**TENDER**

**FOR**

**ERP Software Package**

**for**

**AI Airport Services Limited**

**(Formerly known as Air India Air Transport Services Limited)**

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# COVER LETTER FOR INVITATION OF TENDER

**TENDER NO. AIASL/ERP/ENQ-01 DATE: 03-MAR-2021**

**Subject: Tender inviting bids from ERP Software Providers for Ground Handling Operations**

Dear Sir / Madam,

**Sealed bids are invited by AI Airport Service Limited (formally known as Air India Air Transport Services Limited) from reputed vendors for the following:**

1. Providing an “ERP Software Package for Ground Handling Operations” hereinafter termed as “**ERP Software Package**” in accordance with the specifications mentioned in the tender. The software package should be upgradeable from time to time in accordance with the evolving Aviation Industry trends.
2. The bidders must provide to AI Airport Services Limited (AIASL) a fully integrated ERP software solution covering the following modules:
3. Sales module for billing of Ground handling operations of Aircraft
4. Maintenance module for Equipment life cycle, spares provisioning and maintenance contracts, pay to procure and Inventory management.
5. Finance module consisting of Asset Management / Expenditure management.
6. HR module consisting of Recruitment, Records & Data management, Report generation, Payroll, Attendance & Leave management, Statutory & Compliances, Benefits & Retirements, Contract Renewals, Exit Management and Policies maintenance.
7. The complete tender document can be downloaded from the website of AIASL
8. Pre-Qualification bid is to be submitted in the format as given at **Annexure-III and Annexure-III ‘A’, ‘B’ & ‘C’** in a sealed envelope super scribed with **“Pre-Qualification Bid for ERP Software Package for Ground Handling Operations against Tender No. AIASL/ERP/ENQ-01 dated 03-Mar-2021 due on 31-Mar-2021”**.
9. Technical bid is to be submitted in the format as given at **Annexure-IV and Annexure-IV ‘A’, ‘B’, ‘C’, ‘D’ and ‘E’** in a sealed envelope super scribed with **“Technical Bid for ERP Software Package for Ground Handling Operations against Tender No. AIASL/ERP/ENQ-01 dated 03-Mar-2021 due on 31-Mar-2021”**.
10. Commercial bid (On Paper only) is to be submitted in the format as given at **Annexure-V and Annexure-V ‘A’ & ‘B’** in a sealed envelope super scribed with **“Commercial Bid for ERP Software Package for Ground Handling Operations against Tender No. AIASL/ERP/ENQ-01 dated 03-Mar-2021 due on 31-Mar-2021”**.
11. The above three sealed envelopes (First for Pre-Qualification Bid, second for Technical Bid and the third for Commercial Bid) should be submitted in another **master envelope in sealed condition** super scribed with **“ERP Software Package for Ground Handling Operations against Tender No. AIASL/ERP/ENQ-01 dated 03-Mar-2021 due on 31-Mar-2021”** duly addressed & deposited in the tender box of AIASL.
12. Queries if any, may be addressed to BOTH the following Officials by Email:

|  |  |
| --- | --- |
| **For Technical Information**Ravi ShankarChief of ITAI Airport Services LimitedPhone: 99865 22933Email: hqit@aiaps.in | **For Commercial Information**Rajesh NarainCFOAI Airport Services LimitedPhone: 98736 06446Email: cfo@aiaps.in |

1. Last date for submission of bids is **31-Mar-2021 up to 1100 hours (IST).** The bids must be deposited in the tender box provided in the office of AIASL
2. The bidders should submit a **Presentation about the Proposed Solution** in soft copy format by **18-Mar-2021** to the emails mentioned below.
3. The Pre-Qualification and Technical Bid will be opened on **31Mar2021 at 1130 hours (IST).**
4. If so desired, a representative of the bidder may be present at the time of opening of tenders. The representative must carry an authority letter from the bidder’s authorized signatory for participation in the tender opening. The name of the representative may also preferably be sent to **AIASL** in advance of the date of opening of the tenders by e-mail as under:

E-mail 1: hqit@aiaps.in

E-mail 2: cfo@aiaps.in

E-mail 3: sk.prasad@airindia.in

E-mail 4: sushma.nirbhavane@airindia.in

Yours sincerely,

**For AI Airport Services Limited**

**Dated: Authorised Signatory**

# IMPORTANT EVENTS / DATES

Change in dates if any, will be intimated to Bidders through AIASL website

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Event** | **Date** |
| 1 | Hosting of Tender | 04-Mar-2021 |
| 2 | Last date for Submission of queries | 11-Mar-2021 |
|  | Last date for Response to queries by AIASL | 16-Mar-2021 |
| 3 | Presentation about proposed Solution in soft copy format | 18-Mar-2021 |
| 4 | Last date for Submission of Pre-Qualification, Technical and Commercial Bid | 31-Mar-2021 11:00am |
| 5 | Opening of Pre-Qualification and Technical Bid | 31-Mar-2021 11:30am |
| 6 | Opening of Commercial Bid of technically qualified bidders only | Will be intimated |

# CHECK LIST (FOR GUIDANCE ONLY)

**Before submitting the bid, the bidders are advised to ensure the following:**

1. The bids are received by AIASL before closing date and time of the tender
2. The bids are duly signed and stamped on every page
3. The bids are submitted in separate sealed envelope and are not sent by e-mail or fax
4. The bids are complete in all respect and are submitted as per prescribed formats
5. The Pre-Qualification, Technical and Commercial Bid are to be submitted in hard copy format.
6. The Pre-Qualification bid is accompanied with duly signed Integrity Pact (if required)
7. The Pre-Qualification bid is accompanied with applicable certificates provided in Annexure - VII.
8. The price related information is not indicated / revealed in the Pre-Qualification bid and Technical bid.
9. The Technical bid is accompanied with a photocopy of commercial bid with the price blanked / erased
10. The Technical bid is accompanied with a list of third party software products
11. The Technical bid is accompanied with detailed implementation plan
12. The Commercial bid is accompanied with detailed Payment Schedule with reference to the Project Implementation milestones and timeframes
13. Pre-Qualification bid, Technical bid and Commercial bid are to be submitted in a sealed envelope separately and all the three sealed envelopes are to be put in another sealed master envelope (refer para 4 to 7 of the ‘Cover Letter for invitation of the tender’ for detailed methodology for submission of the bids)

# ANNEXURE I : INFORMATION ON AIASL

AI Airport Services Limited (Formerly known as Air India Air Transport Services Limited) ("AIASL") is a fully owned subsidiary of Air India Limited, formed with an aim to provide unified Ground Handling services (Ramp, Passenger, Baggage, Cargo Handling and Cabin Cleaning) under the brand name 'Air India Airport Services'.

AI Airport Services Limited is a leading ground handling service provider in India and offers ground handling services at major airports in India. AIASL presently provides Ground Handling services at 82 Airports in India, with over 14000 employees on its payrolls. The Annual revenue of the company is INR 700 crore (2019-20). Apart from handling the flights of Air India Limited and its Subsidiary Companies, ground handling is also provided for 37 foreign scheduled airlines, 3 domestic scheduled airlines, 4 regional airlines, 12 Seasonal charter airlines, 23 foreign airlines availing Perishable Cargo handling.

From being the first and only Ground Handler in India to handle the Airbus A380 on its maiden flight to India, to handling the futuristic 787 Dreamliners at major Airports in India, AI Airport Services Limited is all set to surge ahead in area of providing quality Ground Handling.

# ANNEXURE II – A : GENERAL TERMS AND CONDITIONS

## GENERAL TERMS OF TENDER

* 1. Bidders must submit the Pre-Qualification, Technical and Commercial bid in hard copy only. Refer cover letter for invitation of this tender for detailed explanation on methodology of submission of bids.
	2. Bids received through fax and / or e-mail will not be considered.
	3. Bids received late, delivered at different address other than that specified in the tender or delayed / lost in transit will not be accepted, irrespective of whether the delay has arisen on account of the delivery system i.e. postal, courier, etc.
	4. Bids that are incomplete or those, which are not in the prescribed format, are liable to be rejected.
	5. Bids should be neatly filled / typed, all pages duly numbered, duly signed and stamped on every page by an authorized signatory of the bidder. Unsigned Bids will be rejected.
	6. The rates quoted in the Commercial Bid should be clearly typed / written in figures and words free from over typing or over writing. The corrections, if any, must be authenticated by the full signature of the person, who has signed the bid.
	7. The financial bids should be in Indian Rupees (INR) only.
	8. Conditional discounts / credits, if any, shall not be given any consideration in the evaluation.
	9. AIASL reserves the right to accept or reject, in whole or in part, any of the bids, without assigning any reason whatsoever at any stage.
	10. The Bids should be valid for the acceptance by AIASL for a minimum period of 90 days from the date of closing of the tender.
	11. All information related to the price quoted by the bidder should be given only in the commercial bid format. The Technical Bid should not contain any indication of the price. In case the price quoted is indicated in the Technical Bid, the Bid will be rejected, without any reference to the Bidder. No further correspondence will be entertained in this regard.
	12. The bidder must submit along with the technical bid a photocopy of the commercial bid with the Prices blanked / erased.
	13. Commercial bids of only those bidders who qualify on the basis of evaluation of their Pre-qualification and Technical bids would be opened and accordingly such bidders would be intimated in advance by E-mail phone about the date of opening of the Commercial bids.
	14. The Pre–qualification and Technical bid would be opened on the same day. The bidders would be permitted to nominate their representative to attend the opening of the bids. Such representatives should carry a letter of authority from the bidders, which is to be presented at the time of opening of bids.
	15. The bidders who qualify in the Pre-qualification and Technical bid would be invited to attend the opening of the commercial bids. The bidders would be permitted to nominate their representative to attend the opening of the bids. Such representatives should carry a letter of authority from the bidders which is to be presented at the time of opening of bids.
	16. The bidders should commit to assume the responsibility for implementation of the application software as specified in the tender including the product installation and integration.
	17. The bidders are to satisfactorily complete customizations as required to fulfill the requirements of this tender in accordance with their technical bid before cutover of the application to production mode. Cutover date will be the date of successful implementation & acceptance of the complete application software.
	18. The bid is to be submitted after careful study and examination of the tender document, and after obtaining a full understanding of the requirements. Bidders are therefore advised to study the tender document carefully before submitting their bids. The submission of a bid will imply that the Bidder has read this tender, its terms & conditions and has fully understood the work scope, specifications, project execution and solution implementation requirements.
	19. The Agreement would be signed between AIASL and the bidder selected for award of the contract. The bidders must confirm their willingness to sign such Agreement containing the entire principal terms and conditions of this tender.
	20. AIASL reserves the right of not awarding any contract to any of the Bidders.
	21. The bidders should bear all the costs associated with the preparation and submission of their bids, including the costs incurred in presentations, demonstrations etc. for the purposes of evaluation of the bids by AIASL. AIASLwill in no case be responsible or liable for such costs regardless of the conduct or outcome of the bidding process. AIASL would however be responsible for the cost on account of travel, accommodation etc. of its Evaluation Team in the event that a decision is taken during the process of evaluation of the bids to make visits to client sites.
	22. Determination of whether the bid complies with the tender requirements or not will be at the sole discretion of AIASL.
	23. No advance / pre delivery payment term will be accepted.
	24. It will be the responsibility of the bidder to comply and pay all taxes/ levies/ duties in the country of origin as well as in India, as applicable for the entire contract.
	25. The prices quoted in the commercial bid must be exclusive of all applicable taxes, levies and duties till the delivery of the complete Software Package to AIASL**.** The taxes, levies and duties components applicable in the country of origin of the Bidder as well as that applicable in India for all the items of commercial bid format including implementation and AMC should be indicated clearly and separately in the Commercial Bid. In case, no taxes are applicable, it should be indicated as ‘NIL’ in the commercial bid format.
	26. In case the taxes, levies and duties are not mentioned separately, the bid would be deemed to be inclusive of such taxes, levies and duties applicable in India.
	27. Any increase in taxes / levies / duties in subsequent years will be reimbursed by AIASL on submission of proof of payment by the bidder. Similarly, in case of any reduction in the taxes/ levies/ duties from the present level, the benefit will be passed on to AIASL.
	28. In case, any new taxes / levies / duties are introduced in future by the Government of India during the period of the contract, the same shall be reimbursed to the bidder by AIASL on submission of proof of such payments.
	29. Wherever in this tender, the terms **‘ERP Software Package’** or **‘software package’** or **‘software’** or **‘application software’** or **‘application software package’** appears, unless contrary to the context, shall mean the complete ‘ERP Software Package including third party software products along with operating system’ as offered by bidder in response to this tender.
	30. Costs if any to be borne by AIASL in respect of the Project Implementation should be clearly indicated in the Commercial Bid giving the break-up thereof element-wise.
	31. The Commercial Bids have to be complete in all respects and no representation whatsoever would be entertained by AIASL for inclusion of any other cost head / cost after the opening of the bids. The prices quoted should remain firm / fixed for the entire term of the agreement. Withdrawal or unilateral modification of the Bids shall constitute a breach of terms of the tender and the Bids shall be liable for rejection as a consequence thereof.
	32. No representations from the unsuccessful bidders shall be entertained with respect to the evaluation of their bids by AIASL, whatsoever.

## SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE

* 1. A Security deposit (SD) @ 3 % of the contract value, or a non-revocable Performance Bank Guarantee (PBG) for the same amount would be required to be submitted by the successful Bidder within two weeks from the date of award of contract. The SD / PBG should be valid for 6 months (implementation) + 12 months (Warranty) + 2 months (extra) = 20 months. It will be used for meeting the project commitments and would be refunded / returned within two months of successful completion of warranty period subject to adjustment for penalties, if any, on account of deficiencies in performance as per the terms of the contract.
	2. Subsequently a non-revocable Performance Bank Guarantee or Security Deposit @ 3% of the AMC value for the first year would be required to be submitted by the successful bidder to cover the performance requirements during the Annual Maintenance Contract period. This PBG / SD would be renewed annually @ 3% of the AMC for the corresponding year till such time as the AMC is in force, and would be returned / refunded within two months of successful completion of the AMC period after adjustment of penalties, if any, on account of deficiencies in performance as per the terms of the AMC.
	3. It is to be noted that the costs involved in furnishing of the PBG / SD are to be borne by the bidder who has been awarded the contract and the same is to be included in the commercial bid.
	4. The Bank Guarantee Format for Security Deposit shall be as per format **C-8 of Annexure VII**. The format is for guidance only.

## PRE-QUALIFICATION CRITERIA

* 1. All the bidders must meet all the mandatory Pre-Qualification criteria specified in Annexure III and Annexure III ‘A’, ‘B’ and ‘C’ of the tender to qualify for Technical evaluation.

## PRODUCT PRESENTATION AND SITE VISITS

* 1. The bidders shall be required to submit a detailed presentation of their product in soft copy format to AIASL. The purpose of such presentations would be to allow the bidders to demonstrate their proposed solutions to the AIASL Technical Evaluation Committee and to provide additional information and clarifications as may be required.
	2. AIASL reserves the right to carry out visits at its own cost to the sites of clients of the bidders for the purpose of eliciting feedback on performance of their application as well as to observe the offered system in operation in a live environment. For this purpose the bidders would be required to provide the requisite client references as well as to facilitate discussions / demonstrations with their clients.

## ENQUIRIES FROM BIDDERS

1. All enquiries from the bidders must be sent in writing addressed to the contact person(s) as notified in the tender. The preferred mode of communication for this purpose would be through e-mail. Telephonic enquiries would not be entertained.
2. The responses to the queries from bidders would be hosted on the AIASL website <http://www.aiatsl.com/> on a periodical basis. It is to be noted that such responses would not be sent individually to the bidders.

## AMENDMENT OF TENDER DOCUMENT

1. At any time prior to the last date for submission of bids, AIASL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify this tender document by an amendment.
2. The amendments, if any, will be notified on websites <http://www.aiatsl.com/> and will be binding on the bidders to comply with. The bidders are, therefore, advised to visit the web site of AIASL regularly till the date of closing of the tender.
3. In order to afford reasonable time to the bidders to take such amendments into account for preparation and submission of their bids, AIASL may, at its discretion, extend the last date for the submission of bids through an announcement on its web site.

## GROUNDS FOR REJECTION OF BIDS

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

1. If the Bid has been received after the due date / time of the Tender.
2. If only the Technical Bid has been received and the Commercial bid has not been received, or vice versa.
3. If the Bid has been received by e-mail or fax instead of in separate sealed / closed covers as mentioned in the Tender document.
4. If the Bid has not been signed by the authorized signatory of the Tenderer.
5. If Tenderer’s response is not received in sealed condition and if the bids are not deposited in the tender box at the designated address as mentioned in the Tender document.
6. If the information given in response to the Tender is incomplete, incorrect, ambiguous, without requisite supporting documents, unverified, unattested and / or submission of illegible copies or unexplained materials and / or bids not received as per the desired formats & bidding instructions.
7. If the price indication has been provided in the Technical Bid.
8. If the Bid is not presented neatly and corrections if any are not duly authenticated with full authorized signatures of the person who has signed the Bid document,
9. If the Bid has been received without the undertaking of acceptance of all terms & conditions.
10. If the Bid (Technical / Commercial) is incomplete.
11. The above list is only illustrative, there can be other relevant grounds of rejection of Bids and any other reasons as AIASL may deem fit.

## GROUNDS FOR DISQUALIFICATION OF BIDS

1. Any Bidder and / or any of its director/s, who has been blacklisted or debarred from participating in any tender either by any Government agency or Corporation or any Public Sector Undertaking (in India or elsewhere) shall not be allowed to participate in the Tender.
2. Further Bidders are subject to be disqualified if Bidder / Tenderer or any of its constituent partners / directors (as applicable) have:
3. made misleading or false representation in the forms, statements and attachments submitted which was / were discovered at any point either after the submission of the Bid or on / before opening of the Bids or during the Bid evaluation process
4. records of poor performance since the time of its incorporation as on the date of submission of bid such as abandoning the work, rescinding of any contract for which the reasons are attributable to the non-performance of the Bidder / Tenderer, inordinate delays in completion, any history of litigation / arbitration awarded against the Bidder / Tenderer or any of its constituents or financial failure due to bankruptcy etc.
5. been debarred by AIASL or its affiliates as on the date of submission of the bid.
6. any outstanding legal dispute or arbitration proceedings with AIL or its subsidiaries
7. A Bidder who submits more than one Bid will cause all the Bids with such Bidder’s participation to disqualify.
8. In addition to the above, AIASL shall be entitled to:
9. reject the Bid or proposal for award of the Contract; or
10. rescind the Contract forthwith of such Bidder and shall blacklist the Bidder from participating in any tender issued by AIASL, without being liable in any manner whatsoever to the Bidder if AIASL determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practice in the Tender process.
11. declare the said Bidder ineligible and blacklist such Bidder for a period of at least 2 (two) years
12. In pursuance of this, AIASL defines, for the purposes of this provision, the terms set forth below as follows:
13. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Tender process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of AIASL who is or has been associated in any manner, directly or indirectly, with the Tender process or the LOI or has dealt with matters concerning the contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of AIASL, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging any person in respect of any matter relating to the LOI or the Contract, who at any time has been or is a legal, financial or technical adviser of the AIASL in relation to any matter concerning this Tender and/or the Contract, in any manner whatsoever, whether during the Tender process or after the issue of LOI or after the execution of the Contract, as the case may be;
14. **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tender process;
15. **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Tender process;
16. **"undesirable practice"** means establishing contact with any person connected with or employed or engaged by the AIASL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; and
17. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

## AWARD OF LOI AND CONTRACT

1. The Contract shall be awarded to the Successful Bidder vide the Letter of Intent (LOI) issued by AIASL, based on the evaluation of the Technical / Commercial Bids by AIASL.
2. Further the Successful Bidder shall be required to fulfill the following:
3. The Successful Bidder (L1) has to convey acknowledgement of LOI within Seven (7) days of receipt of the LOI.
4. The Successful Tenderer has to execute the Contract within thirty (30) days after acknowledgement of LOI. Two copies of the said Contract in original are to be executed. One shall be retained by AIASL and one by the Successful Bidder / Tenderer.
5. The Security Deposit shall be deposited by the Successful Bidder within two (2) weeks of award of the Contract vide the LOI and its subsequent acknowledgement by the Successful Bidder.
6. The Successful Tenderer shall commence the Services mentioned herein within the period stated herein.
7. In case the Successful Bidder withdraws, fails to execute the Contract, or commence the Services within the period mentioned hereunder, AIASL reserves the right to award the Contract to the next qualifying successful bidder or re-tender, at its sole discretion.
8. The Contract will be finalized by the duly authorized officials of AIASL, as per the terms and conditions stated herein and will be given to the Successful Bidder for signature.

## WARRANTIES AND GUARANTEES FOR APPLICATION SOFTWARE

1. The bidders must provide a minimum warranty of 12 (twelve) months starting from the date of successful implementation & acceptance of the complete software package (cutover date).
2. The bidders should provide all software upgrades, patches / fixes, software and documentation updates on Free of Cost (FOC) basis during the warranty period.
3. The bidders should provide a remedy for and resolve all the problems arising out of non-achievement of guaranteed performance of the product during the warranty period.
4. AIASL shall promptly notify in writing to the bidder to whom the contract has been awarded, any deficiencies arising during the warranty period. Upon receipt of such notice, the bidder shall, with reasonable speed, rectify the defect(s) without costs to AIASL and within the time specified and acceptable to AIASL. Failure to resolve such defects would be deemed as non-fulfillment of the warranty terms, and would render the bidder liable to penalties.
5. If the bidder to whom the contract has been awarded fails to remedy the defect(s) within the period specified in the contract, AIASL may proceed to take such reasonable remedial action as may be necessary, at the bidder’s risk and expense, and without prejudice to any other rights, which AIASL may have against the bidder under the contract.
6. The bidders should guarantee that:
7. The application software as quoted for, represents a complete solution in accordance with the specifications as indicated in the tender and its further amendments if any, and would be implemented in accordance with the terms and conditions to be specified in the contract.
8. Warranty services / support would be ensured by the bidder in respect of third party products that have been integrated with the implemented solution.
9. The criteria for acceptance of the solution during the implementation and warranty period (to be determined after award of the contract) would be complied with.

## MAINTENANCE SUPPORT CLAUSE FOR APPLICATION SOFTWARE

1. The bidder must commit to provide post warranty application support under AMC (Annual Maintenance Contract), for a minimum of 10 years from the completion of the warranty period.
2. The bidder should designate a technical support contact for exchange of technical information to facilitate diagnosis / troubleshooting during implementation of the project and thereafter during the warranty and post warranty (AMC) periods.
3. During the AMC period, the bidder would be required to provide on FOC basis all products and documentation updates, patches / fixes, etc. as may be necessary to ensure the desired level of performance of the system.

## TRAINING

1. The bidders should provide product training on FOC basis to various categories of AIASL personnel as specified in the technical bid.

## PROJECT MANAGEMENT

1. The bidders should undertake the responsibility of project management with regard to the offered application software, including but not limited to the Business Process Study, Detailing of Work Scope, application development / customization, testing and implementation.
2. If a bidder chooses to work with one or more partners to implement the project, the coordination with such partner (s) for project implementation and subsequent support would be the sole responsibility of the bidder. The bidders should submit, along with their technical bids, documentary proof of such partnerships as well as the related arrangements for project implementation / support.
3. AIASL shall allocate its own resources to co-ordinate with the bidder’s project team. The responsibility and scope of work of such resources would be mutually agreed upon between AIASL and the bidder after award of the contract.

## PAYMENT SCHEDULE / TERMS

1. AIASL will appoint a Review Committee to track the progress of implementation and other milestones of the project. The bidders must clearly specify the project implementation milestones and timeframes. This is to be submitted along with the Commercial Bid.
2. After 3 months into Implementation, the Review Committee will evaluate the progress and other parameters of the project. On successful review, a payout of 25% of the Contract Value will be sanctioned to be paid to the Vendor.
3. The balance 75% of the payment will be made after 6 months on successful completion of the Implementation as evaluated by the Review Committee of AIASL
4. No advance / pre delivery payment term will normally be accepted.

## LIQUIDATED DAMAGES

1. **Delay in Delivery / Installation / Commissioning:** The bidder will be liable to pay liquidated damages to AIASL @ 0.5 % (half percent) of the contract value per week of delay or part thereof, subject to a maximum of 10% of the contract value for delay in successful commissioning of the Solution / Services for reasons solely attributable to the bidder. The amount will be deducted / invoked from the Security Deposit / Performance Bank Guarantee / pending invoices (if any). If the delay exceeds 60 days from the scheduled date of delivery/ Installation/ Commissioning, AIASL reserves the right to cancel the entire contract.

## SUBCONTRACTING

1. The essence of the Tender is that there will be no subcontracting or delegation or outsourcing of any of Services to any third party without prior written approval of AIASL. To reiterate, if any sub-contracting is proposed by the Successful Bidder, such appointment / engagement of the sub-contractor shall be at the sole discretion of AIASL. Furthermore the Successful Bidder shall be responsible for any and all acts/ omissions of such sub-contractor
2. In event, the Contract is sub-contracted or assigned in violation of terms specified hereunder or the Contract, AIASL reserves the right to terminate the Contract and/ or take appropriate action against the Successful Bidder/ claim damages/ any other remedies for breach of the Tender/ Contract.

## RECOVERY OF SUMS DUE

1. Whenever under the Contract any sum of money is recoverable from Bidder, AIASL shall be entitled to recover such sum from the monthly bills. In the event that the value of monthly bills is not sufficient to recover the dues recoverable under the contract, the same will be recovered by invoking bank guarantee / security deposit held by AIASL. In the event of the said security deposit / Bank Guarantee being insufficient, the balance of total amount recoverable shall be deducted from any sum due to Bidder under this or any other contract with AIASL.
2. Should this amount be insufficient to cover the said full amount recoverable, Bidder shall pay to AIASL on demand the balance amount within 14 days of the demand along with the interest @ 15% from the due date specified in the demand notice.
3. If any amount due to AIASL is so set off against the said security deposit, the Service Provider shall have to make good, the said amount immediately but not later than 14 (fourteen) calendar days, 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 AIASL to take appropriate remedial action, including termination.
4. In addition to the above, AIASL reserves the right to deduct from the Successful Bidder’s invoice, amounts attributable to loss or damage caused to AIASL employees / cargo / plant / equipment / machinery / building or any other property of AIASL or any damage caused to any third party by negligence or due to reasons attributable to the Successful Bidder including its employees.

## CONFIDENTIALITY

1. The Bidder / Successful Bidder shall at all times keep confidential, all information acquired in consequence of this Tender, including (without limitation) the any / all data concerning the technology, software & programs, technical processes, business processes, procedures, personal data, business affairs, AIASL customer/ passenger details, financial affairs of AIASL (hereinafter referred to as “**Confidential Information**”). Confidential information shall also include information that is designated as 'confidential' or which by its nature is clearly confidential.
2. The Bidder / Successful Bidder shall not disclose the Confidential Information to any other third party, without the prior written consent of AIASL, unless such disclosure is (a) required by law, decree, order or directive of a competent judicial / administrative / legislative authority; (b) such Confidential Information is or becomes generally available to the public through no breach of such Bidder / Successful Bidder; (c) was in the Bidder / Successful Bidder’s possession prior to the time of receipt of it by such Bidder / Successful Bidder; (d) Is developed independently by the Bidder / Successful Bidder; or (e) is rightfully obtained by third party without breach of this Clause.
3. As such, the Bidder / Successful Bidder agrees to keep such Confidential Information as strictly confidential and shall disclose the same to their employees / professional advisers only on a ‘need to know’ basis.
4. The Bidder / Successful Bidder agree that any such information received by it shall be (1) protected and kept in strict confidence, using the same degree of care and safeguards as it uses to protect its own information of like importance, but in any case no less than a reasonable degree of care, (2) not to use Confidential Information for any purpose other than to carry out its respective obligations under this Tender.
5. It is understood by the Bidder / Successful Bidder that the breach of provisions of this Clause or the provisions of confidentiality agreed by the parties under the Contract shall cause irreparable harm and injury to AIASL for which monetary compensation may not be adequate. Therefore, in addition to the damages, AIASL shall be entitled to injunctive or other equitable relief against such Bidder / Successful Bidder or any other remedy under law or at equity.
6. The Bidder/ Successful Bidder shall execute a separate Non-Disclosure Agreement with AIASL on non-judicial stamp paper of requisite value. In addition to the content hereunder, all global laws related to privacy and confidentiality will have to be maintained.
7. The Successful Bidder shall be committed to respect privacy and to ensure lawful processing of personal data. The Successful Bidder shall be responsible, as a sole data controller, for its own processing of personal data pursuant to and / or in connection with the Contract.

## INSPECTION

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

## REPRESENTATIONS AND WARRANTIES TO BE GIVEN BY THE SUCCESSFUL TENDERER

The Successful Tenderer 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:

1. It is duly incorporated and validly existing under the laws of its incorporation.
2. It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver the Contract and the performance of the obligations there under.
3. The Contract shall constitute a legal valid and binding obligation against it and is enforceable against it in accordance with the terms herein.
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.
5. It shall employ personnel who are qualified and competent to render the Services as mentioned herein. The payment of salaries, wages, provident fund, gratuity etc., to its personnel, 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 AIASL.
6. It undertakes to comply with various applicable labour laws of the land 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 AIASL against any claim / cost / remedies and penalties in respect of breach of any of the provisions of the laws in force.
7. It shall indemnify AIASL for any damage or loss or caused to the premises / equipment / property of AIASL or any third party on account of negligent act / performance / omission attributable to the Successful Bidder.
8. It shall perform all its obligations under the Contract with due care and diligence and in a skillful and business-like manner.
9. It shall comply with all such directions issued by AIASL from time to time. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by applicable law which may result in any material adverse effect to AIASL on its ability to perform its obligations under the Contract.
10. It has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, has or may have a material adverse effect on its ability to perform its obligations under the Contract.
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 breach of the Contract or which individually or in the aggregate may result in any material impairment on its ability to perform its obligations under the Contract.
12. It is and shall 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.
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.
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 Tenderer.
15. 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 AIASL against all losses, costs, or damages that may be suffered by AIASL as a result of such omission or failure.

## INTEGRITY PACT

Depending on the Contract Value, all Bidders are required to sign the integrity pact of AIASL as per Annexure-IX and submit along with Pre-qualification bid.

## INTELLECTUAL PROPERTY

1. The Successful Tenderer warrants that in providing the Services under the Contract, it shall not infringe the intellectual property including without limitation trademark, copyright design, right patent or etc. of AIASL and / or of any third party and agrees to defend, hold harmless and indemnify AIASL against any losses, damages, claims, costs, expenses etc. suffered by AIASL arising from any such infringement of any intellectual property.
2. The intellectual property produced by the Successful Bidder in the course of or in relation to the Services under the Contract shall belong to AIASL absolutely.
3. AIASL reserves the right for injunctive relief in order to prevent the breach of any it’s or third parties intellectual property rights.
4. If the use of the Services is preliminarily or permanently enjoined because of a finding of infringement or the likelihood of infringement of the Successful Bidder’s intellectual property, the Successful Bidder shall, at its sole cost and expense, and at its option:
5. procure for AIASL the right to continue using the Services; or
6. modify the Services so that it becomes non infringing; or
7. refund to AIASL the money paid by AIASL for the enjoined part or parts of the Services.

## ASSIGNMENT

1. During the Term of the Contract, the Successful Tenderer shall not assign any of its rights or duties under the Contract without prior written consent of AIASL. Any assignment or transfer in violation of this Clause shall result in termination by AIASL with damages to the Successful Bidder. The parties agree that subcontracting of the Services may be done only in the manner provided under Clause 11 (*Subcontracting*) hereunder or the equivalent clause of the Contract. .

## NON-WAIVER

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

## TERMINATION OF AGREEMENT / CONTRACT

The Contract may be terminated under the following circumstances:

1. The validity of the Contract / agreement comes to an end ipso facto by efflux of time unless otherwise renewed/ terminated. The Contract period shall come into force as specified in the executed Contract. There shall be no lock-in period under the Contract unless both the Successful Bidder and AIASL have mutually agreed for an extension of the Contract in writing, the Contract will automatically terminate on its expiry date and no notice will be required.
2. In the event of breach / non-observance of the terms of the Contract, by the Successful Bidder / Tenderer, of any one or more of its obligations under the Contract and / or contractual documents and where such default is not cured upon notice of 30 (Thirty) days, or is not curable, AIASL, without prejudice to any other rights available to it, reserves the right to terminate the Contract or any relevant part thereof. In such case, the Successful Bidder shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account. In such case of breach attributable to the Successful Bidder, AIASL shall be entitled to claim damages equivalent to ten (10%) of the annual Contract Value involved.
3. Either Party may terminate the Contract for convenience without cause by giving a prior written notice of forty five (45 days). It is clarified that the obligations accrued prior to such termination shall remain absolute and unconditional on the parties.
4. In case the Successful Bidder does not meet the agreed minimum service levels under the Contract / fails to perform the contractual obligations to the satisfaction / requirements / standards of AIASL, AIASL, without prejudice to any other remedies available, AIASL shall claim from the Successful Bidder, the amount equivalent to the loss suffered/ additional cost/ damage/ expense incurred from the Security Deposit. If continued dissatisfaction is observed in the Successful; Bidder’s performance, AIASL shall reserve the right to terminate the Contract by giving a prior notice of forty five (45) days.
5. AIL may at any time terminate the Contract with immediate effect by giving written notice to the Successful Tenderer, if the Successful Tenderer becomes bankrupt or otherwise insolvent , being a partnership or sole proprietorship firm, if the sole proprietor or any partner is adjudged as insolvent, or order for administration of his / her estate is made against him / her or shall take proceedings for liquidation under any insolvency act for the time being in force in India / any country of successful bidder or make any assignment of his effects or composition or arrangement for the benefit of his creditors or purports to do so. Provided that such termination will not prejudice or affect any right or remedy which has accrued or will accrue to AIASL.
6. Any indulgence or delays shown, AIASL in that respect will not constitute waiver of the right of termination.
7. Upon termination of this Contract for any reason, the Successful Tenderer shall return all property of AIASL to AIASL, within 7 days from the date of termination, in the same condition in which it was received (reasonable wear and tear excluded). In the event of any damage to such property, AIASL shall be liable to obtain from the Successful Tenderer damages for the same.
8. In the event the Successful Bidder suspends the performance of Services under the Contract without any notice to AIASL for reasons other than prevalence of a Force Majeure event, AIASL reserves the right to approach other entities for completion of the Services at the cost and risk of the Successful Bidder. In such case, AIASL shall have the right to claim damages from the Successful Bidder
9. AIASL can terminate the Contract if the Successful Tenderer has committed any corrupt and/or fraudulent practice, offence under the Provision of Corruption Act, 1988, and any amendments and any other guidelines as may be prescribed by the Central Vigilance Commission.
10. AIASL and/or the Successful Tenderer may terminate the Contract in case of prevalence of a Force Majeure in the manner provided in the Contract and Clause (19) (*Force Majeure*) hereunder.
11. AIASL may terminate the Contract if it comes to the knowledge of AIASL that, the Successful Tenderer has obtained the Contract vide non-bonafide methods of competitive bidding.
12. In the event of change of Applicable Laws or business policies which make the performance of the Contract illegal/ invalid/ unenforceable, AIASL will be required to renegotiate the Contract and the Successful Bidder shall cooperate in arriving at mutual revised terms, however, if in the opinion of AIASL, such revised terms may not be arrived at, AIL shall be entitled to terminate the Contract forthwith without any costs to the Successful Bidder. It is however clarified that, the outstanding obligations shall remain absolute till the extend the performance is legally valid.
13. The Contract may also be terminated by AIASL for breach of confidentiality obligations in the manner provided under the terms of the Contract and under Clause 13 (*Confidentiality*) hereunder.
14. It is clarified that notwithstanding the cause of termination, the parties shall be required to fulfill the obligations accrued prior to the termination of the Contract.

## CONTRACT SURVIVABILITY

1. If for any reason, any one or more of the foregoing conditions are partially/ wholly invalid or unenforceable; the other conditions shall still remain in full force and effect.
2. In the event Bidder/Successful Bidder is acquired by, or merges with another company/entity by operation of law, the terms and conditions of the Contract resulting from award of this Tender shall remain in full force and effect with the acquiring company/entity. AIASL shall however have the discretion and option to terminate the Contract in such an event.

## COMPLIANCE

1. The Successful Tenderer shall comply with all Applicable Laws in force in India/ outside India, as applicable to it. The laws will include Central, State, Municipal laws of India, or any other International laws that affect the performance of the Contract and are binding upon the Successful Tenderer.
2. The liabilities of all statutory / legal mandatory regulations / obligations regarding manpower / product / Services will be borne by Successful Tenderer.

## INDEMNITY

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

## FORCE MAJEURE

1. Neither the Tenderer, Successful Tenderer nor AIASL (herein referred as Party / Parties) shall be in breach of any obligation under the Tender and/or Contract in case of failure or delay in performance of the obligations in whole or part by reason in the event of Force Majeure as defined below.
2. “**Force Majeure**” is hereby defined as any cause which is beyond the reasonable control of Bidder (including its subcontractors for the Services/ part thereof delegated to it with prior written approval of AIASL) or AIASL as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen including the following events: war, hostilities, acts of the public enemy or belligerents, sabotage, blockage, revolution, insurrection; riot, strike or disorder, expropriation; requisition, confiscation or nationalization; act of God, fire, frost, earthquake, flood, droughts, storm, lightning, or the government taking over whether or not by formal requisition; epidemic, quarantine restrictions; embargoes, explosion, accidents by fire ( each, a "**Force Majeure”** event).
3. In such case the affected party shall give immediate notice in writing (in any case not later than 5 working days from the date of occurrence of such an event) and shall thereafter keep the other Party informed of the developments in such Force Majeure situation. Upon notification from the affected Party of existence of a Force Majeure event, the Parties shall use reasonable efforts to re-plan and reschedule delivery/ performance of Services/ respective obligations under the Contract.
4. Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall use its best reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force Majeure and shall reasonably allocate its available resources, giving priority to its obligations under the Contract.
5. In the event of Force Majeure lasting for more than 30 (thirty) days either Party may after mutual consultation with the each other, terminate the Contract or restructure the terms of the contract. It is understood by the Parties that such early termination in terms of this Clause shall not exclude the Parties from fulfilling the obligations accrued prior to such termination.

## ARBITRATION AND SETTLEMENT OF DISPUTES

1. Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of the or any terms of the Contract or the validity or breach thereof, shall first be settled by mutual consultation/ discussion between the senior executives of the parties.
2. If the dispute remains unresolved after a period of Thirty (30) days from the date when the mutual consultation has started, then the unresolved dispute/difference shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules. The venue of arbitration should be in accordance with UNCITRAL or arbitration rules of India, whereby it may be in India or in any neutral country. Both parties shall bear their own costs of arbitration proceedings.
3. The seat and venue of arbitration shall be New Delhi, India or neutral country and it shall be conducted in the English language.
4. During the arbitration, the Parties shall continue to fulfill their respective obligations under this Agreement except for such obligations, which are the subject matter of the arbitration. The arbitral award made in pursuance thereof shall be final and binding on the parties.

## JURISDICTION

1. Bidder must agree that for disputes concerning both the tender and the agreement, the governing law shall be Indian Law and any remedies (except where Arbitration is the course to be followed) shall be restricted to the Courts in New Delhi, India.

Yours sincerely,

**For AI Airport Services Limited**

**Dated: Authorised Signatory**

# ANNEXURE II – B : WORK SCOPE

AIASL requires an ‘ERP Software Package’, which should also be scalable to support the latest industry standards as established from time to time, as well as scenarios of mergers, joint ventures, etc.

1. The application software should provide the following major functionalities and also as per the requirements contained in this tender document.
2. Sales module for billing of Ground handling operations of Aircraft
3. Maintenance module for Equipment life cycle, spares provisioning and Maintenance Contracts. Procure to pay and Inventory management
4. Finance module consisting of Asset Management / Expenditure management.
5. HR module consisting of Recruitment, Records & Data management, Report generation, Payroll, Attendance & Leave management, Statutory & Compliances, Benefits & Retirements, Contract Renewals, Exit Management and Policies maintenance.
6. The application software should be accessible from any domestic / international station on AIASL operational network both through the computer network of AIASL and the internet.
7. The application software should be capable of handling **1000 named users** (approximately **500 concurrent users**) without compromising on the performance in its real time use.
8. AIASL proposes a Cloud based solution with Production Data Centre and Disaster Recovery Data Centre at the site of the ERP Solution provider.
9. Bidders should provide the recommended configuration of hardware, networking, details of operating systems, and third party products as required for the efficient performance of the complete solution.
10. The recommended configuration for Main Servers, Mirror / Backup Servers, Nodes and other hardware / software for Production and Disaster Recovery Data Centers is required to be specified by the Bidders.
11. The cost of providing 24 x 7 on site support during the project implementation phase till the end of the warranty period should be included in the commercial bid.
12. The Bidders must provide a list of third party software products with full details thereof that will be supplied (duly licensed) to AIASL for implementation of the offered solution. This is to be submitted along with the technical bid.
13. Bidder must provide all the third party software products required for full working of the offered application software package. Cost of such software products should be part of the commercial bid. Bidder will be responsible for integration, implementation and maintenance of application software along with such third party software products.
14. Wherever, in this tender, the commitment for interfacing/ integration with external IT applications has been requested, it implies only the ‘Technical Commitment’. The Bidder should not include any cost for the same in the Commercial Bid.
15. The Bidders should submit a detailed implementation plan listing various project milestones. The level of support to be provided by the Bidders and the level of support expected from AIASL for achieving these targets should be indicated by the Bidders.
16. The Bidders should indicate the extent of post implementation support / ongoing upgrades / new version releases to be offered to AIASL.
17. Adequate security and virus protection is to be ensured for the ERP Software Package and operating system.
18. Functional training is to be imparted to the key users / implementation team of AIASL.
19. Application Software Administration training is to be imparted to the AIASL designated System Administrators.
20. While responding to the specific questions listed under each chapter in the Annexure III and Annexure IV, the Bidders are also to provide detailed write-up under each item listing the main / special features of each process / function of their software along with the process flow chart and screen shots as applicable.
21. Change Management: The Bidders should submit a comprehensive plan for Change Management from manual / semi-automatic to fully computerized system along with the detailed implementation plan.
22. A photocopy of the Commercial Bid (with the prices blanked) is to be submitted along with the technical bid.

# ANNEXURE II – C : CONTRACTS AND BILLING PROCESS WORKFLOW

1. Customer Airlines
2. IATA Billing
3. Non-IATA Billing
4. Bank Guarantee (3 months / 2 months)
5. Fix days of payment (15 days / 30 days / 45 days / 60 days)
6. Interest for delayed payment (2% / 1.5% / 1%)
7. Non-Schedule Airlines

a. Contracted Non-schedule airlines

1. Receive request from Airlines to us or directly to the Station.
2. The Contract SGHA is already been shared with the Station.
3. If Intimating received at HCA, inform Stations about handling the flight as per SGHA.
4. If it is a credit party, station handle the flight, raise Ramp Assistance (RA) form and send to Finance for payment action.
5. If it is a non-credit party, Station handle the flight and collect amount based on proforma invoice raised by Regional Finance prior to departure as per agreed terms, raise RA form and send the RA form and transaction details of payment to Finance for billing action.

 b. Non-contracted non-schedule airlines

1. After receiving request from non-schedule operator, HCA provides quotation to the party.
2. On receipt of confirmation from Operator, informs Station to handle the flight.
3. Based on quotation, proforma invoice is issued by Regional Finance to make payment in advance.
4. Station after handling the flight, raise the RA form and send transaction details with RA Form to Finance for billing action.
5. All the contracts contain basic handling rate for particular type of aircraft.
6. The basic handling rates may include only Ramp, passenger & Ramp, Cargo or all three services as comprehensive.
7. Apart from this there are some additional services rate chart is additionally mentioned in the Contract for the services which are used occasionally like GPU, ACU, ASU and additional wheel chairs etc. and those services which are not included in contract.
8. For Rates which are not included in the contract itself, the rate chart of equipment/additional services will apply as per applicability.
9. SLA is also executed between most of the Customer Airlines setting out the parameters in meeting service standards and penalty for not meeting the service standards. These parameters are dynamic and differ from customer to customer as it is service wise.
10. Data on Masters of individual Ground Handling Agreement/Contracts including Addendums to be created.
11. Data on Master of individual service level agreements to be created.
12. The RA forms which is at present filled manually on paper by User Department should be filled in automation system through device during the flight handling by the flight supervisor. The signature of the Airline representative to be obtained on the device.
13. The RA form duly signed by both representatives will be processed for billing.
14. All the RA Forms of a particular Airline at particular station for a particular period to get tabulated to arrive at the number of flights handled and the additional services provided during the period.
15. Based on the comprehensive flight handling and services provided, billing to take place on automation.
16. Generation of Reports
17. Invoices Airline wise
18. Flights handled station wise airline wise
19. Revenue generated station wise airline wise
20. Royalty Statement station wise
21. Revenue generated airline wise
22. GST Statement

# ANNEXURE III : PRE-QUALIFICATION BID

**Pre-Qualification Bid Format**

(To be printed on the Bidder's Company Letter Head)

To,

**Ref. No: Date:**

Dear Sir,

**Sub: Pre-Qualification Bid as per your Tender No. AIASL/ERP/ENQ-01 dated 02-Mar-2021**

With reference to your Tender No. AIASL/ERP/ENQ-01 dated 03-Mar-2021 for ERP Software Package for Ground Handling Operations, we hereby submit our **Pre-Qualification Bid** as per the format in **Annexures III - A, B and C**.

We also agree to the General Terms & Conditions, Work Scope and Work Flow as prescribed in **Annexures II - A, II - B and II - C** and Evaluation Criteria of your tender as detailed in **Annexures VI - A, B and C**.

Thanking you,

Encl:

**Authorized signatory of the bidder:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:**

**Designation:**

**Bidder’s Company Name & Seal:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Business Address:**

## ANNEXURE III – A : PRE-QUALIFICATION CRITERIA OF THE TENDER

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Requirement** | **Evaluation Criteria** | **Compliance (Yes / No)** |
| 1 | **A**) The Bidder must be the owner of the “ERP Software Package” (Attach certificate as per format C-1 of Annexure-VII)**OR** | Mandatory |   |
| **B)** In lieu of the owner of the “ERP Software Package”, an exclusive reseller of the product duly authorized by the owner of the “ERP Software Package”, would be permitted to participate in the tender subject. Undertakings to be given as per certificate format C-2 and C-3 of Annexure-VII | Mandatory |  |
| **NOTE:** Kindly note that AIASL will entertain bids either from the owner of the ERP software or from the exclusive reseller. In case bids are received from both owner and exclusive reseller, only the bid receive from the owner of the software would be entertained.  |   |  |
| 2 | The ERP Software Package being offered must be currently operational in at least in 2 client locations for more than three years. Attach certificate as per C-4 of Annexure-VII | Mandatory |   |
| 3 | The “ERP Software Package” of the Bidder must have the capability to support cloud backup for the purposes of disaster discovery.  | Mandatory |   |
| 4 | The Bidder must have a minimum annual turnover of Rs. 36 Cr (USD 5.0 million) in the last two financial years .i.e. FY 18-19, FY 19-20 or FY 2019 & FY 2020. (Attach copy of Balance sheet of the company for the last financial year as documentary proof)NOTE: Copies of Certified Financial Statement for above mentioned period to be submitted. Pro forma statement is not acceptable. In case, the bidder is not able to provide the balance sheet for the last financial year due to some reason, then the balance sheet of the Parent Company can be accepted in lieu, subject to submission of Joint undertaking from the Parent Company and the Subsidiary Company (Bidder’s Company) as per format C-7 of Annexure VII. | Mandatory |   |
| 5 | The Bidder must have a product development policy with regard to ERP Software Package similar to that covered in this tender, and to upgrade the software on an ongoing basis, based on the industry requirements / trends from time to time. (A brief write up on product development policy must be attached). | Mandatory |   |
| 6 | **The Bidder must have quoted in response to this tender for the modules for the ERP software covering major functionalities as listed below :**  | Mandatory |   |
| 6.1 | Sales module for billing of Ground handling operations of Aircraft  | Mandatory |   |
| 6.2 | Maintenance module for Equipment life cycle, spares provisioning and maintenance contracts, procure to pay and Inventory management. | Mandatory |   |
| 6.3 | Finance module consisting of Asset Management / Expenditure management. | Mandatory |   |
| 6.4 | HR module consisting of Recruitment, Records & Data management, Report generation ,Payroll, Attendance& Leave management, Statutory & Compliances, benefits & Retirements, Contract Renewals, Exit Management and Policies maintenance. | Mandatory |   |
| 7 | **The application software solution offered by the Bidder must meet the following requirements :**  | Mandatory |  |
| 7.1 | The application software must be capable of supporting 1000 named users at the time of cutover | Mandatory |   |
| 7.2 | The application software must be capable to support a minimum of 500 concurrent users | Mandatory |   |
| 7.3 | The application software must have inbuilt security features for authentication, authorization (at various hierarchical levels) and auditing of the transactions | Mandatory |   |
| 7.4 | The Bidder must confirm that the application software will be accessible both from AIASL network and Internet | Mandatory |   |
| 7.5 | The Bidder must commit to provide perpetual & irrevocable licenses for the offered ERP software package to AIASL | Mandatory |   |
| 7.6 | The application software must have a high connectivity speed without any lag or breakdowns to ensure smooth operations |  |  |
| 8 | The Bidder must implement and integrate the application software on the cloud storage | Mandatory |   |
| 8.1 | Details of cloud based location and storage, regular backup, uptime should be provided to us | Mandatory |  |
| 8.2 | Provide for increase of space on Cloud as per business growth and projected increase in number of users and operations | Mandatory |  |
| 9 | The Bidder must commit to provide AMC support for a period not less than ten years after the warranty period | Mandatory |   |
| 10 | The Bidder must give a detailed presentation / demonstration of their product to AIASL in soft copy format | Mandatory |   |
| 11 | Bidder must commit to undertake the responsibility of migrating AIASL existing data of Operation, Material Management and Finance database / system to the offered application for which AIASL will provide the existing data. Data extraction from AIASL’s existing systems for this purpose would, however, be the responsibility of AIASL. | Mandatory |   |
| 12 | The Bidder must sign the Integrity Pact (pre-signed by AIASL as per Annexure-IX and submit the same along with the pre-qualification bid. | Mandatory |   |

**Note:**

1. The Bidders must provide all the necessary and sufficient information as applicable in respect of Annexure III ‘B’ (Bidder Company Information) and Annexure III ‘C’ (Bidder’s Product Information), so as to support their claims made to the mandatory requirements of Pre-Qualification Criteria (Annexure III ‘A’).
2. For all clauses of Pre-qualification Criteria of Annexure III ‘A’, the bidder may preferably, attach a separate short write-up describing their capability, specific applicable features of their software product, previous similar experience etc.; so as to support their claims made towards applicable pre-qualification clause.
3. Non-compliance of Mandatory requirements may lead to dis-qualification of the Bids

## ANNEXURE III – B : BIDDER’S COMPANY INFORMATION

Please complete the below table. Please note references to other sources e.g. website addresses are not acceptable. Additional information can be given as an attached sheet.

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Requirements** | **Details** |
| 1 | Bidder’s Company Name & address |   |
| 2 | The company must have been incorporated as a partnership, private or a public limited company |   |
| 3 | Paid up capital |   |
| 4 | Year of incorporation |   |
| 5 | Annual revenues for the last three years (upto FY 2019-20) |   |
| 6 | Bidder’s Company Contact Person Name, Job title, e-mail address, mobile, and direct contact telephone no. and fax no. |   |
| 7 | Location and details of post implementation support |   |
| 8 | Details of Commercial Airline clients with name of each client along with contact person  | Please attach separate sheets for providing the details  |
| 9 | Names of Commercial Airline clients using the proposed solution and/or in the process of migration to the proposed solution, along with the fleet size & aircraft type, the names of modules implemented date of implementation. Please specify fleet size of each airline. | Please attach separate sheets for providing the details  |

## ANNEXURE III – C : BIDDER’S PRODUCT INFORMATION

Attach separate sheets for providing the necessary information as required

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Requirements** | **Details** |
| 1 | Product Name Overview of the ERP Software Package offered to AI AIRPORT SERVICE LIMITED (AIASL).(Attach the Product Overview literature describing each module and the major functionalities covered by it) |   |
| 2 | Launch Date of Product and Version no. offered |   |
| 3 | Last Upgrade Date |   |
| 4 | Functional details added / improved in the last upgrade |   |
| 5 | Technology Platform |   |
| 6 | Client (e.g. browser-based, client/server, java, .net etc.) |   |
| 7 | Interfaces supported |   |
| 8 | DBMS (e.g. Oracle, DB2, SQL etc.) |   |
| 9 | Information Security and Quality Assurance policy |   |
| 10 | Comprehensive list of all products related to ERP Software currently available |   |

# ANNEXURE IV : TECHNICAL BID

**TECHNICAL BID FORMAT**

To be printed on the Bidder's Company Letter Head

To,

**Ref. No: Date:**

Dear Sir,

**Sub: Technical Bid as per your Tender No. AIASL/ERP/ENQ-01 dated 03-Mar-2021**

With reference to your Tender No. AIASL/ERP/ENQ-01 dated 03-Mar-2021 for ERP Software Package for Ground Handling Operations, we hereby submit our **Technical Bid** as per the format in **Annexures IV - A, IV - B, IV - C, IV - D, IV - E,**.

We also agree to the General Terms & Conditions, Work Scope and Work Flow as prescribed in **Annexures II - A, II - B and II - C** and Evaluation Criteria of your tender as detailed in **Annexures VI - A, VI - B and VI - C**.

Thanking you,

Encl:

**Authorized signatory of the bidder:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:**

**Designation:**

**Bidder’s Company Name & Seal:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Business Address:**

## ANNEXURE IV – A : REVENUE AND BILLING

|  |  |  |
| --- | --- | --- |
| **Revenue Process Workflow** | **Evaluation****Criteria** | **Compliance****(Yes / No)** |
| 1. RA Forms received from Station under a covering letter either through Hand Delivery or Air India Transportation of Shipment.
 | Mandatory |   |
| 1. Preliminary recording of RA forms numbers received date wise.
 | Mandatory |   |
| 1. Segregation of RA forms airline wise.
 | Mandatory |   |
| 1. RA forms with incomplete data are sent back to Documentation cell to make necessary corrections and completions.
 | Mandatory |   |
| 1. Primary revenue generating log data is keyed into the master service roll maintained for each airline.
 | Mandatory |   |
| 1. For airlines that seek approval before invoicing, approval is sought by way of conveyance of a pro forma charge table.
 | Mandatory |   |
| 1. ICH Billing done over MBS which automates posting over SIS Platform while simultaneously posting in SAP, pursuant to approval of invoices after generation of Invoice Number. SAP Ledger 3304001090.
 | Mandatory |   |
| 1. Bilateral Billing done in limited cases over MBS, which automates posting in SAP. SAP Ledger 3304001100.
 | Mandatory |   |
| 1. In cases other than those mentioned in 5, Invoicing done directly over SAP to maintain control over ledger postings and GST related ledger posting and tracking.
 | Mandatory |   |
| 1. Invoice number shall be the reference number of the posting document in SAP.
 | Mandatory |   |
| 1. After generation of invoice in SAP, a GST Compliant format of invoice is printed for sending to the carriers.
 | Mandatory |   |
| 1. All B2B invoices raised on or after 01-Oct-2020 shall be e-Invoices. In Western Region, it has been incorporated as an additional workflow for compliance requirements. This process has been incorporated under the guidance and advice of GST Consultant – EY.
 | Mandatory |   |
| 1. Effective 01-Apr-2020 in Western Region, all invoices raised are recorded in a master invoice roll with key financial, geographical and tax related data.
 | Mandatory |   |
| 1. Invoices are forwarded to client airlines as required to be sent in accordance with Ground Handling Agreement.
 | Mandatory |   |
| 1. Debtor dunning is done pursuant to delivery of invoices. For non-compliant clients and instances, gentle reminders are forwarded. If non-compliance persists, interest is computed and forwarded to the clientele. Effective measures are taken in accordance with the consult and concurrence of the Senior Management.
 | Mandatory |   |
|  |  |  |
| **Non IATA Billing** |  |  |
| 1. We receive complete RA forms of previous service month in the next month by 1st or 2nd week.
 | Mandatory |  |
| 1. We start processing the RA forms on receipt of all RA forms of previous month against any client airline
 | Mandatory |  |
| 1. Calculation sheet is made for each RA form to tabulate/arrive at the invoice/bill amount
 | Mandatory |  |
| 1. Accounting entries will be posted in SAP after raising the Invoice in XL format based on the Calculation sheet.
 | Mandatory |  |
| 1. Sap Document number will be incorporated in the XL Invoice
 | Mandatory |  |
| 1. Invoice particulars will be fed in the E-Invoicing XL sheet format and then validated After creation of Jason file the same will be uploaded in e-Invoicing portal to generate E-Invoice
 | Mandatory |  |
| 1. Soft copies of invoices generated are forwarded to the clients on need basis.
 | Mandatory |  |
| 1. Manual Invoice, E-Invoice, Original RA forms will be dispatched to the client address or handed over in personal along with the covering/acknowledgement letter
 | Mandatory |  |
| 1. Follow-up for Invoice payment/settlement details
 | Mandatory |  |
| 1. On receipt of Invoice settlement details from the client, receipts against the respective Invoices will be posted in SAP
 | Mandatory |  |
|   |  |  |
| **IATA (MBS/ SIS ) Billing** |  |  |
| 1. We receive complete RA forms of previous service month in the next month by 1st or 2nd week.
 | Mandatory |  |
| 1. We start processing the RA forms on receipt of all RA forms of previous month against any client airline
 | Mandatory |  |
| 1. Calculation sheet is made for each RA form to tabulate/arrive at the invoice/bill amount
 | Mandatory |  |
| 1. Based on the calculation sheet Invoice will be raised in MBS
 | Mandatory |  |
| 1. Invoice particulars will be fed in the E-Invoicing XL sheet format and then validated After creation of Jason file the same will be uploaded in e-Invoicing portal to generate E-Invoice
 | Mandatory |  |
| 1. IATA Invoke, E Invoice, RA forms will be scanned and attached with each MBS Invoice
 | Mandatory |  |
| 1. Invoice will be given final approval in MBS
 | Mandatory |  |
| 1. Invoice Rejection details will be checked in SIS portal periodically
 | Mandatory |  |
|   |  |  |
| **Non Scheduled Operations (Casual Clients Billing)** |  |  |
| 1. On receipt of Quotation from Contracts, Proforma Invoices will be issued on need basis ( GSTN and Billing address with Pin code also to be received from client )
 | Mandatory |  |
| 1. On receipt of payment details and RA forms- Tax Invoice will be raised and accounting entries will be posted in SAP
 | Mandatory |  |
| 1. Invoice particulars will be fed in the E-Invoicing XL sheet format and then validated After creation of Jason file the same will be uploaded in e-Invoicing portal to generate E-Invoice
 | Mandatory |  |
| 1. Tax invoice will be forwarded to the client by email or post.
 | Mandatory |  |
| 1. Receipts for each settlement will be posted in SAP
 | Mandatory |  |
|   |  |  |
| **IAF & GOVT Parties Billing** |  |  |
| 1. Tax Invoice will be raised on receipt of properly filled RA forms in all respects from station
 | Mandatory |  |
| 1. Tax Invoice will be stamped and kept for GSTR 3B availability in GST website
 | Mandatory |  |
| 1. Once GSTR 3B is filed from HO, Tax Invoice along with RA form, GSTR1, GSTR3B,GSTR1 Summary sheet will be forwarded to IAF Head Office along with Covering letter
 | Mandatory |  |
| 1. Receipt will be posted in SAP once Invoice settlement details are received at our end
 | Mandatory |  |

## ANNEXURE IV – B : ASSETS MANAGEMENT AND MAINTENANCE

|  |  |  |
| --- | --- | --- |
| **Assets Management** | **Evaluation****Criteria** | **Compliance****(Yes / No)** |
| 1. User definable groups for assets
 | Mandatory |   |
| 1. Item Level, Group Level and Sub-Group level depreciation can be defined
 | Mandatory |   |
| 1. User defined – Shift based depreciation rates
 | Mandatory |   |
| 1. Define different rules for Company Law and Income Tax
 | Mandatory |   |
| 1. Choose depreciation type – Straight Line or Written Down
 | Mandatory |   |
| 1. Capitalization of Assets
 | Mandatory |   |
| 1. Inter-location transfer of Assets
 | Mandatory |   |
| 1. Definition of asset type as per user requirements, i.e. plant, machinery, land, building etc.
 | Mandatory |   |
| 1. Tracking assets and determining the current value of assets
 | Mandatory |   |
| 1. Accumulated depreciation reflecting depreciation of an asset over a period of time
 | Mandatory |   |
| 1. Revaluation of an asset
 | Mandatory |   |
| 1. Selling and scrapping of assets
 | Mandatory |   |
| 1. Maintain Fixed assets register
 | Mandatory |   |
| 1. Integration with Procurement, Inventory and Finance
 | Mandatory |   |
|   |   |   |
| **Plant & Equipment Maintenance** |  |  |
| 1. Preventive maintenance and breakdown maintenance
 | Mandatory |   |
| 1. Define Maintenance Types, Task for maintenance work
 | Mandatory |   |
| 1. Create Maintenance Schedule for Preventive Maintenance as time or measurement based
 | Mandatory |   |
| 1. Generate Requisition and attach documents / tasks for a Maintenance
 | Mandatory |   |
| 1. Attach Manpower for a Maintenance Order, add Overheads, Cautions and Measurement Parameters
 | Mandatory |   |
| 1. Maintenance Job Card creation
 | Mandatory |   |
| 1. Invoice against Job Order or Maintenance contract
 | Mandatory |   |
| 1. Tightly integrated to Purchase, Inventory and Finance
 | Mandatory |   |
|   |   |   |
| **Purchase Module** |  |  |
| 1. Streamlines purchase and process cycles.
 | Mandatory |   |
| 1. Detailed Supplier/Subcontractor/Service Provider database.
 | Mandatory |   |
| 1. Capturing materials requirement.
 | Mandatory |   |
| 1. The automatic firing of purchase requisitions based on MRS.
 | Mandatory |   |
| 1. Quotations from various suppliers.
 | Mandatory |   |
| 1. Recording Payment terms and tender terms in PO.
 | Mandatory |   |
| 1. GST consideration in Purchase and Process Orders.
 | Mandatory |   |
| 1. PO authorization.
 | Mandatory |   |
| 1. PO amendments with complete amendment history.
 | Mandatory |   |
| 1. Order cancellation and order closing.
 | Mandatory |   |
| 1. Multiple delivery schedules.
 | Mandatory |   |
| 1. Quality inspection of goods.
 | Mandatory |   |
| 1. Quotation validity.
 | Mandatory |   |
| 1. MIS for vendor evaluation based on quality, price & delivery time.
 | Mandatory |   |
| 1. Subcontracting, generation of process orders.
 | Mandatory |   |
| 1. Multiple indents for multiple items in a single PO.
 | Mandatory |   |
| 1. Purchase order processing.
 | Mandatory |   |
| 1. Purchase order entry with item details and other details like taxes, discounts. Extra charges like freight, insurance, taxes etc.
 | Mandatory |   |
| 1. Flexibility to generate Purchase Order in domestic and foreign currency.
 | Mandatory |   |
| 1. Advance adjustments.
 | Mandatory |   |
| 1. Purchase bill with updating of GL and purchase book.
 | Mandatory |   |
| 1. Service contracts, Service Bills, Service indents and PO.
 | Mandatory |   |
| 1. Value-based approval of indents.
 | Mandatory |   |
| 1. Bill of entry.
 | Mandatory |   |
| 1. Complete import functionality with the handling of custom details. Purchase bill for import, excise consideration in imports.
 | Mandatory |   |
| 1. Reports for order tracking for complete control over the procurement cycle.
 | Mandatory |   |

##  ANNEXURE IV – C : FINANCE MODULE

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Revenue Accounting and Billing** | **Evaluation****Criteria** | **Compliance****(Yes / No)** |
| 1. To install the software at multiple stations wherein data pertaining to the quantum of services provided is entered on daily basis from a master list of ground handling and other services, as per RA Form, pre-fed into the software. Provision for user level authentication, so that user of one Station can view only his own data and not of any other Station.
 | Mandatory |   |
| 1. A master list of rates chargeable for various services should be maintained in the software, which should be accessible only to a select group in the contract cell, and not to the officials entering the service data at the various stations. The rates should be there in the background, and should get picked up at the time of bill generation, through a suitable coding system, which will automatically pick up the rates corresponding to the defined services, to arrive at the billing amount.
 | Mandatory |   |
| 1. Data relating to various parameters used for determining the quantum of services rendered should be entered in separate fields, by persons at the Stations, like number of hours for which an equipment is loaned out, type of aircraft in respect of which service is rendered, whether wide body or narrow body aircraft, station at which service is rendered, for which service rates are different, quantity of cargo handled, quantum of manpower services rendered which depend on category of manpower deployed, with rates based on salaries paid etc.
 | Mandatory |   |
| 1. Bill generation in desired format, should be automated based on service data and rates, and authorization to generate bills, should be given to the Finance team. Periodicity for bill generation should be defined e.g. against Air India group, monthly and state wise (to facilitate GST compliance), and against 3rd parties, customer airline wise, with desired periodicity.
 | Mandatory |   |
| 1. The invoice format for IATA (International Air Transport Association), billing should be SIS compliant. SIS refers to ‘Simplified Invoicing & Settlement’ system of IATA, which is an electronic invoicing pattern developed by IATA to remove all paper work from the invoicing and settlement of services. It enables exchange of electronic data among airlines and service providers. It allows suppliers to use one invoicing standard for all their airline customers. Software should be compatible with the SIS system of IATA and should be able to generate invoice in the format approved by IATA and should be able to upload it in IATA’s system.
 | Mandatory |   |
| 1. Based on daily sales, the software should be able to generate a Sales Register segregating the Sales Revenue and GST thereon to be recovered from the customer. There should be provision for generating Region wise, Station wise and State wise Sales Register. There should provision for maintaining a customer wise data base containing various details of customer including the GSTIN, TIN, e-mail id, address etc. from where requisite details may be picked up while generating the invoice.
 | Mandatory |   |
| 1. The system should be able to generate bill wise data, date wise, customer wise to facilitate inter-company reconciliation with Air India group and with 3rd party airline customers.
 | Mandatory |   |
| 1. Further, based on collection data uploaded into the system, it should be able to generate Debtor outstanding reports, giving for each customer, bill wise details of outstanding bills, Station where service was rendered, and an ageing schedule of debtors, based on which, monitoring of customer outstanding can be facilitated, and follow up can be made for liquidation of outstanding.
 | Mandatory |   |
| 1. E-invoicing facility should be available in the software, which should be integrated with the E-invoicing portal, so that invoice no. may be generated from the portal and digital signatures are also enabled.
 | Mandatory |   |
| 1. Software should also be amenable for integration with our software (developed by M/s Kale) for billing for Cargo Handling at Mumbai (invoices per month are in the range of 8,000.
 | Mandatory |   |
|   |   |   |
| **GST, TDS Compliance** |   |   |
| 1. The software system should be capable of filing various GST returns, particularly GSTR-1 & 3B (monthly) & 9 (annual) in the Govt portal. It should have the capability to integrate with the Govt. portal
 | Mandatory |   |
| 1. Software is compatible with other software and transfer of data from one system to another is possible. Our requirements from the system regarding GST compliances are as follows :
 | Mandatory |   |
| 1. Region wise Sales Register required from system on monthly basis, which is to be validated by filling up missing fields, rectifying incorrect GSTN codes and other errors, if any.
 | Mandatory |   |
| 1. The rectified Sales data is to be converted into a format which is compatible with the Government portal and uploaded into it. The Sales Register can alternatively be maintained in a format which is compatible with the Govt portal and can be directly uploaded into it, after rectifications.
 | Mandatory |   |
| 1. After upload, the Govt portal throws up errors which remain after the 1st upload, which have to be rectified. After rectification, the rectified sales file when uploaded in Govt portal, once accepted by Govt portal without errors, constitutes the GSTR-1, which is then submitted and filed.
 | Mandatory |   |
| 1. The software should also carry out a Reconciliation of Purchase Register with GSTR-2A which is available in the Govt portal, comprising of GST charged to us by our suppliers on our purchases, which are reported on the portal by suppliers as their sales.
 | Mandatory |   |
| 1. The software should be able to carry out a reconciliation of GSTR-1 with the Sales Register.
 | Mandatory |   |
| 1. Software should be capable of doing reconciliation between GSTR-1, 2A & 3B and throw up the GST payable net of Input Tax Credit (ITC) and after utilizing cash available in the portal, if any.
 | Mandatory |   |
| 1. Generation of GST payment challan and effecting State wise payment of GST through the system.
 | Mandatory |   |
| 1. Auto generation of E-Way bill
 | Mandatory |   |
| 1. TDS Returns filing, with integration of system to Income tax portal.
 | Mandatory |   |
|   |   |   |
| **Expenditure** |   |   |
| 1. The System should be able to process the accounting entry, each time a document is generated in the system e.g. sales entry should be auto generated at the time of generation of invoice, sales reversal entry should be generated at the time of generation of credit note.
 | Mandatory |   |
| 1. Processing of payments with tax compliances like deduction of TDS, availment of input tax credit (ITC) of GST etc. Accounting entry of booking expenditure / purchases, with credit to vendor should be automatically generated, and payment effected through RTGS/NEFT by direct credit to vendor’s account. There should also be provision for access to bank’s portal where vendor credits are displayed for effecting payments by direct credit to vendor’s account through bank portal.
 | Mandatory |   |
| 1. Generation of Purchase Register in desired format, containing details of GST charged to us by our vendors which is eligible for ITC, and which is amenable for reconciliation with GSTR 2A, under GST law.
 | Mandatory |   |
| 1. The system should permit passing of Journal entries, and be able to generate the Trial Balance at any point of time.
 | Mandatory |   |
| 1. Access to the bank account for getting the bank statement on daily basis for carrying out Bank Reconciliation through the system.
 | Mandatory |   |
|  |  |  |
|   |   |   |
| **Asset Capitalization** |   |   |
| 1.  Creation of Asset codes | Mandatory |   |
| 2.  Grouping of assets under requisite categories as envisaged in Companies Act. | Mandatory |   |
| 3.   Maintenance of Fixed Assets Register, giving details required under Companies Act. | Mandatory |   |
| 4.  Depreciation calculations asset wise, with appropriate groupings. | Mandatory |   |
| 5.  Accounting for additions to assets, sale, scrappage of assets, profit or loss on sale of assets. | Mandatory |   |
|   |   |   |
| **Closing of Accounts and MIS** |   |   |
| 1. The System should be able to generate the Balance Sheet, Profit & Loss Account, the Cash Flow and Schedules to the Accounts, as per the format prescribed in the Companies Act, 2013, through appropriate groupings in the Trial Balance.
 | Mandatory |   |
| 1. It should work through a system of financial coding of various Account Heads.
 | Mandatory |   |
| 1. It should be able to generate various Accounting Registers (e.g. Sales, Purchase, Fixed Assets, Expense Registers etc.) and Reports (e.g. Revenue MIS, Expenditure Statement, Accounts Payable, Accounts Receivable, Bill wise details of customer & vendor outstanding, ageing details of customers and vendors, liquidity statements, foreign exchange earnings statements for claiming export incentives under Foreign Trade Policy, Sales Analysis Reports, Ratio analysis reports, Station wise profitability reports etc). The system should be capable of generating Reports on All India basis, Region wise, Station wise. It should be possible to take out a profitability statement Region wise and Station wise.
 | Mandatory |   |
| 1. General Requirement: The system should be amenable to customization, and flexible enough to incorporate changes that may be required in future to improve the system and make it more responsive and vibrant. There should also be provision to add more modules to the system. ERP system should be amenable to customization and flexible to incorporate changes that may be required in future for better functioning of the system.
 | Mandatory |   |

## ANNEXURE IV – D : HR MODULE

|  |  |  |
| --- | --- | --- |
| **Employee Information Management** | **Evaluation****Criteria** | **Compliance****(Yes / No)** |
| 1. HRM system should include a complete directory of employee profiles that can include personal information, approval process in terms of contract renewal and probation and history of employee leave requests, disciplinary history, performance feedback or any other custom fields important for the Company.
 | Mandatory |  |
| 1. A system which keeps all of employees’ information linked to the main record, and back end history records for ease of tracking and reporting.
 | Mandatory |  |
| 1. HRIS systems can provide an employee self-service portal, letting them log in and view important information as well as a knowledge base of informative documents.
 | Mandatory |  |
| 1. The system should be able to manage the leave tracking of the employees along with absenteeism.
 | Mandatory |  |
| 1. The employees should be able to view announcements and policies. Salary, Experience and other Certificate requests can be generated with the approval process by the employees.
 | Mandatory |  |
|  |  |  |
| **Recruitment and Hiring** |  |  |
| 1. HRM software should assist with all human resource responsibilities throughout the employee lifecycle, beginning, of course, with recruitment and hiring. Human resource management software can completely streamline the hiring process for HR departments with automated HR system features. HR Business Partners can post a job opening to the Company website and various media channels with ease, and even use HRIS software to craft a job description. As the applications start pouring in, an applicant tracking system (ATS) can automatically accept (and reject) candidates based on predetermined criteria.
 | Mandatory |  |
| 1. The system should have the below features
 | Mandatory |  |
| 1. Job Requisitions
 | Mandatory |  |
| 1. Job Description
 | Mandatory |  |
| 1. Job Board Posting
 | Mandatory |  |
| 1. Applicant Evaluation
 | Mandatory |  |
| 1. Applicant Tracking System
 | Mandatory |  |
| 1. Candidate Pre-Screening
 | Mandatory |  |
| 1. Auto populate history of staff if he/she worked with AIASL
 | Mandatory |  |
| 1. Auto-Response through mail and message
 | Mandatory |  |
| 1. Job Offer Extension
 | Mandatory |  |
| 1. Background Check (optional)
 | Mandatory |  |
| 1. Maintain a pool of applicants
 | Mandatory |  |
| 1. Onboarding (if employee is an ex staff then existing record should allow to do rehiring from new DOJ with maintaining old history in system)
 | Mandatory |  |
| 1. Hiring data to sync with to the employee master
 | Mandatory |  |
| 1. If any data is pending then system should not allow hr to do final submit for staff no generation
 | Mandatory |  |
| 1. Staffs Personal document storage – staff no folder wise
 | Mandatory |  |
|  |  |  |
| **Performance Management** |  |  |
| 1. Human resource management software with robust performance management features which continues to evaluate employees well beyond the interview process.
 | Mandatory |  |
| 1. Once hired, performance assessments provide information on employee productivity and more.
 |  |  |
| 1. This system should offer automated feedback to HR departments can base their own reviews on the analysis provided by the managers.
 |  |  |
| 1. Depending on the system, employee performance feedback may be visible to the workforce for further processing in case of benefits.
 |  |  |
|  |  |  |
| **Compensation and Benefits Management** |  |  |
| 1. This is the most important accept of HRM system to manage the benefit plan with various pay category rules and defined salary structure. The system should facilitate the tax management along with reimbursements, bonus, arrears and other benefits. Additionally, it should provide;
 | Mandatory |  |
| 1. Statutory benefits like , PF, ESI,LWF,PT and returns and voluntary pf and if any other additional option to be available
 | Mandatory |  |
| 1. Gratuity and other Full & Final
 | Mandatory |  |
| 1. Leave Encashment Process
 | Mandatory |  |
|   |  |  |
| **Payroll Management** |  |  |
| 1. HRM solutions should be able to provide payroll management to simplify Company’s financial planning. The system should have a payroll verification process along with the maker-checker flow. The key features should be;
 | Mandatory |  |
| 1. Pay slip Automation with integration to leave and attendance details
 | Mandatory |  |
| 1. WPS and Bank Transfer Letter generation
 | Mandatory |  |
| 1. PF,ESI,LWF Electronic Reports as per respective portal
 | Mandatory |  |
| 1. Professional Tax and TDS Reports as per portal format
 | Mandatory |  |
| 1. All Statutory deduction Reports
 | Mandatory |  |
| 1. Accounts integration – 2 ways to synch , Direct and download as excel
 | Mandatory |  |
| 1. Wage Register and structure with change option
 | Mandatory |  |
| 1. Cost Centre wise Payroll report
 | Mandatory |  |
| 1. Reconciliation and attrition reports
 | Mandatory |  |
| 1. Custom Report Builder
 | Mandatory |  |
|   |  |  |
| **Attendance, Time and Leave Management**  |  |  |
| 1. A HRM system has to provide functionality for scheduling shifts and attendance to ensure compliance with staffing needs. It should be able to schedule rosters groups and rules pertaining to the Company policy across departments and locations.
 | Mandatory |  |
| 1. Furthermore, the software should alert employees and the managers when schedules change or staffing levels are inadequate.
 | Mandatory |  |
| 1. Electronic timesheet generation for smooth functioning of the payroll and time tracking.
 | Mandatory |  |
| 1. Time off management feature which handles leave accrual and use, medical/sick leave, maternity/paternity leave, and other absences.
 | Mandatory |  |
| 1. Cut-off date management (payroll and attendance and leave management)
 | Mandatory |  |
| 1. Clock In/Out (mobile, GEO fencing option)
 | Mandatory |  |
| 1. Time Reporting (late in and early out and vice versa)
 | Mandatory |  |
| 1. Time Tracking (in and out time on immediate basis with colour flag)
 | Mandatory |  |
| 1. Overtime Tracking and Calculations
 | Mandatory |  |
| 1. Automated roster management across locations and department
 | Mandatory |  |
| 1. Leave Request ,approve, cancel, alter and resumption process with user defined approval cycle
 | Mandatory |  |
| 1. Absence Management
 | Mandatory |  |
| 1. Attendance processing through Mobile app with Geo tracking with address against attendance marked
 | Mandatory |  |
| 1. Holidays Calendar
 | Mandatory |  |
| 1. Leave quota upload and tracking management
 | Mandatory |  |
| 1. Upload list of holiday including weekly off – statewise option to be provided
 | Mandatory |  |
| 1. Absconding and Termination process as per process criteria
 | Mandatory |  |
|   |  |  |
| **Additional Features** |  |  |
| In addition to functionality requirements, the HRM system should cater to the following: |  |  |
| 1. Mobile Applications – This feature should assist with the employees to access their profiles and also mark their attendance through the mobile app with geo tracking
 | Mandatory |  |
| 1. Reports and Organisation Structure Maintenance - the HRM system should allow in customising report generation at the department and Company level. Automatic Organisation Structure Maintenance as the employee moves up in the Company
 | Mandatory |  |
| 1. Cost Centre Allocation and cost wise maintenance
 | Mandatory |  |
| 1. User Support and Maintenance
 | Mandatory |  |
| 1. Compliance and Data Security
 | Mandatory |  |
| 1. Transfer action with maintenance of old record including deletion record with date and time and staff no
 | Mandatory |  |
| 1. Basis on location and salary structure, auto capture salary details
 | Mandatory |  |
| 1. Master access to stop or change the exiting record or any process
 | Mandatory |  |
| 1. If any rejection taken place by any stakeholder then remark updation with dropdown and manual typing
 | Mandatory |  |
| 1. Auto populate liner message in system
 | Mandatory |  |
| 1. Bulk letter generation and mail trigger to individual concern person with auto save of doc in respective staff folder
 | Mandatory |  |
| 1. Bonus auto calculation as per bonus action criteria
 | Mandatory |  |
| 1. If any changes in policies or act then support from vendor to company and vice versa as per change in requirement in any area
 | Mandatory |  |
| 1. If any staff reigned/removed from organisation due to any reason then corporate HR should be able to lock and unlock overall system access
 | Mandatory |  |
|  |  |  |
| **Exit Management** |  |  |
| 1. Resignation/termination/superannuation/VRS – updation as per approval criteria
 | Mandatory |  |
| 1. In active all system access
 | Mandatory |  |
| 1. Auto calculate F&F as per attendance and notice period adjustment
 | Mandatory |  |
| 1. Notice period criteria set access with remark and dropdown option
 | Mandatory |  |
| 1. Auto resignation and relieving letter generation and mail trigger option
 | Mandatory |  |
|  |  |  |
| **Training and Development**  |  |  |
| The key features in this module should include; |  |  |
| 1. Training management Process with approval cycle
 | Mandatory |  |
| 1. Training Schedule and Calendar
 | Mandatory |  |
| 1. Employee allocation to training
 | Mandatory |  |
| 1. Training Feedback to be captured
 | Mandatory |  |
| 1. Training Reports -Employees those who have attended / not attended, scheduled / not scheduled details are available in reporting section.
 | Mandatory |  |
| 1. Training Details to updated in employee profile
 | Mandatory |  |
| 1. Bulk edit and upload option
 | Mandatory |  |
| 1. Space availability in system to avoid slowness of system
 | Mandatory |  |
| 1. PAN no validation
 | Mandatory |  |
| 1. Aadhar number validation
 | Mandatory |  |
|   |  |  |
| **Asset Management** |  |  |
| The key features in this module should include; |  |  |
| 1. Tracking of the assets issued to the employee which makes it easier to recover from the employee during F&F process.
 | Mandatory |  |
|   |  |  |
| **Performance Evaluation** |  |  |
| It should include 360 degree Evaluation process |  |  |
| 1. Hierarchical and Parallel Evaluation.
 | Mandatory |  |
| 1. User defined PMS templates and Rating master
 | Mandatory |  |
| 1. Email Notification for completion of process
 | Mandatory |  |
| 1. Auto email alert for pending process
 | Mandatory |  |

## ANNEXURE IV – E : PROJECT IMPLEMENTATION REQUIREMENTS

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Requirements** | **Evaluation Criteria** | **Compliance (Yes / No)** |
| 1 | The bidder must implement the offered application software to meet AIASLrequirements as specified in the Annexure III-A, IV-A, IV-B, IV-C, IV-D, IV-E of this tender. | Mandatory |   |
| 2 | The bidder should commit to implement the complete solution within 6 months | Mandatory |   |
| 3 | The bidder must provide onsite support during the project Implementation period till the warranty period. | Mandatory |   |
| 4 | During the implementation period, the bidder must position his project team in the premises of AIASLat New Delhi. | Mandatory |   |
| 5 | The bidder must provide a single window interface with expertise in the area of application software package to interact with AIASL for trouble shooting and problem resolution from the date of completion of warranty till the period for which AIASL would contract for AMC | Mandatory |   |
| 6 | The bidder should impart training at Delhi and Mumbai. All costs to be incurred by the bidder for deputation of an instructor(s), training manuals, etc. for this purpose are to be included in the price bid. | Mandatory |   |
| 7 | The bidder must make a provision for imparting Free of Cost (FOC) of four (4) batches for each modules comprising of 10- 15 participants | Mandatory |   |
| 8 | The bidder must impart technical training on FOC basis in the area of system administration and database administration to a maximum of 10-15 designated technical personnel | Mandatory |   |
| 9 | The bidder must specify the Change Management (Request for Essential Change) procedure for modification in any existing functional process or any new functionality that may be required in future and requires customization of the application software. | Mandatory |   |
| 10 | The bidder should provide 24 x 7 support during the AMC period after the date of cutover. | Mandatory |   |
| 11 | The bidder should specify his policy with respect to offering technological upgrades, based on the latest industry standards related to the solution offered to AIASL. Implementation of the same would, however, be at the discretion of AIASL. | Mandatory |   |
| 12 | The bidder must commit to extend support to AIASL for a minimum period of ten years after the warranty period for the application software package as quoted along with its up-gradations / higher versions / new releases with mutually agreed exit / termination clauses  | Mandatory |   |
| 13 | The selected bidder will be required to enter into a detailed Service Level Agreement with AIASL based on the performance parameters of the offered application software to be finalized at the time of award of the contract. | Mandatory |   |
| 14 | The offered application software package should have the facility to monitor the performance parameters of the application. | Mandatory |   |

# ANNEXURE V : COMMERCIAL BID

**Commercial Bid**

To be printed on the Bidder's Company Letter Head

To,

**Ref. No: Date:**

Dear Sir,

**Sub: Commercial Bid as per your Tender Ref no AIASL/ERP/ENQ-01 dated XX Month 2021**

With reference to your Tender No. AIASL/ERP/ENQ-01 dated 02Mar2021 for ERP Software Package for Ground Handling Operations, we hereby submit our Commercial Bid as per the format as at Annexures V ‘A’ and V ‘B’.

We agree for the Evaluation Criteria of your tender as detailed in Annexures VI ‘A’, VI ‘B’ and VI ‘C’. Further, it is certified that there are no additional / hidden costs to AIASL other than specified in the Commercial bid formats - I & II at Annexure V ’A’.

Thanking you,

Encl:

**Signature of the Bidder:**

**Name of the Bidder:**

**Company Name & Seal:**

**Business Address:**

## ANNEXURE V – A : COMMERCIAL BID FORMAT I

**Commercial Bid (Format - I)**

To be taken into account for selection of the bidder

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Details** | **Price in INR** |
| A. | Basic Cost for one year of the offered Application Software Package for 1000 Named User licenses. |   |
| B. | Cost for additional named user licenses per year over a period of five years. (Year One would start after one year of the cutover date). (Refer Para 13 of Annexure –VI C) | Year 1: Year 2: Year 3: Year 4: Year 5:  |
| C. | Any other one-time or recurring costs to be borne by AIASL, if not included in the price at A or B above. Please give full details including year of occurrence |   |
| D. | Detailed Item-wise one-time cost of the following to implement the offered application software package (to be quoted as bundled cost for each item)1. Implementation
2. Business scoping & re-engineering
3. Customization
4. Data Migration
5. Training
6. Third party software products
7. Any other cost (Please give full details)
 |   |
| E. | Cost of **200 man-days** for customization if required over and above the tendered Work Scope, during project implementation period. |   |
| F. | Cost of customization for developing **250 reports** |   |
| G. | Cost of travel, conveyance, lodging, per diem expenses, etc. during project implementation and warranty period  |   |
| H. | Cost for Annual Maintenance Contract (AMC) of the application software package per year, for a five-year period from the date of Completion of warranty period. (Refer Para 11 of Annexure –VI ‘C’) | Year 1: Year 2: Year 3: Year 4: Year 5:  |
| I. | Recurring costs other than AMC, if any. (Please give full details year-wise). Year One starts from the end of Warranty period. | Year 1: Year 2: Year 3: Year 4: Year 5:  |
| J. | Unconditional Discounts, if any |   |
| K. | Details of rate and total amount of taxes/ levies/ duties applicable on above items in the country of origin. (Provide full details item wise)i)ii)iii) |   |
| L. | Details of rate and total amount of taxes/ levies/ duties applicable on above items in India. (Provide full details item wise)i)ii)iii) |   |
|   | **Total bid Price = (A + B + C + D + E + F + G + H + I - J + K + L)** |  |

**Note:**

1. The NPV would be worked out for the year-wise costs (fixed and recurring) as quoted by the bidder, based on a discounting rate of 10% per annum, and the same would be considered for computing the total bid price of the tender.
2. One man-day will be equivalent to **8 working hours per day**.
3. The current Purchase Order (Contract Value) will include all the costs applicable upto the **Implementation of Project (6 months) plus Warranty Period (12 months)**.
4. A separate Purchase Order will be placed for AMC after completion of Warranty Period for which Security Deposit will be applicable as per terms of the Tender.

**Signature of the Bidder:**

**Name of the Bidder:**

**Company Name & Seal:**

**Business Address:**

## ANNEXURE V – B : COMMERCIAL BID FORMAT II

**Commercial Bid (Format - II)**

For information purposes and not to be taken into account for selection of the bidder

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Details** | **Price in INR** |
| A | Cost of additional customization over and above the cost as given in para ‘D’ of Commercial Bid-I and para 11 of Annexure IV ‘E’. | Cost per man-day |
| B | Cost of additional comprehensive training to AIASL personnel as given in para ‘D’ of Commercial Bid-I and para 18 of Annexure IV ‘E’. (For a batch of 25 personnel for user training) | Cost per batch |
| C | Cost for Annual Maintenance Contract (AMC) of the application software per year, from Year 6 to Year 10 (i.e. five years after the completion of the initial 5 years AMC period). | Year 6: Year 7: Year 8: Year 9: Year 10:  |

**Signature of the Bidder:**

**Name of the Bidder:**

**Company Name & Seal:**

**Business Address:**

# ANNEXURE VI – A : EVALUATION CRITERIA - PRE-QUALIFICATION BID

**Evaluation Criteria: Pre-qualification Bid**

1. The Bidders must meet all the mandatory pre-qualification criteria as listed in Annexure III ’A’ of this tender. Should a bidder fail to comply with one or more of the mandatory criteria, his bid will be rejected.
2. The Bidders are required to write “YES / NO” in the ‘Compliance’ column according to the status of the Pre-qualification clause of Annexure III ‘A’ being met. If the response to all the clauses of Annexure III ‘A’ is ‘YES’ and if any of the functionalities is not found in the Technical Bid, the bid is liable to be rejected.
3. In addition, certificates/ undertakings as per prescribed format provided in Annexure ‘VIII’ are to be attached with the Pre-qualification Bid, wherever mentioned against each clause. Pre-qualification bids not accompanied with the required certificates/ undertakings in the prescribed format, are liable to be rejected.
4. For other clauses of Pre-qualification Criteria of Annexure III ‘A’, the bidder may preferably, attach a separate short write-up describing their capability, specific applicable features of their software product, previous similar experience etc.; so as to support their claims made to applicable pre-qualification clause.
5. The Bidders must provide all the necessary and sufficient information as applicable in respect of Annexure III ‘B’ (Bidder’s Company Information) and Annexure III ‘C’ (Bidder’s Product Information), so as to support their claims made to the mandatory requirements of Pre-Qualification Criteria (Annexure III ‘A’).
6. AIASL reserves the right to independently verify the veracity of certificates/ undertakings submitted or client details/references provided, during Pre-qualification bid evaluation and Technical bid evaluation process. If the information provided in the Pre-qualification bid is found incorrect at a later date, the bid is liable to be rejected.
7. No variance to the mandatory Pre-qualification criterion will be accepted.

# ANNEXURE VI – B : EVALUATION CRITERIA - TECHNICAL BID

**Evaluation Criteria: Technical Bid**

1. The Bidders must meet all the mandatory pre-qualification criteria as listed in Annexure III ’A’ of this tender. Should a bidder fail to comply with one or more of the mandatory criteria, his bid will not be evaluated any further.
2. The Technical Evaluation Criteria stipulated against each requirement of Annexure IV’A’, IVB’, IV‘C’, IV’D’, IV’E’ fall under one of the following two categories: -
3. Essential
4. Desirable

Bidders are required to write “YES / NO” in the ‘Compliance’ column according to the status of the functionality being met by their application software. The Bidders are to provide the **detailed write-up** under each item of their offered product listing the main / special features of each process / function including references / diagrams / proofs / literature / technical brochures, whichever and wherever applicable, along with process flow charts and screen shots, to support their compliance claims made in response to the tender requirements / specifications. **Attach separate sheets, as necessary**.

1. **AIASL** would evaluate the responses to the Essential and Desirable requirements on the basis of the detailed information as provided, and the bidder’s responses shall be assessed accordingly. The decision of **AIASL** in this regard shall be final.
2. Product presentations / demonstrations shall also form a part of the technical evaluation process, **AIASL** further reserves the right to visit the sites of clients for observation of performance of the software in a live environment, as well as to make an assessment of other salient aspects of the product.

# ANNEXURE VI – C : EVALUATION CRITERIA - COMMERCIAL BID

**Evaluation Criteria: Commercial Bid**

1. The commercial bids of Bidders, qualifying in the technical evaluation, will only be opened and evaluated. The evaluation of commercial bids will be on the basis of price and other terms offered in the Commercial bid as at Annexure V-A.
2. The basic cost of the offered application software package must be inclusive of the Mandatory, Essential and Desirable requirements as quoted in response to the tender Annexures III-A, IV-A, IV-B, IV-C, IV-D and IV-E.
3. The costs quoted should be individually classified under “Recurring” and “Non Recurring”. All such costs would be taken into account for evaluation of the price bids.
4. All other costs, as quoted separately by the bidders for providing support for installation, integration, implementation, migration, testing, user manuals, field service support, etc as per Commercial Bid format at Annexure V-A would be added to the total bid price for price evaluation.
5. It will be the responsibility of the bidder to comply and pay all taxes / levies / duties in the country of origin as well as in India, as applicable for the entire contract.
6. The prices quoted in the commercial bid must be exclusive of all applicable taxes, levies and duties till the delivery of the complete Software Package to AIASL**.** The taxes, levies and duties components applicable in the country of origin of the Bidder as well as that applicable in India for all the items of commercial bid format including implementation and AMC should be indicated clearly and separately in the Commercial Bid. In case, no taxes are applicable, it should be indicated as ‘NIL’ in the commercial bid format.
7. If the taxes, levies and duties are not mentioned separately, the bid would be deemed to be inclusive of such taxes, levies and duties applicable in India.
8. Withholding tax (applicable to foreign bidders) and TDS (applicable to Indian bidders) shall be deducted by AIASL on all payments, as per applicable Government of India rules & regulations.
9. Any increase in taxes / levies / duties in subsequent years will be reimbursed by AIASL on submission of proof of payment by the bidder. Similarly, in case of any reduction in the taxes / levies / duties from the present level, the benefit will be passed on to AIASL.
10. In case, any new taxes/ levies/ duties are introduced in future by the Government in the country of origin or in India during the period of the contract, the same shall be reimbursed to the bidder by AIASL on submission of proof of such payments.
11. The AMC cost for application software per year will be loaded in the bid price using Net Present Value (NPV) method over the next five years from the warranty completion date. The AMC cost quoted should remain firm / fixed for five years from the warranty completion date. However, the escalation of AMC cost, if any, beyond the warranty completion date along with its formula should be clearly indicated in the commercial bid. In case the escalation cannot be computed by applying the escalation formula as quoted because of non-availability of the relevant data at the time of evaluation of the commercial bids, AIASLwould apply an escalation @ 3% per annum for the purpose of evaluation. For bidders offering a warranty higher or lower than one year, the loading of the price bid for the cost of AMC would be proportionately reduced or increased for the purposes of evaluation keeping in view a total of six years of product support (warranty plus post warranty). Continuation of the AMC beyond six years of product support would however be at the option of AIASL, and the costs for the same would not be factored in for evaluation of the commercial bids for the purpose of vendor selection.
12. Any other costs not quoted in the commercial bid but which has to be borne by AIASL for implementation of the bidder’s solution, would be added to the total bid price for price comparison. The costs for this purpose will be taken from the prevailing market rate. The decision of AIASL in this respect would be final.
13. The Net Present Value (NPV) of all costs would be taken into account for the evaluation. A discount value of 10 % on annual basis would be considered for this purpose.
14. For NPV calculations the base year would be taken as 2021.
15. Unconditional discounts and credits, if any, would be adjusted in the total bid price for price comparison.
16. Conditional discounts and credits, if any offered in the commercial bid, will not be considered for price comparison.
17. Representations, if any, for modifications to the price quoted in the commercial bids will not be entertained after opening of the Tender.
18. Comparative evaluation of the price bids would be on the basis of the costs computed in INR. The prices in commercial bid should be in INR only.
19. The standard payment terms of AIASL would be “60 days from the date of invoice subject to successful completion of each milestone”. In case a bidder does not accept this term, the commercial bid would be loaded by financing cost @ 15 % per annum for the difference between 60 days and the actual credit period offered by the vendor.
20. In case a Standby Letter of Credit is required, a loading of 0.5% per quarter would be applied for the period for which the Letter of Credit is required.

# ANNEXURE VII - FORMATS FOR CERTIFICATES AND UNDERTAKINGS

**Format for Certificate C-1**

**From Owner of the ERP Software Package where the bid is submitted by owner in respect of clause no. 1 (A) of Pre-qualification Criteria**

To be printed on the Bidder's Company Letter Head

**Ref. No: Date:**

**To whomsoever it may concern**

With respect to Tender no. dated issued by AIASL, this is to certify that M/s (Name & address of the Bidder’s company)

Is the owner of the ERP Software Package Product (Name of the product offered in response to the tender)

The algorithm and software code of this product has been developed by M/s (Name and address of the Bidder’s product developer)

The Bidder owns the Copyrights / Intellectual Property Rights of the above software product.

Undersigned is authorized to issue the above certificate.

**Authorized signatory of the bidder:**

**Name:**

**Designation:**

**Bidder’s Company Name & Seal:**

**Business Address:**

**Format for Certificate C-2**

**Undertaking from Reseller of the ERP Software Package in respect of clause no. 1(B) of**

 **Pre-qualification Criteria**

To be printed on the Bidder's Company Letter Head

**Ref. No: Date:**

**To whomsoever it may concern**

With respect to Tender no. dated issued by AIASL, this is to certify that M/s (Name & address of the Bidder’s company)

is the authorized Reseller of the ERP Software Package (Name of the product offered in response to the tender)

which is owned and developed by M/s (Name & address of the owner of the software product)

We undertake to AIASL that we shall remain responsible during the concurrence / term of the contract for the execution of the project in its entirety including providing support towards project implementation, customization, AMC, integration of 3rd party products (if applicable), etc.

**Authorized signatory of the bidder:**

**Name:**

**Designation:**

**Bidder’s Company Name & Seal:**

**Business Address:**

**Format for Certificate C-3**

**Undertakings from Owner of the ERP Software Package where the bid is submitted by it’s Authorized Reseller in respect of clause no. 1(B) of Pre-qualification Criteria**

To be printed on the Software Package Owner's Company Letter Head

**Ref. No: Date:**

**To whomsoever it may concern**

1. We, M/s (Name & address of the owner of the software product)

are the owner of the ERP Software Package (Name of the product offered in response to the tender)

1. The algorithm and software code of this product has been developed by M/s (Name and address of the Owner’s product developer)
2. We own the Copyrights / Intellectual Property Rights of the above software.
3. M/s (Company name and address of the authorized Reseller) is our authorized reseller for the above software product and is exclusively authorized to quote on our behalf in response to AIASL Tender no. dated
4. We hereby confirm that our exclusive reseller M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ submitting the bid would comply with all the terms and conditions of the subject tender and is authorized to use the copyrights / intellectual property rights involved with the software product.
5. We, the owner of the above stated software product, also undertake:
6. That we shall remain absolutely liable towards complying with the actions and obligations of our authorized reseller towards all the terms and conditions of the contract to be entered into with AI AIRPORT SERVICE LIMITED (AIASL).
7. To honour all the warranties and guarantees of the software that is being quoted by our authorized reseller.
8. That we shall not terminate the contractual relationship with the above authorized reseller submitting the bid during the entire term of the contract with AI AIRPORT SERVICE LIMITED (AIASL). Should, however, such contractual relationship be terminated prior to the end of the term of the contract including the period of post warranty AMC support, we shall thereafter undertake the full responsibility for honouring all contractual obligations of our authorized Reseller with respect to the contract with AIASL for the remaining term of the contract with no change in terms and conditions thereof.
9. We, the owner of the above stated software product, are not submitting the bid in response to AIASL Tender no. dated .

Undersigned is authorized to issue the above certificate and undertakings.

**Authorized signatory of the**

**Owner of Software product:**

**Name:**

**Designation:**

**Owner’s Company Name & Seal:**

**Business Address:**

**Format for Certificate C-4**

**From Bidder’s any Client / Customer**

To be printed on the Client / Customer's Company Letter Head

**Ref. No: Date:**

**To whomsoever it may concern**

This is to certify that the ERP Software Package (Name of the product offered in response to the tender)

provided by M/s (Company name and address of ERP Software Package provider)

has been Implemented at (Company name and address of client / customer)

and has been in operation since

(mention the month and year the product went live). The product is currently operational.

**Authorized signatory of**

**the Client / Customer:**

**Name:**

**Designation:**

**Client / Customer’s**

**Company Name & Seal:**

**Business Address:**

**Format for Certificate C-5**

**From Bidder’s Airline Client / Customer**

To be printed on the Client / Customer's Company Letter Head

**Ref. No: Date:**

**To whomsoever it may concern**

This is to certify that the ERP Software Package (Name of the product offered in response to the tender)

provided by M/s (Company name and address of ERP Software Package provider)

has been Implemented at (Company name and address of scheduled commercial airline client / customer)

and has been in operation since

(mention the month and year the product went live). The product is currently operational.

We are a commercial airline having the following fleet

1.

2.

3.

**Authorized signatory of**

**the Client / Customer:**

**Name:**

**Designation:**

**Client / Customer’s**

**Company Name & Seal:**

**Business Address:**

**Format for Certificate C-6**

**From Bidder’s Service Provider Client / Customer**

To be printed on the Client / Customer's Company Letter Head

**Ref. No: Date:**

**To whomsoever it may concern**

This is to certify that the ERP Software Package (Name of the product offered in response to the tender)

provided by M/s (Company name and address of ERP Software Package provider)

has been Implemented at (Company name and address of Service Provider client / customer)

and has been in operation since

(mention the month and year the product went live). The product is currently operational.

**Authorized signatory of**

**the Client / Customer:**

**Name:**

**Designation:**

**Client / Customer’s**

**Company Name & Seal:**

**Business Address:**

**Format for Certificate C-7**

**Joint Undertaking from the Parent Company & Subsidiary (Bidding) Company for**

**meeting the clause no. 5 of Pre-qualification Criteria**

To be printed on the Parent Company Letter Head

**Ref. No: Date:**

**To whomsoever it may concern**

1. With respect to Tender no. dated issued by AIASL, this is to certify that M/s (Name & address of the subsidiary who is applicant to the tender)

is the subsidiary company of M/s (Name & address of parent company)

1. At present, our subsidiary company M/s does not have the required turnover of Rs. 36 Crores during the last financial year as stipulated in the AIASL tender no. dated for the reason stated below:
2.
3.
4. However, our subsidiary company M/s is interested to be an applicant to the above mentioned tender and therefore in order to fulfill the requirement of the tender clauses and any contract that may be entered with AIASL in respect of this tender, if successful in winning the bid, M/s (the parent company) hereby declares as under:
5. That, we shall act as a confirming party to the performance of our subsidiary company M/s

1. That, we shall stand as a guarantee towards performance of our subsidiary company in respect of contract with AIASL for the above mentioned tender and there shall be a joint and several responsibility of the parent company and the subsidiary company towards meeting the obligations and commitments of the Tender.

**Signature:**

**CEO of Parent Company**

**Name:**

**Name of the Company:**

**Seal / Stamp of the company:**

**Signature:**

**CEO of Subsidiary (Bidding) Company**

**Name:**

**Name of the Company:**

**Seal / Stamp of the company:**

**Format for Certificate C-8**

**Bank Guarantee Format for Security Deposit**

To,

WHEREAS (Name and address of Tenderer) (Hereinafter called “Tenderer”) has undertaken, in pursuance of Contract no. dated (Herein after called “Contract”) to deliver all the Services comprised in the Contract and agree to abide by the terms and conditions of the Contract.

AND WHEREAS it has been stipulated by you in the said Contract that the Tenderer shall furnish you with a bank guarantee by a Scheduled Commercial bank in India recognized by you for the sum specified therein as Security Deposit amounting to Rs. ( ) , for compliance with its obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Tenderer such a bank guarantee;

NOW THEREFORE, we Bank, a body corporate incorporated / constituted under (\*) Act, (\*) with its CIN (\*), and having its Registered/Head Office at (\*) and among others a branch at (\*), hereby affirm that we are guarantors and responsible to you, on behalf of the tenderer, up to a total of Rs. ( ), and we undertake to pay you, upon your first written demand declaring Tenderer to be in default under the Contract No. and without demur or protest, 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 of the sum specified therein.

We hereby waive the necessity of your demanding the said debt from Tenderer 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 Tenderer 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 Bank Guarantee shall be valid until the day of 20 .

**(Signature of the authorized officer of the Bank)**

**Name and designation of the officer**

**Date: ( ) Place: ( )**

# ANNEXURE VIII – A : PRE BID QUERY - TECHNICAL BID

**Pre Bid Query - Technical Bid**

To be printed on the Bidder's Company Letter Head

We hereby wish to seek the following clarification on the various clauses to the tender terms, conditions, functional requirements, and technical requirements as mentioned in the AIASL tender.

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Annexure No.** | **Clause No.** | **Query / Clarifications** |
| 1 |   |   |   |
| 2 |   |   |   |
| 3 |   |   |   |
| 4 |   |   |   |
| 5 |   |   |   |

We offer the below stated deviations to the terms and conditions as mentioned in the **Annexure IV-A, IV-B, IV-C, IV-D and IV-E**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Annexure No.** | **Clause No.** | **Deviations** |
| 1 |   |   |   |
| 2 |   |   |   |
| 3 |   |   |   |
| 4 |   |   |   |
| 5 |   |   |   |

**Signature of the Bidder:**

**Name of the Bidder:**

**Company Name & Seal:**

**Business Address:**

# ANNEXURE VIII – B : PRE BID QUERY - COMMERCIAL BID

**Pre Bid Query - Commercial Bid**

To be printed on the Bidder's Company Letter Head

We hereby wish to seek the following clarification on the various clauses to the tender terms, conditions as mentioned in the tender on commercial bid of the tender.

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Annexure No.** | **Clause No.** | **Query / Clarifications** |
| 1 |   |   |   |
| 2 |   |   |   |
| 3 |   |   |   |
| 4 |   |   |   |
| 5 |   |   |   |

**Signature of the Bidder:**

**Name of the Bidder:**

**Company Name & Seal:**

**Business Address:**

# ANNEXURE IX : INTEGRITY PACT

**INTEGRITY PACT**

To be formulated as required