the Price Bid has not been received, or vice versa.
- c. If the Bid (whether Technical or Price) has been received in open envelop, in e-mail or fax
- d. If the Bid has not been signed by the authorized signatory of the Tenderer.
- e. If Tenderer's response is not received in sealed condition and if the Bids are not deposited in the tender-box at the designated address as mentioned in the Tender document.
- f. 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.
- g. If the price indicated in the Price Bid is conditional, or if the Price Bid is not submitted in accordance with ANNEXURE-E hereto.
- h. If the information given in response to the Tender is incomplete, incorrect, ambiguous, without requisite supporting documents, unverified, unattested and/or submission of illegible copies or unexplained materials and/or bids not received as per the desired formats & bidding instructions.
- i. If the price indication has been provided in the Technical Bid.
- j. If the Bid is not presented neatly and corrections if any are not duly authenticated with full authorized signatures of the person who has signed the Bid document,
- k. If the Bid has been received without the Undertaking of acceptance of all terms & conditions in the manner provided in ANNEXURE-G hereto.
- l. If the Bid (Technical/Financial) is incomplete.
- m. In case the Bidder being an MSE unit as specified in this Tender, fails to submit a copy of the relevant MSE certificate along with the Technical Bid.
- n. If any legal, financial or technical adviser of AIESL in relation to the Tender is engaged by the Bidder, its member or any associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender during the Tender Process or subsequent to the award of the Contract. In such event, notwithstanding anything to the contrary contained herein or in Contract, AIESL shall have the right to reject the Bid/ terminate the Contract (whichever the case maybe), without being liable in any manner whatsoever to the Successful Bidder for the same.
- o. The above list is only illustrative, there can be other relevant grounds of rejection of Bids and any other reasons as AIESL may deem fit.

AIESL, in its sole discretion and without incurring any obligation or liability, in case of any of the above events, reserves the right, at any time, to;



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- 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 in order 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 any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

It is hereby clarified that 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.

16. Disqualifications criteria:

Any Bidder and / or any of its director/s, who has been blacklisted or debarred from participating in any tender either by any Government agency or Corporation or any Public Sector Undertaking (in India or elsewhere) shall not be allowed to participate in the Tender.

Further Bidders are subject to be disqualified if Bidder or any of its constituent partners/directors (as applicable) have:

- i. Made misleading or false representation in the forms, statements, and attachments submitted which was/were discovered at any point either after the submission of the Bid or on/ before opening of the Bids or during the Bid evaluation process; or records of poor performance since the time of its incorporation, as on the date of submission of Bid such as abandoning the work, rescinding of any contract for which the reasons are attributable to the non-performance of the Bidder, inordinate delays in completion, any history of litigation / arbitration awarded against the Bidder/Tenderer or any of its constituents or financial failure due to bankruptcy etc.
- ii. Been debarred by AIESL or its affiliates as on the date of submission of the Bid.
- iii. any outstanding legal dispute or arbitration proceedings with AIESL or its subsidiaries
- iv. A Bidder who submits more than one Bid will cause all the Bids with such Bidder's participation to disqualify.
- v. In addition to the above, AIESL shall be entitled to:
 - A. reject the Bid for award of the Contract; or
 - B. If the above mentioned disqualification grounds come to the knowledge of AIESL after award of Contract, then in such cases, rescind the Contract forthwith of such Bidder and shall blacklist the Bidder from participating in any tender issued by AIESL, without being liable in any manner whatsoever to the Bidder if AIESL determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practice in the Tender

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Signature and Stamp of Bidder



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process.

In addition to the above-mentioned remedies which AIESL shall have, AIESL shall declare the said Bidder ineligible and blacklist such Bidder for a period of at least 2 (two) years.

AIESL defines, for the purposes of this provision, the terms set forth below as follows;

i. “corrupt practice” means

- a. offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process or
- b. save and except as permitted engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement / Work Order as the case may be any person in respect of any matter relating to the contract or the LOI or the Agreement /Work Order who at any time has been or is a legal, financial or technical advisor of the Company in relation to any matter concerning the Contract of anything of value to influence the action of a public official in the procurement process or in contract execution;

ii. “Fraudulent practice” means a misrepresentation/ omission/ suppression/ disclosure of incomplete facts in order to influence the tendering process. Forging in order 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 the AIESL of the benefits of free, fair and open competition.

iii. “Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person’s participation or action in the tendering process.

iv. “Undesirable Practice” means

- a. establishing contact with any person connected with or employed or engaged by the Company with the objective of canvassing, lobbying or in any manner influencing or
- b. attempting to influence the tendering process or
- c. Having a conflict of interest.

v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders/prospective Service Providers with the objective of restricting or manipulating a full and fair competition in the Tendering Process.

1. Shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent and other practices mentioned above in competing for the contract in question

2. Shall declare a firm ineligible and put on holiday, either indefinitely or for a stated period of time if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

3. Shall rescind the contract in case of successful bidder with immediate effect adopting fraudulent/ forgery/ corrupt practices during the currency of the contract.

17. ERRANT BIDDERS:

In case after Price Bid opening the lowest evaluated Bidder (L1) is not awarded the job for any mistake committed by them in bidding or withdrawal of Bid or varying any term in regard thereof leading to re-tendering, such Bidder shall be debarred from participation in re-tendering of the same job(s) as well as against any tender for any service sought by AIESL or its subsidiaries at all locations.



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ANNEXURE A – Scope of Work for SEZ Consultant

Tender for contract for appointing an expertized SEZ consultant & for its support services for AI Engineering Services Limited at MRO Nagpur.

1. Scope of Services:

The Agency/bidder/ party have to undertake the following Scope of Services on behalf of AIESL at MIHAN SEZ Port (these are indicative and not limited to):

- To execute all the compliances as SEZ Developer in respect of SEZ Act and Rules (it includes services of SEZ management, SEZ operational activities, Exemption certificates, Inventory & Records management, Periodical returns for exemptions, Import clearance – at Sea, Air, goods transfer inter unit/zones/ SEZ/EOU, DTApurchase & its Excise duty exemption, de-bonding of goods, re-export of goods, etc). Also to provide advisory services for stake holders, prospective units, Co-developer on behalf of AIESL to support and to onboard in MIHAN, SEZ.
- The activities to be rendered by the Agency to the Prospective Clients/End User/Unit Holder/Co Developers and any other stake holders to be delivered to the utmost satisfaction of the MIHAN Port Management without any exception. In case of any disagreement, the MIHAN Port Management decisions are final and should be adhered to by the Agency.

2. Terms of Reference (ToR):

The Agency/ bidder/ party is required to support the execution with onsite and backend team for following activities as part of SEZ, GST, Customs, Ministry, financial accounting compliances in respect of AIESL SEZ as developer (these are indicative and not limited to),

- i. All Development Commissioner Office / Ministry of C& I / GST/Customs relevant authorities related liaison for pursuing AIESL SEZ issues and submissions,
- ii. Services of SEZ management, SEZ operational activities,
- iii. Exemption certificates, Inventory & Records management,
- iv. Periodical returns for exemptions,
Import clearance – at Sea, Air, goods transfer inter unit/zones/ SEZ/EOU,
- v. DTA procurement & its Excise duty exemption,
- vi. De-bonding of goods,
- vii. Re-export of goods, etc.
- viii. Matters related to Customs and excise if any,

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- ix. Support for SEZ online portal, GST compliance, EPCES formalities, routine online updation also any other relevant compliance if any.
- x. Advisory to potential investors for clarity on their proposal for AIESL SEZ and guidance on the process of SEZ compliance after on boarding (the actual processing of application with Development Commissioner office is the sole responsibility of the respective unit / Co developer itself, (the Agency cannot take up such assignment to avoid conflict of interest)
- xi. Accounting and Recording of transactions including setting up of accounting system and requisite framework – to provide data support for various compliances
- xii. Preparation of Monthly MIS & Financial Statements including Audit support and coordination for financial statements on quarterly and Annual basis, annual Tax Audit Report
- xiii. To assist and handle all AIESL-SEZ related approvals from Development Commissioner office, SEZ, Customs, MOC&I w.r.t. SEZ Act and Rules for AIESL-SEZ as and when required;
- xiv. To oversee all SEZ related compliances and ensure all compliances are done in time, Co-ordinate with internal departments for collection of requisite information, support the developer in delivery of its role of developer on day to day basis;
- xv. To represent AIESL SEZ as a developer before the Unit approval committee meeting/DC offices as and when required for various approvals and co-ordinate with external consultants, if any for securing requisite approvals;
- xvi. Providing advisory and opinion on various matters/issues time to time over phone, email and in writing or during face to face meeting to AIESL Team, Consultants, Investors, Unit Holders/ Co developer etc related to SEZ Act and Rules, Customs, GST and other related matters as discussed from time to time on behalf of AIESL-SEZ;
- xvii. Providing inputs and guidance on finalization of lease deed, user charges fixation, co- developer agreement etc from SEZ Act and Rules perspective as and when required;
- xviii. Review of all purchase orders, work orders, or contracts being entered into by AIESL- SEZ with various suppliers, so as to ensure maximum possible tax benefits are availed within the purview of relevant rules and regulations;
- xix. Guidance to the contractors, consultants, Other team members of AIESL for various SEZ Related transactions including procurement of goods or services under duty benefit, Resolving prospective investors queries, taking part in Pre-Bid meetings, Guidance for development of SEZ from SEZ Act and Rules perspective;
- xx. Providing assistance to and co-ordination with SEZ Custom officials for day to day material clearance activity at AIESL-SEZ on behalf of SEZ Developer and maintaining SEZ Gate and other necessary records;
- xxi. Handling Regular SEZ Compliances but not limited to:
- xxii. Monthly Progress Report;

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- xxiii. Quarterly Progress Report;
- xxiv. Utilization Report;
- xxv. Half-Yearly Progress Report.
- xxvi. Maintaining various records and registers as per SEZ Act and Rules for various types of material movement and services procurement such as Benefit Registers, Bond Registers for both goods and services, DTA Removal Registers, Job-work/Sub- contracting register etc or any other records as may be demanded by the officials from time to time or as per the requirement of SEZ Act and Rules;
- xxvii. To ensure all invoices are raised to tenants well in time and booking is done appropriately in accounts in co-ordination with statutory auditors and accounting team;
- xxviii. Handling Invoicing/Accounting activities for SEZ:
- xxix. In case of any special proposals, the appointed consultant shall submit the proposal to the Development Commissioner and get it placed before the Approval Committee for approval.
- xxx. On behalf of the SEZ unit the appointed SEZ Consultant shall advise the unit and ensure the positive net foreign exchange earning requirement for the SEZ unit as provided in rule 53 and advise the unit to avoid penal action under the provisions of the Foreign Trade (Development and Regulation) Act, 1992.
- xxxi. Review and scrutiny of all invoices raised by supplier/service provider onto AIESL-SEZ and preparation of scrutiny sheet in the prescribed format from finance perspective, follow up with vendors/Project department of AIESL-SEZ for obtaining revised and corrected invoice, providing confirmation on payment processing from SEZ Act and Rules, GST perspective to finance team;
- xxxii. Profile scrutiny and approval status report preparation and updating for all existing and new tenants so as to understand their eligibility to avail exemption on invoices from AIESL-SEZ side w.r.t. land premium and routine repair or maintenance or any other activity;
- xxxiii. Providing support and assistance to AIESL-SEZ Finance and accounting team for proper book keeping and file management w.r.t. Revenue and Expenses booking for AIESL- SEZ including updating of entries in accounting system under the guidance and supervision of AIESL-SEZ finance team;
- xxxiv. Raising invoices to tenants towards one time premium and routine maintenance activity by AIESL-SEZ or any other invoice as directed by AIESL-SEZ team;

3. Manpower deployment at site:

To achieve the tasks of the assignment the Agency/ Bidder/ Party has to deploy competent/Experienced professional staff at AIESL SEZ site office on need basis the type of manpower identified are (minimum to start with):

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Table – 3.1

S. No	Post	No. of personnel
1	SEZ compliance/Co-ordination professional having at least 3 years of SEZ compliance experience with Post graduation qualification in the relevant field, accounting and finance support in SEZ taxation and related compliances such as Customs Gate Entry, Assistance to Customs officer and AIESL regular SEZ compliance office works) proficient in Word, Excel, PowerPoint, email communication, Office procedures and relationship management.	1

The deployment of requisite qualified manpower is verified by AIESL prior to the inception of the work, the necessary documents to this effect of manpower for verification of qualification and experience need to be provided to AIESL within fortnight from the date of award.

The Agency is overall responsible for execution of the deliverables of each and every manpower deployed onsite and Agency own expertise to be provided to monitor daily coordination. As and when needed Agency/Bidder/ Party to provide all guidance and additional manpower to carry out the tasks. The addition / reduction of manpower on pro-rata basis can be included based on the work load as per AIESL during the consultancy period.

Apart from the onsite team, the Agency is expected to support the onsite team from backend experts of the Agency as and when required in order to achieve the stated objectives, also the presence of backend team to ensure at site as per AIESL need basis.

Note: For above professional persons the expenses need to be inclusively covered in the price bid.

Agency/ bidder/ party will provide these services through the deployment of competent personnel (details as briefed above) with the requisite tools (Computers, laptop, printers - color and B/W, scanners, related application software and stationery) at the AIESL SEZ site, also the backend experts will support execution of the deliverables in time bound manner. Agency will have to provide a vehicle to Project in charge for regular project related activities

- AIESL will make necessary space arrangements for the on-site team deployed by the Agency.
- The change of any manpower or addition of manpower to deploy need prior approval of AIESL.

4. Contract Duration

The period of this contract shall be Two Years (24 calendar months) from the time & date of commencement of work as indicated in the LOA/WO and extendable by One year (extension shall be discrete decision of AIESL Management).

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Signature and Stamp of Bidder



5. Key points to consider:

5.1 Rights to the Contents of the Proposal

For all the proposals received before the last date and time of proposal submission, the proposals and accompanying documentation of the qualification proposal will become the property of AIESL and will not be returned after opening of the qualification proposal. AIESL is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the Consultant(s). AIESL shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

5.2 Acknowledgement of Understanding of Terms

By submitting a proposal, each Consultant shall be deemed to acknowledge that it has carefully read all sections of this Tender, including all forms, schedules and annexures hereto, and has fully informed itself as to all existing conditions and limitations.

5.3 Evaluation of proposals

The Bidder’s proposal will be evaluated as per the requirements specified in the Tender and the qualification criteria spelt out in this Tender. The Bidder is required to submit all required documentation in support of the qualification criteria specified in the Tender. AIESL will constitute a Committee to monitor the progress/ completion of assignment.

6. Detailed Work scopes to be accomplished:

6.1 Handling SEZ compliances and advisory services;

Job Responsibilities: As per below scope of work mentioned in point P, Q, R, S.

P	<u>SEZ Management consultancy Services</u>
P1	<u>Review of contract/transaction for construction & procurement of goods & services;</u>
P2	Preparing draft replies of letters to Approval Committee/Customs for any issues;
P3	To provide amendments if any to current by laws, notifications and its relevant impact;
P4	Co-ordination with SEZ Online team for resolutions of all issues related to SEZ Online including dealing with respective officials;
P5	Obtaining any other approval/permissions from Authorized Officer/Specified Officer/DC office as and when required such as renewal of LOA/Temporary extension, Broad Banding of items of Authorized Operations etc.
P6	Preparation of application of List of services required for authorized operations, submission of the same to DC office, arranging for inclusion of the same in UAC meeting and arranging approval of the same as and when required.



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Q	SEZ Operational Consultancy Services
Q1	Implementation of management decision with regards to SEZ structure;
Q2	Co-ordination with vendor/purchase department and logistics department for scheduling of material and to ensure smooth flow of transactions;
Q3	Arranging Signatures on ID Cards from SEZ Customs/DC Office for authorized employees of SEZ;
Q4	Clearance of Goods under No benefit and intimation to customs for the same;
Q5	Preparation of challan for Temporary removal of material for repairs, replacement, testing, calibration etc. and getting removal permission from SEZ and closure of the TRC.

R	Inventory and Records Management
R1	Maintenance of Registers and Records of Duty Paid; temporary removal challan TRC-Out & TRC-In.
R2	Duty free import from foreign country or from other SEZ, EOU, STP, EHTP;
R3	Maintaining records for IGST exempted goods or services;
R4	Maintaining record for DTA removal including scrap and DTA Sale;
R5	Maintaining Bond Register;
R6	Retrieving the record of Temporary Removal outward and inward register.

S	Periodical Returns for Exemption
S1	Preparation of APR as per SEZ Rules through SEZ online system and submission of the same to DC office. (CA certificate has to be arranged by AIESL).
S2	Preparation of MPR reports through SEZ online every month with inputs from AIESL team and submission online.

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Signature and Stamp of Bidder



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6.2 Import Clearance at SEZ/Zone to Zone Transfer/Bonded warehouse to SEZ/100% EOU- Transaction Basis:

S.No	Detailed Work Scope particulars of Import Clearance at SEZ/Zone to Zone Transfer/Bonded warehouse to SEZ/100% EOU- Transaction Basis:
1	Scrutiny of Documents like Invoice, PO, B/L (If applicable)
2	Filing of Bill of Entry (B/E) for Home consumption with Authorized Officer of Customs through SEZ Online
3	Noting and Assessment of Bill of entry through Authorized officer
4	After clearance of material from Port/Bonded warehouse/other SEZ etc, arranging for Inspection of Material by the Authorized Officer of Customs at SEZ
5	Endorsement of Re-warehousing on the Bill of Entry within 20 days

6.3 Import Clearance at Port for Air and Sea- Transaction basis:

S.No	Detailed Work Scope particulars of Import Clearance at Port for Air and Sea- Transaction basis
1	Clearance and Passed out permission from Port authorities w.r.t Bill of entry filed and assessed at SEZ
2	Bill of entry processing and handling charges
3	TP Cancellation and submission of RWC at Port/Airport through online within 20 days

6.4 DTA Procurement - Under IGST Exemption for goods- Transaction basis:

S.No	Detailed Work Scope particulars of DTA Procurement- Under IGST Exemption for goods- Transaction basis
1	Scrutiny of Documents like Invoice, PO and supporting documents of supplier i.e. Bond/LUT, if any
2	Filing of documents through SEZ Online system under DTA procurement module
3	Assisting in Inspection of Material by the Authorized Officer of the Customs
4	Obtaining Customs endorsement on Invoices for goods or services
5	Submission of endorsed Invoices to AIESL representative for handing over the same to supplier.

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6.5 DTA Procurement - Under IGST Exemption for services- Transactional Basis:

S.No	Detailed Work Scope particulars of DTA Procurement- Under IGST Exemption for services- Transactional Basis
1	Review of all service invoices, WOs etc (Subject to invoices sent by Client for review) w.r.t. services procured under Zero Rated Mechanism ;
2	Suggesting for changes, if any;
3	After receipt of revised invoices, checking the same and filing of DTA Procurement of Services form and updating the same in Bond register in soft copy;
4	Arriving at bond balance on a monthly basis and providing alert in the event of any shortfall in the bond;
5	Follow up and co-ordination for approval of DTA Services Procurement form from SEZ officials.

6.6 DTA Removal /Sale of Scrap/Destruction Permission Transaction basis:

S.No	Detailed Work Scope particulars of DTA Sale of Scrap/Destruction Permission
1	Service Charges for DTA sale permission from Specified officer, BOE preparation, verification of goods by Authorized Officer for removal into DTA.

6.7 De-bonding of Good Transaction basis:

S.No	Detailed Work Scope particulars of De-bonding of Goods
1	For De-bonding of Goods: Service Charges for De-bonding permission from Specified officer, Depreciation calculation, BOE preparation, verification of goods by Authorized Officer for removal into Domestic Tariff Area.

6.8 Export Services- Transaction basis:

S.No	Detailed Work Scope particulars of
1	Export/Re-Export of goods- Preparation of shipping Bill, assessment of the same and obtaining let export permission from SEZ Customs

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6.9 RCMC Registration/ Renewal Transaction Basis:

S.No	Particulars
1	Registration Cum Membership Certificate Registration/Renewal

Expenses towards statutory Charge (Supported by vouchers /bills of authorities):

S.No	Particulars
1	Custodian Charges (At Actuals as per receipt)
2	AAI/CONCOR Charges (Custodian) At Actuals as per receipt
3	Airfreight Charges / Delivery Order Fees At Actuals as per receipt
4	GST wherever applicable As Per Applicable Rates
5	EDI Charges/Toll/Challan At Actuals as per receipt
6	Loading and Unloading Charges and Transportation
7	Custom Duty/any other taxes/charges At actual as per receipt.

I /We agree to comply with all terms and conditions
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ANNEXURE-B

Minimum Qualification Criteria for Agency/ Bidder/ Party to qualify for financial bid opening:

Eligibility Criteria				
S.N o.	Eligibility Criteria	Total Marks	Break Up	Evaluation of Eligibility Criteria
(a)	Financial Criteria	20	10	Average annual turnover from SEZ Compliance/SEZ Related work of at least Rs. 1 Crores or part thereof in the last 3 years
			10	Average Net worth for last 3 years should be above 2 crores
(b)	Technical Criteria	80	5	Minimum Three (03) years of experience with SEZ compliances
			10	For every additional experience of One (1) years or more above minimum experience criteria 1 mark each (maximum up to 10 marks)
			10	Minimum Three(3) clients/ customers with SEZ (PAN India)
			15	Minimum Experience of Handling day to day MRO/ Aviation compliances, material clearance in SEZs of atleast 3 years
			10	SEZ experience with Government undertakings (Minimum 2 clients/ customers of Central Government SEZ/PSUs)
			10	Minimum 30 employees in the Bidding entity and Organization should mandatorily registered at company of incorporation as per 1956 Act, & should have the PF and ESIC registration
			20	Bidder Entity/Group/Sister concern should have CHA License in its name
(c)	Total (A+B)	100		

I /We agree to comply with all terms and conditions
Signature and Stamp of Bidder



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ANNEXURE-C

EVALUATION OF PROPOSAL

The technical proposals will be evaluated and marks will be awarded as per the criteria specified in technical bid format ANNEXURE-D. If the total of the Technical criteria score(x) of a bidder is less than 60 as per the scoring criteria mentioned in technical bid format – ANNEXURE-D, such bidders will not qualify for financial evaluation and financial bid of those disqualified bidders shall not be opened.

The marks obtained by each bidder shall be recorded and used to arrive at L1 as per the below sample calculations.

Particulars	Bidder 1	Bidder 2	Bidder 3	Result
Financial value(D)	700000	600000	650000	Bidder 2 will be the L1.
Marks obtained during Technical Evaluation(X)	90	75	65	

I /We agree to comply with all terms and conditions
Signature and Stamp of Bidder



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ANNEXURE – D

Technical & Financial Proposal Formats

TECHNICAL PROPOSAL Form –1 Technical Cover Letter

(To be submitted on the letterhead of the bidder)

From,

To,

General Manager,

AIESL, Plot No 1, Sector No 9,

MIHAN SEZ, Nagpur – 441108.

Ref: Tender Notification no:

Subject: Selection of Agency to support AIESL SEZ as developer for compliance of SEZ Act provisions and provide advisory services to stake holders of AIESL SEZ

Dear Sir,

1. Having examined the Tender document, we, the undersigned, herewith submit our proposal in response to your Tender Notification no for “**Selection of Agency to support AIESL SEZ as developer for compliance of SEZ Act provisions and provide advisory services to stake holders of AIESL SEZ**” in full conformity with the said Tender document.
2. We have read the provisions of the Tender document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. We agree to abide by this proposal, consisting of this letter, the detailed response to the Tender and all attachments, for a period of 120 days from the date of opening of financial proposals.
4. We hereby declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
5. We hereby declare that there is no conflict of interest in the services that we will be providing under this Tender.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
7. We understand AIESL are not bound to shortlist/accept any or all proposal received by them.
8. We hereby declare that information provided by us in respect of the eligibility criteria.

Our correspondence details with regards to this proposal are:

I /We agree to comply with all terms and conditions
Signature and Stamp of Bidder5



Enquiry AIESL/NAG/SEZCONSULTANT/2023/01

Date: 29/04/2023

Sr. No.	Information	Details
1	Name of responding Firm	
2	Address of Responding firm	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding the Tender	
4	Telephone No. of Contact Person	
5	Mobile No. of Contact Person	
7	Email Address of Contact Person	

We are enclosing details of our company in the format as given in Form 2.

We hereby declare that our proposal submitted in response to this Tender is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[FIRM'S NAME]

Name Title SignatureDate

Stamp of the Signatory

I /We agree to comply with all terms and conditions
Signature and Stamp of Bidder5



Enquiry AIESL/NAG/SEZCONSULTANT/2023/01

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Form – 2
Details of the Consultant/Agency:

Sr. No.	Particulars	Details to be filled by Agency/ Bidder/ Party
1	Name of Consultant/Agency	
2	Name of the Authorized Signatory	
3	Address of the Consultant	
4	Telephone Number:	
5	Location of Head Office & Branch Offices	
6	Whether the firm is an individual proprietary concern, a Registered Partnership firm or a Limited Company (Shop and establishment certificate, Bank passbook, Accountstatement, ID of the Proprietor)	
7	Date of Commencement of Business & Place	
8	No. of Years of Experience with SEZ Compliances	
9	SEZ experience with Government undertakings (Minimum 2 clients/ customers of Central Government SEZ/PSUs)	
10	Valid PAN Card	
11	Valid GST registration Certificate	
12	As on date of applying how many employees are currently employed in the Bidding entity and Organization should mandatorily registered at company of incorporation as per 1956 Act, & should have the PF and ESIC registration.	
13	Specify the valid Customs Housing Agent License No	

Date:

Authorized Signatory:

Place:

Designation:

I /We agree to comply with all terms and conditions
Signature and Stamp of Bidder5



Enquiry AIESL/NAG/SEZCONSULTANT/2023/01

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Form – 3

CONSULTANT / AGENCY ANNUAL TURNOVER FOR LAST THREE YEARS:

Sno	Content	YES/ NO	Specify in Indian Rupees (Rs. In Crs.)	Submit the relevant documents as a proof and mention the reference Page No
1.	Average annual turnover from SEZ Compliance/SEZ Related work of at least Rs. 1 Crores or part thereof in the last 3 years			
2.	Average Net worth for last 3 years should be above 2 Crores			

Date:

Authorized Signatory

Place:

Designation

(Note: The Consultant shall submit the latest audited financial statement for the last 3years along with the above format).



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Form – 4

CONSULTANT / AGENCY CLIENT / CUSTOMER EXPERIENCE:

(The following information should be provided in the format below for each reference assignment for which your firm was legally contracted by the Client stated as a corporate entity.)

Name of the client:

Type of client: Government / Pvt/ PSU/ Ltd company etc

Type of SEZ: (IT/ Airlines / MRO services/ FTWZ/multi product/ any):

Location in India:

Date of undertaking the service contract:

Contract duration:

Scope of Services:

Details of manpower deployed: (details of deployed manpower position, qualification and role, responsibilities need to furnish)

Position of the deployed manpower and his qualification:

Roles and responsibilities:

Firm's Name:

Authorized Signature

IMPORTANT: Please provide a copy of work completion certificate from the client/ a copy of work order from the client/ letter of experience shared by the customer/ client.



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ANNEXURE – E PRICE BID FORMAT

Tenders are to be submitted in this form duly completed & signed in a sealed envelope superscripted "Price Bid: Tender No.: Enquiry AIESL/NAG/SEZCONSULTANT/2023/01 dated 29/04/2023"

Price Bid Form:

S.no	Services (Detailed Scope of work is indicated in ANNEXURE-A – Work Scope, Clause No 6 (detailed work scope given from clause 6.1 to 6.10)	No of Events per year (A)	Rate per Event (B)	Rate per year C=(A*B)
1	Handling SEZ compliances and advisory services - Job Responsibilities: As per below scope of work mentioned in point P - <u>SEZ Management consultancy Services</u> , Q - SEZ Operational Consultancy Services, R - Inventory and Records Management, S - Periodical Returns for Exemption.	1		
2	Import Clearance at SEZ/Zone to Zone Transfer/Bonded warehouse to SEZ/100% EOU-Transaction Basis.	20		
3	Import Clearance at Port for Air and Sea-Transaction basis	300		
4	DTA Procurement - Under IGST Exemption for goods- Transaction basis			
6	DTA Procurement - Under IGST Exemption for services- Transactional basis	80		
7	DTA Removal /Sale of Scrap/Destruction Permission Transaction basis	50		
8	De-bonding of Good Transaction basis	10		
9	Export Services – Transaction basis	1		
10	RCMC Registration/ Renewal Transaction basis	5		
Total Charges for all the Events for One Year (D)				

Applicable price shall be as on 22/05/2023:

I /We agree to comply with all terms and conditions
Signature and Stamp of Bidder



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PS.

- 01. Please note the Bidders who offer to meet the work scope, terms and conditions of this tender will only be considered.**
- 02. In the event of tie between Bidders, following procedure shall be adopted for the award of Contract to eliminate other parties in the following precedence order,**
 - a. The parties who are technically qualified will be considered for Price Bid.**
 - b. No advance payments shall be entertained.**

Undertaking:

- 1. I have carefully gone through and have understood the General Terms & Conditions, Workslope of the Tender.**
- 2. The Price bid shall be valid for 120 days from the date of opening of the Bids.**
- 3. I hereby confirm that I am authorized to sign the Tender document.**
- 4. All the pages of the Price Bid (ANNEXURE-E) i.e. are to be signed including any overwriting.**

Date: _____ Place: _____ Signature: _____

Name: _____ Designation: _____

Company Name & Seal: _____



ANNEXURE-F

MAJOR TERMS AND CONDITIONS GOVERNING THE PROSPECTIVE CONTRACT

Along with the terms/ conditions/ clauses mentioned in the Schedule II (Introduction and General Details relating to the Tender) of this Tender document, additional the terms and conditions that shall govern the functional aspect of the proposed Contract pursuant to this Tender are as follows.

1. Rate and Validity:

i. Inclusions:

- a. AI Engineering Services Limited, sector 9, plot no 1, MIHAN, SEZ, Nagpur – 441108 being a special economic zone(SEZ) so any supplies made/ services provided by a registered dealer as an export from DTA(Domestic Tariff Area) to an SEZ, qualifies for Zero Rated Supplies in GST. The rate of tax on such supplies is 'Zero' or it could be said the supplies/ service provided are tax-free.
- b. According to Section 16 - Zero rated supply of IGST ACT 2017 - The Integrated Goods and Services act 2017, "zero rated supply" meaning "any supplies made by a registered dealer as an export (both goods and services) or supply to an SEZ qualifies for Zero Rated Supplies in GST. The rate of tax on such supplies is 'Zero' or it is said as the supplies/ services provided are tax-free".
- c. A GST registered person making zero rated supply to SEZ shall be eligible to claim refund under either of the following options, namely:— (1) The Bidder may supply goods or services or both under bond or Letter of Undertaking, subject to such conditions, safeguards and procedure as may be prescribed, without payment of integrated tax and claim refund of un-utilized input tax credit; or (2) The Bidder may supply goods or services or both, subject to such conditions, safeguards and procedure as may be prescribed, on payment of integrated tax and claim refund of such tax paid on goods or services or both supplied, in accordance with the provisions of section 54 of the Central Goods and Services Tax Act, 2017 or the rules made thereunder.
- d. Therefore, the Tenderer are provided with a flexibility to choose between any two options as per their convenience.
- e. The rates offered / finalized / agreed by the Tenderer shall be inclusive of all the costs thereon incurred to as per the work scope subject to exclusions mentioned below.

- ii. Exclusions: So the Tenderer shall submit their Price Bids exclusive of GST and other applicable taxes as imposed by GOI (Government of India).

2. **Rate Contract:** This is a Rate Contract Bid, the rate of which will be valid for a period of **two years** from the date of finalization of rate contract and extendable by One year (extension shall be discrete decision of AIESL Management). During the Contract Term, the Successful Bidder should perform the job only if AIESL informs the Successful Bidder by email/ phone/ mobile messages.

3. Execution of Contract:

- 3.1 The **Successful Tenderer** has to convey acceptance of the award of the Tender in writing within seven (07) days of issuance of the LOI. Within 45 days of the acceptance of the LOI by the Successful Bidder, the parties shall execute the Contract based on the terms of this tender.



4. Security Deposit / Performance Guarantee:

- i. The successful Tenderer, on award of LOI/Work Order shall deposit, and continue to maintain for the entire period of Contract plus three months thereafter, a sum equivalent to 5% of the annual value of Contract as estimated by AIESL, an unconditional and irrevocable Security Deposit/ Performance Guarantee in the form of ECS/NEFT/Demand Draft/Pay Order/Bank Guarantee from a Scheduled/ Nationalized Bank within 15 days from the date of acceptance of LOI.
- ii. The Security Deposit/ Performance Guarantee have to be deposited prior to the time of commencement of the works.
- iii. In case, Security Deposit/Performance Guarantee is not deposited in time, the bills shall not be processed for payment till the security deposit is made good.
- iv. In case of breach of Contract or violation of any terms of the Contract the Security Deposit/Performance Guarantee shall be forfeited/bank guarantee be invoked.
- v. Such Security Deposit/Performance Guarantee shall not bear any interest, and shall be refunded without interest only on successful completion of the awarded work and on fulfilling of all Contractual obligations after a claim period of 3 months.
- vi. In case of Bank guarantee the validity shall be to full validity period plus 3 months, the same shall be returned after successful completion of the contract and on fulfilling of all Contractual obligations after the claim period of three months.
- vii. Intentionally blank
- viii. Intentionally blank
- ix. In case of partial or total encashment of Security Deposit by AIESL, the Successful Tenderer shall reinstate the Security Deposit to its original level within 10 days, failing which the Contract may be terminated by AI Engineering Services Ltd. in its sole discretion.

5. Payment and invoicing terms:

Notwithstanding anything contained in the “Introduction and General Details relating to the Tender” Section above, all payments to the Successful Tenderer by AIESL for the Services rendered by it shall be subject to the following compliances by it: -

- Bills issued by the Successful Tenderer shall be submitted to AIESL authorized officials for due certification by AIESL’s General Manager (**Engg**) or officers authorized by him and thereafter shall be forwarded to AIESL Finance office for processing payment.
- AIESL shall make payment on by an account payee check/ cheque / ECS within 60 days of the submission of bills for the undisputed amount. The Successful Tenderer shall, along with its bills, submit the requisite proof of approval and acceptance of the product supplied.
- TDS shall be deducted by AIESL from the payment made against these bills, as per the applicable laws.

6. Claim for Damages:

- AIESL shall promptly notify the Successful Bidder of any delays/ defects / deficiency on the part of the Service Provider arising under / out of the Contract.
- All Services. Deliverables should be operative as per the schedule drawn up for this purpose and as agreed in the prospective Contract. In case of delay/ defects/deficiency in performance of Services caused due to actions attributable to the Bidder, liquidated damages shall be levied on the Successful Bidder.
- The liquidated damages to be levied for the delayed performance of Services would be 10 % of the total contract value.



7. Deductions:

Service Level Agreements	Deductions
Non resolution of complaints	If complaint is resolved within the agreed timelines of contract – No deduction. If complaint is not resolved within the agreed Time lines of contract – Deduction of INR 500 for per hour of delay or as stipulated by AIESL.
If an employee of the Successful Agency/Bidder/Party is found responsible for misconduct/ disobedience or has misbehaved in any manner or resorted to any violent behavior etc.with the employees of AIESL organization or other employees of Agency/Bidder/Party.	1st Instance – 1% of the contract value. 2nd Instance – 2% of the contract value. 3rd Instance onwards – 3% of the contract value. The AIESL can take further action as deemed fit by competent authority at AIESL’s end.
Sharing details of consignment other authorized individual appointed by	50% of the contract value with contract Termination.
Opening consignment without prior approval of buyer	1% of the contract value with contract termination
Tampering with reimbursable bills	1st Instance – 5% of the contract value. 2nd Instance – 10% of the contract value 3rd Instance onwards – 15% of the contract value The AIESL can take further action as deemed fit by competent authority at AIESL’s end.
Delay due to deficiency or negligence in Service on the part of Custom Broker.	Demurrage/ Interest/penalty/fine charges (other than handling charges) for the entire period to be paid by Successful Agency/Bidder/Party on Actual receipt.
Delay in generation of Temporary Removal Challan & Closures	Rupees 500 for every hour day.
Delay in Closures of Temporary Removal Challan leading to penalty to AIESL.	Needs to be borne by the appointed agency at actual receipt charges levied by SEZ office.
Delay in Preparation of Bill of entry/ wrong filing of BOE's or SB's which is resulting in paying heavy demurrages.	Such Demurrage/ Interest/penalty/fine charges (other than handling charges) for the entire period to be paid by Successful Agency/Bidder/Party on Actual receipt.



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8. Recovery of any sums due:

- Whenever under the Contract, any sum of money is recoverable from the Successful Bidder, AIESL shall be entitled to recover such sum by way of deductions from the bills raised by the Successful Bidder.
- Should this amount be insufficient to cover the said full amount recoverable, Successful Bidder shall pay to AIESL on demand the balance amount, if any, within 14 days of the demand along with the interest @ 15% from the due date specified in the demand notice.

9. Indemnification:

- The Successful Bidder (the “**Indemnifying Party**”) agrees to indemnify, defend and hold harmless AIESL its respective officers, directors, employees, agents, representatives, successors, and permitted assigns (the “**Indemnified Parties**”), from and against any and all liability arising out of any claim, penalty, losses, damages or costs, actions, suits, demands, proceedings, expenses, property/equipment damage, injury/death and/ or liabilities of any kind (including but not limited to reasonable attorneys’ fees incurred and/or those necessary to successfully establish the right to indemnification) actually paid, suffered or incurred by AIESL including third party claims, arising out of or in connection with (a) Material breach of terms of the Contract; (b) Negligence, fraudulent acts or willful misconduct or the injury or death of any person or loss damage to property caused by the Indemnifying Party’s negligence, willful misconduct or fraudulent acts; and (c) Violation of acts, applicable laws, rules and/or regulations.
- The Successful Bidder shall be liable to keep AIESL indemnified against any claim or claims whatsoever and any liabilities that may arise on account of the Successful Bidder’s failure to comply or adhere with any statutory obligations, legislation, regarding the laws governing intellectual property rights whether in India or any other country as applicable. AIESL shall be entitled to deduct any amounts to make good the above/any losses/expenses incurred by AIESL on account of such claims or liabilities. The decision of AIESL as to the amounts to be deducted shall be final and binding on the Successful Bidder.

10. Termination:

The Contract may be terminated under the following circumstances:

- The validity of the Contract/agreement comes to an end ipso facto by efflux of time i.e. upon expiry of Term of the Contract (as mentioned in Tender/ Contract) unless otherwise renewed/ terminated. Further, unless both the Successful Bidder and AIESL have mutually agreed for an extension as provided in the Contract in writing, the Contract will automatically terminate on its expiry date and no notice will be required.
- In the event of breach/ non-observance of the terms of the Contract or unsatisfactory performance (in the sole opinion of AIESL) by the Successful Bidder, of any one or more of its obligations under the Contract and/or contractual documents and where such default is not cured upon notice of 30 (thirty) days, or is not curable, AIESL, without prejudice to any other rights available to it, reserves the right to terminate the Contract or any relevant part thereof. In such case, the Successful Bidder shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account. In such case of breach attributable to the Successful Bidder, AIESL shall be entitled to claim



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damages equivalent to the total contract value involved.

- AIESL may terminate the Contract for convenience without cause by giving a prior written notice of 90 (ninety) days. It is clarified that the obligations accrued prior to such termination shall remain absolute and unconditional on the parties.
- AIESL may at any time terminate the Contract with immediate effect by giving written notice to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent, being a partnership or sole proprietorship firm, if the sole proprietor or any partner is adjudged as insolvent, or order for administration of his / her estate is made against him / her or shall take proceedings for liquidation under any insolvency act for the time being in force in India or make any assignment of his effects or composition or arrangement for the benefit of his creditors or purports to do so. Provided that such termination will not prejudice or affect any right or remedy which has accrued or will accrue to AIESL. Any delays shown by AIESL in that respect will not constitute waiver of the right of termination.
- Upon termination of this Contract for any reason, the Successful Tenderer shall return all AIESL's property (if any) to it, within 7 days from the date of termination, in the same condition in which it was received (reasonable wear and tear excluded). In the event of any damage to such property, AIESL shall be liable to obtain from the Successful Bidder damages for the same.
- AIESL and/or the Successful Tenderer may terminate the Contract in case of prevalence of a Force Majeure in the manner provided in the Contract and Clause 11 (*Force Majeure*) hereunder. Further, in the event the Successful Bidder suspends the performance of Services under the Contract without any notice to AIESL for reasons other than prevalence of a Force Majeure event, AIESL reserves the right to approach other entities for completion of the Services at the cost and risk of the Successful Bidder. In such case, AIESL shall also claim damages from the Successful Bidder equivalent to contract value.
- AIESL can terminate the Contract if the Successful Tenderer has committed any corrupt and/or fraudulent practice, offence under the Provision of Corruption Act, 1988, and any amendments and any other guidelines as may be prescribed by the Central Vigilance Commission.
- AIESL may terminate the Contract if it comes to the knowledge of AIESL that, the Successful Bidder has obtained the Contract vide non-bonafide methods of competitive bidding.
- In the event of change of Applicable Laws or business policies which make the performance of the Contract illegal/ invalid/ unenforceable, AIESL will be required to renegotiate the Contract and the Successful Bidder shall cooperate in arriving at mutual revised terms, however, if in the opinion of AIESL, such revised terms may not be arrived at, AIESL shall be entitled to terminate the Contract forthwith without any costs to the Successful Bidder. It is however clarified that, the outstanding obligations shall remain absolute till the extend the performance is legally valid.
- It is clarified that in case the Successful Bidder terminates the Contract before exhaustion of 40% of the contract value they will be debarred from participating in the immediate next tender for that particular item/service.
- It is also clarified that notwithstanding the cause of termination, the parties shall be required to fulfill the obligations accrued prior to the termination of the Contract.

11. Force Majeure:

- Neither the Successful Bidder nor AIESL (herein referred Party/Parties) shall be in breach of any obligation under the Contract in case of failure or delay in performance of the obligations in whole or part by reason in the event of Force Majeure as defined below.



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- **“Force Majeure”** is hereby defined as any cause which is beyond the reasonable control of Successful Bidder (including its subcontractors for the Services/ part thereof delegated to it with prior written approval of AIESL) or AIESL as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen including the following events: war, hostilities; riot, strike or disorder; act of God, fire, frost, earthquake, flood, droughts, storm, lightning; epidemic, pandemic, quarantine restrictions; embargoes, explosion, accidents by fire (each, a **“Force Majeure”** event).
- In such case the affected Party shall give immediate notice in writing (in any case not later than 5 days from the date of occurrence of such an event) and shall thereafter keep the other Party informed of the developments in such Force Majeure situation. Upon notification from the affected Party of existence of a Force Majeure event, the Parties shall use reasonable efforts to re-plan and reschedule delivery/ performance of Services/ respective obligations under the Contract.
- 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.
- In the event of Force Majeure lasting for more than 30 (thirty) days either Party may after mutual consultation with the each other, terminate the Contract. It is understood by the Parties that such early termination in terms of this Clause shall not exclude the Parties from fulfilling the obligations accrued prior to such termination.
- For the avoidance of any doubt it is clarified that, payment obligations of AIESL for the Services already performed shall not be excused due to existence of the event of Force Majeure

12. Subcontracting:

The essence of the Tender/ Contract is that there will be no subcontracting or delegation or outsourcing of any of Services to any third party. In event, the Contract is sub-contracted or assigned in violation of express terms specified hereinabove or the Contract, AIESL reserves the right to terminate the Contract and/ or take appropriate action against the Successful Bidder/ claim damages/ any other remedies for breach of the Tender/ Contract.

13. Compliance of Security regulations

- The Successful Tenderer shall obtain the prior approval in the specified format to enter the AIESL premises as per the security requirements advised time to time by the regulatory authority.
- Any violation of security regulations and indulging in illegal activities including but not limited to smuggling / theft by Successful Tenderer’s personnel shall be at the cost /risk of successful tenderer and shall be liable for all the legal consequences thereof.
- The Successful Tenderer shall provide to AIESL all personal details (name, father’s name, age, permanent address & present address) along with passport size photograph, of its employees, and proof of age and educational qualifications along with valid certification who shall be entering AIESL’s SEZ



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premises for the execution of the job.

14.Arbitration:

- Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Service Agreement or validity or the breach thereof (“Dispute”), shall first be referred to senior management of both the parties for mutual consultation. If the Dispute cannot be resolved by the senior management within 30 days of such referral, then the Dispute shall be referred to “SCOPE FORUM OF CONCILIATION AND ARBITRATION –GOVT OF INDIA” and the award made in pursuance thereof shall be binding on the parties to the arbitration.
- The venue of arbitration shall be at Nagpur, India and it shall be referred to a bench of three arbitrators. Each of the Party to the Contract shall select one arbitrator each and the Panel of Scope Forum of Conciliation and Arbitration shall select the third arbitrator who shall act as Chairman / Presiding arbitrator of the Arbitral Tribunal.
- The arbitration proceedings shall be carried out in English and the award of the Arbitral Tribunal shall be final & binding on the Parties.

15.Governing Law and Jurisdiction:

- The construction, interpretation, validity and performance of the Contract/ Agreement shall be governed by the laws of India.
- Subject to the Arbitration clause above, any disputes arising out of implementation of the Contract between AI Engineering Services Limited and the Successful Tenderer whatsoever shall be subject to the exclusiveJurisdiction of Nagpur Courts Only.

16.Representations and Warranties to be given by the Successful Bidder:

The Successful Bidder should provide the following representations and warranties as regards to the Contract to be executed, which shall remain true and valid throughout the term of the Contract:

- It is duly incorporated and validly existing under the laws of its incorporation.
- It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver the Contract and the performance of the obligations thereunder.
- The Contract shall constitute a legal valid and binding obligation against it and is enforceable against it in accordance with the terms herein.
- The execution, delivery and performance of the Contract shall not conflict with, result in the breach of, or constitute a default under any law, rule, regulation, authorization or approval of any government agency or body, or under the terms of any covenant, agreement, understanding decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of applicable laws.
- It shall employ personnel who are qualified and competent to certify and/ or execute the works under the Contract.
- It shall perform all its obligations under the Contract with due care and diligence and in a skillful and business-like manner.
- It shall comply with all such directions issued by AIESL from time to time. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by applicable law which may result in any material adverse effect to AIESL on its ability to perform its obligations under the Contract.
- It has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, has or may have a material adverse effect on its ability to perform its obligations under the Contract. There are

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I /We agree to comply with all terms and conditions
Signature and Stamp of Bidder



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no actions, suits, proceedings, or investigation pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in breach of the Contract or which individually or in the aggregate may result in any material impairment on its ability to perform its obligations under the Contract.

- It is and shall be able to pay its debts as they fall due for payment and is otherwise solvent as per applicable laws, it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed for the whole or any part of its assets or any right, it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing.
- It is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to it.
- All taxes due and payable by it have been paid, and all tax return and reports required to be filed by it have been correctly filed and on time. There are no claims now pending or matter under dispute with any taxing authority in respect of any tax of the Successful Bidder.

17. Relationship:

The parties are independent contractors. Each will bear all costs and expenses it incurs in connection with this Contract. The Contract shall not constitute, create, imply, or obligate the parties to enter into a joint venture, partnership, teaming agreement or subcontract or other formal business organization with the other party,

18. Notice:

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.

19. Interpretation:

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

20. 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.

21. No Waiver:

Failure of AIESL to enforce any of the terms & conditions incorporated in the Tender/Contract, or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify the Successful Bidder in the event of breach, or the acceptance of or payment of any Services hereunder shall not release the Successful Bidder and shall not be deemed a waiver of any right of AIESL to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such Services regardless of when such Services have been delivered nor shall any purported verbal modification or revision of the order by AIESL act as waiver of the terms hereof. Any waiver shall be effective only if it is in writing. Any lone incident of waiver of any condition of the Tender and Contract by AIESL shall not be considered as a



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continuous waiver or waiver for other condition by AIESL

22. 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.

23. 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.

I /We agree to comply with all terms and conditions
Signature and Stamp of Bidder



Enquiry AIESL/NAG/SEZCONSULTANT/2023/01

Date: 29/04/2023

ANNEXURE G – UNDERTAKING BY THE BIDDER

Tender Enquiry for Document Management System Price bid for AI Engineering Services Limited	
UNDERTAKING BY TENDERER(ON TENDERER LETTER HEAD)	ANNEXURE – G

To,
GM(Engg), AIESL
Nagpur – 441108.

1. The prices charged for the Services rendered under the Contract should under no event be higher than lowest prices at which, We the Successful Bidder provides the service of identical work scope / description to any other MRO/ Govt. organization/ PSU's / Central Govt, / State Govt. Autonomous bodies/ Central/ State Universities/ Central/ State Institutions during the period of Contract failing which the "FALL CLAUSE" as provided in the Tender/ Contract will be applicable. In case, if the price charged by the Bidder is more, the Successful Bidder will provide an Undertaking providing AIESL to exercise the right to recover the excess charged amount from the subsequent/unpaid bills.
2. We have understood and agreed to all the terms and conditions of the Tender.
3. 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.
4. We also declare that any subsequent detection of direct or indirect involvement of the Bidder to any employee of the AI Engineering Services Limited may result in disqualification / termination as the case may be. AIESL or its subsidiary will have the sole discretion to do so without attracting any legal consequences.
5. We also confirm that we have not been blacklisted, debarred by and PSU/Govt. agencies.
6. We also confirm that the undersigned has the authority to sign the Bid document.

Name:

Signature:

Designation:

Tenderer's organization seal

I /We agree to comply with all terms and conditions
Signature and Stamp of Bidder



Enquiry AIESL/NAG/SEZCONSULTANT/2023/01

Date: 29/04/2023

ANNEXURE – H - EARNEST MONEY DEPOSIT

Details of Earnest Money Deposit for Enquiry AIESL/NAG/SEZCONSULTANT/2023/01
Date: 29/04/2023

Amount to be Deposited: ₹60,000/- (Rupees Sixty Thousand only) in the form of ECS/ NEFT/IMPS Directly to the AIESL Nagpur account number.

AIESL Nagpur Account Name: AI Engineering Services Limited
Bank Name: HDFC Bank
Account number: 01020330001468
IFSC Code HDFC0000102
Branch: Baug Dharampeth Extn branch at Nagpur.

Below details need to be filled by the Bidder:

Bidder Account Name:
Bidder' Bank Name:
Amount Deposited:
Transaction Reference Number:
Date of Transaction

Name:

Signature:

Designation:

Bidder's organization seal

I /We agree to comply with all terms and conditions
Signature and Stamp of Bidder



Enquiry AIESL/NAG/SEZCONSULTANT/2023/01

Date: 29/04/2023

ANNEXURE I – DOCUMENTS TO BE SUBMITTED BY THE BIDDER

If submitted the required documents please specify YES/ NO and page no.

SN	Required Documents	Submitted YES/ NO	Start Page No	End Page No
1	Company Incorporation Certificate			
2	PAN Card			
3	GST Certification			
4	Technical & Financial Proposal Formats Form – 1 Technical Cover Letter			
5	Technical & Financial Proposal Formats Form – 2 Details of the consultancy/ agency			
6	Technical & Financial Proposal Formats Form – 3 Consultant / agency annual turnover for Last three years.			
7	Technical & Financial Proposal Formats Form - 4			
8	ANNEXURE-E PRICE BID FORMAT			
9	ANNEXURE G – UNDERTAKING BY BIDDER			
10	ANNEXURE – H - EARNEST MONEY DEPOSIT			
11	ANNEXURE I – Documents Submitted by the bidder			

I /We agree to comply with all terms and conditions
Signature and Stamp of Bidder