REF- AIESL/DEL/CPC/2026-27/140

Issued by:
Central Procurement Cell
AI Engineering Services Ltd.
New Delhi- 110003

While every care has been taken to ensure that the contents of this tender are accurate and up to date till date, the entities are advised to check the precise current provisions of extant law and other applicable instructions from the original sources. In case of any conflict between the provisions stipulated in this tender and in the original sources, such as GFR or the prevailing laws, the provisions contained in the extant law and the original instructions shall prevail.

REF- AIESL/DEL/CPC/2026-27/140

Section-I

Notice Inviting Tender (NIT)

AI Engineering Services Ltd (AIESL),
HQ: 2nd Floor, CRA Building, Safdarjung Airport Complex,
New Delhi-110003
Phone no- 011-25667825/7831
Website: www.aiesl.in

E-Tenders are invited on CPP portal from eligible and qualified bidders meeting Qualification Criteria for supply of the following goods/services:

Sr. No.	Brief Description of Goods / Services /Category	Quantity (in UOM)	Earnest Money Deposit (EMD) (in INR)	Remarks
1	"Supply of Landing Gear complete shipset (One MLG-RH, one MLG LH and one NLG) A321-211 AIRCRAFT" *(List of materials are given in section-III work scope of this bid document)*	01 Shipset	₹ 5,00,000	For detailed Scope of Work, Specifications, BOQ, and other terms & conditions, please refer Tender Document

For details, the Tender document is also available for downloading free of cost from e-procurement portal, or may also be downloaded from AIESL website www.aiesl.in/tenders

Chief Procurement Officer
AI Engineering Services Limited

DISCLAIMER

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, or no responsibility or liability will be accepted by AI Engineering Services Ltd. (AIESL) or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by AI Engineering Services Ltd., but an invitation. No contractual obligation on behalf of AI Engineering Services Ltd., whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of AI Engineering Services Ltd. and the Bidder.

The information is provided on the terms and conditions set out in this Tender.

This Tender is not an agreement and is neither an offer nor invitation by AI Engineering Services Ltd. to the prospective bidder(s) or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in making their technical and commercial offers pursuant to this Tender.

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

AI Engineering Services Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any or bidder upon the statements contained in this Tender.

Any information/documents including information/documents pertaining to this Tender or subsequently provided to bidder(s) and/or successful bidder and information/ documents relating to the bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation is not subject to disclosure as public information/ documents.

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

Introduction

AI Engineering Services Ltd. has been incorporated under the Indian Companies Act 1956. AI Engineering Services Ltd. Limited is an Aviation MRO and fully owned Company of Government of India which provides maintenance, repair and related support for fleets of aircraft of Govt. organizations as well as commercial domestic and international airlines.

AIESL invites bids from reputed and experienced contractors for the **"**Supply of Landing Gear complete shipset (One MLG-RH, one MLG LH and one NLG) A321-211 AIRCRAFT**".** The good shall be supplied in accordance with the scope of work, technical specifications, terms and conditions, and other requirements stipulated in the Tender Document.

AIESL invites online bids through the CPP Portal under a Limited Single-Stage, Two-Bid System, comprising (i) the Technical Bid and (ii) the Financial Bid. Bidders shall submit both bids online simultaneously in accordance with the tender requirements. The Technical Bids shall be opened and evaluated first. Thereafter, the Financial Bids of only those bidders who qualify in the technical evaluation shall be opened. The tender shall be processed in accordance with the terms and conditions specified in the tender document.

The eligibility criteria, minimum work experience requirements, detailed scope of work, technical specifications, and other terms and conditions are specified in the Tender Document. Only bidders who are in approved supplier list of AIESL and having relevant aviation experience and meeting the prescribed eligibility criteria are eligible to participate in the tender.

OBJECTIVE

The purpose of this Tender document is to present the requirements of AI Engineering Services Limited (AIESL) and to invite Technical and Price bids under the two-bid tender process, from experienced, capable & reputed agencies registered in India for "Supply of Landing Gear complete shipset (One MLG-RH, one MLG LH and one NLG) A321-211 AIRCRAFT".

The supply under the Purchase order shall be executed in accordance with the Scope of Work, BOQ, approved rates, technical specifications and other terms and conditions stipulated in the Tender Document.

1.1 Critical Data Summary

AIESL Reference No.	AIESL/DEL/CPC/2026-27/140
Description of Goods / Services /Category	"Supply of Landing Gear complete shipset (One MLG-RH, one MLG LH and one NLG) A321-211 AIRCRAFT
Type of Tender	**Goods** NCB (National Competitive bidding): open tender Two bid system (Technical Bid & Financial Bid)
Selection Criteria	Least cost basis.
Submission of Bids	Through e-procurement Portal only
Date of issue of tender	Refer portal
Place and time of pre bid conference	7 days from the date of publishing Tender Online /Offline. Please refer portal for details.
Process to raise pre bid queries	Pre-bid queries (if any) must be raised by bidders on portal at least one day prior to pre bid meeting. Any other mode of queries will not be entertained.
Site Visit	Not required
Last date/ time for submission of Bids documents through portal ("Due Date/ Time")	Refer Portal
Date and Time of Opening of technical Bid	Refer Portal
Opening of Financial Bid	Refer Portal
Extension of Due Date/Time	The Due Date / Time of submission and opening of Bids may be extended at any time, at the sole discretion of AIESL. Bidders are advised to visit Portal regularly for updates.
Estimated value of the Tender	₹ 17,00,00,000/- incl. taxes (Rupees Seventeen Crore Only)
Earnest Money Deposit (EMD)	₹ 5,00,000 /- (Five lakh only) Beneficiary Name: AI Engineering Services Limited, Delhi Bank Name: STATE BANK OF INDIA Branch: 11 Sansad Marg, New Delhi- 110001 A/c No 33029526378, IFSC Code: SBIN0000691, Payable at: New Delhi The bidder may pay the EMD amount through the following online payment link: https://forms.eduqfix.com/aiengineering/add
Period of Contract	Till warranty: Min 12 months (Refer clause- 22 of section-II, GTC)
Delivery Location	AI Engineering Services Limited, A320, New Avionics Complex, IGIA, T-2, New delhi-110037
Payment Terms	Payment shall be made within 30 days from the goods receipt, inspected, acceptance by aiesl inspector and submission of commercially correct invoice along with all required supporting documents, duly verified and certified by the Engineer-in-Charge/authorized representative of AIESL.

1.2 ABBREVIATIONS:

AITB	Appendix to Instructions To Bidders
AEP	Airport Entry Pass
ADP	Airport Driven Permit
AMC	Annual Maintenance Contract
BCAS	Bureau of Civil Aviation Security
BG	Bank Guarantee
BOQ	Bill of Quantities
BIS	Bureau of Indian Standards
BSD	Bid Security Declaration
BNS	Bharatiya Nyaya Sanhita
CGST	Central Goods and Services Tax
CPO	Chief Procurement Officer
CPPP	Central Public Procurement Portal
CPSE	Central Public Sector Enterprise
CPWD	Central Public Works Department
CVC	Central Vigilance Commission
DLP	Defect Liability Period
DoE	Department of Expenditure
DPIIT	Department for Promotion of Industry and Internal Trade
EFT	Electronic Funds Transfer
EMD	Earnest Money Deposit
EPFO	Employees Provident Fund Organization
ESI	Employees State Insurance
GCC	General Conditions of Contract
GeM	Government e -Marketplace
GFR	General Financial Rules, 2017
GOI	Government of India
GST	Goods and Services Tax
GSTIN	GST Identification Number
GTE	Global Tender Enquiry
HSN	Harmonized System of Nomenclature
IEM	Independent External Monitor
IGST	Integrated Goods and Services Tax
IP	Integrity Pact
IPR	Intellectual Property Rights
INR	Indian Rupee
ISO	International Organization for Standardization
ITB	Instructions To Bidders
JV	Joint Venture
DAP	Delivery at Place
JV/C	Joint Venture/ Consortium

L1	Lowest Bidder
LD	Liquidated Damages
LoA	Letter of Award (Acceptance)
LOI	Letter of Invitation
LCS	Least Cost System
MADC	Maharashtra Airport Development Company
MB	Measurement Book
IEC	Importer-Exporter Code
MII	Make in India
MRO	Maintenance, Repair and Overhaul
MSE	Micro and Small Enterprises
MSME	Micro Small and Medium Enterprises
PRC	Provisional Receipt Certificate
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
TAT	Turnaround time
PBG	Performance Bank Guarantee
PC	(Indian) Penal Code
PPD	Procurement Policy Division
PPP-MII	Public Procurement (Preference to Make in India), Order
PQB	Pre-Qualification Bidding
PQC	Pre-qualification Criteria
PVC	Price Variation Clause
RAP	Reverse Auction Process
RCM	Reverse Charge Mechanism
OEM	Original Equipment Manufacturer
SC	Scheduled Caste
SCC	Special Conditions of Contract
SD	Security Deposit
SGST	State Goods and Services Tax
SLA	Service Level Agreement
SOR	Schedule of Rates
ST	Scheduled Tribe
TC	Tender Committee
TCS	Tax Collected at Source
TDS	Tax Deducted at Source
TIA	Tender Inviting Authority
TIS	Tender Information Summary
VAT	Value Added Tax
DTD	Door to door basis

1.3 Appendix to NIT: Tender Information Summary

Tender Document No. _____
Tender Title: "Supply of Landing Gear complete shipset (One MLG-RH, one MLG LH and one NLG) A321-211 AIRCRAFT**".**

Tender Information Summary (TIS)			
1.0 Basic Tender Details			
Tender Title		**"**Supply of Landing Gear complete shipset (One MLG-RH, one MLG LH and one NLG) A321-211 AIRCRAFT**".**	
Tender Ref Number	140	Tender ID	AIESL/DEL/CPC/2026-27/140
Tender Type	*Open Tender – Limited*	Form of Contract	Procurement and warranty based.
Tender Category	*Goods*	No. of stages	*One stage*
Bidding System	*Two-Bid System – Technical Bid and Financial Bid*	Price Structure	Least cost basis
e-Reverse Auction to be held after financial bid opening (See AITB/TIS also in case of Yes)		*No*	
the Procuring organization:	AIESL	The Procuring Entity:	AIESL
Authority on whose behalf Tender is invited	CEO	Through	CPO
Tender Inviting Authority (TIA)	*Central Procurement Cell*	Address	*JEOC complex, IGIA, New Delhi*
Appointing Authority for Arbitration		Head of the AIESL	
2.0 Requirement Details			
Contract Period:	Not applicable, however warranty clause is applicable	Form of Contract	*Purchase order.*
Schedule		Supply within 15 days after award of PO	
Goods Details:		Complete landing gear shipset.	
Indicative HSN Code:	*N/A*	Consignee/ State:	*AIESL, New Delhi*
3.0 Critical Dates			
Published Date	*Refer CPP portal*	Bid Validity (Days from the date of Tender Opening)	*Refer portal*

Document Download Start Date & Time	*Refer portal*	Document Download End Date & Time	*Refer portal*
Clarification Start Date & Time	*Refer portal*	Clarification End Date & Time	*Refer portal*
bid Submission Start Date & Time	*Refer portal*	bid Submission Closing Date & Time	*Refer portal*
Tender Opening (techno-commercial bid) Date & Time	*21 days after uploading on CPP portal (refer portal)*	Tender Opening (Financial bid) Date & Time	*Refer portal*
4.0 Eligibility to Participate			
Nature of Bidders eligible	*PVT Ltd./Proprietorship/ Partnership/PPP/HUF/LLP **or** other enterprises registered in India as per company act.*		
Minimum local content for eligibility to participate (Make in India Policy)	*Not applicable as part is not manufactured or assembled in India.*		
Classes of Local Suppliers eligible to participate (Make in India Policy)	*Not applicable*		
MSE	*As per MSME act 2006*		
Start-ups preferences	*Not given*		
5.0 Thresholds for Eligibility to Participate and Preference under Make in India Policy			
Classification of Local Suppliers based on Minimum local content	*Not applicable as part is neither manufactured nor assembled in India.*		
The margin of purchase preference	*No*		
Is the requirement divisible for preference	*No*		
Would the contract be split among more than one bidder	*No*		
6.0 Obtaining the Tender Document and clarifications			
Office/ Contact Person/ email for clarifications	Details given on CPP portal		
Downloading of bid document	From portal or AIESL website		
7.0 Pre-bid Conference			
Place, time, and date of the Pre-bid Conference	*Refer portal*		
Place, time, and date before which Written queries for the Pre-bid conference must be received	*On portal*		
Place at which registration of participants for the Pre-bid conference must be received	*AI Engineering Services Limited (AIESL), JEOC complex, IGIA, New Delhi-110037*		
8.0 Preparation and Submission and Opening of Bids			
Bids to be Addressed to	DGM-CPC, JEOC complex, IGIA, New Delhi		
Instructions for Online bid Submission	*Refer portal*		
Tender Opening Place	*CPP portal*		

Alternate Bids allowed		*Not allowed*	
9.0 Physical submission of Originals/ Self-attested copies of Originals of Scanned Documents uploaded			
Physical documents required/ permitted to be submitted		*Not Required*	
10.0 Documents relating to Bid Security and Performance Security.			
[In lieu of Bid Security, Bid Security Declaration is to be submitted by all eligible bidders claiming EMD exemption as per Form-7]			
Performance Security	*Applicable @ 5% of Order value*	Form of Security and to whom to be addressed	*AI ENGINEERING SERVICES LTD.*
Additional Clauses			
Clause		**Description**	
Integrity Pact to be Signed and Submitted along with bid	*Applicable*	Independent External Monitor, Name and Contact Details - *YES, IF TENDER VALUE IS MORE THEN 10 CR*	*Applicable* Sh. Pramod Shripad Phalnikar
Price Variation	*Not applicable*	Advance Payments Provided	*Not applicable*
Quantity Splitting/ Parallel Orders	*Not applicable*	If yes, the Ratio of Distribution among L-1 and others	*Not applicable*

Section -II

GENERAL TERMS & CONDITIONS

AI Engineering Services Ltd. Limited reserves the right to accept or reject any/or all bids, annul the tender process and reject all bids at any time prior to the award of Contract without incurring any liability to the Tenderer(s) or without any obligation to inform the Tenderer (s) of the grounds for its action. AI Engineering Services Ltd. also reserves the right to extend the validity period of the Tender due date and has right to re-issue the Tender without Bidders having right to object to such reissue.

1. ABBREVIATIONS, DEFINITIONS, AND INSTRUCTIONS TO TENDERERS:

1.1 For abbreviations Refer clause 1.1 of NIT.

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

i. "Applicable Law" means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, and applicable to the Tender.

ii. "Bid"/" Proposals" means the proposals submitted by the Bidder(s) in response to this Tender in accordance with the provisions hereof including, Technical Bid and Price Bid along with all other documents forming part and in support thereof.

iii. "Bidder" means eligible entity who submits the Bid along with Earnest Money Deposit and Tender Fees under this Tender within the stipulated time for submission of Bids.

iv. The term "Contract/Agreement" shall mean the agreement entered into between AIESL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.

v. "Successful Bidder" shall mean the Bidder whose technical bid and price bid has been accepted by AIESL and to whom a Letter of Acceptance is consequently issued by AIESL and the same has been accepted such Successful Bidder/Tenderer vide a letter.

vi. Any other term(s), not defined herein above but defined elsewhere in this Tender shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

vii. Term: The term of the proposed warranty.

Bid Submission requirement, Tender Opening and the evaluation process:

2.1 Tender document contains the Eligibility Criteria, detailed work scope of the item required & other terms and conditions are available on portal for downloading on free of cost.

2.2 Bidders are requested to carefully examine the Tender Documents, Terms & Conditions of Assignment, Specifications and if there should be or appear to be any ambiguity therein, they should immediately liaise

with AI Engineering Services Ltd. Limited for necessary clarification through the prescribed CPPP/pre-bid mechanism.

2.3 The Bids should be neatly presented, filled and sign all pages of the tender document and all the enclosures accompanying the tender document before submission of the Bid.

2.4 The tender document must be serially numbered with page numbers marked on each page and signed by the bidder.

2.5 The Tender shall contain the name of the authorized signatory with designation, postal address, email address, Telephone No. and Fax No. for the Bid in connection with the Tender.

2.6 The Tender document shall include the documentary proofs for qualifying requirements.

2.7 Bidders who wish to attend pre-bid meeting may send their representative with authorization letter on their company letter head as per Format-2 duly signed & stamped by their authorized signatory for presenting the same to the Tender Committee at the time pre-bid at given address, time and date.

2.8 AIESL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process. However, AIESL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing contained herein shall be taken or read as compelling or requiring the AIESL to respond to any question or to provide any clarification.

2.9 The complete bidding document shall be published on CPP portal for the purpose of downloading.

2.10 A successful bidder will be selected on the criteria described in this Tender.

2.11 Bidders are advised to study this Tender document carefully, before submitting their proposals, in response to the Tender Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this Tender document with full understanding of its terms, conditions and implications.

2. Tender Fee

The tender document can be downloaded & submitted on CPP portal free of cost.

3. Submission of Bids:

The Bidders should submit their Bids in a two-bid format

(a) Technical Bid &

(b) Price Bid

- **Technical Bid:** Technical Bid Evaluation will be on **PASS/FAIL basis**. Bidders are advised to submit all relevant documents on portal. Bids will be evaluated on the basis of attached supporting documents. The required conditions must be followed and required documents must be properly attached on portal, AIESL will not ask for documents against such criteria.
- **Price Bids:** Price bids will be opened on portal only of those bidders who found technically qualified.

4.1 Prospective Bidders must submit both their technical bid and Price bid responses properly.

4.2 The Bidders should sign on all pages of the Technical Bid and the Price Bid. Further, all pages of the bid document shall be serially numbered and stamped by the authorized signatory along with supporting documents as asked in the tender document. The individual signing the Tender or other documents in connection with the Tender must certify the capacity in and/or authority in which they are signing the bid.

4.3 **Masked/ Erased Price bid-** Bidders must submit a copy of their price bid response WITHOUT MENTION OF ANY PRICE WHETHER IN FIGURES OR WORDS (with price XXXX) along with the Technical Bid.

4.4 The price bid should remain valid for acceptance for a minimum period of 120 (one hundred and twenty) days from the date of opening of the Technical Bids. However, the validity of the bid must be extended as required, upon request from AIESL to enable completion of the evaluation of the bids and finalization of the Successful Bidder.

4.5 AIESL reserves the right to accept/reject any/all bids. Further, incomplete bids are also liable to

be rejected.

4.6 For any query, please write to:
O/o DGM-CPC
AI Engineering Services Ltd, JEOC complex
I.G.I. Airport, New Delhi-110037, INDIA Tel: + 91 11 25667831, 7875
E-mail: ak.jaiswal1@aiesl.in
For technical query, email: kaushal.tripathi@aiesl.in

4.7 AIESL has the right to amend and/or re-issue the Tender document without the applicant(s) /bidder(s) having any right to object to such reissue.

5 **Pre-bid Meeting:**

5.1 AIESL will convene a pre- bid meeting to address clarification sought by prospective Bidders and incorporate suggestion suitable to AIESL, if any**.**

5.2 Bidders who wish to attend pre-bid meeting may send their representative with authorization letter on their company letter head as per Format-2 duly signed & stamped by their authorized signatory for presenting the same to the Tender Committee at the time pre-bid at given address, time and date.

5.3 **Participation is not mandatory**. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno/ commercial conditions. The bidder shall be deemed to have examined the site and satisfied itself regarding the nature and extent of the work, site conditions and all other circumstances which may affect the execution and pricing of the works. No claim arising solely from lack of knowledge of site conditions shall ordinarily be entertained after award of the Contract.

5.4 The bidder shall comply with all applicable security and access requirements of AIESL authorities for entering the premises.

6. Tender Opening:

6.1 On the date of bid opening, only the technical bids would be opened.

6.2 The Price Bids of only those Bidders, who qualify in the Technical Bid evaluation, would be opened at a later date.

6.3 The bids should be neatly presented. No overwriting or cutting/usage of white correction ink would be accepted in the Tender Document.

6.4 AIESL reserves the right to award the contract(s) to Successful Bidder as it may deem fit as per its operational requirements.

7. Grounds for Rejection of Bids without being evaluated, on the following grounds:

i. If, the relevant experience certificates are not attached.

ii. The bid document and all relevant supporting documents shall be duly filled in and signed by the Bidder's authorized signatory. The Bidder shall submit documentary evidence establishing the authority of the signatory to sign and submit the bid on behalf of the Bidder, such as a Power of Attorney, Board Resolution, authorization letter, or any other legally valid document, as applicable. Failure to submit the required authorization document shall render the bid liable for rejection.

iii. In case the bids are not accompanied by any and all supporting documents, the bid shall be liable to be rejected.

iv. If the technical bid has been received without EMD or the EMD has been submitted in a mode other than as specified in the Tender.

v. If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or submission of illegible copies or unexplained materials and/or bids not received as per the desired formats & bidding instructions.
vi. If the price bid indication has been provided in the technical bid response.
vii. If the bid response is not presented neatly and corrections if any are not duly authenticated with full authorised signatures of the person who has signed the bid document,
viii. If the bid has been received without the undertaking of acceptance of all terms & conditions.
ix. If the bid (technical/price) is incomplete.
x. The above list is only illustrative and there can be other relevant grounds of rejection of bids.

8. ELIGIBILITY CRITERIA:

8.1 The Bidders must have PAN / GSTIN at the time of application of tender. Self-attested copy of PAN/GSTIN Number must be enclosed along with the Technical Bid. (The self-attested scanned copy of PAN & GSTIN should be attached).

8.2 Financial Capabilities:
The Bidders must have a minimum Average Annual Financial Turnover of Rs 5,10,00,000/- (Rupees Five crore and ten lakhs Only) for the last three financial Years of the previous financial years. Audited Copy(s) of *Profit &* Loss statement *showing the sales figures* for the said Financial Years are to be submitted as proof of above to be enclosed.

8.3 The Bidder must be a Company registered under the Indian Companies Act or Proprietorship or partnership, LLPs or PPP.

8.4 **PAST EXPERIENCE CRITERIA:**

- Bidders Currently registered with AIESL as Quality approved suppliers are Eligible to participate in this tender.

OR

- In case, Bidder is not OEM or OEM approved or OEM recommended suppliers then Bidder(s) shall be required to first qualify for AIESL's "Supplier Approval process". This process shall require following documents:

a) Bidder's accreditation to any one of institutions i.e Society of Automotive Engineers (SAE), International Organization for Standardization (ISO), American National Standards Institute (ANSI), Airline Suppliers Association (ASA) or similar or equivalent program guideline / regulations stipulated by National Regulatory Authority. Accordingly, Bidder shall be required to provide any one of following accreditation certificate.

i- EN/AS9120 (listed in the OASIS database)
ii- ASA-100
iii- EASO 2012
iv- FAA AC 00-56

b) Bidder's Quality Manual/ Procedure Manual.
c) The system to identify and quarantine spurious parts/ supplies.
d) Bidder's three years Quality Internal Audit Reports.
e) Bidder's Commitment to free access of AIESL's quality auditors

Details of experience should be filled up in **Annexure-A** and PO copies/ agreements with satisfactory performance certificate (issued by the user) for each order, be attached in support of **annexure-C** & be submitted with Technical Bid as proof of the experience, failing

which bids submitted by bidders will be liable for rejection. And no clarifications will be asked by AIESL in this regard.

8.5 The Bidders must submit self-attested copy of Income Tax Return along with computation of last three Financial Years with the Technical Bid.

8.6 The bidder/company or any of its subsidiary, must not have been blacklisted by AIESL or any other Govt./Public Sector Undertakings. If so, the details must be provided.

8.7 The Bidders must furnish all information along with supporting document as per eligibility criteria.

8.8 Bidders should have relevant approvals or any other which may require to avoid fines and accident or mishappening. AIESL will not be responsible for any damages, incidents, if happened.

8.9 Bidders should have Active registration with AIESL or He shall be in approved supplier list of aiesl.

8.10 No extra payment will be paid by AIESL in any case. Payment of quoted price will be paid by AIESL.

8.11 **Statutory Registrations:** Valid PAN, GSTIN etc.

8.12 Any bidder from a country sharing a land border with India (but not in development partnership with India), or any bidder (including Indian) having a Specified Transfer of Technology (ToT) arrangement with such a country, shall be eligible subject to certain conditions.

"Bidder (or entity) from a country which shares a land border with India" means:

(a) An entity incorporated, established or registered in such a country; or

(b) A subsidiary of an entity incorporated, established or registered in such a country; or

(c) An entity substantially controlled through entities incorporated, established or registered in such a country; or

(d) An entity whose **beneficial owner** is situated in such a country; or

(e) An Indian (or other) agent of such an entity; or

(f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

Note:

i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. **"Controlling ownership interest"** means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company. **"Control"** shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

iv. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

vi. Net-worth: The net worth of the bidder firm should not be negative on "the relevant date" and should have not eroded by more than 30% in the last three years, ending on the "relevant date".

vii. In the event of any breach or violation of the tender terms and conditions by the bidder/successful bidder, AIESL reserves the right to blacklist/debar the bidder from participating in any tender, bid, procurement, or purchase exercise of AIESL for a period of two (02) years, in addition to any other action deemed appropriate under the contract and applicable rules.

8.13 **Conflict of Interest among Bidders/ Agents:** Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the AIESL throughout the tender process and execution of the Contract. The bidder shall be considered to have a conflict of interest in the tender process and execution of the resultant contract in the following situations:

a) If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly.

b) The bidder (or his allied firm provided services for the need assessment/ procurement planning of the Tender process in which it is participating.

c) Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV/ consortium member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of the bid in which he is a main/ principal/ lead bidder. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a consortium/ JV.

9. Amendment

Amendments, corrigendum, clarifications, and due date extension if any, to this Tender will be hosted on CPP portal and no separate Notice Inviting Tender (NIT) would be issued in the newspapers or anywhere else. AIESL will also not intimate the Bidders individually of the same. The Bidders are therefore, advised to visit the CPP portal regularly till the date of closing of the Tender (or extended date, if any).

10. **Modification of Bids**

i. 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) on CPP portal, if possible, by CPP portal. The last modified bid of the Bidder received by AIESL before the due date (or extended due date, if any) and as submitted to AIESL shall be final and binding on the Bidder. This will be as per CPP portal process and bidders to do follow up with CPP portal if any problem persists. AIESL will not be responsible for any delay or wrong attachments.

ii. At any time prior to the last date for submission of bids, AIESL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidders, modify this Tender document by an amendment. In order to afford reasonable time to Bidders to take such amendments into account for preparation and submission of their bids, AIESL may, at its discretion, extend the last date for the submission of bids through an announcement on CPP portal.

11. **Withdrawal of Bids**

The last modified bid of the Bidder received by AIESL before the due date (or extended due date, if

any) and as submitted to AIESL shall be final and binding on the Bidder. If CPP PORTAL allowed.

12. Evaluation criteria for the technical bids, Commercial bids & method of arriving at L-1 bidder.

12.1 Technical bid:

i. The technical bids submitted would be evaluated to verify the suitability and compliance of the bidder as to whether the applicant to the tender has the required capability, capacity and / or expertise to provide the required services under this tender. Assessment would be made to determine whether the bidders meet the requirement under Scope of Work of AIESL, as per the pre-qualification criteria and compliance to other terms and conditions of the tender.

ii. It may be noted that all those bidders who fully and unconditionally meet all of the Eligibility criteria listed above would be declared qualified in the technical evaluation process.

iii. The bidder's offers would be evaluated based on their response to the Eligibility criteria and the response to the technical information. All the conditions indicated as "MANDATORY" conditions given in forms, work scope and formats, are to be mandatorily fulfilled and along-with the said Annexure, the supporting documents thereof are to be given, to qualify for the evaluation of the technical bid. The bidder must also have submitted the requisite amount of EMD along-with the technical bid response to qualify the technical evaluation. Any exceptions, conditions, covenants or qualifying remarks submitted by the bidders will not be accepted.

iv. AIESL reserves the right to confirm the authenticity of the bid documents or to seek more clarifications from the references quoted by the Bidders in their bids, for compliance with the requirements as mentioned in the Tender, without the knowledge of the concerned Bidders.

v. The verification of the information submitted by the bidder through a pre-bid meeting by the Technical Committee shall also be the part of the Technical Evaluation.

vi. The bids will be evaluated to verify compliance with the pre-qualification criteria.

12.2 Price bid: The Price Bids of only those bidders who qualify and are short listed on evaluation of their Technical Bids would be opened. The bidder will have to submit the Price Bid in prescribed format only and final value should be entered in CPP portal to get final cost of project. AIESL may seek price break-up during the evaluation.

12.2.a Method of evaluation of PRICE BIDS and arriving at L-1 offer

1) **METHOD OF ARRIVING AT L1 VENDOR**

- The bidder shall quote as per the prescribed Financial Bid format.
- The technically qualified bidder quoting the lowest rates shall be ranked L1 (successful bidder).

2) **Other points to be noted while submitting the Bid:** AIESL will not accept inclusion of any additional costs, if requested for after opening of the tender.

3) "In case of any mismatch or arithmetical error in the bid calculations, AIESL reserves the right to recompute the total bid value based on the quoted line-item rates and applicable GST. The corrected amount so arrived at shall be treated as the final bid price, and the bidder shall be deemed to have accepted the same."

13. Disqualifications: Even though the Bidders meet the aforesaid criteria, they are subject to be disqualified if the following are observed during evaluation:

a. Bidder has made misleading or false representation in the forms, statements, and attachments submitted.

b. Records of poor performance of work (whether for AIESL, or any other company/organization) during the last 3 (three) years march ending, as on the date of submission of the bid, such as abandoning the work, rescinding of the contract for which the reasons are attributable to the non-performance of the Bidder or its constituents, inordinate delays in completion, history of litigation

/ arbitration awarded against the Bidder or any of its constituents or financial failure due to bankruptcy etc.

c. The bidder has been into any kind of legal dispute or arbitration in the past or at present with AIESL or its sister companies.

d. The Bidder has been blacklisted anywhere in India; he shall not be allowed to participate in the tender.

e. The bid offer has been made by an intermediary/agent/middleman.

14. Award of the Contract, Acceptance and Commencement

a. The Contract shall be awarded to the Successful Bidder vide the Letter of Award (LOA) issued by AIESL, based on the evaluation of the bids by AIESL and order will be released through CPP portal/RAMCO.

b. The Successful Bidder has to convey acceptance of the LOA within 7 days of its receipt.

15. Zero deviation:

Bidders are advised to quote strictly as per terms and conditions of tender document and not to stipulate any deviation / exceptions.

16. Earnest Money Deposit: The Bidders may submit an EMD of **Rs 5,00,000 (Rupees Five Lakhs Only**) through below link in favour of "AI Engineering Services Ltd.". If the Bidders is seeking exemption from submission of EMD as per Para 17 of this tender, they must submit the relevant documents.

16.1 EMD will be interest free.

16.2 EMD of the unsuccessful bidders will be refunded within 60 (sixty) days after completion of the Tender process or after the award of the Contract.

16.3 EMD of the Successful Bidder will be returned after receipt of security deposit(SD) or bank guarantee (BG) in lieu thereof as stated in the clause of Security deposit EMD will be forfeited in the event of Bidder withdrawing or modifying their bid or fails to abide by any terms of the Tender, after opening of the bids or deviates or derogates from the conditions of the Tender or if the successful Bidders declining/refuses to accept the Letter of Award (LOA) and execute the contract, or declining to furnish the security deposit.

16.4 The EMD must be submitted through net banking using the following details/link:

https://forms.eduqfix.com/aiengineering/add?formType=8489935188309188

16.5 Bidder has to upload scanned copy / proof of submission of EMD along with bid. Failure of proof bids may be rejected.

17. Exemption for Micro & Small Enterprises (MSEs) & Start-ups:

17.1 As per Public Procurement Policy for Micro, Small & Medium Enterprises (MSMEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012.

(a) District Industries Centers (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

17.2 MSEs participating in the tender must submit the latest certificate of registration with any one of the above agencies indicating the details of the particular tendered item along with their bid.

17.3 The MSMEs registered with District Industries Centers must submit the 'Acknowledgement of Entrepreneur Memorandum (EM) Part-II' along with their bid. The MSMEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.

17.4 The Micro & Small Enterprises not registered for the particular trade/item for which the tender is relevant, would not be eligible for exemption for EMD submission.

17.5 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.

17.6 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.

17.7 Exemption from submission of Earnest Money Deposit (EMD) – The MSEs registered in same category with above mentioned agencies/bodies are exempted from payment of Earnest Money Deposit (EMD).

17.8 The successful Bidders will however be required to submit the Security Deposit equivalent to 5% of the Contract/PO value.

17.9 **Purchase Preference -** The MSEs registered with above mentioned agencies/bodies for the tendered item and quoting price within a price band of L1 + 15 percent shall be allowed to supply by bringing down their price to L1 price in a situation where L1 price is from other than an MSE.

18. Performance Security / Security Deposit/ ePBG/PBG:

18.1 Successful Bidder shall submit interest free Performance Security equivalent to 5% of purchase order value in the form of Security Deposit at AIESL or Bank Guarantee from a scheduled commercial bank, within 2 weeks of receipt of the Purchase Order.

i. Successful Bidder must submit the Performance Security or security deposit by using below link

https://forms.eduqfix.com/aiengineering/add?formType=8489935188309188

ii. By execution of a Bank Guarantee for an equivalent amount. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the Bidders.

18.2 The Security Deposit / Bank Guarantee will be refunded / returned after 2 months of successful completion of warranty period and contractual obligations.

18.3 In case, Security Deposit is not deposited in time, the bills shall not be processed for payment. In exceptional case, if the shortlisted Bidders desires, the Security Deposit amount can be deducted from the shortlisted Bidders' bills and the balance payment released, for which the vendor will have to give a specific request to our Finance Department.

19. Invoices, Billing and Payment:

19a Invoice:

For the purpose of this contract, a **"commercially correct invoice"** shall mean an invoice that:

- Is raised strictly in accordance with the Purchase Order terms;

- Contains correct GST registration details of both parties;
- Includes HSN/SAC code and applicable GST rate;
- Is supported with necessary completion documents;

Supplier shall submit the following with each claim:

- Commercially Correct invoice
- Packing list & delivery challan
- EASA form-1/FAA certificates or any other regulatory requirements.

- **Billing Address:**

Central Procurement Cell(CPC)
2nd Floor, CRA Building
Safdarjung Airport Complex,
Safdarjung Airport Area, Satya Sadan,
New Delhi 110003
PAN No. AAFCA9618L
GSTIN #07AAF CA9618L2Z9, Ph. No. 011-25667714/7825

19b. Billing: As per invoice submitted

19c. Payment:

19c.1 The payment terms will be 30 days and payment will be released after inspection done by Inspector-In-Charge of aiesl, and receipt of commercially correct invoice.

19c.2 The contractor shall, without extra charge, provide all assistance with every appliance, and other things necessary for verification of measurements and recording levels.

19c.3 Payment of the undisputed amounts will be made through ECS (Electronic Clearance Service) mode or by cheque if ECS is not available.

19c.4 The payment shall be made after deduction of all applicable taxes including Tax Deducted at Source (TDS).

19c.5 No advance payment shall be admissible

20. Execution of services:

The successful Bidder shall supply goods within 15 days after award of purchase order.

21. NEGOTIATION: Negotiation is not a practice of AIESL therefore bidders are requested to quote in reasonable price, however:

21.1 The AIESL may, if deem necessary, would convene the negotiation meetings. Negotiations would be carried out by the Tender Committee members to clarify items related to terms & conditions, quota allocation in case of MSE bidder etc.

21.2 In case L1 bidder does not attend the negotiation but sends a revised bid with reduction in prices or extend other benefits to AIESL, the same will be considered. The terms and conditions of the tender document would be applicable. In case of any variation on terms and conditions, the clarifications should be sought in writing through email/ letter.

22. Price, Contract/warranty Validity:

- The validity of the Contract would be start from the date of issue of PO or which will be mentioned in LOA. Price will be firm for the offered goods.
- Warranty: The Goods under the contract(s) shall be supplied in accordance with the specifications & quality standards as stipulated in the tender/contract. Warranty period will be 12 months.
- Notwithstanding the fact that the AIESL or its Quality Assurance Officer/inspector may have inspected and / or approved / accepted the said Goods, it is further guaranteed that if during the said warranty period of 12 months, the Goods be discovered not to conform to the requisite description and quality and / or not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the

Seller and the Buyer shall be entitled to call upon the Seller to rectify and / or replace the Goods or such portion thereof as is found to be defective by the Buyer within 15 days. Otherwise, the Seller shall pay to the Buyer such compensations that may arise by reasons of the warranty therein contained.

- **Warranty Clause for Landing Gear Shipset (Overhauled and Serviceable):**
  1) **OH Landing Gear(s)** -12 months or 750 cycles (whichever occurs earlier) in workmanship from the date of installation on aircraft.
  2) **Serviceable Landing Gear(s)** -06 months or 500 cycles (whichever occurs earlier) in workmanship from the date of installation on aircraft.
  3) Repaired/Serviceable/Overhauled LRUs - 12 months from the date of installation on aircraft.
  4) At the time of delivery, the landing gear shipset to be 100% compliant with all active EASA and FAA Airworthiness Directives (ADs), and mandatory Airbus Service Bulletins (SBs), as on 01.10.2026.
  5) The landing gear shall be overhauled, inspected, tested and certified in accordance with the applicable OEM manuals, approved maintenance procedures and relevant aviation regulatory requirements. The supplied unit shall be accompanied by all applicable airworthiness release certificates, traceability documents and supporting technical records.
  6) During the warranty period, any defect, malfunction, premature failure or non-conformity attributable to defective material, workmanship, overhaul or repair shall be rectified by the supplier at no additional cost to AIESL. The supplier shall repair, re-overhaul or replace the defective landing gear, as applicable, including associated costs for transportation, testing, certification and return shipment.
  7) The warranty shall cover the serviceability and airworthiness of the landing gear and its components, subject to proper operation, maintenance and use in accordance with the applicable OEM instructions. The supplier shall provide necessary technical support and corrective action to restore the unit to an acceptable serviceable condition.
  8) The above warranty obligations shall be binding on the supplier throughout the applicable warranty period.
  9) No mandatory SB / Ads / Due MPD tasks / Regulatory requirements shall fall due within next 06 months date of delivery.
  10) Specified in work-scope.

23. coverage of area:

DAP basis: Delivery at place.

Delivery Address - AI Engineering Services, A320, New Avionics complex, IGI Airport, Terminal-II, New Delhi-110037, India.

24. Penalties:

24.1 **Liquidated damages**: In case the Successful Bidder fails to deliver/provide the stated services as per schedule and in the Required Quality, the Successful Bidder shall become liable to pay and shall **pay to AIESL by** way of penalty 0.5% of the late work per week or part thereof subject to a maximum of 5% (five percent).

24.2 **Not meeting quality standards**: No payment will be made for the specific service not meeting the agreed provisions and in addition will attract penalty of 5% (five percent) of the amount so deducted.

The quality standards as referred to herein include the following:

24.3 Materials must meet or exceed quality standards as specified in Bid document.

25. Representations and Warranties to be given by the Successful Bidder in the Contract:

The Successful bidder should provide the following representations and warranties as regards to

the Contract to be executed, which shall remain true and valid throughout the term of the Contract:

25.1 It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver this Contract and the performance of the obligations thereunder.

25.2 The Contract shall constitute a legal valid and binding obligation against it, and is enforceable against it in accordance with the terms herein.

25.4 The execution, delivery and performance of the Contract shall not conflict with, result in the breach of, or constitute a default under any law, rule, regulation, authorization or approval of any government agency or body, or under the terms of any covenant, agreement, understanding decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of applicable laws.

25.5 The payment of salaries, wages, provident fund, gratuity, Bonus etc., to personnel employed by the successful bidder, shall solely be the responsibility of the Successful Bidder. It is hereby clarified that, the personnel of the Successful Bidder shall not be deemed to be employees of AIESL.

25.6 Successful Bidder undertakes to comply with various labour laws, both Central and state as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any other provisions of labour Laws and shall indemnify AIESL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of laws in force.

25.7 Successful Bidder shall compensate AIESL for any damage or loss or caused to the premises/equipment/property of AIESL or any third party on account of negligent act/ performance on the part of its personnel.

25.8 Successful Bidder shall perform all its obligations under the Contract with due care and diligence and in a skillful and business-like manner.

25.9 Successful Bidder shall comply with all such directions issued by AIESL from time to time.

25.10 Successful Bidder has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, has or may have a material adverse effect on its ability to perform its obligations under the Contract.

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

25.12 It is and shall be able to pay its debts as they fall due for payment and is otherwise solvent as per applicable laws, it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed for the whole or any part of its assets or any right, it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing.

25.13 It is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to it.

25.14 All taxes due and payable by it have been paid, and all tax return and reports required to be filed by it have been correctly filed and on time. There are no claims now pending or matter under dispute with any taxing authority in respect of any tax of the successful Bidder.

25.15 It shall be responsible for the payment of all and any taxes including income tax and all

similar taxes and levies in respect of its fees, duties, fines, penalties, etc., by whatever name called as may become due and payable under any laws, rules and/ or regulations as may be prevalent and as amended from time to time in relation to the services rendered under the Contract.

25.16 It shall obtain the necessary permissions and licenses from the concerned authorities for the purposes of the Contract. Further, to keep the said permissions and licenses valid and subsisting at all times during the term of the Contract. In the event that it omits or fails to obtain any requisite permission or license from the concerned authorities then it shall indemnify and keep indemnified AIESL against all losses, costs, or damages that may be suffered by AIESL as a result of such omission or failure.

26. Subcontracting:

The essence of the Tender is that there will be no sub-contracting or delegation or outsourcing of any of the Services to any entity other than the applicant/bidder. If still it is required then successful service provider will to take approval from CPO, AIESL.

27. Recovery of sums due

27.1 Whenever under this Contract any sum of money is recoverable from the Bidder, AIESL shall be entitled to recover such sum from the monthly bills and the security deposit held by AIESL.

27.2 In the event of the said security deposit being insufficient, the balance of total amount recoverable shall be deducted from any sum due in invoice to the Bidder under this or any other Contract with AIESL.

27.3 Also, should this amount be insufficient to cover the said amount recoverable, the Successful Bidder shall pay to AIESL on demand the balance amount, if any, immediately but not later than 14 (fourteen) days of the demand along with the interest @ 18 % (eighteen percent) per annum from the due date specified in the demand notice.

27.4 If any amount due to AIESL is so set off against the said security deposit, the Successful Bidder shall have to make good, the said amount immediately but not later than 14 (fourteen) days, in order 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.

27.5 AIESL reserves the right to deduct from the Successful Bidder's invoice, for any loss or damage caused to AIESL Employees/ cargo/ plant / equipment / machinery / building or any other property of AIESL or any damage caused to any third party by negligence or due to any other reason attributable to the Successful Bidder including its employees.

28. Confidentiality

28.1 The Bidder/Successful Bidder/AIESL shall at all times keep confidential, all information acquired in consequence of this Tender, including (without limitation) the information concerning the technology, technical processes, business processes, procedures, personal data, business affairs, financial affairs of each other (hereinafter referred to as Confidential Information). Confidential information means information that is designated as 'confidential' or which by its nature is clearly confidential.

28.2 The Bidder/Successful Bidder/AIESL shall not disclose the confidential information to any other third party, without the prior written consent of each other, or required to be disclosed at law.

28.3 However, they may be entitled or bound to disclose such Confidential Information under compulsion of law and to comply with applicable laws or under a valid order of a competent court wh0ere requested by governmental or regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.

28.4 As such, the Bidder/Successful Bidder/AIESL agree 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.

28.5 The Successful Bidder/AIESL 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.

28.6 A breach of this confidentiality may result in the Contract being terminated in addition to any other remedy the Bidder/AIESL may have.

29. Termination of Contract: If applicable,

The Contract may be terminated under the following circumstances:

29.1 The validity of the contract comes to an end *Ipso Facto* by efflux of time unless otherwise renewed for CAMC/ terminated. The contract period shall come into force on the day of acceptance of goods. There shall be no lock-in period under the contract.

29.2 If there is a breach or non-observance/non-fulfilment by the Successful Bidder of any one or more of its obligations under the contract and/or contractual documents, if any, and such breach or non-observance/non-fulfilment if any, shall have the right to place penalty on the seller and his SD will be Confiscated and recovery may be taken from his ongoing PO against compensation whatsoever for costs incurred or to be incurred on this account.

30. **Contract survivability:**

In the event the Successful Bidder is acquired by, or merges with another company/entity/organization by operation of law or in any other manner, the terms and conditions of the Tender/Contract applicable to the Successful Bidder shall remain in full force and effect on the new entity and the Successful Bidder shall at all times remain liable to AIESL, with regard to the obligations mentioned herein. AIESL shall, however, have the discretion and option to terminate the Contract in such an event.

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

32. **Compliance with the applicable laws:**

The Successful Bidder shall comply with all laws in force in India and comply with all the laws whether prevailing in India with regard to the Services as mentioned in this Tender. The laws will include all national, provincial, municipal, or other laws that affect the performance of the contract and are binding upon the Successful Bidder. The liabilities of all statutory /legal mandatory regulations /obligations regarding product / services will be borne by the Successful Bidder. The Successful Bidder must indemnify AIESL from any breach of any government regulation/infringement of laws.

33. **Indemnification**

33.1 The Successful Bidder shall indemnify AIESL against the payment of penalty/third party claims/damages/loss of property of AIESL, its subsidiaries or any other party arising due to the negligence on part of the Successful Bidder and/or its employees.

33.2 The Successful Bidder shall also indemnify AIESL for making good any claim/penalty/loss or damages, including costs (including counsel fees and legal cost) thereof, in respect of any breach

or violation of any provisions of any law, including labour laws governing the employees of the Successful Bidder. In case of any failure to make good the above/any losses/expenses to AIESL, the same shall be deducted from the amounts to be paid to Successful Bidder, as per the bills raised, or may be deducted from the security deposit or from any payments to be made to the Successful Bidder under the Contract.

33.3 For the avoidance of any doubt it is hereby clarified that the Successful Bidder shall be solely liable for accidents, injuries, death and/or damages caused to any individual/s and/or property of AIESL and/or any third party, due to negligence of its employees, during performance of their duties under the Contract and shall indemnify AIESL and/or its employees, from costs or liabilities, arising therefrom (including counsel fees and legal cost).

33.4 The Successful Bidder shall be liable to keep AIESL indemnified against any claim or claims whatsoever and any liabilities, that may arise on account of the Successful Bidder's failure to comply or adhere with any statutory obligations, legislations, regarding the laws governing intellectual property rights whether in India or any other country as applicable. AIESL shall be entitled to deduct any amounts to make good the above/any losses/expenses incurred by AIESL on account of such claims or liabilities. The decision of AIESL as to the amounts to be deducted shall be final and binding on the Successful Bidder.

33.5 The provisions of this Article shall survive the termination or expiration of the term of the Contract.

34. **Dispute resolution and arbitration**

34.1 Any dispute arising between the Successful Bidder and AIESL in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be settled by negotiations between the authorized representatives of the Successful Bidder and AIESL (Parties).

34.2 If the dispute remains unresolved after a period of 90 days from the date when the negotiation has started, then the unresolved dispute/difference shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996, and the award made in pursuance thereof shall be final and binding on the Parties. The arbitral tribunal shall consist of a sole arbitrator to be mutually appointed by the Parties. The venue of arbitration shall be Delhi and the arbitration proceedings shall be carried out in English. The cost of the arbitration shall be borne by the Parties as per the award of the Sole Arbitrator.

35. Jurisdiction:

The construction, interpretation, validity and performance of this Tender and/or Contract shall be governed by the laws of India. Any dispute whatsoever, arising out of or in connection with the Tender and/or Contract shall be subject to the jurisdiction of the courts of Delhi only, subject to the clause of dispute resolution and arbitration aforesaid.

36. Force Majeure:

36.1 The Bidder/Successful Bidder/AIESL (herein referred Party/Parties) shall not be liable for, nor be in default by reason of any failure or delay in discharge of its obligations under this Tender/Contract, where such failure or delay is caused by any act, including but not limited to any act of God, action or inaction of government authorities, fire, flood, gales, storm, lightning, earthquake, explosions or other catastrophes, accidents, weather, power failure or shortage of power, riot, war declared or undeclared), warlike operations, act of terrorism, boycott, embargo, rebellions, sabotage, epidemics, quarantines, lock out, restrictions on travel based on travel advisories of any governmental entity, unavailability of the usual means of transportation, hostilities, revolution, civil commotion or public disorder or any other cause beyond its control.

36.2 The Party encountering and affected by such causes and event shall inform the other in writing immediately of such an occurrence event and will shall use its best reasonable efforts to minimize the economic and other effects and rectify as soon as possible any harm or delay created thereby shall reasonably allocate its available resources, giving priority to their obligations under this

Tender/Contract.

36.3 For the avoidance of any doubt it is clarified that, payment obligations of AIESL shall be excused due to an event of Force Majeure.

37 Anti-Corruption/Anti-Bribery Representations and Warranties:

37.1 Both Parties represent and warrant that it is in compliance with Indian laws, including all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the Term of this Agreement. The Parties further represent and warrant that it has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (1) improperly influence any act, decision or failure to act by that official or person, (2) improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity or (3) secure any improper advantage.

37.2 Both Parties agree that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the other Party. If, after consultation by all Parties to the Agreement, any concern cannot be resolved in the good faith and reasonable judgment of the non-infringing Party, on written notice to the other Party, it may withdraw from or terminate this Agreement.

37.3 Either Party shall have the right to terminate this Agreement if the other Party breaches this, or any other, representation, warranty or undertaking set forth in this clause 19 of the Agreement.

38 **Notices:** Any notice, consents, approvals, report, demand, acknowledgement or other communication which under the terms of this Agreement or otherwise must be given or made by either Party shall, unless specifically otherwise provided in this Agreement, be in writing, in English and shall be personally delivered to, left at, sent by registered post, email, courier or speed post by the respective Parties at the addresses mentioned at para 4.8 above.

39 **Compliance of Security regulations:**

a) The Service provider shall ensure that all the safety and security regulations of AIESL security, CISF, or any other agency associated with airports activity are strictly adhered to if becomes applicable to this contract any time during service period.

b) Any violation of security regulations and indulging in illegal activities by his personnel deployed for AIESL will be at the cost / risk of service provider.

c) The service provider must ensure verification of character and antecedents of his personnel by Local Police before deployment.

d) The Personnel deployed must carry/ display photo identity cards provided by the service provider under his signatures, company's name, and seal.

e) Any lapse noticed on the part of Service provider's employee involvement in theft/pilferage/malpractices, shall be inquired into by AIESL Security/other officials of AIESL and a suitable action including penalties / legal proceedings may be taken for breach of contractual liability.

f) The Service provider shall take responsibility for good conduct of his/her employees in AIESL premises / Airport. If any such employee is involved in any theft / pilferage of property of AIESL / PAX Baggage / Cargo consignments/AIESL property also in their areas of work as assigned by AIESL, AIESL reserves the right to impose penalty on the bidder apart from the legal provisions.

g) It will be the responsibility of the Service provider to ensure that no unauthorized personnel other than the Personnel deployed for duty gains access to AIESL premises/ Airport.

40 Interpretation:

In the event of any difference in the interpretation of any of the clauses of the Service Agreement and/or the Tender documents, the interpretation put forth by GM (Engg), AIESL shall be final and binding.

41 **HIGH SEA SALE (HSS) – TERMS AND CONDITIONS:**

(a) **Applicability of High Sea Sale:** A bidder intending to supply the aircraft landing gear under a High Sea Sale (HSS) arrangement shall clearly declare the same in its bid. The HSS transaction shall be undertaken only where legally permissible and in accordance with the Customs Act, 1962, the Customs Tariff Act, 1975, the Customs Valuation (Determination of Value of Imported Goods) Rules, 2007, applicable GST provisions, relevant CBIC circulars, and other statutory provisions, as amended from time to time.

(b) **Execution of HSS Agreement**: Where the HSS route is adopted, the sale and transfer of title to the landing gear shall be completed before its clearance for home consumption in India. The HSS Agreement shall be duly executed between the relevant parties before such clearance, and the transaction shall be supported by the prescribed commercial, shipping and customs documentation.

(c) **Customs Clearance and Import Documentation**: The bidder shall clearly identify the proposed importer and the party responsible for filing the Bill of Entry, payment of applicable customs duties and taxes, and completion of customs clearance. The Bill of Entry and associated customs declarations shall correctly disclose the particulars of the HSS buyer and seller and all other information required by the Customs authorities. The bidder shall coordinate with AIESL and its authorised Customs Broker, wherever applicable, to facilitate timely clearance and delivery.

(d) **HSS Documentation and Valuation**: The bidder/supplier shall furnish the complete documentary trail of the import and HSS transaction, including the original overseas supplier's invoice, HSS Agreement(s), relevant Bill of Lading/Air Waybill, details of HSS consideration, commissions and other charges, and such additional documents as may be required by AIESL or the Customs authorities. The assessable value of the imported landing gear shall be determined in accordance with Section 14 of the Customs Act, 1962, the applicable Customs Valuation Rules and prevailing CBIC instructions. All value additions and other includible charges shall be duly disclosed. No artificial suppression, misdeclaration or undervaluation of the transaction value shall be permitted.

(e) **Price and Financial Bid**: The bidder shall quote a firm and comprehensive price for the landing gear Shipset in the prescribed financial bid format.

(f) The bid shall clearly specify the charges included in the quoted price and identify any statutory levy payable separately under the tender terms. No additional payment shall be admissible on account of the HSS arrangement beyond the accepted Purchase Order value, except where expressly provided for in the contract or approved in writing by AIESL in accordance with the contract and applicable law.

(g) **Statutory Compliance and Tax Treatment**: The HSS transaction shall comply with the applicable customs and GST framework, including CBIC Circular No. 33/2017-Customs dated 01.08.2017, as applicable, and any subsequent amendments, clarifications or superseding instructions. Applicable import duties and IGST shall be assessed and paid in accordance with the law in force at the time of import clearance. The bidder shall not assume or represent any exemption, concession or tax treatment unless duly supported by the applicable statutory provisions and relevant approvals.

(h) **Airworthiness**, **Traceability and Technical Records:** The HSS arrangement shall not dilute or waive any technical, quality, airworthiness or documentation requirements stipulated in the tender. The landing gear shall be supplied with the applicable authorised release certificate, such as EASA Form 1, FAA Form 8130-3 or an equivalent acceptable document, as applicable to the item and the tender requirements, together with complete traceability, overhaul/repair records, life and cycle records, modification status and other technical documents required by AIESL. Acceptance shall remain subject to compliance with the applicable technical specifications and inspection requirements.

(i) **Responsibility for Delays and Non-compliance:** The bidder/supplier shall be responsible for the accuracy, completeness and timely submission of documents falling within its contractual obligations. Any additional costs, penalties, interest, storage charges, demurrage or losses arising directly from the bidder's/supplier's breach of the tender conditions, inaccurate declarations or failure to provide the required documents shall be borne by the bidder/supplier, subject to the contract and applicable law.

(j) **AIESL's Right to Verify:** AIESL reserves the right to verify the proposed HSS arrangement, the complete chain of transactions, the declared value, the supporting documents and the proposed customs clearance mechanism before accepting the arrangement. The bidder shall promptly furnish any further information or clarification reasonably required by AIESL. Any HSS arrangement that is inconsistent with applicable law or the tender conditions shall not be accepted.

(k) **Delivery and Contractual Responsibility**: The bidder/supplier shall remain responsible for delivery of the landing gear within the stipulated delivery schedule, in accordance with the applicable Incoterms, the Purchase Order and the tender conditions. Any HSS arrangement shall be at the bidder's/supplier's risk and shall not constitute grounds for extension of the delivery period or for additional payment unless expressly approved by AIESL in writing in accordance with the contract.

(l) Purchase Risk Clause:

In case of delay, non-supply, short supply, or rejection of material, AIESL reserves the right to procure the goods from alternate sources at the **risk and cost of the supplier**, after due notice, and recover any excess cost from Security deposit.

Section-III

WORK SCOPE

Scope of Work

1) AIESL has the requirement of procurement of complete landing gear shipset for Defence registered Airbus A321 Aircraft fleet which are being operated in commercial configuration as per the DGCA regulatory requirement.
2) This aircraft fleet is owned by Defence and Development Research organization (DRDO) and is being operated by Indian Air Force (IAF).
3) The details of the aircraft fleet are given below in Table-A.

Table-A

Aircraft Reg.(Defence)	**Date of Manufacturing (DOM)**	**MSN**
CA-7081	02.07.2007	3130
CA-7082	16.02.2007	3146
CA-7083	01.08.2007	3212
CA-7084	03.12.2007	3326
CA-7085	13.12.2007	3340

4) Technical Requirement :

AC-TYPE	Registration	MSN	Weight Variant	Aircraft Hours As on 30.09.2026	Aircraft Cycles As on 30.09.2026
A321-211	CA-7081	3130	0	45798:32	26279

a) Complete Landing gear shipset to include:

- 1 x Nose Landing Gear (NLG), associated fore stay assembly, HCU (6GC) (OPTIONAL), RVDTs (3GC & 4GC), Electrical Box (5GC) and LRUs as per A321 Landing Gear IPC/CMM.
- 2 x Main Landing Gears (MLG – Left Hand & Right Hand), associated side stay assembly and LRUs as per A321 Landing Gear IPC/CMM.

b) Part numbers.

- NLG Set (Complete)- P/N: D23757500-8
- MLG-LH Set (Complete)- P/N: 201659001
- MLG-RH Set (Complete)- P/N: 201659002

Part A – Integral parts with Landing Gear Shipset

Major Assy Part Numbers		
Nomenclature	**Part no**	**Qty**
Main Landing Gear, LH	201585003-020	1
Main Landing Gear, RH	201585004-020	1
Nose Landing Gear	D23757500-8	1
Side Stay, LH	201660001-020	1
Side Stay, RH	201660002-020	1
Fore Stay, NLG	D23596000-2	1
MLG Actuator, LH	201590002-020	1
MLG Actuator, RH	201590002-020	1
NLG Actuator	D23613000	1
Rear Pintle Pin, LH	D3215600500600	1
Rear Pintle Pin Nut, LH	D3215601000200	1
Rear Pintle Pin, RH	D3215600500600	1
Rear Pintle Pin Nut, RH	D3215601000200	1
FWD Pintle Pin, LH	201522600	1
FWD Pintle Pin, RH	201522600	1
Peripherical equipments:		
LH MLG LEG AND DRESSINGS		
Nomenclature	**Part no**	**Qty**
Damper	201419001-020	1
Harness Axle 2M	201402201	1
Harness Axle 1M	201401201	1
Harness 1M	201399007	1
Harness 2M	201400005	1
RH MLG LEG AND DRESSINGS		
Nomenclature	**Part no**	**Qty**
Damper	201419001-020	1
Harness Axle 2M	201402201	1
Harness Axle 1M	201401201	1
Harness 1M	201399008	1
Harness 2M	201400006	1
NLG LEG		
Nomenclature	**Part no**	**Qty**
Swivel Selector valve	C24998000	1
Anti-shimmy valve	D23116000	2
Sensor box	E21336000	2
1M upper electrical loom	D23627000	1

2M upper electrical loom	D23628000-1	1
Electrical Box (5GC)	D23119751	1

Part B – Optional parts with Landing Gear Shipset

Major Component Nomenclature	Part no	Quantity
Servo Control (HCU or 6GC)	C24736100-1	1

Please note

- **Part A – Mandatory Materials:** The materials listed under Part A are mandatory and shall be supplied by the successful bidder. The L-1 bidder shall be determined based on the total evaluated price quoted for Part A only.
- **Part B – Optional Materials:** The materials listed under Part B are optional. Bidders shall quote item-wise rates for all items/Item under Part B; however, these rates shall not be considered for determination of the L-1 bidder. If required, orders for Part B items/item shall be placed on the L-1 bidder at the respective quoted rates, subject to AIESL's requirement and approval. AIESL shall not be obligated to procure any or all items listed under Part B.

Other requirements –

a) Condition-Overhaul /serviceable
b) Minimum FC available- 2000 FC
c) Minimum Overhaul life available- 04 years
d) Certificates- FAA 8130-3 / EASA FORM 1 / DGCA CA Form 1 for Landing gears, LRUs and other components.
e) Traceability/Back to Birth documents of complete landing gear shipset and individual LLPs.
f) Details of LLP Parts (List, Cycles, TSN, CSN)
g) Non-Incident Statement.
h) All mandatory SB/ADs/Regulatory requirements must be complied as on 01st Oct 2026
i) All AD/SB/Regulatory requirement incorporation sheets.
j) Warranty -
   - O/H Landing Gear(s) - 12 months or 750 cycles (whichever occurs earlier) in workmanship from the date of installation on aircraft
   - Serviceable Landing Gear(s) - 06 months or 500 cycles (whichever occurs earlier) in workmanship from the date of installation on aircraft.
   - Repaired/Serviceable/Overhauled LRUs - 12 months from the date of installation on aircraft.
k) Packing -As per aviation standard (ATA SPEC-300)

5) **Lead Time** -Two weeks after issuance of Purchase order.
6) **Payment Terms** -Net 30 days after receipt of Invoice.

7) **Delivery terms:** DAP - New Delhi, India
Address - AI Engineering Services, New Avionics complex, IGI Airport, Terminal-II, New Delhi-110037, India. (Near cargo gate no-6).

8) Overall responsibility-Supplier, delivery at location and acceptance by AIESL after inspection.
9) All Alternate Part numbers as per IPC are acceptable with documentary evidence & Modification status (applicable with MSN 3130)
10) If the LG Shipset is removed from a serviceable aircraft, then the offered LG Shipset has to be re-certified from EASA/FAA/DGCA approved shop & must accompany recertifying tag. This is intended for use on the following MSN:

Aircraft Reg. (Defence)	**Date of Manufacturing (DOM)**	**MSN**
CA-7081	02.07.2007	3130

11) All bidders must meet the technical criteria listed above and bid document. If your bid does not meet these conditions, please state this clearly in the special notes section. AIESL reserves the right to accept or reject any bid at its sole discretion, based on overall tender participation and the responses received.

12) The bidder must clearly state in the quotation whether the prices quoted DAP basis & delivery at A320 Avionics complex Delhi. AIESL Provide its own IEC code for effecting MRO related custom duty / GST.

SECTION-IV

(All annexures, forms and format)

Annexure-A

FORMAT FOR PROVIDING DETAILS OF EXPERIENCE

(To be attached with technical Bid on company letter head)

To,

Dy. General Manager(E-PPMM)
Northern Region,
AI Engineering services Ltd.
NAC, IGI airport, Terminal-2,
New Delhi-110037

Subject: **Details of experience in name of Bidder's company.**

SN	Description of Work orders	Customer Name and Address	PO date	PO status Complete or not complete	PO Value (in INR)	Copy of PO (against only as per clause no-8.4)
1.						
2.						
3.						
4.						
5.						
6.						

Add lines, if required.

Signature of authorized signatory:

Name & designation:

Co. Name and seal:

Date:

Place:

Annexure B

Documents/undertakings to be submitted

SN	Qualifying Criteria	Condition	Vendor Response	Document Proof
1	The bidder shall offer one complete landing gear assembly/set conforming to the specified aircraft type/model, OEM part number, applicable modification status and configuration. Any alternate or superseded part number shall be supported by documentary evidence of OEM or appropriately approved design-authority acceptance and applicability to the subject aircraft.	Must	Yes/No	Documentary proof of P/N, aircraft applicability and approved interchangeability, as applicable
2	The offered assembly shall be identifiable and maintainable in accordance with the applicable OEM Component Maintenance Manual (CMM), Aircraft Maintenance Manual (AMM), Illustrated Parts Catalogue (IPC), applicable Service Bulletins (SBs), Airworthiness Directives (ADs) and other approved maintenance/design data, as applicable.	Must	Yes/No	Relevant OEM documentation reference and compliance statement
3	The bidder shall submit available traceability documents establishing the identity, part number, serial number, source and maintenance history of the assembly. Missing historical records shall be specifically declared and shall not be represented as available. In case any historical record is found missing or not submitted the bid will be rejected	Must	Yes/No	Traceability documents, component history records and source declaration
4	All proposed parts and Landing gear shipset must comply with applicable FAA/EASA requirements including maintenance/release certification.	Must	Yes/No	Applicable regulatory approval and release certification
5	The assembly shall bear legible identification markings, including part number and serial number, wherever specified by approved design data. The bidder shall provide a list of constituent assemblies and identify any excluded, missing, substituted or separately supplied parts. The bid submitted without complete constituent assemblies shall be rejected.	Must	Yes/No	Component breakdown, inventory and identification photographs/records
6	The bidder shall submit applicable records available for the offered assembly, including component identification, previous authorized release documents, overhaul records, modification status and life/status records, as relevant. AIESL reserves the right to verify documents with the issuing organization, OEM or EASA or FAA.	Must	Yes/No	Copies of applicable component records and maintenance documentation
7	The assembly shall have been overhauled by EASA/FAA approved MRO facility. *(Valid approval certificate and applicable component capability/scope list of the overhauled to be attached)*	Must	Yes/No	
8	The bidder shall provide back to birth history including but not limited to removal / installations, LLP Summary sheet with available life, NIS statement Shop overhaul work order/reports, details of major repairs and replacement	Must	Yes/No	All relevant documents as required

	parts, applicable AD/SB/modification compliance as on 01.10.2026.			
9	The bidder must agree to provide a warranty of 12 months from the date of delivery for Overhauled landing Gear and 06 months for a Serviceable (recently recertified) Landing Gear. (as per warranty clause)	Must	Yes/No	Must Agree
10	The bidder must agree to accept AIESL's contractual requirements for Receiving, inspection.	Must	Yes/No	Must agree

Signature : _____

Name : _____

Designation : _____

Company Seal : _____

BIDDING FORMS

FORM 1: BID FORM (Covering Letter)

(To be submitted as part of Technical bid, along with supporting documents, if any)
(on Bidder's Letter-head)

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date……

To,
DY GM
AI Engineering Services Ltd

Ref: Your Tender Document No. ----------
Tender Title: _____

Sir/ Madam,
Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/ upload our Techno-commercial and financial bid (Price Schedule) for the performance of Services and incidental Goods/ Works in conformity with the said Tender Documents.
(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Our Credentials:

a) We are submitting this bid -

 on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved.
Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder Information).

Or

 as agents/ associates of our foreign principals. Our foreign principal's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form1.4 (Declaration by Agents/ Associates of Foreign Principals).

b) We…….. hereby certify that We/ Our Principals M/s ……..are a firm of proven, established, and reputed Service Provider having Experience, past performance, Personnel, Machinery and Financial capability, with offices at ----------

2) Our Eligibility and Qualifications to participate

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1.2 of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in Form 4: 'Qualification Criteria - Compliance. We authorize the AIESL to contact our Banker to seek references and clarifications.

3) **Our Bid to deliver Services**:

We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in Form 2: 'Schedule of Requirements - Compliance and Form3: 'Performance Standards and Quality Assurance - Compliance' (and its sub-forms).

4) Prices:

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:

(a) based on terms of delivery and delivery schedule confirmed by us; and

(b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and

(c) Based on the terms and mode of payment as stipulated in the Tender Document.

We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and

(d) The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

iv) those prices; or

v) the intention to submit an offer; or

vi) the methods or factors used to calculate the prices offered.

(e) The prices in this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5) **Affirmation to terms and conditions of the Tender Document:**

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document.

Deviations, if any, are submitted by us in Form 5: 'Terms and Conditions - Compliance'.

We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

6) **Bid Security Declaration**

We have submitted the Bid Security Declaration (BSD, in lieu of Bid Security) in stipulated format vide Form 7: 'Documents Relating to bid security'.

7) **Abiding by the Bid Validity**

We agree to keep our bid valid for acceptance for a period upto -------, as required in the Tender Document, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

8) **Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies**

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our financial bid, we undertake to submit for scrutiny, on-demand by the AIESL, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

9) **A Binding Contract:**

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal Contract is signed or issued, this bid, together with your written Letter of Award, shall constitute a binding contract between us.

10) **Performance Guarantee and Signing the contract**

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the AIESL has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

11) **Signatories:**

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

12) **Rights of the AIESL to Reject bid(s):**

We further understand that you are not bound to accept the lowest or any bid you may

receive against your above-referred Tender Document.

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

Form 1.1: Bidder Information

(To be submitted as part of Technical bid)

(on Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Tender Document No. Tender No./ xxxx; Tender Title: Non-consultancy Services

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanors in the Tender Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Bidder/ Contractor particulars:

a) Name of the Company:…….

b) Corporate Identity No. (CIN): ……..

c) Registration, if any, with The AIESL : ……..

d) CPP portal Supplier ID (if registered with CPP portal, it is mandatory at the time of placement of Contract)

e) Place of Registration/ Principal place of business" …….

f) Complete Postal Address: ……..

g) Pin code/ ZIP code: …….

h) Telephone nos. (with country/ area codes): ……

i) Mobile Nos.: (with country/ area codes): ……..

j) Contact persons/ Designation: …….

k) Email IDs: …….

Submit documents to demonstrate eligibility as per NIT. A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership;

in case of Company – Notarized and certified copy of its Registration; and in case of Society

– its Byelaws and registration certificate of the firm**.**

2) Taxation Registrations:

a) PAN number: …….

b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): …….

c) GSTIN number: ……. in Contractor and Service Site States

d) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose: ……..

e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): ……

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration

3) Trade Registrations and Licences

We have the following registrations/ licences required for the performance of this Service (tick as applicable). Authenticated copies of these are enclosed herewith:

- ☐ Maharashtra PWD (Class-IV and above), CPWD, or MES.
- ☐ EPF
- ☐ ESI
- ☐ Labour License
- ☐ Private Security Agency under relevant Act
- ☐ Any other required ----------.

4) Authorization of Person(s) signing the bid on behalf of the Bidder

a) Full Name: _____

b) Designation: _____

c) Signing as:

 A sole proprietorship firm. The person signing the bid is the sole proprietor/constituted attorney of the sole Proprietor,

 A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney.

 A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

 A Society. The person signing the bid is the constituted attorney.

Documents to be submitted: Registration Certificate/ Memorandum of Association/Partnership Agreement/ Power of Attorney/ Board Resolution.

5) Bidder's Authorized Representative Information

a) Name:

b) Address:

c) Telephone/ Mobile numbers:

d) Email Address:

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

DA: As above

Form 1.2: Eligibility Declarations

(To be submitted as part of technical bid)

(On Company Letter-head)

(**Along with supporting documents, if any)**

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.]

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the bidder)

We hereby confirm that we comply with all the stipulations of NIT and declare as under and shall provide evidence of our continued eligibility to the AIESL as may be requested:

1) Legal Entity of Bidder:_____

2) Bidder/ Agent Status: _____

3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):

(a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;

(b) (including our Contractors/ subcontractors for any part of the contract):

i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the AIESL or its Ministry/ Department from participation in its Tender Processes; and/ or

ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.

(c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of AIESL , as counter-indicated, in the Tender Document.

(d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.

(e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anticompetitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

4) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;

b) we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

5) MSME Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/Others:……

b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.

c) Whether Proprietor/ Partner belongs to SC/ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):…….

6) Start-up Status

Authorized OEM distributers are eligible if they fulfil the start-up criteria.

7) Make in India Status: Not applicable

~~"Only Class-I local suppliers as per DPIIT MII Order shall be eligible."~~

~~Bidders to **submit MII certificate per tender**, specifying:~~

- ~~Local content %~~
- ~~Class-I or Class-II status~~
- ~~Model / plant location~~

~~Having read and understood the Public Procurement (Preference to Make in India PPP – MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:~~

~~a) Self-Certification for the category of suppliers:~~

~~(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class I or Class II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:~~

~~Local Content and %age~~	
~~Location(s) of value addition~~	

~~Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):~~

~~ Class-I Local Supplier/~~

~~ Class-II Local Supplier/~~

~~ Non-Local Supplier.~~

b) We also declare that.

 There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Services, or

 We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services

8) Self-Declaration by Indian Agents of Foreign Principals

a) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a Bonafide business as per Indian Laws – are submitted as part of Form 1.3 annexed herewith.

(c) Agency Agreement shall be submitted with Form 1.3. It shall cover

i) the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and

ii) any payment the agent or associate receives in India or abroad from the foreign principal, whether a commission or a general retainer fee.

b) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.3 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).

c) The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form 1.3.

d) Confirmation is given in Form 1.3 herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the AIESL in India, in equivalent Indian Rupees on satisfactory completion of the Project or delivery of Services.

9) Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of

……..

[name & address of Bidder and seal of company]

DA: As in Sr 9 to 13 above, as applicable

Form 1.3: Declaration by Agents/ Associates of Foreign Principals

(Required only for Agents/ Associates of Foreign Principals)

(On Company Letter Head)
(Along with supporting documents, if any, To be submitted as part of Technical bid)

Agent's Name_____
[Address and Contact Details]
Principal's Reference No._____ **Date……**

To
Dy. Gen. Manager - CPC
AI Engineering Services Limited

Dear Sirs,
Ref. Your Tender Document No. Tend No./ xxxx; Tender Title: GOODS

1) We, ……., are a bonafide business as per Indian Laws. We have been retained as agent/ associates by our foreign principals/OEM, Messrs…….. (name and address of the principal) to associate with them for participation in this Tender Process.
2) We understand that any failure or non-disclosures, or mis-declarations by us, shall be treated as a violation of the Code of Integrity. Our Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions by the AIESL as per the Tender Document.
3) The required details are as follows.

a) Name of the Agent/ Associate:…….
b) Documents regarding ownership pattern: as appropriate – Bye Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution.
c) Year of establishment……..
d) Sister Concerns……..,
e) Corporate Identity No. (CIN): ……..
f) Aadhar Card of Owner/ CEO/ Partner
g) PAN number: ……..
h) Complete Postal Address: ……..
i) Pin code/ ZIP code: ……
j) Telephone nos. (with country/ area codes): ……
k) Mobile Nos.: (with country/ area codes): ……..
l) Contact persons/ Designation: ……..
m) Email IDs: ……
n) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.): ……
o) GSTIN number: ……. in Consignor and Consignee States
p) Registered office from where agency/ association services would be mainly provided for GST Purpose: ……..

q) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): ……

4) Details required regarding the foreign principal/ OEM are given below.

a) Name of the Company:…….
b) Nationality/ Country of operation/ incorporation……
c) Status:

(i) manufacturer or
(ii) (ii) agents of manufacturer holding the Letter of Authority of the Principal, specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.

d) Complete Postal Address: ……..
e) Telephone nos. (with country/ area codes): ……
f) Mobile Nos.: (with country/ area codes): ……..
g) Contact persons/ Designation: …….
h) Email IDs: …….

5) Because of price-sensitive information, agency/ dealership/ any other agreement with foreign principals/ OEM shall be submitted as per NIT, on-demand, after the Financial bid opening. It shall contain details of payments of all commissions, gratuities, or fees concerning the tender process or execution of the contract that we have paid/ received, or shall pay/ receive, as per the following format:

Name of Recipient	Address	Services to be provided	Amount and Currency

6) Our principals have authorized us to confirm that the commission/ remuneration, if any, to us under the contract shall be paid in India, in equivalent Indian Rupees, on satisfactory completion of the Project or supplies of Goods and Spares.
7) We enclose herewith: as appropriate, our ---------- Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/Board Resolution.

Yours faithfully,

[signature with date, name, and designation]

for and on behalf of Messrs……

[name & address of the OEM and seal of company]

Form 4: Qualification Criteria – Compliance

(To be submitted as part of Technical bid)
(Along with supporting documents, if any)
(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: Goods

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date…….

Note to Bidder: Furnish stipulated documents in support of the fulfilment of qualifying criteria**.**

The list below is indicative only. You may attach more documents as required. Non submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive. Also highlight in this form deviations, if any.

Listed below are the various eligibility & pre-qualification requirements, for which AIESL seeks confirmation of compliance, from the Bidders.

S.No	Description	Condition	Response (Tick)	Documentary proof
1.	Name of the Company/Establishment	(To be filled by the bidder)	_____	
2.	Full Address of Registered Office	(To be filled by the bidder)	_____	
3.	Nature of company (Whether Proprietorship Firm / Partnership Firm / Limited Company / Corporation / Any Other (Specify) (Enclose Proof)	(To be filled by the bidder)	_____	
4.	Name /Telephone No./ Mobile No. of Authorized Person	(To be filled by the bidder)	_____	
5.	E-mail id	(To be filled by the bidder)	_____	
6.	Certificate of Incorporation	MUST	Yes/No	To be submitted
7.	If the Bidder is an MSE/Start-ups enterprise, submit proof.	MUST	Yes/No	To be submitted
8.	a. Minimum Average Annual financial turnover of during the last three years, ending 31st March of the previous financial year, should be at least Rs. 5,10,00,000 (Rupees five crore ten lakhs Only) of the estimated tender cost.	MUST	Yes/No	To be submitted

S.No	Description	Condition	Response (Tick)	Documentary proof
	b. Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract, of no less than the amount specified in the tender. c. Audited Turnover Certificate, Balance Sheets, P&L Account Statements, ITR & Solvency Certificate **from Nationalized / Schedule Bank** must be submitted.			
9.	The Bidder must have experience of handling similar services in supplying of aircraft component and expendables during the last three financial years for providing similar type of services to aviation sector. Services rendered with list of such Central/ State Airline/MROs or aviation sector shall be furnished**.**	MUST	Yes/No	To be submitted
10.	Bidder should confirm compliance to the stated work-scope in entirety and confirm that they have submitted their Commercial Bid in the same format as given in bid document.	MUST	Yes/No	To be submitted
11.	Bidder should provide escalation matrix.	MUST	Yes/No	To be submitted
12.	Bidder should provide solvency certificate from Nationalized / Schedule Bank, issued not earlier than 3 months of bid opening.	MUST	Yes/No	To be submitted
13.	Bidder has enclosed an EMD of Rs. 5,00,000 (Rupees Five Lakhs Only), by way of Demand Draft, Banker's Cheque, or ECS as a part of the Technical Bid. (MSE/Start-ups enterprises should submit Bid Security Declaration (FORM 7))	MUST	Yes/No	To be submitted
14.	Bidder agrees to pay non-interest-bearing deposit @ 5% of PO/Contract Value or equivalent Bank guarantee as Security deposit, for the period of contract.	MUST	Yes/No	To be submitted
15.	Bidder agrees that the payment would be made after satisfactory completion of job.	MUST	Yes/No	To be submitted
16.	PAN and GST Number	MUST	Yes/No	To be submitted

Note:

Bidders to note that MUST conditioned mentioned in the above paras are the qualifying elements of the technical bid and hence response of "YES" only is expected from vendors with documentary evidence failing which vendors may be disqualified and rejected in the technical evaluation exercise. Relevant documents must be submitted in support of each of the MUST condition above**.**

I am authorized to sign this document(s).

Signature : _____

Name : _____

Designation : _____

Company Seal : _____

Form 4.1: Performance Statement

Statement of Performance of Services During Last Seven Years and Outstanding Current Orders

(on Company Letter-head)

Tender Document No. Tend No./ xxxx; **Tender Title: Non-consultancy Services**

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date…….

Note to Bidder: Bidder must fill in this form to prove conformance to Criteria 1 – Experience and Past Performance in Section VIII – Qualification Criteria. Mention contracts in which Bidder is or has been a party, whether as a Service Provider, affiliate, associate, subsidiary, Subcontractor, or any other role. The list below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard. Statements and Documents may be mentioned/attached here

Contracting Entity – Name and Address	Contract Title, Number and Date	Role in Contract	The total value of the order	Status as on date ----

……..
(Signature with date)
……..
(Name and designation)
Duly authorized to sign bid for and on behalf of
……
……
[name & address of Bidder and seal of company]
DA: Performance records/ contracts

Form 4.2 Non-performance, Litigation Statement

Deleted

Form 4.3 Financial Capability Statements
(To be submitted as part of Technical bid)
(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date…….

Note to Bidders: Fill this Form for Bidder and each member of a joint venture or other association that is a party to Bidder to highlight conformance to Criteria 3: Financial Capability. The list below is indicative only. You may attach more documents as required. Add additional details not covered elsewhere in your bid in this regard.

Form 4.3.1: Financial Statements and Ratios
Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in this form.

Financial Data for Previous Three (3) Years			
	Year 1:	**Year 2:**	**Year 3:**
Information from Balance Sheet			
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Information from Income Statement			
Total Revenues			
Profits Before Taxes			
Profits After Taxes			
Financial Ratios (Bidders to fill this table. The AIESL shall verify during the review process			
Current Ratio			
Debt Ratio			

❑ Attached are copies of financial statements (either audited financial statements supported by audit letters or certified financial statements supported by CA) as indicated above, complying with the following conditions.

• "All such documents shall demonstrate the financial capability of the Bidder itself or of a member of the Joint Venture/Association. Documents relating to any parent company, sister concern, subsidiary, or other affiliated entity shall not be accepted for evaluation."

• A Chartered accountant must audit historical financial statements.
• Historical financial statements must be complete, including all notes to the financial statements.
• Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Form 4.3.2: Average Annual Turnover
(To be submitted as part of Technical bid)
(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date…….

Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in these forms

Annual Turnover Data for the Last Three (3) Years	
Financial Year	**Turnover Amount**
Average Annual Turnover	

CA certified / audited copies to be submitted.

Form 4.3.3: Financial Resources

(To be submitted as part of Technical bid)
(Along with supporting documents, if any)
(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date…….

Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in this form, specifying proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject Contract or contracts as indicated in Section VII: Qualification Criteria.

No	Source of Financing	Amount (Rs lakh)

Note: Attach Supporting Documents – i.e., Statement from Bankers etc

Form 4.3.4: Current Contract Liabilities/ Works in Progress

(To be submitted as part of Technical bid)
(on Company Letter-head)

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date…….

Note: Each Bidder and each member of a Joint Venture/Consortium making up a Bidder should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued

Title, No., and date of Contract	Title, No., and date of Contract	Value of outstanding work Rs Lakh	Estimated completion date	Avg monthly invoicing over last six months (Rs Lakh)
Total Monthly Commitment				

Form 5: Terms and Conditions - Compliance

(To be submitted as part of Technical bid)
(on Company Letter-head)

Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date…….

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard

Sl. No.	Ref of Tender Document		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

……..
(Signature with date)
……..
(Name and designation)
Duly authorized to sign bid for and on behalf of
……
……
[name & address of Bidder and seal of company]
DA: If any, at the option of the Bidder

Form 6: Checklist for Bidders
(on Company Letter-head)

Note to Bidders: This check-list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.

Sr	Bid Document submitted, duly filled, signed	Yes/ No/ NA
1.	Form 1.- bid Form (to serve as covering letter and declarations applicable for both the Techno-commercial and Financial bid)	
2.	Form 1.1: Bidder Information along with Power of attorney and Registration Certificates etc.	
3	Form 1.2: Eligibility Declarations, along with supporting documents	
3 a	Self-attested copy of Registration certificate for bidders/subcontractors from restricted neighboring countries	
3 b	Self-attested copy of MSME registration	
3 c	Self-attested copy of Start-up registration/ status	
3 d	Self-attested copy of the certificate of Local Supplier Status for Make in India policy, from auditors/ cost accountant.	
4	If applicable, Form 1.3: Declaration by Agents/ Associates of Foreign Principals	
4 a	Self-attested copy of Registration certificates etc.	
4 b	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign Form 1.3 of Agent Dealer	
5	Form 2: Schedule of Requirements – Compliance (Work scope)	
6.	Form 3: Performance Standards and Quality Assurance - Compliance	
6 a	Form 3.5 to support Form 3	
7	Form 4: Qualification Criteria - Compliance	
7 a	Form 4.1, ~~4.2~~, 4.3 to support Form 4	
8	Form 5: Terms and Conditions – Compliance	
9	Form 6: This Checklist	
10	Form 7: Documents relating to Bid Security	
11	If applicable, Form 8: Duly signed Integrity Pact, If stipulated in AITB/TIS	
12	Auditor certificate for annual turnover for the last three Financial years in Lakhs along with separate mention of turnover from same services rendered by the bidder	
13	Any other requirements, if stipulated in TIS/ AITB; or if considered relevant by the Bidder like electrical license.	
14	Site visit certificate and undertaking that bidder has seen all equipment in serviceable condition	
15	Letter of authorization for signing the bid document issued by the director/ proprietor	
16	Self-attested copies of Purchase orders, pertaining to experience	
17	All Undertakings	
18	Satisfactory performance certificates related to completed or ongoing contracts.	

(Signature with date)
……..
Name, designation & address of Bidder
with seal of company

FORM 7 : FORMAT OF BID SECURITY DECLARATION FROM BIDDERS

IN LIEU OF EMD

(for MSE/STRATUP Enterprises)

(to be submitted in Bidder's Company Letter Head duly signed and stamped)

Ref: Tender Document No. Tend No./ xxxx; Tender Title: GOODS

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Security Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Security Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in AIESL for 1 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or

2) being notified within the bid validity of the acceptance of our bid by the AIESL :
a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.

b) Fail or refuse to sign the contract
We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

1) receipt by us of your notification

a) of cancellation of the entire tender process or rejection of all bids or

b) of the name of the successful bidder or

2) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)
(Name and designation)
Duly authorized to sign bid for and on behalf of…….
[name & address of Bidder and seal of company]
Dated on ……. day of ……..

REF- AIESL/DEL/CPC/2026-27/140

Format 1.2 - Price Schedule / Price Bid format

To

……

AI Engineering Services Limited

Subject: Tender for supply of goods**: Landing gear shipset.**

I/We hereby quote the following **rates** against the good specified in the tender.

SN	Description	Quoted Rate
1	"Landing Gear complete shipset (One MLG-RH, one MLG LH and one NLG) A321-211 AIRCRAFT, including of all taxes, duties & other charges but excluding GST." *(List of materials are given in section-III, part-A, page no-30-31, in work scope of this bid document)*	_____
2	GST (___%)	
3	Total cost with GST to arrive L-1 (SN-1+SN2)	

Rates in words: _____

- HSS shall be used to take advantage of MRO related duties: **Yes/ No** *(Tick by bidders)*

Rates for Part-B (page no-31): AIESL is seeking rates for Part-B given in work scope also. Bidders shall quote item-wise rates for the item listed in the Price Schedule. The quoted rates for item shall be considered optional and **shall not be included in the evaluation of the total bid price for determination of L-1**.

AIESL reserves the right to procure of item, as and when required, at the rates quoted by the L-1 bidder for the respective items/items. Such procurement shall be subject to AIESL's requirement, approval and issuance of a **separate Purchase Order or other appropriate contractual order.**

The quotation of rates for such items/item shall not constitute a commitment by AIESL to procure any minimum quantity or value. No claim shall be admissible against AIESL for non-placement of an order for these items.

SN	Nomenclature	Part no	Qty	Rates per qty (INR)	GST (___%)
1	Servo Control (HCU or 6GC)	C24736100-1	1		

- *Above rates shall be valid up to six months after issuance of PO for landing gear shipset.*

I hereby confirm that, I am authorized to sign the tender documents.

1. I have carefully gone through and have understood the General Terms & Conditions, Work scope of the Tender and agree to accept the same.
2. The Price bid shall be valid for 120 days from the date of opening of Technical Bid.
3. I hereby confirm that I am authorized to sign the Tender document.
4. All the pages of the Price Bid have been signed.
5. I hereby certified that the above quoted rate follows all the statutory provisions and rules as applicable.
6. Where there is a difference between the words and figures expressed, the amount in words shall be considered.

Date: _____ Signature:_____

Place:_____ Name: _____

Company seal_____

Format 1.3: Bank Guarantee Format for Performance Security

To
Dy. Gen. Manager - CPC
AI Engineering Services Ltd
Tender No

Tender Subject: **Tender for appointment of a service provider for _____**

WHEREAS (Name and address of the bidder) (Hereinafter called "the service provider") has undertaken, in pursuance of contract no……dated ……to supply (description of product) (herein after called "the contract").

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

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

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

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

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

This guarantee shall be valid until the ……. day of …… 20…..

Date: _____ Signature: _____

Place: _____ Name: _____

Company seal_____

Format 1.4: No Claim Certificate
(On company Letter-head)

Contractor's Name_____
[Address and Contact Details]
Contractor's Reference No._____ Date…….

To
Dy. Gen. Manager - CPC
AI Engineering Services Ltd

No Claim Certificate

Sub: Contract Agreement no. ---------- dated ----------for the supply of ----------

We have received the sum of Rs. (Rupees _____only) as final settlement due to us for the supply of under the abovementioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the AIESL, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

Date: _____ Signature:_____

Place:_____ Name: _____

Company seal_____

Format 2: Authorization for Attending Pre-bid Conference

To
Dy. Gen. Manager - CPC
AI Engineering Services Ltd

Subject: Authorization for attending pre-bid Meeting.
Tender Ref No

Subject: Authorization for attending Pre-bid Conference on _____

Dear Sir,

The following person(s) are hereby authorized to attend the Pre-Bid Conference for the Tender mentionedabove on behalf of

Sr. No	Name	E-mail ID	Contact No.	Signature
1.				
2.				

Authorized Signatory

Name of the Signatory _____

Designation of the Signatory_____

Seal of the Company
Note:
1. Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-bid opening. An alternate representative shall be permitted when regular representatives are not able to attend.
2. Permission to enter the hall where the pre-bid conference is conducted may be refused if authorization as prescribed above is not submitted.

FORMAT 3

LETTER OF AUTHORIZATION FOR SITE VISIT

(to be submitted in Bidder's Company Letter Head duly signed and stamped)

(To be filled by Bidder)

To,

DGM,

AIESL, Delhi

Subject: Certificate of pre-bid cum site visit at AIESL. (Bid Reference no:_____)

I/we, _____ representative of M/s _____ have visited the site and seen all equipment's. I have understood the scope of work and terms & conditions detained in the tender.

Authorized Signatory

Signature _____

Name & Designation _____

(With company seal)

To be filled by Convenor, AIESL:

This is to certify that Mr./Smt./Ms. _____ representative of M/s _____ has visited the site for evaluation of the work as per the scope of work.

Authorized Signatory _____

Company Seal _____

Date of visit_____

(a copy is to be Submitted to PPMM office, Delhi at the time of visit and a copy is to be uploaded on portal with technical bids)

Receipt :

AIESL office sign and stamp

FORMAT 4

UNDERTAKING FOR SECURITY DEPOSIT

(to be submitted in Bidder's Company Letter Head duly signed and stamped)

To
Dy. Gen. Manager - CPC
AI Engineering Services Ltd

Tender No

Tender Subject: _____

I/We, the undersigned declare that:

"After qualifying for the subject Contract, we agree to deposit 5% (Five percent) of the total value of the Contract towards an interest-free security deposit within two weeks of receipt of the LoA/PO."

The Security Deposit will be paid by way of Bank Guarantee (BG), Demand Draft, Banker's Cheque or transfer to AIESL account (ECS) in favor of AI Engineering services Limited**(**AIESL), payable at Delhi. The validity of the SD / BG would be till 60 days after the scheduled completion of all obligations under the Purchase Order/ Contract.

Authorized Signatory

Name of Signatory _____

Designation of Signatory _____

Seal of Company

FORMAT 5

(To be printed on bidder's company letter head and submitted along with Technical Bid)

To
Dy. Gen. Manager - CPC
AI Engineering Services Ltd, IGIA, New Delhi
Tender Subject : **Tender for _____**

ACCEPTANCE OF TERMS AND CONDITIONS

Dear Sir,

1. I/We have carefully gone through and have understood and hereby agree to unconditionally abide by all the terms and conditions, required work scope/service details and specifications governing the Tender.
2. I/we hereby confirm that I/we are authorized to sign Bid documents and the informationgiven in the Tender is true and correct to the best of my/our knowledge and belief and nothing material is concealed.
3. It is confirmed that the registrations and licenses under all the applicable local and central taxes and laws and to be specified separately under each applicable tax/law/act (i.e., GST/ Income Tax Act, PF, ESI etc.) shall be produced for verification/checking of AIESL or to third party authorized by AIESL / Law abiding agencies of Govt. of India.
4. Rates quoted by us in the Price Bid Format will remain firm for a period of 120 days from thedate of opening of the Technical Bid.
5. We confirm that the prices/ rates and taxes as quoted by us in the Price Bid are final and no additional Cost shall be applicable to AIESL. We also confirm that there is no hidden cost to AIESL over and above those indicated in the Price Bid format.
6. In case AIESL decides to place contract on us, we agree to maintain our quoted rates firm till completion of the Contract.
7. We confirm that the benefit of reduction in Statutory Taxes/Levies, if any arising during the Contract Period, if awarded in our favor would be passed on to AIESL wherever applicable.
8. I/we confirm that /we do not have any relative who is an employee of AIESL or its subsidiaries and is likely to benefit us during the Award/implementation of the Contract.
9. I/we also indemnify that any subsequent detection of direct or indirect beneficiary of any application/award of any contract to any employee of the organization may result in disqualification/termination. AIESL will have the sole discretion to do so, and such casescannot be referred for arbitration.
10. All the Pages of tender documents are duly stamped and signed.

Authorized Signatory

Name of Signatory _____

Designation of Signatory _____

FORMAT 6

Undertaking Regarding Non-Blacklisting
(To be submitted on the bidder's letterhead)

To
Dy. Gen. Manager - CPC
AI Engineering Services Ltd

Sir/Madam,

In response to your Tender No. [insert tender number] dated [insert date] for [name of work/supply/service], we, [name of the bidder/firm/company], having our registered office at **[address]**, do hereby solemnly affirm and declare that:

1. We have not been blacklisted, debarred, suspended, or banned by any Central Government / State Government / Public Sector Undertaking / Autonomous Body / or any other Government Authority in India or abroad for participating in any tender or for any other reason.
2. We further declare that no criminal case or vigilance inquiry is pending against our firm or any of its directors/partners/proprietor that could disqualify us from participation in this tender.
3. We understand that if any information furnished by us is found to be false or misleading at any stage, our bid may be rejected, and we shall be liable for any action as deemed fit by the tendering authority, including termination of contract and forfeiture of performance security.

We hereby declare that the information provided above is true and correct to the best of our knowledge and belief.

Authorized Signatory: _____
Name: _____
Designation: _____

FORMAT 7

Undertaking for Acceptance of Warranty Period
(On Bidder's Letterhead)

Date: _____

To

The DGM-CPC, AIESL

Subject: **Undertaking for Acceptance of Warranty as per clause no ……**

Sir/Madam,

In response to your Tender No. [Tender No.] dated [Date] for [Name of Work / Supply / Equipment / Service], we, [Name of Bidder / Firm], having our registered office at [Full Address], hereby undertake the following:

1. We hereby accept and confirm that all goods/equipment/materials supplied under this tender shall be covered under a comprehensive warranty for a period of one year as specified in warranty clause from the date of successful installation, commissioning, and acceptance by the buyer.
2. During the warranty period, we shall, at our own cost, repair, replace, or rectify any defects or deficiencies arising from faulty materials, workmanship, or design, within the time specified by the buyer.
3. We further undertake to ensure uninterrupted performance and service support for the equipment/system during the warranty period, without any additional cost to the buyer.
4. We fully understand that failure to provide warranty support as per the above undertaking shall make us liable for action under the tender terms and conditions, including forfeiture of performance security or other penalties as applicable.

We hereby declare that we have read and understood all tender conditions related to warranty and accept them without deviation.

Authorized Signatory
(Signature with seal)

Name: _____

FORMAT 9

UNDERTAKING FOR PAYMENT TO BE MADE AGAINST DUPLICATE

To

The DGM-CPC, AIESL

……

…….

Subject: Undertaking for payment against duplicate challan/ invoice

Purchase Order No. Purchase Order Date:

Invoice No. Invoice Date:
Challan No. Challan Date:

This is to state that this is a duplicate invoice / challan and no payment has been received by us against the above-mentioned PO. However, if it is later found that payment has been received, the same would be refunded to AIESL**.**

Authorized Signatory

(with Stamp)

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"

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

For Overhaul and Supply of One Airbus A321-211 Landing Gear Shipset — Aircraft MSN 3130

This Indemnity Bond is executed on this ___ day of _____, ***20***, by **M/s** _____, a company / firm incorporated/registered under the applicable laws of India, having its registered office at _____, hereinafter referred to as the **"Supplier"**, in favour of **AI Engineering Services Limited (AIESL)**, a Government of India undertaking, having its office at _____, hereinafter referred to as **"AIESL"**.

Whereas AIESL intends to procure one overhauled/serviceable landing gear shipset comprising the Nose Landing Gear (NLG), Left-Hand Main Landing Gear (LH MLG) and Right-Hand Main Landing Gear (RH MLG) for Airbus A321-211 aircraft, MSN 3130, and the Supplier has agreed to undertake the overhaul and supply of the said landing gear shipset in accordance with the tender/contract, applicable approved maintenance data and the agreed technical requirements.

Whereas the installation of the supplied landing gear shipset on the aircraft shall be carried out by AIESL through its authorized personnel, and the Supplier shall remain responsible for the quality and conformity of the overhaul work, the materials and components supplied by it, the applicable technical records and release documentation, and its contractual obligations.

Now, therefore, the Supplier hereby solemnly undertakes and agrees as follows:

1. Indemnity against Defective Overhaul and Workmanship

The Supplier shall indemnify and hold harmless AIESL, its officers and employees against losses, damages, liabilities, claims and reasonable costs arising directly from any defect, deficiency or non-conformity attributable to the Supplier's overhaul, repair, servicing, workmanship, materials or components supplied under the contract, including any failure to comply with the applicable approved maintenance data, contractual specifications or agreed technical requirements.

2. Quality, Materials and Technical Compliance

The Supplier shall be responsible for ensuring that the landing gear shipset and any components, parts or materials supplied by it are of the specified condition and configuration, conform to the applicable technical requirements, and are supported by the required traceability, inspection, test and maintenance records. The Supplier shall also be responsible for the accuracy and completeness of the technical records and release documentation furnished by it.

3. Airworthiness and Release Documentation

The Supplier shall provide the applicable overhaul records, inspection and test reports, component traceability records, details of repairs and replacements, applicable Airworthiness Directive (AD) and Service Bulletin (SB) compliance status, and release certificate/documentation acceptable to AIESL under the contract and applicable regulatory requirements.

The Supplier shall indemnify AIESL against losses, liabilities and reasonable costs arising directly from false, forged, materially inaccurate or deficient documentation attributable to the Supplier, including any resulting regulatory or contractual consequences.

4. Defects and Warranty Obligations

The Supplier shall fulfil the warranty obligations specified in the contract, including the following, as applicable:

a. **Overhauled Landing Gear:** Twelve (12) months or five hundred (500) flight cycles, whichever occurs earlier, from the date of installation on the aircraft.

b. **Serviceable Landing Gear, if applicable under the contract:** Six (6) months or five hundred (500) flight cycles, whichever occurs earlier, from the date of installation on the aircraft.

c. **Repaired, serviceable or overhauled Line Replaceable Units (LRUs), if included in the contractual scope:** Twelve (12) months from the date of installation on the aircraft.

For defects covered by the applicable warranty and attributable to the Supplier's overhaul, repair, servicing, workmanship or supplied materials/components, the Supplier shall, at its own cost and in accordance with the contract, repair, rectify or replace the affected item, as applicable. The Supplier shall also bear the associated costs expressly recoverable under the contract.

5. Responsibility for Installation

The Supplier acknowledges that installation of the landing gear shipset on the aircraft shall be carried out by AIESL through its authorized personnel. Accordingly, the Supplier shall not be held responsible solely for an error in installation or subsequent maintenance performed by AIESL that is demonstrably unrelated to any defect or deficiency attributable to the Supplier.

However, AIESL's installation of the landing gear shipset shall not relieve the Supplier of responsibility for any pre-existing defect, defective overhaul or workmanship, non-conforming material/component, or other deficiency attributable to the Supplier. Where a failure involves both installation-related factors and a defect attributable to the Supplier, responsibility shall be determined on the basis of the evidence and the applicable contractual provisions.

6. Preservation, Packing, Delivery and Transit Insurance

The Supplier shall be responsible, at its own cost, for appropriate preservation, packing, handling, transportation, transit insurance and safe delivery of the landing gear shipset to the delivery location specified in the contract.

The Supplier shall maintain adequate transit insurance against loss of or damage to the shipment until delivery and transfer of risk in accordance with the contract. Any loss or damage occurring before such transfer of risk, where attributable to the Supplier or falling within the Supplier's contractual risk, shall be dealt with at the Supplier's cost and responsibility.

The Supplier shall provide the relevant dispatch, packing, insurance and delivery documents and shall ensure that the shipment is suitably protected against corrosion, contamination, mishandling and transportation damage.

7. Damage to AIESL Property and Third-Party Claims

The Supplier shall indemnify AIESL against direct losses, damage to AIESL property, third-party claims and reasonable associated costs to the extent arising from the Supplier's negligence, wilful misconduct, breach of contract, defective work, non-conforming supplied items or other acts or omissions for which the Supplier is contractually responsible.

8. Exclusions and Limitation of Responsibility

The Supplier shall not be liable under this Bond for losses arising solely from AIESL's improper installation, operation, handling or maintenance where such losses are demonstrably unrelated to any defect, deficiency, breach or act or omission attributable to the Supplier.

Nothing in this clause shall exclude or restrict any responsibility that remains with the Supplier under the contract, including responsibility for defective overhaul, workmanship, supplied materials/components, inaccurate technical documentation or damage occurring during the Supplier's contractual risk period.

9. Continuation of Obligations

The obligations under this Bond shall remain effective for the period required to discharge the Supplier's applicable contractual, warranty and indemnity obligations. Expiry or completion of the contract shall not

extinguish any claim arising from an event or breach occurring during the applicable period, subject to the contract and applicable law.
This Bond shall be read together with the tender conditions, purchase order/contract, warranty provisions, delivery and insurance conditions, and other applicable contractual terms. In the event of inconsistency, the relevant contract provisions shall govern, subject to applicable law.

10. Governing Law and Jurisdiction
This Bond shall be governed by and construed in accordance with the laws of India. Courts having jurisdiction as specified in the contract shall have jurisdiction over disputes arising out of or in connection with this Bond, subject to the dispute-resolution provisions of the contract.
11. The details of Officials appointed by AIAHL & its subsidiaries as IEMs are given below:

Sh. Pramod Shripad Phalnikar
New Moti Bagh,
New Delhi-110023

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 supplier 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)	(For & On behalf of supplier/ Contractor)
(Office Seal)	(Office Seal)

Witnesses

1. Signature: _____
   Name and Address: _____

2. Signature: _____
   Name and Address: _____

******************************end of document******************************