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Tender No.: AIESL/HQRS/GM/2026/103
Date: 29/07/2026

Tender inviting Proposal for Components support Program (CSP) for Airbus A320 family Aircraft (A319/A320/A321)

Name & Address of the Bidder

M/s.....

.....

.....

Phone: _____

E mail: _____

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

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Section-I

Notice Inviting Tender

Tender No	AIESL/HQRS/GM/2026/103
Title	Proposal for Component Support Program (CSP) for Airbus A320 Family Aircraft (319/A320/A321)
Tender Issuer	AI Engineering Services Limited (AIESL)
Tender Document Uploading Date	29 July 2026
Last Date of Submission of Bids	19 August 2026
Bidding Period	21 Days
Pre-Bid Meeting	5 August 2026
Place Of Submission & Opening Of Bids	CPPP Portal
Date Of Technical Bid Opening	20 August 2026
Date Of Price Bid Opening	Will be informed to qualified bidders by CPP

For any queries you may raise representation on CPP

Chief Procurement Officer
AI Engineering Services Limited

Section- II Disclaimer

- 1) The information contained in this tender document (hereinafter referred to as the “Tender”) or and any information pertaining to the aforesaid subject matter provided subsequently to the applicants/bidders in any form by AIESL – AI Engineering Service Limited (hereinafter referred to as “AIESL”) shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AIESL prior to award of the tender.
- 2) 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 (hereinafter referred to as “BID(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 exhaustive /all the information on the aforesaid subject matter that each applicant may require for the purpose of submitting their bids.
- 3) Each bidder should, 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 at no cost to AIESL.
- 4) The information provided in this tender to the applicants 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.
- 5) The bidder must given undertaking that they shall at their own risk and cost ensured that the person deployed by him for the jobs under this contract are insured against all attendant risks that may be associated with the job. AIESL shall not be responsible in any manner for any injury to his personal engaged in the AIESL premises or for the loss or damage of any material belonging to him placed with in the AIESL premises.
- 6) The successful bidder should take coverage under the Workmen’s Compensation Act for the workmen employed by them with respect to this. The successful bidder should also ensure that all compliances under PF/ESI/Contract Labor Registration etc. as applicable are complied with.
- 7) AIESL also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance by any applicant/bidder upon the statements contained in this tender.
- 8) 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 the close date of the tender.
- 9) The tender does not imply that AIESL is bound to select a bidder or to appoint the selected bidder and AIESL reserves the right to reject all or any of the bids without assigning any reason whatsoever at any time.
- 10) The bidder shall bear 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 in bids. All such costs and expenses shall remain with the bidder and AIESL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation for submission of the bid, regardless of the conduct or outcome of the bid selection process as contained herein.

Section-III

Introduction

AI Engineering Services Ltd (AIESL) is the biggest DGCA (Directorate General of Civil Aviation) 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.

Our Facilities includes Hanger Facility, Line and Base Maintenance, Engine Overhaul, Avionics Accessories shops and components shops, Structural Repairs, Cabin and seat Repair Facility, Landing Gear, Engineering Support Service, and many specialized services. Our dedicated support team for AOG requests provides highly coordinated troubleshooting and engineering support round the clock.

Section-IV Preamble and Abbreviations**4.1 Preamble**

AIESL is interested in selection of reputed service provider for Component support Program (CSP) for Airbus A320 family Aircraft (A319/A320/A321).

4.2 Abbreviations

1	AMC	Annual Maintenance Contract
2	AIESL	AI Engineering Services Limited
3	DRDO	Defence Research Development Organization
4	IAF	Indian Air Force
5	BG	Bank Guarantee
6	CSP	Component support Program
7	CA	Competent Authority
8	ECS	Electronic Clearing System
9	EMD	Earnest Money deposit
10	EUR	Euro
11	EOI	Expression of Interest
12	FM	Force Majeure
13	FAA	Federal Aviation Administration
14	GTC	General Terms & Conditions
15	INR	Indian Rupees
16	IP	Integrity pact
17	MSME	Micro, Small and Medium Enterprises
18	NEFT	National Electronic Fund Transfer
19	NIT	Notice Inviting Tender
20	NSIC	National Small Industries Corporation
21	OEM	Original Equipment Manufacturer
22	PAC	Proprietary Article Certificate
23	PBG	Performance Bank Guarantee
24	PO	Purchase Order
25	PQC	Prequalification Criteria
26	PR	Purchase Requisition
27	PVC	Price Variation Clause
28	QAC	Quality Assurance Certificate
29	RA	Reverse Auction
30	RC	Rate Contract
31	RFx	Request for Quote/Information
32	RTGS	Real Time Gross Settlement
33	SD	Security Deposit
34	AD	Airworthiness Directive
35	ADF	Acceptable deferred Defect
36	AMC	Annual Maintenance Contract
37	AMM	Aircraft Maintenance Manual
38	AMP	Aircraft maintenance Program
39	USD	United States Dollar
40	EASA	European Aviation safety agency
41	MLP	Manufacturer List Price
42	AOG	Aircraft on Ground
43	MEL	Minimum Equipment List

Section-V Instruction to Bidder**5.1 General Instructions**

The bid shall be furnished in two-part bidding basis i.e., Technical-bid and Financial Bid. The complete tender can be downloaded from AIESL's website. www.aiesl.in and CPP

5.2 Instructions for bid submission:

General Manager-PPMM invites bids through CPP under Two Bid System (Technical Bid & Financial Bid) for seeking Proposal of Components support Program (CSP) for A320 family Aircraft (A319/A320/A321) in complete accordance with this tender document for a period of **Three years extendable by further one year** with same terms & conditions after mutual agreement by both parties.

1 – Technical Bid

The Technical Bid need to be submitted as per the Technical Bid Format of this tender on CPP

Technical Bid must contain following:

1. Complete tender documents duly signed, Technical Bid, EMD, Format of acceptance, all duly filled forms and annexures as per tender.
2. The required documents like PAN card copy, Copy of GSTN registration, Company Registration certificate, valid certificate of registration for MSE units (if applicable), any other requisite documents of the manufacturer required for compliance of bid are to be attached while submitting your bid.
3. Bidders are required to make sure for having attached the required documents, failing to which bid may be rejected.

2 – Financial Bid

The Financial Bid need to be submitted as per Financial Bid Format of this tender on CPP.

Financial Bid must contain following:

1. Financial Bid and all required financial documents as per Form 5 of Section-XII format.

Section-VI**Scope of Work**

1.) AIESL intends to enter into a contract with the service provider for a CSP through which AIESL can have access to the pool stock of the listed serviceable aircraft components and its utilisation on aircraft fleet of A320F. Further the successful bidder will also service the unserviceable components removed from aircraft and return the same to AIESL within specified time as per the section 11, service level of tender document.

The salient features of the program are as below:

1. Component support program as per list of 84 components.

(a). Lease support of component means as per CSP list of 37 components.

(b) Repair/OH support for all 84 components including AIESL owned components. However, AIESL reserves the right to select any different repair agency for servicing/OH of any of these components if it feels that the quoted price offered by the service provider is higher than the market rate.

2. Bidder will not supply PMA PART/DER Repair parts.

3. Service provider may position the stock of 37 CSP line items at AIESL warehouse in Delhi.

4. In case any serviceable component provided by the service provider from stock fails within the warranty period of the component (at least six months), the service provider will again provide another serviceable component free of any additional cost at earliest. The logistics expense in this will be borne by the bidder including to and fro transportation charges from AIESL facility.

5. In case any CSP component under repair by service provider exceeds TAT, the service provider is obliged to arrange loan unit (if required) till the serviceable unit is received after repair. Any cost in respect to loaned unit will be borne by service provider.

6. AIESL may provide space for keeping the serviceable/unserviceable components at Delhi, which will be managed by service provider.

7. Logistics support for additional component (if any) will be provided by the service provider on Inco terms DAP basis i.e. Delivery at port in Delhi for AOG/DG requirement on request of AIESL subsequent to quote approval by AIESL.

8. In case of regular CSP items if AOG/DG, AIESL may ask the service provider to use its logistic support to deliver item at DAP Delhi Airport and subsequently quote approval by AIESL. In such cases, Freight charges shall be shared by the bidder with AIESL for approval prior to dispatch of the shipment.

Note: -

- 1) CSP items shall be utilized on aircraft operated by Indian Air force (IAF)/DRDO, registered under defence and maintenance as per DGCA under civil regulation. In near future these aircrafts may be registered under DGCA. Approximate Flight Hours (FH) usage - 600 FH per aircraft per year.
- 2) Aircrafts are approximate 16 to 18 years old.
- 3) All the aircrafts are fitted with CFM56-5B engines.

S/N	Aircraft Type	Model	MSN	Aircraft Registration	Ex-Air India Registration
1	A-321	321-211	3130	CA-7081	VT-PPA
2	A-321	321-211	3146	CA-7082	VT-PPB
3	A-321	321-211	3212	CA-7083	VT-PPD
4	A-321	321-211	3326	CA-7084	VT-PPE
5	A-321	321-211	Xxxx	CA-7085	VT-PPF
6	A-321	321-211	Xxxx	CA-7086	VT-PPG

Note: AIESL may add or remove one or more aircrafts as per the operational requirement.

Program Execution points are: -**AIESL Responsibility: -**

- a) AIESL will report to Bidder's Customer service desk for issuance of Serviceable Component from CSP pool stock through acceptable communication medium in written as per - approved format signed by authorized official from AIESL.
- b) AIESL will dispatch unserviceable component from its facility within a week of removal from aircraft to designated place of service provider using AIESL logistic partner. Packaging of removed unit will be done by AIESL. However, tracking of the unit will be responsibility of service provider.
- c) AIESL will arrange collection of Serviceable components and its shipment to be done through AIESL's Freight Forwarder from bidder's Repair/ storage facility to AIESL facility. However, tracking of the unit will be responsibility of service provider till the unit is delivered at AIESL facility at Delhi.

Bidder Responsibility: -

- a) The bidder shall issue Serviceable component from Bidder's facility on Ex works (EXW) INCO Term as per SLA of **Section-XI** and intimate same to AIESL through acceptable communication medium.
- b) Life expired item shall not be issued by the successful bidder. .
- c) AOG Requirements: Serviceable components (additional to CSP list) shall be delivered (if required) on DAP terms to the desired AIESL location in India by the freight forwarder assigned by bidder. The bidder shall be eligible for reimbursement for such FF charges, Subject to prior approval by AIESL.
- d) Serviceable components should meet the following requirements.
 - (i) Serviceable Component, being issued, shall be accompanied with EASA form 1 / FAA 8130 /DGCA CA Form 1 Serviceable tag, Non incident report, back to birth traceability, TSN, CSN, TSO, CSO, Current FH & FC details etc along with shop finding report, wherever applicable. The stores inspector of AIESL will carry out the inspection of incoming components and all supporting documents before binning the same in Delhi warehouse. In case of non-compliance reported by stores Inspector of AIESL, the incoming component will not be accepted at AIESL warehouse and service provider will immediately arrange to replenish the same with another serviceable component with applicable paper work till the unit is acceptable to stores inspector of AIESL.
 - (ii) Component being issued should have compliance of all AD/SBs applicable at that time.
 - (iii) Components under CSP must have warranty of minimum 06 months at the time on the date of invoice.
- e) Import Compliance Requirement:
All components imported under this contract shall be processed strictly under AIESL's Importer Exporter Code (IEC). The supplier shall ensure that all import-related documentation, invoicing, and shipment processes adhere to AIESL's applicable IEC details without exception. Payment of duties for such shipment will be service provider's responsibility.
- f) The service provider may keep the CSP pool at any location in India and the parts will be imported on AIESL IEC code. Payment of duties for such transportation will be service provider's responsibility.
- g) The service provider shall provide door-to-port (IGI Delhi Airport) service for leasing components. Customs clearance at Delhi Airport will be undertaken and managed by the AIESL team. Other than Delhi custom clearance will be the responsibility of service provider using AIESL IEC code (if required).
- h) All such parts in CSP pool will not be issued to any other customer of the bidder.
- i) Actual repair invoice from repair agency of component to be submitted by service provider along with submitted monthly bill.

2) Repair, overhaul, modification, and warranty management of unserviceable components removed from IAF/DRDO Aircraft for repair on time and material basis.**AIESL Responsibility: -**

- a) AIESL shall accord its approval for Repair Quote towards unserviceable component on Time and Material Basis.
- b) All import and export activities to/from Bidder's assigned repair shop shall be the responsibility of AIESL.

Bidder Responsibility: -

- a) To provide final repair Quote to AIESL on time and material basis (T&M) within three working days from receipt of unit.
- b) Quote shall have breakup of no. of Man-hour involved, material cost along with:

- (i) shop finding/investigation report.
- (ii) Proposed repair solution.
- (iii) Estimate of various repair options.
- c) Quote once approved by AIESL shall not be revised by Bidder.
- d) Bidder's Repair Shop lead time for repair of unserviceable component shall be maximum 14 working days after Quote approval by AIESL.
- e) Repair Shop lead time may be extended on case to case basis when conditions are beyond control due to supply chain issues or other issues as agreed between both the parties.
- f) In case, it is not possible to provide requested component by the repair agency, alternate arrangement in the form of Exchange unit to be made by Bidder.
- g) Service provider should submit the final repair invoice in INR to AIESL as per approved quotation.
- h) Items owned by AIESL after repair will be returned to AIESL.

3) For components not listed in CSP inventory.

AIESL Responsibility: -

- a) AIESL shall request Bidder's Customer service desk for issuance of item from Bidder's pooling inventory or repair shop on loan/outright Purchase/exchange basis.
- b) AIESL shall approve the quotation for the offered item.
- c) AIESL shall arrange collection of items from Bidder inventory location.
- d) AIESL shall return the loaned/exchange unit to Bidder's facility.
- e) Each party will pay its own taxes.

Bidder Responsibility: -

- a) Bidder shall provide components, if available, either from its pooling inventory or any third-party company to AIESL as and when required subjected to approval of loan charges or exchange/advance exchange by AIESL.
- b) Each party will pay its own taxes.
- c) To submit final invoice in INR to AIESL as per the approved quotation..

- 1) Bidder shall ensure to keep and replenish the CSP items as per Service Level (Section-XI) and as mentioned in Section-X.
- 2) No fee for early termination of contract by both parties if mutually agreed as per the terms of contract.
- 3) If need arises during the contract period to modify the line-item list of existing CSP (in both ways, either reduce the line item or increase the line items), it shall be done as mutually agreed between both the parties.

In such case ratio of monthly fees to total MLP value will be used to arrive at differential monthly fees for the addition/deletion parts.

$X - \text{Additional parts cost, } Z - \text{Total MLP as quoted in financial bid, } Y - \text{monthly fees quoted in financial bid}$
 $(Y/Z)*X$

AIESL Responsibility: -

- 1) AIESL shall provide the list of Items which needs to be added or removed from CSP list.
- 2) AIESL shall discuss the proposal with Bidder in terms of percentage of MLP.
- 3) AIESL shall accord approval for proposal, other condition of contract will remain same.

Bidder Responsibility: -

- 1) Bidder shall submit best proposal to AIESL for costing towards adding or removing CSP item.
- 2) After receiving AIESL approval, Bidder shall make the positioning of items in CSP as per modification approved.

On completion of contract/Agreement:-

- 1) After the contract is over any unserviceable pool component removed from aircraft and in transit with AIESL will be returned to the service provider. Repair cost of such components will be borne by AIESL.
- 2) After the contract is over if any component owned by AIESL is in custody of the service provider the same is to be returned to AIESL by service provider in as is condition/repaired/Overhauled condition as per the requirement of AIESL

Section-VII Eligibility Criteria and Bid evaluation

7.1 Eligibility Criteria

The invitation for bids is open to all entities registered in India who fulfil eligibility criteria as specified below. Bidder is required to fill Technical Bid in format given in Section-XII.

- 1) The Bidders must meet all eligibility criteria as listed in this tender. Bidder who is failing to comply, its bid will be rejected.
- 2) The Bidders are required to write "YES / NO" in the 'Compliance'. If the response to all the clauses is 'YES' and if any of the functionalities is not found in the Technical Bid, the bid is liable to be rejected.
- 3) AIESL reserves the right to independently verify the veracity of certificates/ undertakings submitted or client details/references provided, during technical bid evaluation process. If the information provided in the Pre-qualification bid (Technical bid) is found incorrect later, the bid is liable to be rejected.
- 4) No variance to the bid criterion will be accepted.

7.2 Eligibility Conditions

1. The Bidder should be proprietor/firm/LLP/company etc registered in India.
2. The Bidder should be approved supplier /Repair Agency/Distributors/ Partner/OEM of Aircraft parts (ASA100/AS9120)
3. Bidder should be in the similar Aviation business at least for the last three years i.e. from FY 2022-23,2023-24,2024-25. (Start-ups and MSE will be given an exemption of one year in experience, *subject to ASA100/AS9120 approval for supply of part as on the date of submission of bid.*)
4. The Bidder(s) must have successfully completed/executed the similar services in supply of Aircraft parts/spares over the last three years i.e. the current financial year and the last three financial years (2022-23,2023- 24,2024-25) (Start-ups and MSE will be given an exemption of one year in experience, *subject to ASA100/AS9120 approval for supply of part as on the date of submission of bid.*)
5. The Bidder should have an average annual turnover of ₹ 5 Crores. or more during last three financial years: FY 2022-23, FY 2023-24, FY 2024-25. (Start-ups and MSE will be given exemption of 50% in the average annual turnover, *subject to ASA100/AS9120 approval for supply of part as on the date of submission of bid.*)
6. Bidder should have PAN and GST number
7. The Bidder should not have been blacklisted by AIESL or by any state/central Government institution or any Public Sector unit.

7.3 Pre-Qualification (Technical) Bid format

S No	Criteria	Documentary proof to be submitted	Compliance (Yes/No)
1	The Bidder should be proprietor/firm/LLP/company etc registered in India.	Certificate of Incorporation issued by the Registrar of Companies of India	
2	The Bidder should not have been blacklisted by AIESL or by any state/central Government institution or any Public Sector unit.	Undertaking by Bidder	
3	The Bidder should have an average annual turnover of ₹ 5 Crores. or more during last three financial years: FY 2022-2023 FY 2023-2024 FY 2024-2025 Start-ups and MSE will be given exemption of 50% in the average annual turnover, <i>subject to ASA100/AS9120 approval for supply of part as on the date of submission of bid.</i>	1) Copy of Financial statement i.e. Balance Sheet, Profit & Loss Statement 2)Copy of ITR & Computation. 3)Turnover Certificate by Chartered Accountant (C.A)	
4	Bidder should have PAN and GST number	Copy of PAN Copy of GST No.	

5	The Bidder should be approved supplier /Repair Agency/Distributors/ Partner/OEM of Aircraft parts (ASA100/AS9120)	Certificate from respective authority.	
6	Bidder should be in the similar Aviation business at least for the last three years i.e. from FY 2022-23,2023-24,2024-25. Start-ups and MSE will be given an exemption of one year in experience, <i>subject to ASA100/AS9120 approval for supply of part as on the date of submission of bid.</i>	Copy of supporting document such as PO's and invoice copies	
7(a)	The Bidder(s) must have successfully completed/executed the similar services in supply of Aircraft parts/spares over the last three years i.e. the current financial year and the last three financial years (2022-23,2023- 24,2024-25) — Start-ups and MSE will be given an exemption of one year in experience, <i>subject to ASA100/AS9120 approval for supply of part as on the date of submission of bid.</i>		
7 (b)	a) Three similar completed services i.e. supply of aircraft parts/spares, costing not less than the amount of ₹ 06 Crores ea plus GST i.e from FY 2022-23, 2023-24, 2024-25. or b) Two similar completed services i.e. supply of aircraft parts/spares costing not less than the amount of ₹ 7.5 Crores ea plus GST i.e. from FY 2022-23, 2023-24,2024-25. or c) One similar completed service i.e supply of aircraft parts/spares costing not less than the amount of ₹12 Crores ea plus GST i.e. from FY 2022-23,2023-24,2024-25. (PO copies/Agreement and Invoice must be submitted by bidder) Please Note that PO/agreement and invoice copy must be submitted 100% relaxation shall be given to Start-ups and MSE companies, <i>subject to ASA100/AS9120 approval for supply of aircraft parts/spares as on the date of submission of bid.</i>		

7.4 Other conditions

- 1) Bidders declared ineligible by AIESL to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible to participate in this tender.
- 2) Bidders, whose Bid security was forfeited by AIESL on serious/grave grounds i.e., submission of false/forged/tampered/fabricated/manipulated documents / information on any occasion during last five years from the date of issue of RFP, shall not be qualified.
- 3) Breach of general or specific instructions for bidding, general and special conditions of contract with AIESL during the past 5 years may make a firm ineligible to participate in the bidding process.

In case of no response by the Bidder to any of the requirements regarding the contents of the pre-qualification criteria, its bid shall be considered nonresponsive.

7.5 Technical Evaluation Criteria

- 1) The Technical Bids would be evaluated for those Bidders who qualify eligibility criteria.
- 2) AIESL reserves the right at its sole discretion to seek whatever information, documents etc. from the Bidder as it may consider necessary for the purpose of evaluation of the Bids.
- 3) In the event the Bidder failing to provide any information or documents sought by AIESL – within the timeline given in CPP, the Bid of the said Bidder shall be rejected by AIESL. No correspondence in this regard will be entertained.
- 4) The Bidders who qualify as per the Technical Bid evaluation criteria as mentioned in Technical Bid evaluation Form and

other requirements of the Tender would be considered for next stage of Tender process.

- 5) Bidder is required to fill and submit the Technical Bid as given in Technical Bid format in Section-XII

7.6 Financial Evaluation Criteria

- 1) Evaluation Process: Financial Bid of only those Bidders shall be considered for evaluation, who qualify in Technical Bid and comply with the other Tender requirements.
- 2) Bidder is required to fill and submit the Financial Bid as given in Financial Bid format in Section-XII.
 - a) Monthly Fee for access, replenishment of CSP items, list as per Section-X - ____in INR
 - b) Mark up percentage for providing Repair support for unserviceable Components of A320 family aircraft (A319/A320/A321) on Time & Material basis. It should remain fixed for entire contract duration. To be entered in %age.
- 3) AIESL proposes mark up is 5%. Bidder may quote its own mark up percentage (%). For the purpose of arriving at L1, the difference in the mark up % > 5% (Greater than 5%) or < 5% (Less than 5%))will be added/subtracted respectively from the quoted monthly fees.

	Quotation
Monthly fee (INR)	
Mark up on repair bills (%)	

For example

Sr/No.	Description	Bidder - 1	Bidder -2	Bidder - 3
1	Monthly fees (INR) - a	2000000	1900000	2200000
2	Mark up Percentage (%) - b	4%	12%	6%

Formula to reach on L1 is: $a - \{(5-b)/100\} * a$

In above Example-

Example: If bidder 1 mark up is 4% and monthly quoted fees is 20,00,000/-, for the purpose of arriving at L1, 1% of 20,00,000/- i.e 20,000/- will be deducted from Rs. 20,00,000/- to arrive at the financial bid value.

If the mark up% quoted is 12% and monthly quoted fees is 19,00,000/-, for the purpose of arriving at L1, 7% of 19,00,000/- i.e 133,000/- will be added to 19,00,000/- to arrive at the financial bid value.

Similarly, If the mark up% quoted is 6% and monthly quoted fees is 22,00,000/-, for the purpose of arriving at L1, 1% of 22,00,000/- i.e 22,000/- will be added to 22,00,000/- to arrive at the financial bid value.

Hence, Bidder 1 shall be declared the L1 bidder.

Section-VIII General Conditions

8.1 General terms of Tender

- 1) Bidders must submit the Pre-Qualification, Technical and Financial bid in two-part bidding process i.e., Technical-bid and Financial Bid through CPP only. The complete tender can be downloaded from AIESL's official website www.aiesl.in
- 2) Bids received through e-mail/ or in person shall not be considered.
- 3) Tender is liable to be rejected if submitted bids are incomplete or those, which are not in the prescribed format or conditional in nature
- 4) Bids should be neatly filled / typed, all pages duly numbered, duly signed and stamped on every page by an authorized signatory of the bidder. Unsigned Bids will be rejected.
- 5) The rates quoted in the Financial Bid should be clearly typed / written in figures and words free from over typing or over writing. The corrections, if any, must be authenticated by the full signature of the person, who has signed the bid (For break-up of financial bid in given format).
- 6) The financial bids should be submitted in INR only.
- 7) Conditional discounts / credits, if any, shall not be given any consideration in the evaluation.
- 8) AIESL reserves the right to accept or reject, in whole or in part, any of the bids, without assigning any reason whatsoever at any stage.
- 9) The Bids should be valid for acceptance by AIESL for a minimum period of 120 days from the date of opening of Technical bids of the tender.
- 10) After the contract is over all the components supplied by service provider will be returned to the service provider in serviceable condition. If shop visit is required for certification of the component, the repair charge will be paid by AIESL (subject to prior approval of the repair quote by AIESL Authority). At the same time any component belonging to AIESL which is lying with service provider in their warehouse, will be returned to AIESL in serviceable condition with valid documents.
- 11) For components belonging to AIESL and lying with repair station, the service provider will consult with AIESL authority to decide if the component is required to be repaired and take action accordingly before returning the same to AIESL.
- 12) All information related to the price quoted by the bidder should be given only in the financial bid format. The Technical Bid should not contain any indication of the price. In case the price quoted is indicated in the Technical Bid, the Bid will be rejected, without any reference to the Bidder. No further correspondence will be entertained in this regard.
- 13) The award of Contract shall be subject to fulfilment (in addition to eligibility criteria and the Undertakings as provided under the Tender) of following conditions by the Bidder:
 - a) The Successful Bidder will be given Letter of Award (LOA) by AIESL.contract/agreement will be signed within 15 days of issuance of the LOA and the successful bidder will submit Security Deposit (SD)/Bank Guarantee (BG) and their bank details with a cancelled cheque along with agreement.
 - b) The Successful Bidder must commence the Services within 30 days of execution of the Contract/Acceptance of LOA.
 - c) The SD is applicable to all bidders including MSE's / Startups.
 - d) The Successful Bidder shall execute the Contract within 15 days of issuance of LOA. The cost towards the preparation and execution of the Contract shall be borne by the Successful Bidder.
- 14) Financial bid of only those bidders who qualify based on evaluation of their Pre-qualification and Technical bid, would be opened .
- 15) The bid is to be submitted after careful study and examination of the tender document, and after obtaining a full understanding of the requirements. Bidders are therefore advised to study the tender document carefully before submitting their bids. The submission of a bid will imply that the Bidder has read this tender, its terms & conditions and has fully understood the work scope, specifications, project execution and solution implementation requirements.
- 16) The Agreement would be signed between AIESL, and the Successful bidder selected for award of the contract. The bidders must confirm their willingness to sign such Agreement containing the entire principal terms and conditions of this tender.
- 17) AIESL reserves the right of not awarding any contract to any of the Bidders.
- 18) The bidders should bear all the costs associated with the preparation and submission of their bids, including the costs incurred in presentations, demonstrations etc. for the purposes of evaluation of the bids by AIESL. AIESL will in no case be responsible or liable for such costs regardless of the conduct or outcome of the bidding process. AIESL would however be responsible for the cost on account of travel, accommodation etc. of its (AIESL) Evaluation Team in the event that a decision is taken during the process of evaluation of the bids to make visits to client sites.
- 19) Determination of whether the bid complies with the tender requirements or not will be at the sole discretion of AIESL.
- 20) It will be the responsibility of the bidder to comply and pay all taxes/ levies/ duties in the country of origin, as applicable for the entire contract.

- 21) The Financial Bid must be complete in all respects and no representation whatsoever would be entertained by AIESL for inclusion of any other cost head / cost after the opening of the bids. The prices quoted should remain firm / fixed for the entire term of the agreement. Withdrawal or unilateral modification of the Bids shall constitute a breach of terms of the tender and the Bids shall be liable for rejection thereof. No representations from the unsuccessful bidders shall be entertained with respect to the evaluation of their bids by AIESL, whatsoever.
- 22) In the event of any contradiction between the provisions of this tender document and the applicable CPP policies or CPP Terms and Conditions, the Terms and Conditions mentioned in this tender document shall prevail and will be deemed final and binding.
- 23) Whenever under this contract, any sum of money is recoverable from the service provider, AIESL shall be entitled to recover such sum by appropriating in part or full from the unpaid bills and then if need be, from Security Deposit, deposited by Service Provider. In the event of said security deposit being insufficient, the balance or the total amount recoverable, as the case may be, shall be deducted from any sum due to the service provider, under this, or any other contract between the service provider and AIESL. If this amount be insufficient to cover the said full amount recoverable, the service provider shall pay to AIESL the balance amount, if any, within 30 days of demand by AIESL.
- 24) Proprietorship Firm/ Partnership firm/company under same management cannot submit more than one bid. Violation of this condition will result in rejection of the bid.
- 25) The language for filling the tender documents shall be English.

8.2 (a) Invoicing

- 1) Approved quotation by AIESL, number of man-hour and material cost breakup, Actual repair invoice from repair agency of component to be submitted by service provider along with submitted monthly bill for repair of component.
- 2) For leasing component invoice must be generated as per rates submitted in price bid.
- 3) Final invoice submitted by the service provider shall be in INR.

8.2(b) Payment Terms

- 1) The payment terms shall be 30 days from the first day of submission of Bill(s)/Invoice(s) for certification thereof by the User Department of AIESL.

8.3 Pre-Bid Meeting

- 1) The purpose of the Pre-Bid meeting shall be to clarify the issues and to answer questions received from or any matter that shall be raised by the prospective Bidders. The queries may be addressed through CPP Portal only. Query should be generated within five days from the date of tender uploading on CPP.(As per CPP provision)
- 2) Pre-Bid Meeting can take place either offline or online.
- 3) Text of the questions raised, and the responses given, together with any responses prepared after the Pre-Bid meeting, shall be transmitted without delay (without identifying the sources of the question) to all participants of the Pre-Bid meeting. Any modifications or alteration to the Bidding documents listed in Tender that shall become necessary as a result of the Pre-Bid meeting, shall be made by AIESL exclusively through the issue of an Addendum / Corrigendum separately. No separate press advertisement will be given for the same. Addendum and/or Corrigendum, if any, to the Tender, shall be referred to and taken into consideration by the prospective Bidders. It is the Bidder's responsibility to visit the said portal regularly for the aforesaid Addendum / Corrigendum as applicable.
- 4) Non-attendance of the Pre-Bid meeting shall not be a cause for disqualification of a Bidder.
- 5) Responses towards query shall be uploaded on CPP Portal with in the 03 working days from the date of pre-bid meeting.
- 5) Interested Bidder shall be allowed to attend the Pre-Bid meeting on the date fixed by AIESL through given meeting link:
Pre Bid Meeting for CSP Tender
Wednesday, August 5 · 11:00am – 12:00pm
Time zone: Asia/Kolkata
Google Meet joining link: <https://meet.google.com/ejj-eyeg-hsc>
- 6) Inputs/suggestions/queries submitted by the Bidders as part of the Pre-Bid meeting and otherwise will be given due consideration by AIESL. However, AIESL is not mandated to accept any submission made by the Bidder and the final decision will rest with AIESL.

8.4 Corrigenda/ Addenda to Tender Document :

Before the deadline for submitting bids, the AIESL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same Page manner as the original Tender Document. However, the bidders' responsibility is to check the AIESL website and CPP Portal (as per CPP portal provision) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such

corrigendum/ addendum into account in preparing their bids, the AIESL may suitably extend the deadline for the bid submission, as necessary. After the AIESL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

8.5 Clarification on the Tender Document:

A Bidder may seek clarification of the Tender Document, provided the clarifications are raised within 5 (five) days of publishing the bid in CPP portal. Any modification of the Tender Document that may become necessary in view of query raised by bidder; the same shall be made by the AIESL by issuing an Addendum/ Corrigendum through CPP portal. On account of any amendments, being made to the Tender the Bidders shall have a right to modify their bid after the bid submission but prior to the due date (or extended due date, if any) for submission of Bid. The guidelines of CPP, in this regard will be followed. The last modified bid of the Bidder before the due date (or extended due date, if any) shall be final and binding on the Bidder

8.6 Bid security / Earnest Money Deposit (EMD):

Earnest Money Deposit (EMD) INR 2,00,000.00 (Rupees Two Lacs Only) has to be paid by the bidders to AIESL through payment gateway method as mentioned below. The proof of this payment is to be submitted along with the Technical Bid of this Tender as Earnest Money Deposit. No other mode of payment is acceptable.

i. Process of submission of Earnest Money Deposit (EMD):

1. Visit AIESL website www.aiesl.in
2. Choose "Payment" option at the below of the site screen.
3. Choose "Vendor" option.
4. Fill up relevant compulsory fields to proceed further for requisite EMD amount payment.
5. Take screen shot/print out after successful payment made.

Payment can also be released using link <https://forms.edugfix.com/aiengineering/add?formType=8489935188309188>

- ii) Tender will be out rightly rejected if it is not covered by appropriate deposit of EMD. Receipt of EMD/ Security Deposit of earlier/other tenders/contracts will not be accepted as EMD deposit against this Tender.
- iii) EMD submission is exempted for the bidders having valid registration under Udyog/MSME Aadhaar/DPIIT recognized Start-up, Single Point Registration Scheme of NSIC and all micro and small enterprises registered with Director of Industries from DIC for the equipment for which this tender is issued. To support this, the self-certified scan copy of such valid registration/ exemption certificate is to be attached with technical bid.
- iv) EMD will not carry any interest.
- v) In case the successful bidder withdraws or amends its tender, impairs or derogates from the tender in any respect or declines to accept or honour the Contract if awarded in their favour, the EMD as deposited by the bidder will be forfeited. If the successful bidder fails to furnish Security Deposit / Bank Guarantee within the specified period its EMD will be forfeited.
- vi) If, for any reason, the Bidder withdraws from the Tender process, at any stage, after opening of the Technical Bid, their EMD will be forfeited.
- vii) EMD in the case of unsuccessful bidder will be refunded free of interest after finalization of the contract.
- ix) EMD in respect of the successful Tenderer will be adjusted against Security Deposit / Performance Bank Guarantee.

8.7 Exemption / Preference to MSE units:

- 1) As per Public Procurement Policy for MSMEs, Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.12 by Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSMEs must be registered with any of the following to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012
 - a) District Industries Centres (DIC)
 - b) Khadi and Village Industries Commission (KVIC)
 - c) Khadi and Village Industries Board
 - d) Coir Board
 - e) National Small Industries Corporation (NSIC)
 - f) Directorate of Handicraft and Handloom
 - g) Any other body specified by Ministry of MSME.
 - h) Udyog Aadhaar
- 2) MSEs should be registered for the required services of tender document (vide Work Scope) in order to claim the exemption/preference.

- 3) MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the tendered item along with their bid.
- 4) The MSEs registered with District Industries Centres must submit the Acknowledgement of Entrepreneur Memorandum (EM) Part-II along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
- 5) The MSE not registered for the trade/item for which this tender is relevant, would not be eligible for exemption / preference.
- 6) The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.
- 7) The MSEs, who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
- 8) Exemption from submission of EMD – The MSEs registered with above mentioned agencies/bodies are exempted from payment of EMD. However, MSEs shall be required to submit Bid Security Declaration form as and when needed.
- 9) The Successful Bidder (MSE/Non MSE) will be required to submit the Security Deposit as applicable on the Contract value. However, in case of MSE Bidders, the Security Deposit/Bank Guarantee can be submitted on yearly basis renewable every year.
- 10) Price Preference- The MSEs registered with above mentioned agencies/bodies for the Tendered Service and quoting price within price band of L1+15% (fifteen per cent) will be given to MSE provided they are ready to match L1 Price.
- 11) Complete tender will be issued to L1 bidder.
- 12) MSE unit will not get any purchase preference over another MSE unit.
- 13) Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are Service provider whose credentials are validated online through Udyam Registration website of Ministry of MSE and also through supporting document uploaded during bidding process are exempted from submitting of EMD
- 14) KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar are exempted from Earnest money deposit (EMD)/Bid security.
- 15) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation.
- 16) MSEs/start-up are exempted from the requirement of submitting the EMD as per applicable guidelines.
- 17) MSEs units registered with the NSIC under its single point registration Scheme/Public Sector Registered with Udyog Aadhar Memorandum (UAM) are exempted from Earnest money deposit (EMD)/Bid security .

8.8 Security Deposit / Performance Bank Guarantee

- 1) A Security deposit (SD) @ 5 % of the contract value or a Performance Bank Guarantee (PBG) for the same amount would be required to be submitted by the successful Bidder within two weeks from the date of award of contract. The SD / PBG is for meeting the project commitments till the end of the warranty period. The SD / PBG would be refunded / returned after two months of successful completion of contract subject to adjustment of penalties, if any, on account of deficiencies in performance as per the terms of the contract.
- 2) It is to be noted that the costs involved in furnishing of the PBG / SD are to be borne by the bidder who has been awarded the contract..

8.9 Force Majeure Event

- 1) Neither the Service Provider nor AIESL (collectively “Parties” and individually “Party”) shall be in breach of any obligation under the Contract if it is unable to perform that obligation in whole or part by reason of occurrence of Force Majeure Event.
- 2) Force Majeure Event means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity, but not including seasonal rains) or events such as a war, strike, riots. The affected Party shall give immediate notice in writing of occurrence of a Force Majeure Event as soon as it occurs (in any case not later than 5 days of information about the occurrence of such an event becoming known to such Party) and shall thereafter keep the other Party informed of the continuation or termination of such event as soon as possible (and in any event within three (3) days of the continuation or termination of such event).
- 3) 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.
- 4) The Party so affected shall take all reasonable steps to remedy the failure and reasonably allocate its available resources, giving priority to perform its obligations under the Contract and to keep the other Party informed of the steps being taken to mitigate the effects of an event of force majeure.
- 5) If the performance in whole or in part or any obligation under the Contract is prevented or delayed by any reason of subsistence of a Force Majeure Event for a period exceeding 90 (Ninety) days, either Party may at its option terminate

the Contract without any financial repercussion on either side.

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

8.10 Resolution of Disputes and Arbitration

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

8.11 Subcontracting

- 1) The essence of the Tender is that there will be no subcontracting or delegation or outsourcing of any of Services to any third party without prior written approval of AIESL. To reiterate, if any sub-contracting is proposed by the Successful Bidder, such appointment / engagement of the sub-contractor shall be at the sole discretion of AIESL. Furthermore, the successful Bidder shall be responsible for all acts/omissions of such sub-contractor.
- 2) In event, the Contract is sub-contracted or assigned in violation of terms specified hereunder 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.

8.12 Recovery of Sums Due

- 1) Whenever under the Contract any sum of money is recoverable from Bidder, AIESL shall be entitled to recover such sum from the monthly bills. If the value of monthly bills is not sufficient to recover the dues recoverable under the contract, the same will be recovered by invoking bank guarantee / security deposit held by AIESL. In the event of the said security deposit /Bank Guarantee being insufficient, the balance of total amount recoverable shall be deducted from any sum due to Bidder under this or any other contract with AIESL.
- 2) Should this amount be insufficient to cover the said full amount recoverable, Bidder shall pay to AIESL on demand the balance amount within 14 days of the demand along with the interest as per applicable SBI lending rate from the due date specified in the demand notice.
- 3) If any amount due to AIESL is so set off against the said security deposit, the Service Provider shall have to make good, the said amount immediately but not later than 14 (fourteen) calendar days, to restore the Security Deposit to its original value. Non-restoration of such Security Deposit will be treated as event of default, leading to right of AIESL to take appropriate remedial action, including termination.
- 4) In addition to the above, AIESL reserves the right to deduct from the Successful Bidder's invoice, amounts attributable to loss or damage caused to AIESL employees / cargo / equipment / machinery / building or any other property of AIESL or any damage caused to any third party by negligence or due to reasons attributable to the Successful Bidder including its employees.

8.13 Intellectual Property

- 1) The Successful Bidder warrants that in providing the Services under the Contract, it shall not infringe the intellectual property including without limitation trademark, copyright design, right patent or etc. of AIESL and / or of any third party and agrees to defend, hold harmless and indemnify AIESL against any losses, damages, claims, costs, expenses etc. suffered by AIESL arising from any such infringement of any intellectual property.
- 2) The intellectual property produced by the Successful Bidder during or in relation to the Services under the Contract shall belong to AIESL absolutely.
- 3) AIESL reserves the right for injunctive relief to prevent the breach of any it's or third parties' intellectual property rights.

- 4) If the use of the Services is preliminarily or permanently enjoined because of a finding of infringement or the likelihood of infringement of the Successful Bidder's intellectual property, the Successful Bidder shall, at its sole cost and expense, and at its option:
- i) procure for AIESL the right to continue using the Services; or
 - ii) modify the Services so that it becomes non-infringing; or
 - iii) refund to AIESL the money paid by AIESL for the enjoined part or parts of the Services.

8.15 Non-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 to be effective must be in writing. Any lone incident of waiver of any condition of the Tender and Contract by AIESL shall not be considered as a continuous waiver or waiver for other condition by AIESL.

8.16 Termination and Exit Clause: —

In case of unsatisfactory performance or breach of any of the clauses of this contract, AIESL would issue a notice of 30 days to the party to rectify the breach and improve the performance failing which AIESL shall be at liberty to terminate this agreement by providing 30 days written notice to the party. The party shall not have any right to dispute or question the judgment of AIESL of the unsatisfactory performance of the party. Notwithstanding the above, AIESL shall also be at liberty to terminate this agreement for any reason including change in situation/circumstances, etc. by providing the party with 90 days written notice. The party shall also be at liberty to terminate this contract by providing AIESL with 90 days written notice. In such an event, the terminated party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.

Section-IX Special Conditions

Definitions:

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

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

9.1 General Scope of Work

The scope of this contract is provided in detail in clauses of Section VI of this Tender document.

- 1) AIESL reserves the right to inspect the facility / premises of the Bidder and / or Successful Bidder from where the Services will be provided, at any point of time before / after awarding the Tender.
- 2) In the event any discrepancy noticed by AIESL or its authorized personnel or representative in the said facility / premise, AIESL or its authorized personnel or representative shall bring the same to the notice of the Successful bidder and the Successful Bidder shall rectify the same in accordance with the terms of the Contract and Tender, at no extra cost to AIESL and within a reasonable period from the date of the same being brought to the notice of the Bidder /Successful Bidder.

9.2 Liquidated Damages

- 1) Delay in Delivery or fulfilling of Contract obligations as per Work Scope.
- 2) Required unit as per the list of CSP shall be delivered to AIESL within 36 hours of reporting the requirement to the Bidder.
- 3) Any unit sent for repair must be serviced and returned to AIESL within 3 weeks of RECEIPT OF THE unit at the repair facility.
- 4) The bidder will be liable to pay liquidated damages to AIESL @ 0.5 % (half percent) of value of the component/s (for which the delay occurred) per week of delay or part thereof, subject to a maximum of 10% of the contract value for delay in Services for reasons solely attributable to the bidder.
- 5) The amount will be deducted / invoked from the Security Deposit / Performance Bank Guarantee / pending invoices (if any). If the delay exceeds 60 days from the scheduled date of delivery/ Installation/ Commissioning, AIESL reserves the right to cancel the entire contract.

9.3 Confidentiality

- 1) The Bidder / Successful Bidder shall always keep confidential, all information acquired in consequence of this Tender, including (without limitation) any / all data concerning the technology, software & programs, technical processes, business processes, procedures, personal data, business affairs, AIESL customer details, financial affairs of AIESL (hereinafter referred to as "**Confidential Information**"). Confidential information shall also include information that is designated as 'confidential' or which by its nature is clearly confidential.
- 2) The Bidder / Successful Bidder shall not disclose the Confidential Information to any other third party without the prior written consent of AIESL unless such disclosure is (a) required by law, decree, order or directive of a competent judicial / administrative / legislative authority (b) such Confidential Information is or becomes generally available to the public through no breach of such Bidder / Successful Bidder (c) was in the Bidder / Successful Bidder's possession prior to the time of receipt of it by such Bidder / Successful Bidder (d) Is developed independently by the Bidder / Successful Bidder or (e) is rightfully obtained by third party without breach of this Clause.
- 3) As such, the Bidder / Successful Bidder agrees to keep such Confidential Information as strictly confidential and shall disclose the same to their employees / professional advisers only on a 'need to know' basis.
- 4) The Bidder / Successful Bidder agree that any such information received by it shall be (1) protected and kept in strict confidence, using the same degree of care and safeguards as it uses to protect its own information of like importance, but in any case, no less than a reasonable degree of care (2) not to use Confidential Information for any purpose other than to carry out its respective obligations under this Tender.

- 5) It is understood by the Bidder / Successful Bidder that the breach of provisions of this Clause or the provisions of confidentiality agreed by the parties under the Contract shall cause irreparable harm and injury to AIESL for which monetary compensation may not be adequate. Therefore, in addition to the damages, AIESL shall be entitled to injunctive or other equitable relief against such Bidder / Successful Bidder or any other remedy under law or at equity.
- 6) The Bidder/ Successful Bidder shall execute a separate Non-Disclosure Agreement with AIESL on non-judicial stamp paper of requisite value. In addition to the content hereunder, all global laws related to privacy and confidentiality will have to be maintained.
- 7) The Successful Bidder shall be committed to respect privacy and to ensure lawful processing of personal data. The Successful Bidder shall be responsible, as a sole data controller, for its own processing of personal data pursuant to and / or in connection with the Contract.

9.4 Indemnification

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

Section-X

List of CSP itemsA) List of items required on Leasing

S/N	Description	Part no.	Alternate part number	Qty.
1	VALVE-OUTFLOW	20790-20BA		1
2	VALVE-TRIM AIR	1320A0000-03	1320A0000-01/1320A0000-02	1
3	FCU	C12850AC03		1
4	MCDU	C19266AA01/ C19266DA01	C19266BA01/C19266EA01	1
5	PROBE HEAT COMPUTER	47215920BB00	1663214301/ 1663214401	1
6	VALVE-SERVO, BRAKE	E21326000-2	E21326000-1	1
7	VALVE-LOAD CONT	3291432-1	3291432-2	1
8	VACUUM GENERATER	14330-375	14330-350	1
9	ATSU	LA2TOG20705C070		1
10	EIU	3957985114	3957900613/ 3957985115	1
11	ECU	2123M56P04		1
12	FIRE DETECTOR (CORE LOOP)	8862-101/8862-101-1150-707-9	S702Y0443	1
13	GENERATOR-IDG	1706903	1708897/ 772181A	1
14	HP BLEED VALVE (PRV)	6773F010000	6713C01/ 6713C010000/ 6713D010000/ 6713D02/ 6713D020000/ 6713D040000/ 6713D050000/ 6713D060000/ 6713D070000/ 6713D080000/ 6773B020000/ 6773B030000/ 6773E010000	1
15	PNUMATIC STARTER	3505582-27	301-812-401-0	1
16	VALVE S/O STARTER (START VALVE)	3291556-3	301-810-604-0	1
17	HPTCC VALVE	329695-6	1960M28P07	1
18	SENSOR TEMPERATURE T12	RP198-02	301-794-603-0	1
19	SENSOR-TEMP T25	RP216-00		1
20	ELECT PUMP	974540	3029683-001/ 693335	1
21	IGN EXCITER	10-631045-2	9238M66P08	1
22	IGN PLUG	CH31900-6	9044035-1/ 9072215-1/ CH31806/ CH31900	1
23	IDG QAD ADAPTER	772896		1
24	IDG OIL COOLER	45731-1391	301-790-101-0	1
25	SLIDE-DOOR,FWD	D31516-717	D31516-615/ D31516-715/ D31516-915/ D31516-617/ D31516-917	1
26	SLIDE-DOOR,AFT	D31517-717	D31517-615/ D31517-715/ D31517-915/ D31517-617/ D31517-917	1
27	FAC	B397BAM0624		1
28	FCDC	115370-1519	115370-1520/ 115370-1521/ 115370-1522/ 115370-1319	1
29	BRAKE TEMP. SENSOR	C20464001	C20464002	1
30	FWC	350E053021818		1
31	SLIDE ASSY-ESCAPE (LH)	62292-107	62292-109	1
32	SLIDE ASSY-ESCAPE (RH)	62292-108	62292-110	1
33	ELT IMPACT ACTIVATED	S1821502-02		1

34	FUEL RETURNING VALVE	8910-332		1
35	FUEL PUMP	724400-2	301-797-402-0	1
36	IP CHECK VALVE	2293B020000	2290A03/ 2290A030000/ 2290A050000/ 2290B010000/ 2290B020000/ 2291A010000/ 2291A020000/ 2291A030000/ 2293A010000/ 2293B01000/ 2293B010000	1
37	FQI	1407KID02-03		1

B.) List of Items that AIESL already have, will be sent for Repair/Over Haul/ Exchange

S/N	Part Desc	Part No.	Alt Part	Qty
1	SFCC	49-170-11	49-170-07/ 49-117-10	1
2	RELIEF VALVE	3022016-000		1
3	ANTI ICING VALVE	327155-3	642D0010-507	1
4	DU	C19298AF05	C19366AF04 / C19366AF05	1
5	DMC	1982660116		1
6	BSCU	E21327006	E21327007/ E21327106/ E21327107/ E21327306/ E21327307	1
7	ABCU	E21328002		1
8	SERVO VALVE	E21330000-1	E21330000/ E21330001/ E21330001-1	1
9	LGCIU	664700500A4D	664700500A4A/ 664700500A4B/ 664700500A4C	1
10	ISIS INDICATOR	C16221VA01	C16786EA01/ C18456AAA01	1
11	ADIRU	HG2030AE23		1
12	RADAR CONT PANEL	2041220-3231		1
13	DRIVE, WEATHER RADAR ANTENNA	2041444-0404	2041444-0404-7	1
14	TRANSCIEVER- WEATHER RADAR	066-50008-0409		1
15	MMR	TLS755-01-0102A	TLS755-01-0101B	1
16	TRANSPONDER-ATC	066-01212-0101 / 066- 01127-1402 / 066-01212- 0102	066-01212-0102	1
17	IGNITION BOX-APU	3888058-7	3888058-6/ 3888058-5/ 3888058-8/ 70721353-1	1
18	BTMU	35-1H5-1002	35-1H5-1001	1
19	EDP	4205401	623977/ 887673/ 42054- 00/ 4205400	1
20	BRAKE ASSEMBLY	C20534100	C20534000-1/ C20534000- 2/ C20534099/ C20534300	1
21	AEVC	87292325V07		1
22	TCAS	940-0351-005	940-0351-006	1
23	RTLUI	DV8456701-3	DV8456701-2/ DV8456701-4/ DV8456701-5	1
24	BCL	35-0L5-1005-08	35-0L5-1107-09/ 35-0L5- 1004-07/ 35-0L5-1006-08/ 35-0L5-1107-08	1
25	ELAC	3945128218		1

26	ATC/TCAS PANEL	C12404AB02	C124-04AA01/ C12402AA01/ C12402AA02/ C12404AA01	1
27	SEC	B372BAM0515		1
28	VALVE-BLEED PRESSURE	6774G010000		1
29	RESERVOIR ASSY	61639-203	61639-103	1
30	VALVE-SKIN AIR	VFT300B00	VFT300A1	1
31	ELT WATER ACTIVATED	01N65920		1
32	PBE-PROTECTIVE BREATHING EQUIPMENT	E28180-20-0006	E28180-10/ E28180-20- 0001	1
33	FAN-AVIONICS	EVT3454HC	EVT3454J/ EVT3454J01/ 4101415/ AE1819B00/ EVT3454F/ EVT3454G/ EVT3454H/ EVT3454HM01	1
34	BMC	785002-9	733901-1-1/ 733901-1-2	1
35	LPTCC VALVE	C25175000-1	301-796-302-0	1
36	MOTOR-STARTER	2704506-2		1
37	EGPWC	965-1676-002	965-1676-003	1
38	IGNITION LEAD	9043110-16		1
39	FIRE DETECTOR (PYLON LOOP)	12134-00	3601-91/ 3601-91-675	1
40	VALVE ASSY-FLOW CONTROL	1806B0000-02	1806A0000-02/ 1806B0000-01/ 1806D0000-01/ 1806D0000-02	1
41	AMU	AMU4031SA140204	AMU4031SA130103	1
42	RMP	C12848DA01		1
43	CPC	20791-13AD/AC/20791-02AB		1
44	FAP	Z133H031351A	Z133H041251A/ Z133H052751D/ Z133H053751E	1
45	CIDS DIRECTOR	Z014H000231B		1
46	HMU	8061-535/536	1348M79P13/1348M79P1 4	1
47	FQIC	B539AAM0307	B539AAM0308	1

Section-XI**Service levels:**

CSP support shall be provided with following Service levels.

Category	Description	Service level	Delivery Period
Issuance of CSP item	Components to be issued from CSP stock.	36 Hours	CSP Serviceable item along with valid supporting documents should be issued and available to AIESL for collection within 36 Hours of reporting to Bidder by AIESL.
Replenishment	Components to be replenished in CSP stock.	21 working days of Repair shop lead time	CSP item should be replenished within 21 working days of Repair shop lead time after Repair Quote approval by AIESL towards un-serviceable component.

Note: -

- 1) Components removed under the direction of a BITE (Built in test Equipment) test report accompanied with the relevant PFR (Post flight Report) shall not be considered as No Fault Found (NFF).

Section-XII Forms and Format**Form-1 - Acceptance of Terms and Conditions (To be given on company Letter head)**

I/We hereby submit my/our bid.

- 1) I/We have thoroughly read and understood the terms and conditions of bid invitations and agree to duly abide by the same.
- 2) In the event of my/this bid being accepted by you, I/We agree to duly furnish the performance security and execute the agreement within the period respectively prescribed thereof.
- 3) Ours is a proprietary/partnership firm registered/duly registered under the provisions of Indian Partnership Act, 1963 / Public/Private Limited Company Incorporated under the Companies Act , 1956 /foreign company having its own registered office at _____and our PAN Number is _____, GST Registration No. is _____ and PF Registration _____.
- 4) I/We am/are hereby furnishing details of the entire partners/proprietary firm (in case the bid submitted by a partnership/proprietary firm)/ of all Directors (in case the bid is submitted by a limited company) along with their present.
- 5) I am/we are furnishing herewith my/our office address with Telephonic/Fax manned round the clock so that they can be contacted any time in case of any emergency.
- 6) I/We undertake to observe all applicable laws, rules regulations and a breach thereof shall render the contract liable to cancellations.

Date:

(Authorised Signatory)

Place:

Company Seal

Form-2

Chartered Accountant's Certification For Turnover (To be given on company letterhead)

I, C.A (Name)_____membership number_____

Have verified the Profit & Loss account, balance sheet, Income details as per the documents /records

Submitted for verification and hereby certify that the Turnover of

M/s._____ (the Bidder's name) for the last three

Years for services as mentioned below:

- | | Amount (in figures) | Amount (in words) |
|------------|---------------------|-------------------|
| 1) 2022-23 | | |
| 2) 2023-24 | | |
| 3) 2024-25 | | |

Signature of C.A _____

Seal

Date: _____

Place _____

Form 3

Technical Bid format Part -1 (To be given on company Letter head)

- 5) The Bidders must meet all eligibility criteria as listed in this tender. Bidder who is failing to comply, its bid will be rejected.
- 6) The Bidders are required to write "YES / NO" in the 'Compliance' .If the response to all the clauses is 'YES' and if any of the functionalities is not found in the Technical Bid, the bid is liable to be rejected.
- 7) AIESL reserves the right to independently verify the veracity of certificates/ undertakings submitted or client details/references provided, during Pre-qualification bid evaluation and technical bid evaluation process. If the information provided in the Pre-qualification bid is found incorrect later, the bid is liable to be rejected.
- 8) No variance to the Pre-qualification criterion will be accepted.

S No	Criteria	Documentary proof to be submitted	Compliance (Yes/No)
1	Name of the Company		
2	Status of the Bidder – a) Whether a Firm (Proprietary, Partnership), Company, Corporation, Registered Society, LLP, PTE or LTD company		
3	The Bidder should be a company registered either in India or in foreign country. The Bidder should be operational for at least last three financial years as of 31st March 2025. **Relaxation to Start-up and MSE companies is applicable in experience of one year and turnover, subject to ASA100/AS9120 approval for supply of part as on the date of submission of bid.**	Certificate of Incorporation issued by the Registrar of Companies of India	
4	The Bidder should not have been blacklisted by AIESL or by any state/central Government institution or any Public Sector unit.	Undertaking by Bidder	
5	The Bidder should have average annual turnover of Rs 5 Cr. (if Indian Company) or more during each financial year (as given below) FY 2022-2023 FY 2023-2024 FY 2024-2025 **50% Relaxation to Start-up and MSE companies i.e Rs. 2.5 Cr average annual turnover is applicable in , subject to ASA100/AS9120 approval for supply of part as on the date of submission of bid.**	1)Copy of Financial statement i.e Balance Sheet, Profit & Loss 2)Copy of ITR & Computation. 3)Turnover Certificate by Chartered Accountant (C.A)	
6	The Bidder should be approved supplier /Repair Agency/ Partner/OEM from FAA/EASA/DGCA/Airbus/AIESL.	Certificate from respective authority.	
7	Bidder should be in the similar Aircraft parts supply business at least for the last three years till 31 March 2025 **Relaxation to Start-up and MSE companies for one year is applicable in experience and turnover, subject to ASA100/AS9120 approval for supply of part as on the date of submission of bid.**	Copy of supporting document	

8	Relaxation to Start-up companies as per clause in tender terms will be given provided they submit the 'Certificate of Recognition' as mentioned in tender document under heading "Exemption of EMD" in tender terms and must have approved ASA100/AS9120 approval for supply of part as on the date of submission of bid.**		
	a) Are you a Start-up Company		
	b) If yes, Certificate of Recognition to be attached		
9	Please specify the details of the registration certificate:	(Copy of supporting document)	
	a) Registration Certificate No.		
	b) Date of Issue/ Valid Up to		
	c) Item covered under Registration Certificate		
10	Copy of valid certificate of registration with agencies / bodies as mentioned under the Clause 'Benefits / Preference for Micro & Small Enterprises (MSEs)' must be submitted.	Mention Category Code and description (Copy of supporting document)	
11	GST registration number	Copy of supporting document	
12	PAN Card Number	Copy of supporting document	
13	EMD Particulars	EMD Transaction Details OR EMD Exemption details (if applicable) with supporting document	
13	Name of the Contact Person Designation Telephone no. / Mobile no. Email Address		
14(a)	The Bidder(s) must have successfully completed/executed the similar services in supply of Aircraft parts/spares over the last three years i.e the current financial year and the last three financial years (2022-23,2023- 24,2024-25) — (PO copies/Agreement and Invoice must be submitted by bidder) **Relaxation to Start-up and MSE companies for one year is applicable in experience, subject to ASA100/AS9120 approval for supply of part.**		
14(b)	a) Three similar completed services i.e supply of aircraft parts/spares, costing not less than the amount of Rs 06 Crores ea plus GST or b) Two similar completed services i.e supply of aircraft parts/spares costing not less than the amount of Rs 7.5 Crores ea plus GST or c) One similar completed service i.e supply of aircraft parts/spares costing not less than the amount of Rs 12 Crores ea plus GST (PO copies/Agreement and Invoice must be submitted by bidder) (Note: 100% Relaxation will be given to Start-up and MSE companies, subject to ASA100/AS9120 approval for supply of part as on the date of submission of bid.		

Form 4 : Technical Bid Format Part -2 (to be given on company letter head)

- 1) The Bidders are required to write "YES / NO" in the 'Compliance' column. If the response to all the clauses is 'YES' and if any of the functionalities is not found in the Technical Bid, the bid is liable to be rejected.
- 2) The Bidders are required to attach documentary proof where ever it is possible.

Sr. No.	Criteria	Bidder's Compliance (YES/NO)
1	Bidder must be in the similar Aviation business of supply of Aircraft parts/spares at least for the last three years as on 31 st March 2025.	
2	Bidder must be able to provide repair support for unserviceable Components of A320 series family aircraft (A319/A320/A321) through DGCA/FAA/EASA/OEM approved Repair shops.	
3	Bidder must be able to comply all requirements as mentioned in Work scope (Section-VI).	
4	The bidder should have engaged in supplying aircraft parts/spares/components and providing similar services (PBH/CSP). Bidder is required to enclose necessary documents (Work order and / or any proof) in this regard.	

Note: Relaxation to Start-up and MSE companies is applicable in experience and turnover, subject to ASA100/AS9120 approval for supply of part as on the date of submission of bid.

Form 5: Financial Bid Format Part -1 (To be given on company letter head)

S/N	Description	Bidder Quote INR	GST/Tax %	GST/Tax (in figures)	Total Including GST/Tax
1	Monthly fees				
2	Mark-up Percentage (%) for repair of components				

Monthly Fees in words _____

For arriving L1, formula is given in section 7.6 of tender will be applicable.

Financial Bid Format Part -2 (To be given on company letter head)

3	Total Value/MLP of CSP Items in INR	
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Following parts are not available with AIESL and to be arranged by service provider

S/N	Description	Part no.	Alternate part number	Qty.	MLP (INR) (Rates to be provided by bidder for reference)
1	VALVE-OUTFLOW	20790-20BA		1	
2	VALVE-TRIM AIR	1320A0000-03	1320A0000-01/1320A0000-02	1	
3	FCU	C12850AC03		1	
4	MCDU	C19266AA01/ C19266DA01	C19266BA01/C19266EA01	1	
5	PROBE HEAT COMPUTER	47215920BB00	1663214301/ 1663214401	1	
6	VALVE-SERVO, BRAKE	E21326000-2	E21326000-1	1	
7	VALVE-LOAD CONT	3291432-1	3291432-2	1	
8	VACUUM GENERATER	14330-375	14330-350	1	
9	ATSU	LA2T0G20705C070		1	
10	EIU	3957985114	3957900613/ 3957985115	1	
11	ECU	2123M56P04		1	
12	FIRE DETECTOR (CORE LOOP)	8862-101/8862- 101-1150-707-9	S702Y0443	1	
13	GENERATOR-IDG	1706903	1708897/ 772181A	1	
14	HP BLEED VALVE (PRV)	6773F010000	6713C01/ 6713C010000/ 6713D010000/ 6713D02/ 6713D020000/ 6713D040000/ 6713D050000/ 6713D060000/ 6713D070000/	1	

			6713D080000/ 6773B020000/ 6773B030000/ 6773E010000		
15	PNUMATIC STARTER	3505582-27	301-812-401-0	1	
16	VALVE S/O STARTER (START VALVE)	3291556-3	301-810-604-0	1	
17	HPTCC VALVE	329695-6	1960M28P07	1	
18	SENSOR TEMPERATURE T12	RP198-02	301-794-603-0	1	
19	SENSOR-TEMP T25	RP216-00		1	
20	ELECT PUMP	974540	3029683-001/ 693335	1	
21	IGN EXCITER	10-631045-2	9238M66P08	1	
22	IGN PLUG	CH31900-6	9044035-1/ 9072215-1/ CH31806/ CH31900	1	
23	IDG QAD ADAPTER	772896		1	
24	IDG OIL COOLER	45731-1391	301-790-101-0	1	
25	SLIDE-DOOR,FWD	D31516-717	D31516-615/ D31516-715/ D31516-915/ D31516-617/ D31516-917	1	
26	SLIDE-DOOR,AFT	D31517-717	D31517-615/ D31517-715/ D31517-915/ D31517-617/ D31517-917	1	
27	FAC	B397BAM0624		1	
28	FCDC	115370-1519	115370-1520/ 115370- 1521/ 115370-1522/ 115370-1319	1	
29	BRAKE TEMP. SENSOR	C20464001	C20464002	1	
30	FWC	350E053021818		1	
31	SLIDE ASSY-ESCAPE (LH)	62292-107	62292-109	1	
32	SLIDE ASSY-ESCAPE (RH)	62292-108	62292-110	1	
33	ELT IMPACT ACTIVATED	S1821502-02		1	
34	FUEL RETURNING VALVE	8910-332		1	
35	FUEL PUMP	724400-2	301-797-402-0	1	
36	IP CHECK VALVE	2293B020000	2290A03/ 2290A030000/ 2290A050000/ 2290B010000/ 2290B020000/ 2291A010000/ 2291A020000/ 2291A030000/ 2293A010000/ 2293B01000/ 2293B010000	1	
37	FQI	1407KID02-03		1	
Total Value/MLP of CSP Items in INR					

Total Value/MLP of CSP Items in INR (words) (Z) :-

Financial Bid Format Part -3 – Engine, APU & Landing Gear (Per-Month Charges)

Bidders are required to submit the Financial Bid for Engine, APU, and Landing Gear on a per-month applicable charge basis, as per the prescribed format. The rates quoted under this section shall remain fixed throughout the entire duration of the contract and will be utilized only as and when required during contract execution.

It is further clarified that the prices quoted Part-2 and Part -3 of Financial Bid Format are for reference/use purposes only and shall *not* be considered for L1 evaluation or for determining the lowest bidder.

Sr. No.	Aircraft Type	Engine Type	Model	Engine/month	APU Type	APU/month(INR)	Landing Gear/month (INR)
1	A-321	CFM56-5B3	321-211		131-9A		
2	A-319	CFM56-5B5	319-112				

I/We hereby declare that I/We have read and understood the scope of work & description of work, special and standard terms and conditions of the contract and hereby agree to abide by the same.

Further, I am authorised to quote the price bid.

Signature to be added here

Note:

- 1) Bid should be in INR only.
- 2) Bid/Quote should include all taxes payable to authorities.
- 3) In case of discrepancy between unit price and total price, the unit price shall prevail.
- 4) In case of discrepancy between figures and words, the price in words shall prevail.
- 5) Taxes and other levies/ charges shall be payable as per actual at applicable rates.

INTEGRITY PACT

Between

AI ENGINEERING SERVICES LIMITED

herein after referred to as "The Principal",

And

M/s (Name of Vendor)

hereinafter referred to as "The Bidder/Contractor"

(The Principal and the Bidder/Contractor are hereinafter collectively referred to as "Parties" and individually as a "Party")

Tender No: _____ Tender Description _____

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 202__ at _____, India.

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract for appointment of service provider to provide _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of the Contract, demand, take a promise for or accept, for itself or third person, any material or immaterial benefit which the person is not legally entitled to. The word 'take' shall also include the past and future.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- c. The Principal will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
2. If the Principal obtains information on the conduct of any of its employees which constitutes a criminal offence under the Bharatiya Nyaya Sanhita, 2023/ Prevention of Corruption Act, 1988 (PCA) and/or the anti-corruption laws of India and/or the conduct rules of the Principal, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption in their dealings with the Principal and other parties, associated with the Tender/Contract. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees including but not limited to those involved in the Tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders in to any undisclosed agreement or understanding, whether formal or informal, whether in writing or oral. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act and/or anti-corruption laws; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. This Integrity Pact shall override the confidentiality clause, if any, in the offer submitted by the Contractor/Bidder and in the agreement entered into by the Principal with the Contractor/Bidder.
2. The Bidder(s)/Contractor(s) will not instigate its own employees and/or third persons to commit offences or acts outlined above or be an accessory to such offences.

Section 3 -Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

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

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security and other actual damages due to the consequential delay.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.
3. The Contractor/Bidder shall not be entitled to claim from the Principal any amounts either as damages or otherwise, on account of such termination.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with the Principal and/or with any other Company/organization in India or any other country relating to corruption or any such offence with any other Public Sector Enterprise in India or in any other country that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement(s) on this subject, he can be disqualified from the Tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings” mentioned herein.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors subject to the subject matter of the tender/contract.
3. The Principal reserves the right to disqualify from the tender process all bidders who do not sign this Pact or violate its provisions, whether in full or part.

Section 7 – Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or an authorized representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption or offence under the IPC/PCA, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor/Monitors

1. The Principal shall appoint a competent and credible Independent External Monitor for this Integrity Pact for the purpose of administration of the Pact. The task of the said Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally, independently and without bias. He shall report to the Chairman of the Board of Directors of the Principal.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Tender documentation of the Principal including that provided by the Contractor. The Contractor will also grant the

- Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Tender documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the subject matter of the Tender provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The Parties offer to the Monitor the option to participate in such meetings.
 5. As soon as the Monitor notices, or believes to notice, a violation of this Integrity Pact, he will so inform the authorized Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action as he deems fit. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action.
 6. The Monitor will submit a written report to the aforesaid Chairman , within 8 (eight) to 10 (ten) weeks from the date of reference or intimation to him by the Principal and, should when desired/demanded by the Principal, submit proposals for correcting problematic situations.
 7. Monitor shall be entitled to compensation on the same terms as being extended to/ provided to Independent Directors on the Board of Directors of the Principal.
 8. If the Monitor has reported to the Chairman, a substantiated constitution of an offence under the relevant provisions of BNS/ PC Act, and the Chairman has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
 9. The word 'Monitor' would include both singular and plural.
 10. The details of Officials appointed by AIAHL & its subsidiaries as IEMs are given below:
 - i. Smt. Dolly Chakrabarty
I-1732, Second Floor,

Chittaranjan Park,

New Delhi- 110019.
 - ii. Sh. Pramod Shripad Phalnikar
Tower 9, Floor 10th

Flat B, New Moti Bagh,

New Delhi-110023

Section 9 – Pact Duration

The term of This Integrity Pact shall commence as soon as it has been signed by the authorized representatives both the parties. It shall expire for the Contractor 3 years after the last payment under the Contract, and for all other Bidders 12 (twelve) months after the contract has been awarded.

If any claim is made/lodged during this time by or against the Bidder/Contractor/Principal/third party, the Integrity Pact shall be binding and continue to be valid despite the expiry as specified above, unless it is discharged / determined by the Principal in writing.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Delhi. In case of any dispute regarding this integrity pact, the arbitration clause as mentioned in the Tender shall be applicable.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Bidder/Contractor is a partnership or a consortium, this Integrity Pact must be signed by all partners or consortium members and in the case of a Company by an authorized representative.
4. Should one or several provisions of this Integrity Pact turnout to be invalid or unenforceable, the remaining clauses, sections and provisions of this Integrity Pact remain valid. In this case, the parties will amend the Integrity Pact and strive to achieve an agreement which is close, to the maximum extent possible to their original intentions.

(For & On behalf of the Principal)

(Office Seal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

Place-----

Date-----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

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(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)
