Tender no.: MM/AVN/INS/2024-25/1 Open on : 08th February 2024 at 14.00 Hrs Close on : 29th February 2024 at 15.00 Hrs

Dear Sirs,

Sub: Renewal of Aviation Insurance Policies for 2024-25

Alliance Air Aviation Ltd's Aviation Insurance Policies are due for renewal effective 1st April 2024 for an Agreed Fleet value of around USD 354 Million (Three hundred fifty four Million). We invite Technical Bids and Financial Bid in a separate sealed envelope from Indian Insurance Companies duly registered with IRDA.

TECHNICAL REQUIREMENT

- 1. Companies are required to submit their bids individually on stand-alone basis or as a consortium (if submitted as a consortium, the consortium must be declared along with the technical bid with relevant documents duly signed). If bidding as a consortium, the bid shall be submitted by the leader of consortium, who must be clearly specified and if the bidders are bidding as consortium, the following requirement/s may be incorporated to be complied 'by the consortium: -
 - (a) A particular company/ entity can be a member of only one consortium.
 - (b) All the consortium members will be jointly and severally responsible and liable for claim settlements, refund due or any other obligation under the policy . A certificate signed by CMD/CEO/CFO of each consortium member company is required to be submitted.
- 2. Along with technical bids, the bidders are required to furnish a letter to Alliance Air Aviation Ltd given in draft format at **Annexure-B** assuring that **Mandatory confirmation/certificates/ documents** which are required for evaluation of Technical bids are submitted.
- 3. In addition to the above, bidding insurance company/consortia members are also requested to furnish additional information as under:-
 - (a) Additional services/resources if any it intends to deploy for the servicing of these policies.
 - (b) Confirm that claims review meeting, will be held once a month in the office of Alliance Air Aviation Ltd, Two officials of primary insurers will be nominated who will be responsible and knowledgeable about the claims and will attend and actively

participate in resolution of claims. The names and designations of officials nominated should be informed to Alliance Air Aviation Ltd.

4. The necessary Financial data and other for AAALs / information for assessment of strength against each Technical criteria / particulars are required to be filled in the attached format. (Annexure C – Page 1 & 2) – To be submitted with Technical Bid

INSTRUCTIONS FOR TENDERING

- 1. Before tendering, the Tenderers are requested to carefully examine the Tender Documents, Terms & Conditions of Assignment, Specifications and if there should be or appear to be any ambiguity therein they should immediately refer the matter to Alliance Air Aviation Ltd, for clarification.
- 2. (i) The Tenderer shall complete the annexed form of Tender and information called for therein and shall sign with date each of the documents. The Tenderer shall initial each page of the Tender Document.
 - (ii) The Tender shall contain a name with designation, an address, Tel. No. and Fax No. for sending notices required to be served to the Tenderer in connection with the Tender.
- (iii) Tenders should be submitted in a sealed envelope clearly indicating on top of the envelope
 "Tender no. MM/AVN/INS/2024-25/1 for Renewal of Aviation Insurance Policies for 2024-25
- 3. The Tender shall accompany the document proofs for qualifying requirements. Documents not required as part of the Tender should not be provided.
- 4. Alliance Air Aviation Ltd has the right to refuse any tender without assigning any reason or select any Bidder that is in the final evaluation list. Alliance Air Aviation Ltd also has right to re-issue the Tender without assigning any reason to the tenderers. Alliance Air Aviation Ltd also reserves the right to extend the validity period of the Tender.
- 5. Alliance Air Aviation Ltd reserves the right to cancel the tender after issuance of the same without assigning any reason thereof.
- 6. Tenders received by fax will not be considered.
- 7 For any clarifications on Work specifications, the tenderer may contact Mr. Nitish Bhardwaj - Sr. Manager (Finance) Tel no. 011-25672795 Email ID: nitish.bhardwaj@allianceair.in

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Sr.no.	Particulars	Annexure
1	Pre-qualification criteria	А
2	Format of response	В
3	Technical criteria	C (page 1 & 2)
4	Undertaking	D

5.	Authorization for Bid opening	Е
6.	Integrity Pact	F
7.	Authorization for Pre-bid meeting	G
8.	Financial Bid Format	Н

SUBMISSION OF THE BID: (under Two Bid System)

Properly sealed and separate envelope should contain 1) Technical (Annexure A to G) & 2) Financial Bid (Annexure H Only)

<u>1. Technical Bid as per Annexure A, B, C (page 1 &2) D, E, F, G (2.) Financial Bid – As per Annexure H</u>

Sealed/closed Technical Bid & Commercial Bid separately is to be submitted in a sealed/ closed Envelope. Both the Envelopes to be superscribed with 'Technical Bid/Financial Bid for Renewal of Aviation Insurance Policies for 2024-25 for Tender No. MM//AVN/INS/2024-25/1 due on 29th February 2024 up to 1500 hrs. IST. Tender details such as Party's name, address and Tel. no. should be mentioned on the envelope and must contain response to all the Technical Bid requirements.

The conditions are specified in **Annexures B** & **C.** Compliance to these conditions is required. The bid shall be duly signed and stamped by an authorized signatory of your Company.

The sealed bid should be submitted / received by AAAL (In case the bid was sent through post) on or before 29^{th} February 2024 up to 1500 hrs. IST to the following address.

Material Management Department, Alliance Air. Alliance Bhawan, Terminal 1, IGI Airport, New Delhi - 110037

OPENING OF BID

- 1. The Technical bid will be opened on 29th February 2024 up to 1630 hrs. (IST) in MMD Deptt, Alliance Air Aviation Ltd, Alliance Bhawan, Terminal 1, IGI Airport, New Delhi 110037 and the same would be taken up for technical evaluation of the responses received by Alliance Air Aviation Ltd.
- 2. The Bidding insurance companies, authorized officials as representatives, would be permitted to attend the opening of the tenders. Only two representatives from each bidding company will be permitted to attend. The representatives must carry a letter of authority from the authorized signatory of the bidder (Annexure E), or any other valid document, authorizing them to attend the tender opening, failing which they will not be permitted to participate in this process. The name(s) of the representative(s) may also preferably be directly sent to Alliance Air Aviation Ltd in advance of the date of opening of the tenders. Amendments, corrigendum, clarifications if any, and any extensions of the due date of opening of this tender will be intimated and hosted only on the web site of Alliance Air Aviation Ltd (www.allianceair.in).

EVALUATION CRITERIA

i) Part A

The Technical Bids would be evaluated for their 'Compliance to the Technical Requirement' of the Tender as indicated at Annexure B & C. Alliance Air Aviation Ltd reserves the right at its sole discretion to seek whatever information, documents etc. from the tenderer, as it may consider necessary for the purpose of evaluation of the bid.

ii) <u>Part B</u>

During the pre-bid meeting, on 13th February 2024 at 1500 Hrs. before technical evaluation, the parties will be expected / required to give a presentation to the Alliance Air Aviation Ltd officials. The Presentation should include introduction of the Company, information on their current clientele, their Business plan for Alliance Air Aviation Ltd during the contract period in accordance to Alliance Air Aviation Ltd·Work Specifications.

TERMS & CONDITIONS

1. General terms

- 1.1 Tenders received after the closing date & time will not be considered.
- 1.2 The Bid should be neatly presented. Corrections, if any, should be duly authenticated with full signature of the person who has signed the Bid, failing which such Bid is liable to be rejected.
- 1.3 Amendments and clarifications, if any, to this tender, will be hosted on the website of Alliance Air Aviation Ltd, <u>www.allianceair.in</u>. The tenderers are, therefore, advised to visit the websites regularly till the date of closing of the tender. The last amendment, if any, will be hosted a minimum of seven days before the closing date of the tender.

2. Evaluation of Technical Bid

- 2.1 Technical bid would be evaluated based on the response to our pre-decided minimum qualification criteria **Annexure C**.(Page 1 & 2)
- 2.1.1 Vendors meeting Alliance Air Aviation Ltd's Technical evaluation criteria would be shortlisted and the Financial Bid of the technically qualified bidders only will be opened. The interested bidders are requested to send their willingness for participation in the tender with in 13th February 2024 and a Power point Presentation about the history of AAAL (Last 03 years) will be shared with them for further presentation to the international reinsurer at London Market.

3. Price negotiation

As it is not the general norm for Alliance Air Aviation Ltd to carry out price negotiations following evaluation of the Commercial Bids, the tenderers are advised to submit their best quotes in response to tender. Alliance Air Aviation Ltd however, reserves the right to carry out negotiations in exceptional cases with the tenderer.

4. Validity of Prices

- 4.1 Quotations should be valid from the submission of price bid till the validity/ expiry of the policies..
- 4.2 The price offered should remain firm till completion of the contract. No request for increase in price for the services shall be entertained during this period.

5. Documentation

All relevant documents required are to be submitted by the successful tenderer at their own cost.

6. Validity of the contract

Selected party at discretion of Alliance Air Aviation Ltd will enter into a contract for one year, with an option to renew the policy for a further period of one year by mutually agreed terms and conditions.

7. Rejection of Bid

Notwithstanding anything mentioned to the contrary, the Bid is liable to be rejected forthwith, \cdot i.e., without being evaluated, on the _following grounds:

7.1 If the Tender/bids has not been signed by the authorized signatory of the applicant/bidder.

7.2 If the Tender/bids has not been received in SEALED / CLOSED condition, duly deposited in the tender box at the address location specified herein under,

7.3 If the Tender/bids has been received by AAAL after the closing date/ time of the Tender.

7.4 If the bidder has not responded in the affirmative for all the Technical requirements specified at Annexure-B.

7.5 If the Bid has been received without the signed Integrity Pact document.

7.6 If conditional Bid is received.

8. Agreement

8.1 The agreement shall be valid for a period of One year from the start date of policy coverage period extendable for a further period of One Year at the discretion of Alliance Air Aviation Ltd.

9, Integrity Pact

The applicants/bidders should execute an integrity pact with Alliance Air Aviation Ltd as given in• Annexure-F. The signed Integrity pact document must be submitted, with the offer, failing which the bids would be disqualified.

10. Indemnity

Applicant/Bidder shall hold harmless and indemnify Alliance Air Aviation Ltd from and against damages, losses, and expenses arising out of any claim for infringement of patents, copy right, design etc. for use or supply of products/services by them pursuant to execution of the

Agreement. Similarly, Applicant/Bidder shall at its own cost defend and indemnify Alliance Air Aviation Ltd against any third party claims, rights, including trade mark, trade secret, industrial disputes on designs etc. for the use of products by them in fulfillment of/ discharging the obligations under the Agreement.

11. Arbitration

Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document, or the validity or breach thereof, shall first be settled by mutual consultation. If the dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has started, the matter shall be referred for settlement to the 'Arbitration and Conciliation Act, 1996' and the award made in pursuance thereof shall be binding on the parties.

12. Governing laws and Jurisdiction

This document shall be governed by the laws of India and any dispute whatsoever, arising under or pursuant to or in connection with this Tender and/or bidding process, shall be subject to the jurisdiction of the courts of Delhi, India only.

13. Intention to quote

The tenderers are requested to confirm their intention to quote / regret by email to Mr. Nitish Bhardwaj – Sr. Manager (Finance) Tel no. 011-25672795 Email ID: nitish.bhardwaj@allianceair.in.

In case of quotations forwarded by courier, the related dispatch details may be intimated by email to Mr. Nitish Bhardwaj – Sr. Manager (Finance) Tel no. 011-25672795 Email ID: nitish.bhardwaj@allianceair.in But under any circumstances the bid received after the closing date and time as specified in the tender will be rejected.

Thanking you,

Yours faithfully, For Alliance Air Aviation Ltd

Encl: as above

PRE-QUALIFICATION CRITERIA

1. Bids of the tenderers who fulfill the following pre-qualification requirements and submit documentary proof thereof along with the technical bid, will only be eligible for evaluation of the technical bids.

Following the opening of the Technical Bid and before technical evaluation, the parties will be expected *I* required to give a presentation to the Alliance Air Aviation Ltd officials.

2. The Technical Bids of Insurance companies obtaining **minimum 70 marks** as per **Annexure** - **C** will qualify for evaluation of the Financial Bid separately submitted along with Technical Bid. The bidders are required to mention the **self-assessment marking** in the Technical bid (Annexure – C both page 1 & 2)and submit the same along with supporting papers and the same will be verified by Alliance Air. The basis of evaluation of 'Technical Criteria in Annexure-C is mentioned on Page No. 2 of the same Annexure.

3. While ranking companies in presentations, due weightage will be given to defined criteria/ parameters in Annexure-C based mainly on the following:

- (a) Company's experience as leader in aviation insurance in terms of number of years, aviation portfolio and the like and its experience in handling aviation and non-aviation losses.
- (b) Company's experience as leader in dealing with the international aviation Markets in terms of number of years.
- (c) Company's experience in dealing with international facultative reinsurance markets.
- (d) Company's clientele in aviation and other large non-aviation risks. Please provide details.
- (e) The expertise of current team in handling aviation insurance.
- (f) Company's understanding of the domestic and international aviation environment.
- (g) Alliance Air Aviation Ltd's experience with insurance company as regards to settlement of claims.

4. For the purpose of giving qualifying marks for Financial criteria will be based on Annual financial Returns for the year 2022-23 of participating insurance companies in Annexure- C the participating companies who are below the minimum level in the scale given for each of the parameters, will be allotted "zero" (0) marks for that particular financial strength criteria/ parameter of Technical evaluation.

5. Alliance Air Aviation Ltd reserves the right to place the insurance risks under the Aviation Insurance policies, VIZ.

- (a) Hull All Risk, Spares & Combined Single Liability Policy
- (b) Hull War Risk Policy
- (c) Policy of Standard Deductible (Amount to be specified) or Without Standard Deductible (Please Specify the same in the Financial Bid Annex H)

with one or more insurance companies. The lowest bidder (L1) will be determined based on the overall minimum guaranteed composite rates/ vertical rates premium of (a) (b) and (c) policies). Also, Alliance Air reserves the right to renew the policy for a further period of 01 year (ONE year) on mutually agreed terms and conditions.

In case of TIE in the Financial Quote among the bidders, Fresh Financial quote will be asked for from the concerned bidders.

- 6. In case of any misrepresentation of information, the Technical Bid of such bidder may be cancelled/ rejected.
- 7. Please note that non-compliance with any of the mandatory requirements mentioned in point no. 2 of the tender will disqualify the bidder.
- 8. The bidders will be allowed to inspect the policies for which prior notice is requested from the bidder.
- 9. Alliance Air Aviation Ltd reserves the right to place the insurance risk under the Aviation insurance Policies in part or in full with one or more Insurance Companies. Also, Alliance Air Aviation Ltd reserves the right to renew the policy for further period of ONE year on mutually agreed terms and conditions.
- 10. Bidding insurance company / consortia members are requested to note that the qualifying insurance companies after submission of their price bid will not be permitted to change the quoted price even if there is/are major events in the world.
- 11. Alliance Air Aviation Ltd reserves the right to accept or reject any bid without assigning any reason whatsoever.

FORMAT FOR RESPONSE ON RESPONDENTS LETTER HEAD

The stand-alone/ leader of consortium bidder have to give below Mandatory confirmation/ certificates/ documents which are required by Alliance Air Aviation Ltd for evaluation of Technical bids.

Prospective Applicants/Bidders are required to note that all the ALLIANCE AIR AVIATION LTD. specified conditions, under this Annexure are met with and responded with "Yes" only, in order to qualify for the Technical Evaluation. Only those bidders who qualify in the Technical evaluation, the Financial bid of the qualified technical bidders will be opened for determination of L1:

Sr. no.	Condition	Compliance Yes/ No
1	Latest copy of Return showing among other things Solvency Ratio, Operating performance, filed with IRDA for your company and all consortium partners (Copy attached)	Yes/No
2	Copies of printed Audited Annual Report for 2021-22 and 2022-23 of the stand-alone / consortium bidder (each of the member of the consortium).	Yes/No
3	We are attaching at Annexurean undertaking signed by CMD/CEO/CFO of the our company and all consortium partners (if any) that no material adverse impact has been suffered by the insurance company and consortium partners (if any) after the date of Audited Annual report submitted in (ii) above or else the AAALs of the material adverse impact is being provided at Annexure	Yes/No
4	Copy attached at Annexure certificate signed by CMD <i>I</i> CEO <i>I</i> CFO of our insurance company and all consortium partners (if any) stating that (a) the company has not violated any IRDA regulation and (b) business of the company has not been suspended during last 12 months.	Yes/No
5	Duly executed "Integrity Pact" (attached at Annexure -F of Technical RFP) by our company and all consortium partners (if any) with Alliance Air Aviation Ltd is attached	Yes/No
6	We Confirm that Alliance Air Aviation Ltd's risks will be reinsured with the Underwriters who enjoys a minimum of 'A-' rating by A M Best or Standard and Poors. A further confirmation that signed slips from lead reinsurers will be submitted along with financial bid clearly indicating terms and conditions.	Yes/No

7	We confirm that as a bidding insurance company and all consortium partners (if any) would appoint an IRDA certified insurance broker having valid license, to get the quotes in the International market;	Yes/No
8	We confirm that as a bidding insurance company and all consortium partners (if any) will be able to place 100% of the Insurance risk out of which at least 85% (including GIC's mandatory share as per IRDA order /notification), would be in the International market	Yes/No
9	We as stand-alone bidder and all consortium partners (if any) by way of Certified Board Resolution <i>l</i> Corporate Guarantee signed by CMD <i>l</i> CEO of bidding insurance company and all consortium partners (if any) on the company's letter head confirm that full claim settlement of Alliance Air Aviation Ltd (AAAL) will not be affected even if any Re- insurers of AAALs defaults to pay its share. Attached as Annexure	Yes/No
10	We as stand-alone bidder and all consortium partners (if any) confirm that in case of major loss, company and all consortium partners (if any) will pay an interim relief of USD 2.5 Million.	Yes/No
11	We as stand-alone bidder and all consortium partners (if any) ₁ confirm that all the undisputed claims and undisputed refunds due to Lay-up of aircraft, shortfall of passengers and departures, difference in Average Fleet value due additions/deletions of aircraft, difference Average Spares value under HSL, HWR, policies which have crystallized along with GST have been paid to Alliance Air Aviation Ltd within 60 days of expiry of supplying information regarding such refunds.	Yes/No
12 -	We as stand-alone bidder and all consortium partners (if any) confirm that all the terms and conditions and coverage of the 2024-25 insurance policies under various heads would be adhered to by us and all the perils would be covered as mentioned in the 2024-25 policies. Also, the policies will provide cover as per the latest compensation limits prescribed under Carriage by Air (Amendment) Bill 2008 and 2014, Montreal Convention, as well as all other regulations which are in place at the inception of the policies and all amendments from time to time, introduced in law, as applicable to the Aviation Industry.	Yes/No
13	We as stand-alone bidder and all consortium partners (if any) confirm that the price quoted by our company / consortium will be valid after the mandate is awarded and the risk is placed and till the validity/ expiry of the policies.	Yes/No

Note:. Providing any false/unsubstantiated information for any of the above paramete1·s would disqualify the tenderer from further consideration/evaluation of their Bid.

Signature:	
Name:	
Designation:	_
Company Name:	
Email Id:	
Tel No:	
Fax No:	

	AVIATION INSURANCE POLICIES RENEWAL 2024 - 2025									
	_									PAGE1
SI N	0	CRITERIA / PARTICULARS	UNIT		R	A N O	GΕ			Self Assessment Column To be filled up by Bidder with Figures/Percentage. (Supporting paper to be attached)
A.	ŀ	Financial Strength:			1		1			
1		(a) Net Worth	Rs. Cr.	<u>1001-2000</u> 6	<u>2001-3000</u> 7	<u>3001-4000</u> 8	<u>4001-5000</u> 9	5001 & abv 10	10	
	ļ	(b) Profit Before Tax as a % of Net Premium received		<u>0.01¾- 5%</u> 2	<u>5.1%-10%</u> 3	10.1%-15% 4	<u>15.1%-20%</u> 5	20.1% & abv 6	6	
		(C) Investments	Rs. Cr.	<u>5001-1000</u> 6	10001-15000 7	15001-20000 8	20001-25000 9	<u>25000 abv</u> 10	10	
		(d) Liquid Assets (Short Terms Investment, Short Term Loan, Cash& Bank balances)	Rs. Cr.	<u>1001-3000</u> 6	<u>3001-5000</u> 7	<u>5001-7000</u> 8	<u>7001-9000</u> 9	9001 &above 10	10	
		(e) Total Annual Gross Direct Premium	Rs. Cr.	<u>5001-7000</u> 2	<u>7001-9000</u> 3	9001-11000 4	11001-13000 5	13001 & abv 6	6	
		(f) Net Premium	Rs.Cr.	<u>2501-5000</u> 2	<u>5001-7500</u> 3	7501-10000 4	10001-12500 5	12501 & abv 6	6	
		(g) Market Share	%	0.01%• 2.5% 2	<u>2.51%-5%</u> 3	<u>5.1%-7.5%</u> 4	<u>7.51%-10%</u> 5	10.1%& abv 6	6	
		(h)Net Retention Capacity for Aviation / Airlines Business	%	1.0%• 2.00% 2	2.01% • 3.00% 3	3.01% • 4.00% 4	4.01% • 5.00% 5	5.01% & abv 6	6	
		(i) Gross Aviation Premium	Rs. Cr.	<u>50.1 • 200</u> 6	<u>200.1 • 300</u> 7	<u>300.1 -400</u> 8	<u>4001 - 500</u> 9	500.1 & abv 10	10	
2	2	(a) Solvency Ratio as per IRDAI	%	1.50% -2.00% 6	2.01% - 2.50%. 7	2.51%;-3.00% 8	3,0 <i>1%,</i> - 3.50% 9	3.51% & Abv 10	10	
		(b) Credit Rating International : AM Best/Standard and Poors Domestic: CRISIL/CARE/ICRA	Cos.	ANY <u>OTHER</u> 1	< A <u>Domestic</u> 2	< A International 3	> A <u>Domestic</u> 4	> A International 5	5	
B. 1		GENERAL Experience of Aviation Insurance of more than 3 years of Indian domiciled Airline/s (A detailed Report Duly signed along with the supporting papers)							5	
2	2	Power Point Presentation by Insurance companies							10	
H		Maximum Marks	1			1	1		100	Marks Obtained:-
H		GRAND TOTAL							100	% of Maximum Marks :-

		ANNEXURE-C			
		PAGE2			
	SR NO	CRITERIA / PARTICULARS	UNIT	BASIS OF EVALUATION	Self Assessment Column To be filled up by Bidder with Figures/Percentage. (Supporting papers to be attached)
A.		Financial Strength:			
		(a) Net Worth	Rs. Cr.	In case of consortium	
	1			Total of all consortium partners/No. of partners	
		(b)Profit Before Tax as a	Rs. Cr.	In case of consortium	
		% of Net Premium Received		Total of Profit before tax of all consortium partners / Total of Net Premium of all consortium partners	
		(c) Investments	Rs. Cr.	In case of consortium	
				Total of all consortium partners/No. of partners	
		(d) Quick Assets	Rs. Cr.	In case of consortium	-
		(Cash & Bank balances)		Total of all consortium partners/No. of partners	
		(e) Total Annual Gross Direct Premium	Rs. Cr.	In case of consortium	
				Total of all consortium partners/No. of partners	
		(f) Net Premium	Rs. Cr.	In case of consortium	
				Total of all consortium partners/No. of partners	
		(g)Market Share	%	In case of consortium	
				Total % of all consortium partners/No. of partners x100	
		(h)Net Retention Capacity	%	Total of all consortium partners	
		for Aviation / Airlines Business	70		-
		(i) Gross Aviation Premium	RS. Cr.	In case of.consortium Total of all consortium partners/No. of partners	
		(a) Calvaray Batic	0/	Looder of Concertium	
	2	(a) Solvency Ratio	%	Leader of Consortium	
		(b) Credit Rating	%	Leader of Consortium	

ANNEXURE-D

UNDERTAKING CERTIFICATE (ON COMPANY'S LETTER HEAD)

То

Deputy Manager MMD Alliance Bhawan, Terminal-1, IGI Airport, New Delhi-110037

Sir,

It is certified that we have studied and understood the terms and conditions of the tender under ref datedfor Renewal of Aviation Insurance Policies for 2024-25 of Alliance Air Aviation Ltd and agree to abide by the same unconditionally.

AUTHORISED SIGNATORY

AUTHORIZATION LETTER FOR ATTENDING BID OPENING

То

Deputy Manager MMD Alliance Bhawan, Terminal-1, IGI Airport, New Delhi-110037

Dear Sir,

Sub: Authorization for attending opening of TECHNICAL BID

On Tender Date:	Closing Date:
Opening Date:	Time:

The following person(s) is/are hereby authorized to attend Technical/ Commercial Bid opening of subject tender.

S.No.	Name	E-Mail	Contact No	Signature

Signature:

Authorized Signatory's Name:

Company Name:

NOTE:

- 1) Permission for entry to the Hall where bids are opened may be refused in case authorization as prescribed above is not received.
- 2) The authorized representatives, in their own, interest, must reach venue of bid opening well in time.
- 3) The authorized representatives must carry a valid photo identity.
- 4) Separate authorization letters would be required for Technical and Commercial Bid opening.

INTEGRITY PACT

Between

Alliance Air Aviation Ltd hereinafter referred to as "The Principal", and

......hereinafter referred to as "The Bidder"

<u>Preamble</u>

The Principal intends to award, under laid down organization procedures, contract/s to Renewal of Aviation Insurance Policies for 2020 -21. The Principal values full compliance, with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders/s.

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

Section 1- Commitments of the Principal

- (I) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c) The principal will exclude from the process all known prejudiced persons.
 - (2) If the Principal obtains information on the conduct of any of its employees or on the conduct of a Bidder, or of an employee or a representative or an associate of a Bidder which constitutes a criminal offence under the Indian Penal Code, 1860, the Prevention of Corruption Act, 1988 and/or other anti-corruption laws of India or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions as per its internal laid down policies and procedures.

Section 2- Commitments of the Bidder'

- (1) The Bidder commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal employees involved in the tender process or the execution of the contract or to any third person any material or material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to Over riding Commission (ORC), specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder will not commit any offense under the relevant Anticorruption Laws of India; further the Bidder Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - e) This integrity pact shall override the confidentiality clause if any in the offer submitted by the Contractor/Bidder and in the agreement entered into by the principal ·with the Contractor/Bidder.
 - f) The Bidder of foreign origin shall disclose the names and addresses of agents/representatives in India, if any
- (2) The Bidder will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

Section 3-Disgualification from Tender Process And Exclusion From Future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason or take action as per the procedure mentioned in the "Guidelines On Banning Of Business Dealings"

- (1) If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question the Principal is entitled also to exclude the Bidder from future contract award processes. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors · within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

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

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the bidder liquidated damages equivalent to Security Deposit/ Performance Bank Guarantee.
- (4) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder shall compensate the Principal only to the ex.1ent of the damage in the amount proved.
- (5) The contractor/Bidder shall not be entitled to claim from principal any amount either as damages or otherwise on account of termination.

Section 5 -: Previous Transgression

- (1). The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country confirming to the corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders

- (1) The Bidder undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/Contractors/Subcontractors_

If the Principal obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of a Bidder, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

<u>Section 8 - External Independent Monitor / Monitors (to be decided by the Chairperson of the Principal)</u>

- (1) The Principal appoints competent and credible External Independent Monitor for this Pact. The Principal has nominated Shri Pramod Shripad Phalnikar / Smt Dolly Chakraborty as External Independent Monitor(s) for the purpose of administration of this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
 - (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
 - (3) The Contractors accepts that the Monitor has the right to access, without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The Monitor

is under contractual obligation to treat the information and documents of the Bidder with confidentiality.

- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the bidder. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offense under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offense or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the selected bidder 3 years after the initial term of the contract i.e after the last payment under the respective contract, and for all other Bidders 12 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged *I* determined by Chairperson of the Principal.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in contract shall not be applicable for any issue/ dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- (3) If the bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement tum out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal Alliance Air Aviation Limited For the Bidder/Contractor Chairperson/CEO

Witness 1:

Place: New Delhi

Date

AUTHORIZATION LETTER FOR ATTENDING PRE-BID MEETING

То

Deputy Manager MMD Alliance Bhawan, Terminal-1, IGI Airport, New Delhi-110037

Dear Sir,

Sub: Authorization for attending Pre-bid meeting

Tender No.: MM/AVN/INS/2024-25/1 Due Date: 29th February 2024

Pre-bid meeting Date: 13th February 2024 Time: 3.00 p.m (1500 hrs.)

The following person(s) is/are hereby authorized to attend Pre-bid meeting of subject tender.

S.No.	Name	Email	Contact No	Signature

Signature:

Authorized Signatory's Name:.....

Company Name:

NOTE:

- 1. Permission for entry to the Hall where bids are opened may be refused m case authorization as prescribed above is not received.
- 2. The authorized representatives, in their own, interest, must reach venue of bid opening well in time.
- ³. The authorized representatives must carry a valid photo identity.

Annexure - H

Air Craft Insurence	e: ALLIANCE AI	R AVIATION	LIMITED (AAAL)	Annexure - n			
POLICY PERIOD :1ST APRIL 2024 TO 31ST MARCH 2025							
Promium Quatation 2024 25	Financial Bid	Format					
Premium Quotation 2024-25 Category	2024-25 Estimated Exposures	Rate	2024-25 Total Premium	2024-25 Deposit Premium (HSL) please quote %)			
Average Fleet Value/FAI (18 No ATR- 72 and 2 No ATR -42 aircraft)	\$35,33,70,780						
Spares	\$70,00,000						
Estimated no. of Passengers	19,00,000						
Estimated Departures	40,150						
Total Hull,Spares and Liability							
Hull War Risk**	\$35,33,70,780						
Total HSL and HWR							
Following parameters to be considered wh	nile quoting the rates	5.					
* Agreed Value (Hull Risk)				\$ 35,33,70,780.00			
** Hull war Risk : An annual aggregate sub-limit of USD 50, within the overall annual aggregate policy	\$ 12,00,00,000.00						
*** Spare Risk: The coverage in respect of spares is subjected using USD 50,000,000 any one occurrence / loc		00 any one ser	nding.	\$ 5,00,00,000.00			
*** Third Party Liability Combined Single Limit (bodily injury/prop				\$ 35,00,00,000.00			

A	AIRCRAFT WISE AGREED VALUE FOR AAAL FLEET 2024-25						
SI No	Reg No	ТҮРЕ	Agreed Value as on 31.03.2024				
1	VT-AII	ATR72-212A	1,40,20,348				
2	VT-AIT	ATR72-212A	1,40,20,348				
3	VT-AIX	ATR72-212A	1,72,42,354				
4	VT-AIY	ATR72-212A	1,72,42,354				
5	VT-AIZ	ATR72-212A	1,72,42,354				
6	VT-AIU	ATR72-212A	1,49,30,944				
7	VT-AIV	ATR72-212A	1,50,39,052				
8	VT-AIW	ATR72-212A	1,58,54,000				
9	VT-RKD	ATR72-212A	1,91,58,357				
10	VT-RKE	ATR72-212A	1,91,58,357				
11	VT-RKF	ATR72-212A	1,91,58,357				
12	VT-RKC	ATR72-212A	1,91,58,357				
13	VT-RKG	ATR72-212A	1,91,58,357				
14	VT-RKH	ATR72-212A	1,91,58,357				
15	VT-RKJ	ATR72-212A	1,97,50,883				
16	VT-RKK	ATR72-212A	1,97,50,883				
17	VT-RKL	ATR72-212A	1,97,50,883				
18	VT-RKM	ATR72-212A	1,97,50,883				
19	VT-UDA	ATR 42	1,69,12,678				
20	VT-UDB	ATR 42	1,69,12,678				
			\$ 35,33,70,780				