

ALLIANCE AIR AVIATION LIMITED

Registered Office:

Alliance Bhawan, Domestic Terminal 1,
Indira Gandhi International Airport,
New Delhi-110037

Tender for
Appointment of a Service Provider for providing Passenger services systems
(PSS)
Reservation, Inventory and Departure Control System (DCS) for Alliance Air
Aviation Limited (AAAL)

Tender Reference: (Tender/Alliance Air/PSS/2026)

DISCLAIMER

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

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

Each Bidder should, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this Tender and shall obtain independent advice from appropriate sources at its own cost.

The information provided in this Tender to the Applicants is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AAAL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

AAAL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant/Bidder upon the statements contained in this Tender.

AAAL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender, from time to time till the opening of the Bids.

The Tender does not imply that AAAL is bound to select a Bidder or to appoint the successful Bidder, as the case may be, and AAAL reserves the right to reject all or any of the Bids without assigning any reason at any time whatsoever.

The Bidders shall bear any, and all its costs associated with or relating to the preparation and submission of their Bids including, but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AAAL or any other costs incurred in connection with or relating to their Bid. All such costs and expenses shall remain with the Bidder and AAAL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the Bidders in preparation or submission of the Bid, regardless of the conduct or outcome of the Bid selection process as contained herein.

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NOTICE INVITING BIDS TO TENDER
Tender Ref No: (Tender/Alliance Air/PSS/2026)

From:

Alliance Air Aviation Limited,
Material Management Department,
Alliance Bhawan, Domestic Terminal-1,
Indira Gandhi International Airport,
New Delhi-110037

Subject: Tender for Appointment of a Service Provider for providing Passenger services systems (PSS) - Reservation, Inventory and Departure Control System (DCS) for Alliance Air Aviation Limited (AAAL)

To:

All Prospective Bidders:

1. Alliance Air Aviation Limited (“**AAAL**” or “**Alliance Air**”) invites responses (“**Proposals/Bids**”) to this Tender from eligible reputed, competent and professional organizations of the nature specified hereinbelow and those who meet the minimum eligibility criteria, as specified in this Tender for Appointment of a Service Provider for providing Passenger Services Systems (“**PSS**”) - Reservation, Inventory and DCS to AAAL, on the terms and conditions as contained herein.
2. The complete bidding document has been published on **www.allianceair.in** for the purpose of downloading.
3. A successful bidder will be selected based on the criteria described in this Tender.
4. Bidders are advised to study this Tender document carefully, before submitting their Bids, in response to the Tender Notice. Submission of a Bid in response to this Notice shall be deemed to have been done after careful study and examination of this Tender document with full understanding of its terms, conditions and implications.
5. To obtain first-hand information on the assignment, Bidders are encouraged to attend the pre-bid meeting on the date and venue mentioned in the Data Sheet (To be MMD). Attending the pre-bid meeting is at the discretion of the potential bidders.
6. The time, date and venue details related to the pre-bid meeting and Bid submission are mentioned in the Data Sheet. Bids must be received not later than time and date mentioned in the Data Sheet. Bids that are

received after the deadline will not be considered. Bidder will be selected as per lowest cost based selection criteria and procedures described in this Tender.

7. AAAL may, in its sole discretion, extend the due date and time for submission of Bids by issuing an addendum /corrigendum to that effect, in which case all rights and obligations of the Bidders previously subject to the original due date and time for submission of Bids will thereafter be subject to the due date and time as extended.
8. Amendments, corrigendum, clarifications if any, and any extensions of the due date and time of opening of the Bids, as per the discretion and requirements of AAAL, will be intimated and hosted only on the website **www.allianceair.in**. No separate NIT (Notice Inviting Tender) would be published in newspapers/print media which may **please** be noted. It is the Bidder's responsibility to visit the said website regularly for the aforesaid updates/extensions as necessary.
9. All rights to accept or reject any or all Bids are reserved with AAAL.

Thanks & Regards

Alliance Air Aviation Limited

SCHEDULE I – DATA SHEET (SUMMARY OF BIDDING INFORMATION)

Sr. No.	PARTICULARS	DETAILS
1.	Name of the Tender	Appointment of Service Provider for Passenger Service System (PSS) - Reservation, Inventory and DCS for Alliance Air
2.	Period of contract	3 years, extendable for 2 years on mutually agreed terms
3.	Pre-bid Conference	14th August 2026, 1100hrs
4.	Last date, time and place for submission of Bids	25th August 2026, 1500hrs
5.	Time and Date of opening of pre-qualification and technical Bids	25th August 2026, 1530hrs
6.	Time and Date of opening of the Financial Bid	Time and date will be notified to all the Bidders after PQ and Technical Bid successful qualification, through E-mail
7.	Venue of Tender Opening	Bids will be opened at Alliance Bhawan, Domestic Terminal 1, Indira Gandhi International Airport, New Delhi-110037
8.	Validity of the Bids	180 days from the last day of submission of Bids
9.	Bid System	Sealed Three Bid System. Envelope 1 – Pre-qualification Bid, Envelope 2 – Technical Bid and Envelope 3 – Financial Bid as explained in this document duly super scribed as Pre-Qualification Bid/Technical bid / Financial bid respectively. All the three envelopes should be submitted in a master envelope duly super scribed as “Passenger Service System (PSS) - Reservation, Inventory and DCS – Alliance Air. Tender no: Tender/Alliance Air/PSS/2026
10.	Earnest Money Deposit (EMD)	In lieu of the EMD, only Bid Security Declaration form as per Annexure-VII to be submitted by the Bidders
11.	Security Deposit	3% of the value of Contract
12.	Address of Communication	Alliance Air Aviation Limited, Alliance Bhawan, Domestic Terminal-1, Indira Gandhi International Airport, New Delhi-110037

Dear Sir / Madam,

SCHEDULE II - INTRODUCTION AND GENERAL DETAILS RELATING TO THE TENDER

1. Corporate Background

Alliance Air Aviation Limited (AAAL) is a 100% Wholly Owned Subsidiary of AI Assets Holding Limited (AIAHL), operating domestic and regional international flights under the brand "ALLIANCE AIR". AAAL operates a fleet of ATR 72-600, ATR 42-600, and Dornier DO-228 aircraft, primarily connecting Tier-2 and Tier-3 cities across India.

2. Operational Parameters & Forecasts

- Historic Passenger Carriage (FY 2024-25): Approx. 1.27 Million Passengers.
- Projected Passenger Carriage (FY 2026-27 Onwards): Approx. 1.50 Million Passengers Baseline for initial financial evaluation, with a projected annual organic growth of 10%.
- Billing Principle: Financial charges shall be paid STRICTLY ON ACTUAL UTILIZATION (per actual Flown Passenger / Flown Passenger Coupon). No fixed payment shall be made on estimated or assumed baseline figures. Baseline figures in evaluation are strictly for financial comparison purposes.

3. Purpose of Procurement

Appointment of a specialized **domestic** Service Provider for a hosted Application Service Provider (ASP) Passenger Services System (PSS), including Reservation, Inventory Control, Internet Booking Engine (IBE), Departure Control System (DCS), Schedule Management, Fares & Revenue Management integration, and ancillary service distribution.

SCHEDULE III – TERMS AND CONDITIONS OF THE TENDER

1. Definitions:

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

- .i. "AAAL", "Alliance Air Aviation Limited", "Alliance Air" or "the Airline", shall mean "Alliance Air Aviation Limited, a company incorporated under Companies Act 1956, having its registered office at Alliance Bhawan Domestic Terminal-1, IGI Airport New Delhi-110037".
- .ii. "**Applicable Law**" means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of the Contract, and applicable to the Tender.
- .iii. "**Bid**"/"**Proposals**" means the proposals submitted by the Bidder(s) in response to this Tender in accordance with the provisions hereof including, 'Pre-qualification Criteria' as described at Annexure I, 'Technical Bid' as described at Annexure II and 'Financial Bid' as described at Annexure IV along with all other documents forming part and in support thereof.
- .iv. "Bidder" or "Tenderer" shall mean an eligible entity who has submitted the sealed/closed Bid

for this Tender through its authorized signatory.

- .v. "Contract" or "Agreement" shall mean the agreement entered into between AAAL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- .vi. "Services" shall mean the services specified at Annexure-II.
- .vii. "Successful Bidder" shall mean the Bidder whose Technical Bid and Financial Bid has been accepted by AAAL and to whom a Letter of Intent (defined hereunder) is consequently issued by AAAL and the same has been accepted/ acknowledged by such Successful Bidder/Tenderer vide a letter to carry out the Services contemplated in this Tender.
- .viii. Any other term(s), not defined herein above but defined elsewhere in this Tender shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

2. INSTRUCTIONS / INFORMATION TO BIDDERS

2.1 General Instructions:

- (i) The Bids which shall be typed in English, and all correspondence and documents related to the Bid exchanged by the Bidder and AAAL shall be written in the English language. Before submitting the Bid, the /Bidder should carefully examine the Tender document, terms & conditions of assignment and specifications.
- (ii) Bids have to be sent only at the sole risk of the Bidder. Bids received late, delivered at different address other than as specified in the Tender/ or lost in transit will not be accepted irrespective of whether the delay has arisen on account of the delivery system i.e. Postal, courier or hand delivery. It is hereby clarified that Bids sent only by the mode mentioned above shall be accepted by Alliance Air. Bids sent by any other mode may be liable to be rejected.
- (iii) The Bidder should abide by the Tender conditions and submit their Bids in accordance with the requirements laid down in this Tender and information called for therein, and shall sign and date each page of the documents.
- (iv) The Tender shall contain the name with designation, address, Tel. No and email for communicating with the Bidder in connection with the Tender.
- (v) As specified in detail at Para 4 below (Bid Submission), Bidders are required to submit three separate sealed envelopes super scribed as Pre-qualification Bid, Technical Bid & Financial Bid respectively. These shall also be super scribed on each of the envelopes as **"Selection of Passenger Service System (PSS)–Reservation, Inventory and DCS-Alliance Air"**. The name of the authorized person with designation, address, contact numbers, and email address for official communications shall also be mentioned on each of the envelopes.
- (vi) Under the three bid system being adopted for this Tender, the process will be carried out in 3 stages. Both Pre-qualification and Technical Bids will be opened at the same time.
- (vii) No changes will be permitted to the Bid document except in the manner as provided in the

Clause 2.2. below.

- (viii) Bid security declaration form as provided at Annexure VII hereto in lieu of EMD is required under the pre-qualification requirement. Non submission of Bid security declaration will lead to disqualification of Bidder.
- (ix) If a Bidder submits more than one Bid, all the Bids submitted by the Bidder would be summarily rejected.
- (x) Bidders should read and confirm the terms and conditions outlined in this document and ensure that they are eligible in all respects in order for their applications to be processed at various levels. The columns that are left blank or incomplete shall be interpreted to the Bidder's disadvantage. The submission of a Bid implies that the Bidder has read the conditions of the Tender and is fully aware of the scope of work, specifications and project execution/solution implementation requirements.
- (xi) Alliance Air reserves the right to accept or reject any Bid without assigning any reason whatsoever and to annul the bidding process and reject any Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for Alliance Air's action. Alliance Air also reserves the right to extend the validity period of the Tender.
- (xii) All Bidders to note that, even though they may be qualified after evaluation of the Pre-qualification Bid and Technical Bid, in the event their Financial Bid is found incomplete or not submitted in a format as prescribed herein, their Bid submitted thereon to be rejected.
- (xiii) AAAL has the right to amend and/or re-issue the Tender document without the Bidder(s) having any right to object to such reissue.
- (xiv) Bidders shall be required to sign all pages of the Technical Bid and the Financial Bid and all pages should be signed, numbered serially electronically, along with an index of submissions. The individual signing the Tender or other documents in connection with the Tender must certify the capacity in and/or authority in which they are signing the Bid.
- (xv) All financial quotes must be in INR only. Further, the price quoted should remain valid for acceptance for a minimum period of **180 days** from the date of opening of the Pre-qualification and Technical Bids. However, the validity of the Bid must be extended as required, upon request from AAAL to enable completion of the evaluation of the Bids and finalization of the Successful Bidder.
- (xvi) AAAL reserves the right to award the Contract to Successful Bidder as it may deem fit as per its operational requirements.
- (xvii) A Bidder shall be liable for disqualification, if any legal, financial or technical adviser of AAAL in relation to the Tender is engaged by the Bidder, its member or any associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender during the Tender process or subsequent to the execution of the Contract. In the event any such adviser is engaged by the Successful Bidder, as the case may be, after issuance of the Agreement or execution of the Agreement for matters related or incidental to the Tender, then notwithstanding anything to the contrary contained herein or in Contract and without prejudice to any other rights or remedies of , including the forfeiture and appropriation of the Security Deposit, AAAL shall have the right to terminate the Contract, without being liable in any manner whatsoever to the Successful Bidder for the same.
- (xviii) At any time prior to the last date for submission of Bids, AAAL may, for any reason, whether

at its own initiative or in response to a clarification requested by a Bidder, modify this Tender document by an amendment. In order to afford reasonable time to Tenderers to take such amendments into account for preparation and submission of their Bids, AAAL may, at its discretion, extend the last date for the submission of Bids through an announcement of its website.

- (xix) Bids must be comprehensive in all respects and inclusive of all costs related to the work scope as detailed in the Tender. It is to be noted that an increase in the price, other than what has been quoted in the Financial Bid, would not be accepted by Alliance Air, after the closing date of the Tender for any reason whatsoever.
- (xx) The Bidder shall bear all costs associated with the preparation and submission of the Bids, including cost of presentations, demonstrations for the purposes of clarification/ evaluation of the bids and negotiations with the Successful Bidder, etc. Alliance Air will not be responsible or liable for any such costs, regardless of the conduct or outcome of the bidding process.

2.2 Modification/ Withdrawal of Bids:

- (i). Modification of Bids:

The Bidder(s) can modify their Bid(s) only prior to the bid opening date provided that written notice of the modification is received by AAAL. No Bids shall be allowed to be modified after the last date & time of Bid submission. Last modification by the Bidder shall be final.

In case of modified Bids, the covers/ envelops shall carry the superscription of Word "**Modified**" in addition to the superscription required by the Tender.

- (ii). Withdrawal of Bids:

The Bidder may withdraw their Bid only after a written notice is received by AAAL prior to the last date & time of Bid submission. No Bid shall be allowed to be withdrawn after the last date & time of Bid submission. Bids for which a notice of withdrawal has been provided shall not be opened by AAAL.

In case, any Bid is withdrawn after the expiry of the last date & time of Bid submission, such Bidder shall be barred from participating in any future tenders of AAAL for a period of one year.

2.3 Evaluation of Bids:

- i. This Tender is a three-bid process and accordingly the evaluation of the Bids shall be done in three stages.

Stage 1 – Evaluation of the Pre-qualification Bids

Stage 2 – Evaluation of the Technical Bids

Stage 3 – Evaluation of the Financial Bids

- ii. Bidders will have to qualify through each stage to progress to the next stage of evaluation.
- iii. The evaluation of the Pre-qualification Bids shall be performed as per methodology provided under the provisions relating to evaluation of the Pre-qualification Bids as specified at **Annexure-I**.
- iv. The Bids of only those Bidders whose Pre-Qualification Bids have been assessed by AAAL as

meeting the minimum requirements spelt out in Annexure-I –Parts shall be taken up for Technical Bid evaluation.

- v. Similarly, the bids of only those bidders whose Technical Bids are assessed by the Airline to be meeting the minimum requirements spelt out in Annexure-II – Parts A shall be taken up for the Financial Evaluation.
- vi. Bidders responding with 'YES' to any mandatory requirement without in fact meeting the requirement and/ or responses that are without the supporting documents where such documents are specifically mentioned as required to evaluate the Bid, run the risk of being disqualified and rejected.

3. Basis for Evaluation (This Clause shall be read together with Annexure-I, II & IV)

3.1 Pre-qualification Bid Annexure-I Parts A

Part A of Annexure-I

Part A of Annexure-I contains items that are mandatory conditions which need to be fulfilled by the Bidders. The response for each of the items in this Part shall only be 'YES'. Only Bids that contain the response 'YES' against all the items in this Part, will be eligible for further processing. For the avoidance of any doubt, if the response to any of the items in Part A of Annexure-I read as "NO" or is left blank, the bid will not be processed any further.

3.2 Technical Bid – Annexure-II Parts A

Part A – Mandatory items

Part A of Annexure-II contains items that are mandatory conditions which need to be fulfilled by the Bidders. The response for each of the items in this Part shall only be 'YES'. Only Bids that contain the response 'YES' against all the items in this Part, will be eligible for further processing. For the avoidance of any doubt, if the response to any of the items in Part A of Annexure-II reads as "NO" or is left blank, the Technical Bid will not be processed any further. No Evaluation will be done of the responses to Part B of this Annexure. The Bidder will be rejected and their Financial Bid will not be taken up for further evaluation.

3.3 Financial Bid – Annexure-IV

Bidders have to provide their quotations as mentioned in Annexure-IV. The evaluation will be done as follows:

The sum total of the Fixed Onetime cost (Part A) + Recurring Charges (Part B) plus taxes & levies. All the slab quotes given in Part (B) will be considered for evaluation.

The first slab quote will be applied for 1.5 million passengers and then for every subsequent year an increment of 10% passengers. Each slab quote will be multiplied with the corresponding passenger slabs to arrive at a value outflow for each slab.

The summation of all slabs + One-time cost = Total Value

The total value of the bidder will be considered for the calculation of the weighted score.

Illustration- Financial Score Evaluation				
	Number of PAX / Slabs	Indicative Amount (Rs)	One Time Cost Indicative amount (Rs)	Total amount for first year (Rs)
Bidder	1500000	240000		
	150000	22500		
	150000	18000		
Total	2100000	310500		

Note: The above formula is for evaluation purpose only.

3.4 Evaluation of Bids

Evaluation of tender will be done as per normal tender procedure and L1 will be awarded the tender.

A. Methodology to be adopted for determining the Financial bid

The bids of all Bidders who reach the Financial Evaluation stage of will be examined and L1 vendor will be awarded the tender

BID SUBMISSION

- 4.1 Bidders are required to submit the Pre-Qualification Bid, Technical Bid and Financial Bid in in hard copies in 3 separate sealed envelopes which should be enclosed in a master envelope as follows:

Envelope No.	Content	Marking on the envelope
01.	Pre-qualification Bid To fulfill the Pre-qualification criteria, the bidder should fill in Annexure-I and submit it with the relevant supporting documents. The following documents shall form part of the Pre-Qualification Bid: (i) Annexure-I - Pre-Qualification Requirements/ Criteria (ii) Annexure-VII – Bid security declaration form (iii) Annexure-V – Undertaking Certificate (iv) Authority letter for signing of Bid (v) Annexure-IX- Integrity Pact duly signed and stamped by the Bidder It is further clarified that only those Bidders who fulfill the Pre-qualification criteria along with all the Annexures and supporting documents will be eligible for Technical Bid evaluation. NOTE: (i). Pre-qualification Bids shall mandatorily include the Bid Security Declaration in the manner provided in Annexure VII hereto.	Sealed & super scribed in bold. Pre-qualification Bid for “Tender for Passenger Service System (PSS) - Reservation, Inventory and DCS – Alliance Air” Tender no: Tender/Alliance Air/PSS/2026
02.	Technical Bid together with the following documents: (i) Annexure-II – Reservation, Inventory & DCS System Requirements & Information Technology Requirements (ii) Annexure-III – Information Technology Requirements, General (iii) It is further clarified that no financial figures are to be mentioned in the Technical Bid. In the event that any such terms are mentioned, the Technical Bid shall be	Sealed &super scribed in bold. Technical Bid for “Passenger Service System (PSS) - Reservation, Inventory and DCS – Alliance Air”. Tender no:Tender/Alliance Air/PSS/2026

	disqualified and the Bidder shall be disqualified from the tendering process	
03.	Financial Bid together with the following documents: (i) Annexure-IV – Financial Bid The Financial Bid of only those Bidders who are found technically suitable in evaluation of the “Technical Bid” will be opened. The time, date and venue of opening of Financial bid(s) will be intimated to only those Bidders who have qualified in “Technical Bid”. No correspondence in this regard will be entertained. The sealed Financial bids of the technically disqualified bidders will be returned to them after the contract is executed with the Successful Bidder. NOTE: (i). Bidder should not disclose the Financial terms in any other part of their Bids. (ii). Unconditional discounts, if any, should be clearly indicated, and would be applied to the quoted offer price during evaluation. (iii). Conditional discounts, if offered, <u>will not be considered for the valuation.</u>	Sealed & super scribed in bold. Financial Bid for “Passenger Service System (PSS) - Reservation, Inventory and DCS – Alliance Air” Tender no: Tender/Alliance Air/PSS/2026

- 4.2 **Master Envelope:** The above three envelopes should be submitted in another master envelope in sealed condition, super scribed in bold with **“Passenger Service System (PSS) - Reservation, Inventory and DCS – Alliance Air” Tender no: Tender/Alliance Air/PSS/2026** and with name and address of the Bidder, duly addressed and deposited in the tender box at the address mentioned below:

Dy. Chief of MMD,
 Alliance Air,
 Materials Management Department,
 Alliance Bhawan,
 IGI Airport, Domestic Terminal- 1,
 New Delhi-110037 (India).

4. CLARIFICATION OF BIDDING DOCUMENTS

5.1 Bidder’s desire to seek any clarification relating to the Tender terms and conditions may do so by sending their queries by **19th August 2026** to the following E-mail ID with a clear indication of the name of the Bidder:

For Information on Financial Bid/System & IT information /Tender process and any other clarification

Attn: Dy. Chief of MMD
 Email: mmd@allianceair.in

5.2 It shall be the sole discretion of Alliance Air, to respond to the queries in the pre-bid conference elaborated in the below clause.

5. PRE-BID MEETING

The Pre-bid conference will be held at Alliance Bhawan, Terminal 1, IGI Airport, New Delhi-110037. The name(s) & E-mail IDs of the representative(s) for the pre bid conference may also preferably be directly sent to Alliance Air latest by **13th August 2026, 1800hrs** to mmd@allianceair.in (Kind attention: Chief of MMD).

Clarifications to queries shall be provided by the tender committee members of AAAL in the pre-bid meeting.

6. BID OPENING

The Technical bid will be opened on 25th August 2026, 1530hrs (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.

On the date of opening of the Bids, only the Pre-qualification & Technical Bids would be opened, and the Financial Bids would be kept in the custody of Alliance Air Aviation Limited in the same sealed / closed covers as received from the Bidders.

7. BID SECURITY DECLARATION FORM/ SECURITY DEPOSIT:

7.1 Bid Security Declaration Form:

It is clarified that in lieu of the Earnest Money Deposit, the Bidders are required to submit the Bid Security Declaration Form in the manner provided in Annexure-VII hereto.

7.2 Security Deposit:

- (i). The Successful Bidder will be required to deposit within 2 weeks of award of the Contract vide a Letter of Intent (LOI), an amount equivalent to 3% of the value of Contract as Security Deposit with AAAL by a Bank Draft /Banker's cheque drawn in favor of Alliance Air payable at Delhi, or to provide an Irrevocable Bank Guarantee from any Scheduled bank in India for an equivalent amount to be valid for the entire duration of the Contract and for an additional period of 90 days after the completion/ expiration/ termination of the Contract. In case of extension of the Contract term, the Security Deposit /Bank Guarantee shall be validated accordingly as per the instructions of AAAL. It is hereby clarified that there is no exemption from the Security Deposit in case of MSE being the Successful Bidder.
- (ii). The Security Deposit will not carry any interest and the expenses incurred towards submission of instrument of payment for security deposit will have to be borne by the Successful Bidder.
- (iii). The Security Deposit shall be returned after 90 days after the completion/ expiration/ termination of the Contract as determined by AAAL after adjusting for penalties, deductions, damages etc., if any, that may be imposed under the terms of the Contract or for any amounts that are payable by the Successful Bidder and have been paid by AAAL on behalf of the Successful Bidder.
- (iv). AAAL shall be entitled to forfeit the Security Deposit in the event of delay in start of Services / non-performance on award of the Contract. Notwithstanding anything mentioned to the contrary in this Tender or the Contract, upon any default or breach of obligations by the Successful Bidder under the Contract, AAAL may at its sole discretion forfeit the Security

Deposit, without prejudice to any other rights of AAAL under this Tender or the Contract. In the event the Security Deposit is forfeited by AAAL, the Successful Bidder shall replenish the Security Deposit to its original value within seven (7) working days from such forfeiture, failing which the same shall be deemed to be a material breach by the Successful Bidder and entitle AAAL to terminate the Contract.

8. Benefits to MSEs

- (i). As per Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification No.503 dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012.
 - (a) District Industries Centres (DIC)
 - (b) Khadi and Village Industries Commission (KVIC)
 - (c) Khadi and Village Industries Board
 - (d) Coir Board
 - (e) National Small Industries Corporation (NSIC)
 - (f) Directorate of Handicraft and Handloom
 - (g) Any other body specified by Ministry of MSME
- (ii). The registration certificate issued from any one of the above agencies must be valid as on close date of submission of Bids. The Successful Bidder should ensure that the same is valid till the end of the Contract period.

9. PRICE NEGOTIATIONS

As it is not the general norm for Alliance Air to carry out price negotiations following evaluation of the Financial Bids, the Bidders are advised to submit their best price quotes in response to this Tender. Alliance Air however, reserves the right to carry out negotiations in exceptional cases with the Successful Bidder, at its sole discretion.

10. BILLING AND PAYMENT:

10.1 The billing cycle shall be on monthly basis. The payment shall be based on **actual flown passengers during the month** at quoted rates with applicable statutory compliance with a credit period of Forty-Five (45) days. Definition of Flown passenger will be Origin & Destination travelled on Alliance Air flights as per booking.

10.2 No advance payment shall be made by Alliance Air.

11. CONTRACT AND PRICE VALIDITY:

11.1 **Contract Validity:** The validity of the Contract comes to an end IPSO FACTO by efflux of time unless otherwise extended / terminated at the option of AAAL. The Contract Period shall be five (5) years from the date of Go live and extendable by AAAL for a further period of 2 years on the same terms and conditions subject to satisfactory performance.

11.2 **Price Validity:** The prices agreed by the parties under the Contract (and LOI) shall be applicable throughout the term of the Contract.

11.3 **Fall Clause-** The prices charged for the Services supplied under the Contract should under no event be higher than lowest prices at which the party sells the items of identical description to

any other Airlines/ Govt. organization/ PSU's/ Central Govt. / State Govt. Autonomous bodies/ Central/ State Universities/ Central/ State Institutions during the period of Contract failing which the "FALL CLAUSE" will be applicable. In case, if the price charged by the Bidder is more, the Successful Bidder will provide an Undertaking providing AAAL to exercise the right to recover the excess charged amount from the subsequent/unpaid bills.

12. AWARD OF LOI AND CONTRACT:

12.1 The Contract shall be awarded to the Successful Bidder vide the Letter of Intent ("LOI") issued by AAAL, based on the evaluation of the Bids by AAAL.

12.2 Further the Successful Bidder shall be required to fulfill the following:

(i) The Successful Bidder (Lowest i.e. L1 Bidder) has to convey acceptance of LOI within 7 days of receipt of the LOI.

(ii) The Security Deposit shall be deposited by the Successful Bidder within 2 weeks of award of the Contract vide the LOI and its subsequent acceptance by the Successful Bidder.

12.3 The Contract will be finalized by the duly authorized officials of AAAL, as per the terms and conditions stated herein and will be given to the Successful Bidder for its signature.

13. LIQUIDATED DAMAGES: -

13.1 Successful Bidder shall be liable to pay damages as explained in Annexure-I Part A, point no. 14 for any shortcomings in the performance/ service levels or default / delay in Services or non-performance as specified in the Tender or Contract, AAAL may even deduct the same from its pending invoices or Security Deposit in case the Successful Bidder denies timely payment of the damages.

13.2 Notwithstanding any other rights of AAAL (either contained in this Tender or under the Contract), AAAL further reserves the right to terminate the Contract/ forfeit the Security Deposit of the Successful Bidder in the event of non-performance / continued delay in providing Services and/or not meeting the quality standards as desired by AAAL, and/or any of the reasons as listed herein, and may issue a fresh contract on any other source at the cost and risk of the Successful Bidder.

14. RECOVERY OF SUMS DUE:

14.1 Whenever under the Contract any sum of money is recoverable from Bidder (whether as a result of liquidated damages or otherwise), AAAL shall be entitled to recover such sum from the monthly bills.

14.2 In addition to the above, AAAL reserves the right to deduct from the Successful Bidder's invoice, amounts attributable to loss or damage caused to AAAL employees/ cargo/ plant / equipment / machinery / building or any other property of AAAL or any damage caused to any third party by negligence or due to reasons attributable to the Successful Bidder including its employees.

15. GROUNDS FOR REJECTION OF BIDS AND DISQUALIFICATION OF BID:

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

- (i). If the Bid has been received after the due date / time of submission of the Bids.
- (ii). If only one or two of the either three Bids have been received.
- (iii). If the Bid has not been signed by the authorized signatory of the Tenderer.
- (iv). If the Bid is received without the signed Integrity Pact in the Technical Bid.
- (v). 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.
- (vi). 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.
- (vii). If the price indication has been provided in the Technical Bid.
- (viii). 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,
- (ix). If the Bid has been received without the undertaking of acceptance of all terms & conditions.
- (x). If the Bid (Pre-qualification/ Technical/Financial) is incomplete.
- (xi). The above list is only illustrative, there can be other relevant grounds of rejection of Bids and any other reasons as AAAL may deem fit.

15.2 Disqualifications:

- (i). 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.
- (ii). Further Bidders are subject to be disqualified if Bidder/Tenderer or any of its constituent partners/directors (as applicable) have:
 - a. made misleading or false representation in the forms, statements, and attachments submitted which was/were discovered at any point either after the submission of the Bid or on/ before opening of the Bids or during the Bid evaluation process; or
 - b. 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.
 - c. been debarred by AAAL or its affiliates as on the date of submission of the Bid.
 - d. Been into any kind of running legal dispute or arbitration in the past /present with AAAL or its associate/ parent companies within last 5(five) years.
 - e. A Bidder who submits more than one Bid will cause all the Bids with such Bidder's participation to disqualify.

(iii). In addition to the above, AAAL shall be entitled to:

- a. reject the Bid or proposal for award of the Contract; or
- b. rescind the Contract forthwith

of such Bidder and shall blacklist the Bidder from participating in any tender issued by AAAL, without being liable in any manner whatsoever to the Bidder if AAAL 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.

aa) In addition to the above mentioned remedies which AAAL shall have, AAAL shall:

i. declare the said Bidder ineligible and blacklist such Bidder for a period of 1 (one) year.

ab) In pursuance of this, AAAL defines, for the purposes of this provision, the terms set forth below as follows:

- i. **"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 AAAL 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 AAAL, 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 AAAL 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;
- ii. **"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;
- iii. **"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;
- iv. **"undesirable practice"** means establishing contact with any person connected with or employed or engaged by the AAAL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; and
- v. **"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.

16. SUB-CONTRACTING:

16.1 The essence of the Tender is that any sub-contracting or outsourcing of any of the services through any Third Party, will be with the prior written approval of AAAL and the implementation / accountability part will be under the sole responsibility of the Bidder and any deviation noticed in this

regard, will be Financially evaluated and will be recovered from the Bidder. Furthermore, the Successful Bidder shall be responsible for any and all acts/ Commission & omissions of such sub-contractor.

- 16.2 In event, the Contract is sub-contracted or assigned in violation of terms specified hereunder or the Contract, AAAL 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.

17. INDEMNIFICATION:

- 17.1 The Successful Bidder (the “**Indemnifying Party**”) agrees to indemnify, defend and hold harmless AAAL its respective officers, directors, employees, agents, representatives, successors, and permitted assigns (the “**Indemnified Parties**”), from and against any and all liability arising out of any claim, penalty, losses, damages or costs, actions, suits, demands, proceedings, expenses, property/ equipment damage, injury/death and/ or liabilities of any kind (including but not limited to reasonable attorneys’ fees incurred and/or those necessary to successfully establish the right to indemnification) suffered or incurred by AAAL including third party claims, arising out of or in connection with (a). material breach of terms of the Contract; (b). negligence, fraudulent acts or willful misconduct or the injury or death of any person or loss 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. The Successful Bidder shall be liable to keep AAAL 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. AAAL shall be entitled to deduct any amounts to make good the above/any losses/expenses incurred by AAAL on account of such claims or liabilities.

17.2 Intellectual Property Indemnification

- i. The Successful Bidder warrants that in providing the Services under the Contract, it shall not infringe the intellectual property including without limitation trademark, copyright design, right patent or etc. of AAAL and/or of any third party and agrees to defend, hold harmless and indemnify AAAL against any losses, damages, claims, costs, expenses etc. suffered by AAAL arising from any such infringement of any intellectual property.
- ii. The intellectual property produced by the Successful Bidder in the course of or in relation to the Services under the Contract shall belong to AAAL absolutely.
- iii. AAAL reserves the right for injunctive relief in order to prevent the breach of any it’s or third party intellectual property rights.
- iv. 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:
 - a. Procure for AAAL the right to continue using the Services; or
 - b. Modify the Services so that it becomes non infringing; or
 - c. Refund to AAAL the money paid by AAAL for the enjoined part or parts of the Services.

- 17.3 This Clause shall survive the termination/ expiration of the Contract.

18. TERMINATION OF LOI / CONTRACT

18.1 The LOI / Contract may be withdrawn under the following circumstances:

- 18.1.1 In the event of deficiency in providing the Services contemplated herein, of the Successful Bidder, Alliance Air reserves the right to withdraw the LOI / Contract and to claim damages from the Selected Bidder. No liability shall be incurred by Alliance Air in the event of the aforesaid cancellation termination.
- 18.1.2 If due to any reason or decision of Alliance Air, the Services are not required, the Successful Bidder would be paid only for the Services satisfactorily completed up to the date of such discontinuation by Alliance Air.
- 18.1.3 Either Party (i.e. the Successful Bidder and AAAL) may terminate the Contract giving therein the notice for termination of Contract stating their reasons. The Successful Bidder can terminate the Contract by giving an advance notice of 12 months to AAAL and AAAL can terminate the Contract by giving 6 months' advance notice to the Successful Bidder. The committed Service levels have to be maintained even during the notice period. Refer Annexure-II Part A, point 5 in table.
- 18.1.4 The validity of the Contract/Agreement comes to an end ipso facto by efflux of time unless otherwise renewed/ terminated. The Contract period shall be as mentioned in Clause 11.1 above, the Contract will automatically terminate on its expiry date and no notice will be required.
- 18.1.5 In the event of breach/ non-observance of the terms of the Contract, by the Successful Bidder, if any one or more of its obligations under the Contract and/or contractual documents and where such default is not cured upon notice of 21 days, or is not curable, AAAL, 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 which is attributable to the Successful Bidder, AAAL shall be entitled to claim damages @ of 0.5% of the monthly contract value.
- 18.1.6 In case the Successful Bidder does not meet the agreed minimum service levels under the Tender/ Contract or fails to perform the contractual obligations to the satisfaction/ requirements/ standards of AAAL, it shall, without prejudice to any other remedies available, be entitled to 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, AAAL shall reserve the right to terminate the Contract by giving a prior notice of 6 months.
- 18.1.7 AAAL may at any time terminate the Contract with immediate effect by giving written notice to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent, being a partnership or sole proprietorship firm, if the sole proprietor or any partner is adjudged as insolvent, or order for administration of its estate is made against it or shall take proceedings for liquidation under any insolvency act for the time being in force in India or make any assignment of his effects or composition or arrangement for the benefit of his creditors or purports to do so. Provided that such termination will not prejudice or affect any right or remedy which has accrued or will accrue to AAAL.
- 18.1.8 Any indulgence or delays shown, AAAL in that respect will not constitute waiver of the right of termination.
- 18.1.9 In the event the Successful Bidder suspends the performance of Services under the Contract without any notice to AAAL for reasons other than prevalence of a Force Majeure event, AAAL reserves the right to approach other entities for completion of the Services at the cost and risk of the Successful Bidder.
- 18.1.10 AAAL can terminate the Contract if the Successful Bidder has committed any corrupt and/or fraudulent practice, offence under the Provision of Prevention of Corruption Act,

1988, and any amendments and any other guidelines as may be prescribed by the Central Vigilance Commission.

- 18.1.11 AAAL and/or the Successful Bidder 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.
- 18.1.12 AAAL may terminate the Contract if it comes to its knowledge that the Successful Bidder has obtained the Contract vide non-bonafide methods of competitive bidding.
- 18.1.13 In the event of change of Applicable Laws or business policies which make the performance of the Contract illegal/ invalid/ unenforceable, AAAL 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 AAAL, such revised terms may not be arrived at, AAAL 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 to the extend the performance is legally valid.
- 18.1.14 The Contract may also be terminated by AAAL for breach of confidentiality obligations in the manner provided under the terms of the Contract and under Clause 22 (*Confidentiality*) hereunder.
- 18.1.15 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.
- 18.1.16 Upon termination of this Contract for any reason, the Successful Bidder shall return all property of AAAL to AAAL, 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, AAAL shall be liable to obtain from the Successful Bidder damages for the same.
- 18.1.17 Upon termination of this Contract for any reasons stipulated herein, the Successful Bidder shall return all the Confidential Information of AAAL that may be in the Successful Bidder's possession, within seven (07) days from the date of termination. The Successful Bidder agrees that withholding such Confidential Information beyond the stipulated time period may attract consequences including but not limited to injunctive reliefs and any other equitable remedies available under the law.

19. FORCE MAJEURE:

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

19.1 **"Force Majeure"** is hereby defined as any cause which is beyond the reasonable control of Successful Bidder (including its subcontractors for the Services/ part thereof delegated to it with prior written approval of AAAL) or AAAL as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen including the following events: war, hostilities; riot, strike or disorder; act of God, fire, frost, earthquake, flood, droughts, storm, lightning; epidemic, pandemic, quarantine restrictions; embargoes, explosion, accidents by fire(each, a **"Force Majeure"** event).

19.2 In such case the affected Party shall give immediate notice in writing (in any case not later than 5 days from the date of occurrence of such an event) and shall thereafter keep the other Party informed of the developments in such Force Majeure situation. Upon notification from the affected Party of existence of a Force Majeure event, the Parties shall use reasonable efforts to

re-plan and reschedule delivery/ performance of Services/ respective obligations under the Contract.

- 19.3 Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall use its best reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force Majeure and shall reasonably allocate its available resources, giving priority to its obligations under the Contract.
- 19.4 In the event of Force Majeure lasting for more than 30 (thirty) days either Party may after mutual consultation with the each other, terminate the Contract. It is understood by the Parties that such early termination in terms of this Clause shall not exclude the Parties from fulfilling the obligations accrued prior to such termination.
- 19.5 For the avoidance of any doubt it is clarified that, payment obligations of AAAL for the Services already performed shall not be excused due to existence of the event of Force Majeure.

20. COMPLIANCE:

- 20.1 The Successful Bidder 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 Bidder.
- 20.2 The liabilities of all statutory /legal mandatory regulations /obligations regarding manpower / product / Services will be borne by Successful Bidder.

21. INTEGRITY PACT:

All Bidder's would be required to sign the Integrity Pact with AAAL and submit the same with their Pre-qualification Bid. The Integrity Pact document is attached as Annexure-IX hereto.

22. CONFIDENTIALITY:

- 22.1 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, proprietary data, software & programs, technical processes, business processes, procedures, personal data, business affairs, AAAL customer/ passenger details, financial affairs of AAAL (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.
- 22.2 The Bidder/Successful Bidder shall not disclose the Confidential Information to any other third party, without the prior written consent of AAAL, 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's/ 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.

- 22.3 As such, the Bidder/Successful Bidder agree to keep such Confidential Information as strictly confidential and shall disclose the same to their employees/professional advisers only on a 'need to know' basis.
- 22.4 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.
- 22.5 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 AAAL for which monetary compensation may not be adequate. Therefore, in addition to the damages, AAAL shall be entitled to injunctive or other equitable relief against such Bidder/ Successful Bidder or any other remedy under law or at equity.
- 22.6 The Successful Bidder shall execute a separate Non-Disclosure Agreement with AAAL (in the format as provided in Annexure-VIII hereto) on non-judicial stamp paper of requisite value as per the proforma given herein. In addition to the content hereunder, all global laws related to privacy and confidentiality will have to be maintained.
- 22.7 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. The Successful Bidder acknowledges that the European Union's General Data Protection Regulation ("GDPR") governs the processing of personal data of citizens of the European Union.

23. CONTRACT SURVIVABILITY:

In the event the 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. AAAL shall however have the discretion and option to terminate the Contract in such an event.

24. DISPUTE RESOLUTION, JURISDICTION AND GOVERNING LAW:

24.1 Dispute Resolution:

- (i). 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.
- (ii). If the dispute remains unresolved after a period of 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, as amended from time to time, by a sole arbitrator. The parties shall mutually appoint the sole arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996.

Provided further, if the Parties fail to appoint a sole arbitrator within 10 (ten) Days of the invocation of the arbitration clause, the Delhi High court shall appoint the sole arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996. Both parties shall bear their own costs of arbitration proceedings.

- (iii). The seat and venue of arbitration shall be New Delhi, India and it shall be conducted in the English language.
- (iv). 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.
- (v). The arbitral award made in pursuance thereof shall be final and binding on the parties.

24.2 Jurisdiction and Governing Law:

The construction, interpretation, validity and performance of this Tender and/or Contract shall be governed in accordance with the laws of India. Any dispute whatsoever, arising out of or in connection with the Tender and/or Contract shall be subject to the jurisdiction of the courts of New Delhi only, subject to the aforementioned Clause 24.1.

25. INSPECTION:

25.1 Inspection of Bidder's facilities at the time of evaluation of the Technical Bids

AAAL reserves the right to inspect at its cost the facility / facilities of the Bidders in order to assess their infrastructure and capability for carrying on the Services under the Contract as indicated in this Tender.

25.2 Inspection of the facility of the Successful Bidder

AAAL reserves the right to inspect the facility of the Successful Bidder, during the Contract Period.

26. REPRESENTATIONS AND WARRANTIES TO BE GIVEN BY THE SUCCESSFUL BIDDER:

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:

- (i). It is duly incorporated and validly existing under the laws of its incorporation.
- (ii). It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver the Contract and the performance of the obligations thereunder.
- (iii). The Contract shall constitute a legal valid and binding obligation against it and is enforceable against it in accordance with the terms herein.
- (iv). 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.
- (v). 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 AAAL.
- (vi). 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 AAAL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of the laws in force.

- (vii). It shall indemnify AAAL for any damage or loss or caused to the premises/equipment/property of AAAL or any third party on account of negligent act/performance/ omission attributable to the Successful Bidder.
- (viii). It shall perform all its obligations under the Contract with due care and diligence and in a skillful and business-like manner.
- (ix). 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 AAAL on its ability to perform its obligations under the Contract.
- (x). 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 or its ability to perform its obligations under the Contract.
- (xi). There are no actions, suits, proceedings, or investigation pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in a breach of the Contract or which individually or in the aggregate may result in any material impairment or its ability to perform its obligations under the Contract.
- (xii). 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.
- (xiii). It is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to it.
- (xiv). 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
- (xv). 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 AAAL against all losses, costs, or damages that may be suffered by AAAL as a result of such omission or failure.

27. ASSIGNMENT

During the term of the Contract, the Successful Bidder shall not assign any of its rights or duties under the Contract without prior written consent of AAAL. Any assignment or transfer in violation of this Clause shall result in termination by AAAL with damages to the Successful Bidder. The parties agree that subcontracting of the Services may be done only in the manner provided under Clause 17 (*Subcontracting*) hereunder or the equivalent clause of the Contract.

28. NOTICES

Any notice by one Party to the other pursuant to the Contract, shall be sent in writing to the address specified for that purpose in the Contract.

29. INTERPRETATION

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

30. EXPENSES

Each Party shall bear its own costs and expenses (including legal expenses) associated with the preparation, negotiation and execution of this Contract and any other relevant documents.

31. SEVERABILITY

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

32. NO WAIVER

Failure of AAAL to enforce any of the terms & conditions incorporated in the Tender/Contract, or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify the Successful Bidder in the event of breach, or the acceptance of or payment of any Services hereunder shall not release the Successful Bidder and shall not be deemed a waiver of any right of AAAL 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 AAAL act as waiver of the terms hereof. Any waiver shall be effective only if it is in writing. Any lone incident of waiver of any condition of the Tender and Contract by AAAL shall not be considered as a continuous waiver or waiver for other condition by AAAL.

33. AMENDMENT

No amendment, modification, variation or waiver of any provision of the Contract shall be binding or effective unless the same has been made in writing and signed by a duly authorized representative of each of the parties hereto.

34. EVALUATION OF PRE-QUALIFICATION BIDS

- a) In order to be eligible for the Technical and Financial Evaluation of the Bid, the Bidders should fulfill the Pre-qualification criteria as mentioned in Annexure-I - Part A & Part B of the Tender document. The Bidders should comply with all the mandatory requirements mentioned in the Annexure-I and submit all the required supporting documents as specified in the Tender Submission clause.

Alliance Air reserves the right to correspond with the Bidder and call for any supporting documents they deem necessary and the Bidder should respond for the same within the specified timeline.

- b) Bidders should give an undertaking regarding acceptance of all the terms and conditions of this Tender as per the format given in Annexure-V.

35. EVALUATION OF TECHNICAL BIDS

- a) Bids of the Bidders, which fulfill the pre-qualification criteria as defined in Annexure-I (Pre-qualification Bid) will be eligible for Technical evaluation.
- b) The Technical Bids would be evaluated for their 'Compliance to the Technical Requirement' of the Tender as indicated in Annexure-II, & III. Alliance Air reserves the right at its sole discretion to seek any information (pertaining to the subject matter of this Tender), documents etc. from the Bidder, as it may consider necessary for the purpose of evaluation of the Bids.

36. EVALUATION OF FINANCIAL BIDS

- a) The Bids of technically qualified Bidders would be eligible for Financial evaluation. The date and time of opening of the Financial Bids would be intimated in advance to the Bidders who have qualified in the Technical Bid evaluation, and their authorized representatives (carrying the authority letter) only would be permitted to participate in the opening of the Financial Bids.
- b) The Financial Bids should be submitted strictly as per the format given in Annexure-IV only. The Financial Bid with an all-inclusive cost has to be complete in all respects. No representation whatsoever would be entertained by Alliance Air for inclusion of any other cost after the opening of the Tender. The format of the Financial Bid is attached as Annexure-IV. The Applicants/Bidders are required to submit their best and firm offers for all the requirements as specified in the Annexure.
- c) The Financial Bid will be evaluated as described in Evaluation of bids under instruction to Bidders.
- d) While quoting a Financial Bid, in case of any variation in words and figures, the amount quoted in words will be taken as final.
- e) The detailed instructions on quote and calculations for determining the Successful Bidder are mentioned in Annexure-IV.
- f) Costs towards DCS messaging will be borne by the Airline.
- g) In case of a tie between the lowest Bidders, they would be required to submit separate Financial Bid as per procedure for further evaluation and determination of the Successful Bidder to be awarded the Contract.

Yours Faithfully,

Dy. Chief of MMD

Alliance Air Aviation Limited

ANNEXURE-I

PRE-QUALIFICATION CRITERIA

Part A of this Annexure contains items that are mandatory conditions which need to be fulfilled by the Bidders. The response for each of the items in this Part shall only be 'YES'. Only bids that contain the response 'YES' as mentioned above against all the items in this Part, will be eligible for further processing. For the avoidance of any doubt, if the response to any of the items in Part A of this Annexure reads as anything other than 'YES' the Bid will not be processed any further and will be rejected. The Bidders must attach documentary proof wherever required. In the absence of such documentary proof, the Bid will be rejected and the Bidder will be disqualified from further evaluation.

The Bidder's quote must be for the latest / most updated version of their PSS in service / production with a client airline of the Bidder. A formal confirmation should be provided in writing to this effect as part of the Bid submission.

The Bidder must fulfill the Pre-qualification requirements set forth and also, accepts and confirms the points listed below. Please attach supporting document for each of the items listed below. Self-certified document on letter head duly signed by authorized official in the Organization is acceptable.

PART A

Sr. No.	Requirements	Bidder's Response (Yes / No)
1	The Bidder must be a registered company. Registration document issued by concerned authority is required to be attached. Any Bidder intending to establish itself as an incorporated entity prospectively through consortium, collaboration or joint venture or such similar arrangement are not eligible to be considered	
2	The turnover of the Company from providing the PSS & DCS services should be equal to or more than INR 5 Crores per annum for the last two financial years (2024 to 2026). Please submit a copy of the latest Annual Report / Balance Sheet / Profit & Loss Account duly certified by an Authorized Accountant. If the above documents are not ready to be shared at this time, please attach an appropriate document for proof of turnover certified by authorized official in your Organization	
3	The Bidder must have completed at least 3 years (2023 onwards) in the business of providing hosted Passenger Service Systems for Scheduled Passenger Airlines	
4	The Bidder must have at least 3 years' experience (2023 onwards) in the business of Departure Control Systems for Scheduled Passenger Airlines	
5	The Bidder must currently have at least 2 Scheduled Passenger airlines as their clients with one of their clients having a carriage of at least 2 million passengers during calendar year 2025	
6	The Bidder must have successfully integrated with Automated Revenue Management Systems in order to receive future forecast based on seasonality	
7	The Bidder must, neither be associated/affiliated with any airline / airline company or their GSA in India directly or indirectly by way of shareholding / financial stake nor be a wholly / partly owned subsidiary/ associate of any airline/ airline company/ GSA in India and neither of its director(s)/ shareholder(s) should hold any office of profit or major share holdings. Please attach formal confirmation on letter head duly certified by authorized official in your organization	

8	Bidder must incorporate proper security at software and Hardware level with proper firewall and online connectivity	
9	Data Center of the bidder providing the PSS Solution should be certified on Information Security Standard ISO27001	
10	System must have capabilities for future Enhancement at software and Hardware level to handle the Business changes in future	
11	The Bidder will have to execute the NDA (As per Annexure-VIII) before the award of LOI	
12	The Bidder must provide Integrity Pact (as per Annexure-IX duly signed and stamped along with the Pre-Qualification Bid. No changes to the Integrity pact are permitted	
13	Any changes in taxes or other charges/statutory updates arising out of Government(s) / Regulatory mandates (point of origin / transit / destination) requiring technical upgradation or enhancements of PSS and DCS should be undertaken by the Bidder within the prescribed timelines and at no charge	
14	Bidder accepts that delay in providing any of the functionalities listed in Annexure-II within the specified periods for each such functionality. The delay will attract penalty @ of 0.5% of the monthly contract value (assumed to be based on 1.5 million flown passengers per annum for the purpose of this clause) for every week (or part thereof) of delay, provided that, the delay is solely attributable to the bidder. Any service provided through a third party service provider, must be provided at no additional cost to AAAL	
15	Bidder accepts that any revenue impacting malfunction in the system other than a downtime will be liable for penalty by AAAL. The actual amount of loss incurred by the airline due to the fault attributable to the Successful Bidder, shall be borne by the Bidder	
16	The actual amount of loss incurred by the airline due to malfunction in the system towards Fare / Inventory solely on account of the Bidder, shall be recoverable from the monthly Invoices of the Bidder	
17	The Bidder confirms that the latest / most updated version of their PSS and DCS which are already in Production with client airline(s) of the Bidder is being provided for this Tender	
18	The Bidder confirms that all new periodic product releases in the form enhancements / updates to the PSS and DCS shall be made available to Alliance Air at no additional charge	
19	Bidder must have yearly IT Security audit of its Infrastructure. Bidder to share the details of the audit	
20	The offered systems shall comply with General Data Protection Regulation (GDPR) norms	
21	The Tenderer should provide data sharing solution for government agencies from the system in digital form. Eg. presently NATGRID requires sharing of passenger Manifest, Res data and foreigners data from the system in digital form	
22	Project Manager / Domain experts from issuance of LOI to Go-live must be assigned, onsite preferred	
23	Pre and Post set-up/updates, enhancements, maintenance, monitoring, administration, and troubleshooting of all the services provided, are required on 24x7x365 basis	
24	User guides should be provided by the vendor. Training 5 batches of 10 trainees at the time of implementation (to be completed before cutover/go-live). At least 2 refresher sessions in the first year of implementation	
25	A test / UAT environment is required to be maintained and accessible to Alliance Air as long as PSS services are availed in the production	

PART B of ANNEXURE-I

The Bidder will have to score a minimum aggregate of 30 marks against the items in Part B of Annexure-I to be assessed as eligible and meeting the pre-qualification criteria. For the avoidance of doubt, Pre-qualification Bids that are awarded by the Airline less than 30 marks in the aggregate or NIL marks against any of the items mentioned in this Part shall be disqualified and the Bidder's Technical Bid shall not be taken up for further Evaluation.

The Bidder is required to fill in the fourth column of the table below "Self marking by Bidder" with the score that they would award themselves against each of the items based on their eligibility. The Bidders shall attach documents in support of their self-assessment against each item. Alliance Air Aviation Ltd. will reassess the marks awarded. Based on the documentary proof attached to this part of the Bid, Alliance Air Aviation Ltd. shall also award the Bidders marks against each item. The marks awarded by the Airline shall be final and binding.

Alliance Air reserves the right to correspond with the Bidder and call for any supporting documents if deem necessary and the Bidder should respond for the same within the timeline provided by Alliance Air, failing which the Bid may be liable to be rejected.

Sl. No	Particulars	Marking Pattern	Self- marking by bidder	Marking by airline
1	Experience in the field of Reservation & Inventory for scheduled passenger Airlines	<3 years 00 3 -4years 04 5 -6years 08 >6 years 10		
2	Experience in the field of DCS System for scheduled passenger Airlines	<3 years 00 3 -4years 04 5 -6years 08 > 6 years 10		
3	Number of client scheduled passenger Airlines	<2 clients 00 2 – 3 clients 04 4 -5 clients 08 >5 clients 10		
4	Integration with third party Automated Revenue Management System	<1 client 00 1 – 2 clients 04 3 – 4 clients 08 >4 clients 10		
5	Number of free flow code share integrations handled for Client Airlines	<1client 00 1 - 2 clients 04 3 – 4clients 08 >4 clients 10		
6	Number of interline integrations handled for Client Airlines	<1client 00 1 - 2 clients 04 3 – 4clients 08 >4 clients 10		

ANNEXURE–II System Requirements

The Annexure contains the work scope of this Tender

PART A File attached. (Mandatory Requirement of the departments for PSS system).

Sr. No	Requirements Mandatory	Currently Available (Must be filled by the Bidder with YES / NO)
1	System Details	
1.1	The system should be certified in the following common use environments – any additional system certifications can also be listed	
	i. ARINC	
	ii. SITA	
	iii. RESA	
1.2	Realtime Database – The application must run in real time and support	
1.3	All type of Data privacy, protect & data storage in the Server	
1.4	Integration with engineering Module system	
1.5	Integration with Code share partner & Interline agreement	
1.6	Connecting flight	
2.	System Administration	
2.1	Ability to define System Privileges for both internal and external user groups and its permissions based on the group	
	Type of Permission	
	i) No Permission	
	ii) Read Permission	
	iii) Modify Permission	
	iv) Write Permission	

2.2	Ability to define individual users and can be activate, deactivate, Hold & Remove	
2.3	Ability to reset passwords for any user/group on the network	
2.4	Ability to modify the privileges under the User group	
2.5	Ability to modify User details	
2.6	Ability to retrieve all user details by City wise/State wise/Zone wise/Country wise	
2.7	Ability to check the User transaction details history & logs with a date range at least for two years data in a single time.	
2.8	Older then two years Data, Booking, DCS & Reports access from Archive Server	
2.9	Super Admin users should access all features & can modify anytime including all data.	
3	The new IATA code should be configured anytime as per the requirement by the Airline	
3.1	All existing IATA code of Domestic sectors & International must already available there in the system	
3.2	Technical Support for 24*7 hours	
3.4	.pdf ,jpg , .xls , .doc , .csv file size must be supported for the uploading case minimum 25mb	
3.5	The data can be downloaded through the file of .pdf ,jpg , .xls , .doc , .csv file.	
3.6	Must be advance information in case of Plan maintenance in the system. Popup messages must be displayed in the screen if maintenance done by the Backend	

3.7	Logo of Alliance Air in Home page under front page of PSS system & IBE	
3.8	Restore provision must be there of all entries by the service provider incase of any wrongly deletion done by the Airline & wants to recover later.	
3.9	Fraud & duplicate ticket must be capable to analysis & response by the PSS system.	
	(IT) Information Technology Requirements	
4	System Implementation	
4.1	ASP solution - Passenger Service system (PSS)	
4.2	Bidder to migrate Alliance Air passenger data from existing Passenger Service system to the new Passenger Service system that will be provided by the Bidder	
4.3	Bidder will have to develop & host the Alliance Air website with CMS (Content Management System capability).	
4.4	Bidder hosting the Alliance Air website should ensure that it is designed, developed and maintained, to be compatible to all widely used leading browsers in the market such as Edge , Netscape, Mozilla, Firefox, Google Chrome, Apple safari etc. The website should be responsive and have bilingual support (English & Hindi).	
4.5	Adequate bandwidth with complete redundancy to guarantee "Performance Parameters" given in Point No.3	
5	System Security features	
5.1	Internet Gateway Firewall System	
5.2	Internet Gateway Anti-virus System	

5.3	Intrusion Detection & Prevention System	
5.4	Adequate Security Measures to Maintain integrity, Confidentiality, Access Control, Recovery of database	
5.5	Back-up Procedures and Disaster Recovery (DR) Site	
5.6	The Bidder must have a Disaster Recovery Data Centre at a different location than the Production Data Centre at a minimum distance of 150 Kms apart and situated in a different seismic or flood zone.	
5.7	Recovery Point Objective (RPO) should be 0 minutes and Recovery Time Objective should be less than 6 hours	
5.8	Website should be ISO 27001 ISMS/PCI-DSS / NIST Compliant	
5.9	Load Test and Penetration test reports of past one year may be provided upon request	
6	Performance Parameters	
6.1	The Hosted Infrastructure (Web, Application and Database Servers) should have High available and elasticity in nature in terms of CPU, Memory and storage to avoid application performance degradation	
6.2	The Internet bandwidth at Hosting Infrastructure should be High availability and elasticity in nature to avoid/manage any performance degradation in user responses.	
6.3	Turnaround time per input at the system gateway (web server, application server & database server together) not to exceed one second	

6.4	Capability of Database Server to handle 2 million passengers per year with a minimum annual increase of 10% passengers	
6.5	Entire System Data storage to be provided periodically during the tenure of the contract	
6.6	Configuration of Web Application and Database Servers in High Availability	
7	Connectivity with Payment Gateway	
7.1	Ability to connect to at least 4 (four) payment gateways with Multi-Currency	
7.2	Integrated Fraud Prevention and Protection mechanism/Service	
8	Service Level	
8.1	System Uptime Guarantee (99.9% on monthly basis).	
8.2	The Bidder must agree to Penalty in case the committed monthly Uptime of 99.9% is not met. The penalties will be levied as under: Uptime-achieved Penalty 99.9% or more NIL 99%-99.8% 1% of monthly bill 98%-98.99% 2% of monthly bill 97%-97.99% 4% of monthly bill 96%-96.99% 8% of monthly bill 95%-95.99% 16% of monthly bill Less than 95% 100% of monthly bill Uptime Report is required to be furnished monthly	
9	Interface with external DCS service provider	
9.1	Generation of IATA format PNL / ADL through Type B messaging	
9.2	Interfacing with external message switching system for exchange of teletype (Airline Type B) Messages	

9.3	Handling of IATA format Close out message generated by external DCS	
10	Connectivity with all major service providers	
10.1	Bidder must have connectivity & link for TEXT transmission at time of operation	
10.2	The system must support alpha-numeric SITA addresses for sending PNL/ADL messages to third party standalone DCS system and to receive PFS and any other IATA messages from them	
10.3	The system must have the facility of sending multi pages of messages	
10.4	Interfacing capability with AAAL's Revenue Accounting Service Provider	
10.5	Third Party Integration as per Business requirements	
10.6	AI ChatBot, WhatsApp Chat BOT integration and necessary API support as per Alliance Air requirements	
10.7	BRS/PRS/BMS/BGR/CUSS/E-Gate/ Digi Yatra integration support and compatible to all leading service providers	
10.8	Providing Mobile applications for Android/iOS regarding Alliance Air Aviation Limited	
10.9	Providing AI Chatbot, Mobile applications (Android/iOS) & Website, SMS services, E-mail services, WhatsApp services, WhatsApp Chatbot Services, regarding Alliance Air Aviation Limited	
10.10	Cloud Service Provider's infra – MeitY Certified	
SCHEDULING, SLOT MANAGEMENT & OCC Module : NEW PSS ALLIANCE AIR		
11	Functional Scope of Schedule Management	

11.1	Input Partners' Schedules - System to allow partner airlines' schedules to be imported into a particular schedule so that partners' schedule plans can be taken into account during the scheduling process in case of code share/interline arrangements.	
11.2	Code-Share Flights –System to allow airline's code-share flights to be displayed along with its own schedule.	
11.3	Migrate Schedule - Airline's schedules maintained in a separate system can be migrated into for standard interfaces.	
12 Data Migration From Present System to New PSS System :		
12.1	Bidder to migrate Alliance Air passenger data from existing Passenger Service system (Paxlink) to the new Passenger Service system that will be provided by the Bidder	
12.2	Migration of Entire Reservation Passenger Data (including Cancellation , Refund Tickets , Ancillary Data , Actual fares with breakup) & Migrated data must be available in the DCS for the check-in activities	
12.3	Historical Data in Readable format should be provided for the last 5 years.	
	Schedule Creation-Modification ,Inventory, reports and Fares and Pricing :	
13	Schedule Creation and Modification	
13.1	Schedule Management	
	- Single leg flights	
	- Multi leg flights	
	- Round Robin	
	- Connecting flights	

13.2	Display & Download in excel file of whole schedule searched by mentioning the date range , origin - destination , Flight frequency & Flight number	
13.3	Must provision to search flight data by mentioning the flight number , origin , destination with date range	
14	System should be able to cater to:	
14.1	- Define Minimum Connecting Time (MCT) Station wise/ Terminal wise	
14.2	- Multiple time zones	
14.3	-Day change during the course of the flight	
14.4	- Same flight number -different schedules for different days of the week and periods	
14.5	SSR's can be added & configure on the particular flight schedule	
15	Schedule Changes	
15.1	- Ability to change the timings of the flight (even if part of the flight shifts to next day or previous day)	
15.2	- Ability to change the equipment	
16	Ability to carry out schedule change for	
16.1	- A particular date	
16.2	- Flight in a date range	
16.3	- Flight on a particular day of the week over a date range	
16.4	- Ability to maintain a history of schedule changes.	
17	Flight Disruption Management	
17.1	- Ability for re-accommodation before day of departure, on the day of departure and after day of departure	
18 Inventory Module		
18.1	Seat Inventory	

18.2	- Manual capacity adjustment for single-sector, multi-sector and round robin flights	
18.3	- RBD based inventory (Leg wise/Segment wise)	
18.4	- Ability to overbook and waitlist	
18.5	Free text format to mention the reason if any required by the airline	
18.6	History logs with date & IST time, actioned by the user	
19	Ability to nest RBDs based on	
19.1	- Nesting of RBDs (Serial nesting and parallel nesting)	
19.2	- Number of seats	
19.3	- Date range	
19.4	- Ability to keep certain RBDs out of nesting	
19.5	- Display RBD wise details of Open, booked & WL seats, Group booking of flights	
19.6	- Ability to Open and Close the flights manually for sale as per requirement	
20	SSR Inventory	
20.1	- Ability to define Paid/Free of cost (FOC) SSR types	
20.2	- Ability to define SSR Inventory per sector and aircraft	
21	Connectivity to Online Travel Agents & Travel Aggregators	
21.1	- Ability to integrate with OTAs/Travel Aggregators	
21.2	- Ability to provide API access to the agents having operation from different location worldwide	
21.3	- Ability to allow agents to pick up schedule/fare and availability from live system on real time basis	

21.4	- Ability to allocate SSR	
21.5	- Ability to sell Ancillaries (during issuance/post issuance of ticket)	
21.6	- Ability to assign a special fare for each travel portal based on City pair/Date	
21.7	- Ability to modify bookings through API	
22	Reports Module	
22.1	Ability to provide Data extracts / dump at periodic intervals	
22.2	System should have the ability to customize reports to extract information from all data capture points	
22.3	Revenue reports under different heads with Tax breakup	
22.4	Access to data related to inventory control management generated on day to day basis	
22.5	List of last booked passenger, cancelled passenger, group bookings, waitlist passenger	
22.6	- Network/Station departure report (daily/date range)	
22.7	- Book Load & Revenue report (daily /date range)	
22.8	- Passenger Re-accommodation report (date wise/station wise/date range wise)	
23	Reports (Revenue Management)	
23.1	Passenger Booking Summary Report (Segment wise)	
23.2	Passenger Booking Summary Report (Leg wise)	
23.3	Passenger Flown Manifest Report	
23.4	Daily Sales Accounting Report (Departure Date wise and Settlement Date wise)	
23.5	Daily Sales Transaction Report	
23.6	DCS Check in Status Report	
23.7	Passenger Manifest Report	

23.8	Ancillary Report	
FARES & TAXES MODULE :		
24	Ability to define/ modify fares on the basis of the following:-	
24.1	Fares to update on real time basis on all channels of distribution	
24.2	Manually and by importing or exporting	
24.3	City Pair	
24.4	Booking Class	
24.5	Fare Class (RBD / Sub RBD)	
24.6	Fare Basis Codes	
24.7	Flight Number	
24.8	Trip Type (One Way/Return)	
24.9	Validity period	
24.10	Different Fare for different Sale & Travel Dates on same sector, city pair	
24.11	Validity (number of days in advance, a fare is accessible) like Advance Purchase Fares, discounted fares	
24.12	Distribution Channel (OTA, Website, CRS, etc.)	
24.13	Type of passenger	
24.14	Ability to assign discount by passenger types	
24.15	Option of Refundable / Non-refundable fares	
24.16	With Tax and Without Tax (RCS and Non-RCS) on same city pair different flight number	
24.17	Discounted Fares for separate PTCs (Concessionary Fares)	
24.18	Corporate Fare	
24.19	Connecting Fare as per Industry practice	
24.20	Separate Fare Family with different rules	
24.21	Assign Waitlist to Fare basis and RBD	
24.22	Able to file IATA/Non IATA city pairs	

24.23	Staff on duty, staff on leave and Non-revenue fares	
24.24	Ability to define Incentive for specific agents based on flight number, productivity, city pair, fare basis codes, RBDs,etc.	
24.25	Ability to define separate fare rules for different channel, OTAs and agents	
24.26	Ability to group Fare Class, respective Fare Basis Rules and penalties to define fare families	
24.27	Ability to define/modify Taxes, Fees and Surcharges based on the following:-	
24.28	Taxes to update on real time basis on all channels of distribution	
24.29	Fixed amount / percentage	
24.30	City Pair	
24.31	Departure Airport	
24.32	Arrival airport	
24.33	Type of passenger (PTCs)	
24.34	Days of week/ Date range	
24.35	Refundability	
24.36	Fare Basis Codes	
24.37	Tax Name and Tax Code	
24.38	Able to file IATA/Non IATA city code	
24.39	Ability to modify name of any tax and surcharge	
24.40	Ability to modify/add taxes and surcharges based on booking/travel dates	
24.41	Ability to exempt taxes on specific sectors, flight number, PTCs, Fare basis codes, RBDs	
24.42	Ability to add new taxes and surcharge	
24.43	Ability to add fixed or percentage booking fee/charge based on POS, Distribution channel (Ex - convenience fee, web charge)	

24.44	Display of Fares, Taxes, Penalties Based on:-	
24.45	City Pair	
24.46	Single Date	
24.47	Date Range	
25	Penalties & Cancellation charges	
25.01	Ability to define penalties separately for domestic and international based on:-	
25.02	Change of date/Rebook	
25.03	Change of flight/sector change	
25.04	Cancellation of PNR	
25.05	Cancellation of a Sector/Leg/Route from a single PNR	
25.06	No-show	
25.07	Fare Basis Codes	
25.08	RBD/Fare Class	
25.09	Time of rebook/change/cancel	
25.1	Gate No Show	
25.11	Number of days in advance Rebook/Change/Cancel (Multiple penalties)	
25.12	Fare Family	
25.13	Penalties to update on real time basis on all channels of distribution	
25.14	Ability to refund full amount in case of airline cancellation / delay (configurable time of delay)	
25.15	Ability to configure Time Limit up to which PNR can be cancelled prior departure (Different timings configurable for domestic & international flights)	
25.16	Ability to configure Time Limit up to which PNR can be Rebook/change prior departure (Different timings configurable for domestic & international flights)	
25.17	Ability to configure change/rebook/cancellation charges and rules for each fare basis and RBD	

25.18	Ability to configure separate change/rebook/cancellation charges and rules for discounted/concessionary/specific fare basis and RBD	
25.19	Ability to retain part of the fare based on time of cancellation/change	
25.2	In case of No show on 1st leg, onward segment to get auto cancelled	
25.21	Ability to refund full amount in case of DGCA Free Look in Option (Time configurable as per DGCA Rule) based on Distribution Channel and POS	
26	Ancillary	
26.01	Ability to define:-	
26.02	Baggage rules	
26.03	Baggage allowance based on passenger type, city pairs, cabin wise, fare basis & RBD	
26.04	Excess Baggage At Airport, With and Without Taxes	
26.05	Unaccompanied Minor Handling Charge	
26.06	Seat Selection Charges, Aircraftwise, Sectorwise, Seatwise	
26.07	Prepaid Baggage	
26.08	Infant Charge without seat	
26.09	Infant Charge with seat	
26.10	All set of Ancillaries as per Airline Industry Practice	
27	Ability to create ancillaries based on:	
27.01	Sector	
27.02	Flight	
27.03	Departure airport	
27.04	Arrival airport	
27.05	Distribution Channel	
27.06	Ability to provide One Change Free on specific Fare Basis and RBD	

27.07	Ability to exempt Ancillary for specific sectors	
27.08	Provision to Display of All Ancillary	
28	Reports	
28.01	Ability to generate reports of Fare upload/history based on City pair, Date Range	
28.02	Ability to generate reports of Tax upload/history based on City Pair, Date Range	
28.03	Reports/Data should be available for upto 5 years	
28.04	Ancillary Report	
28.05	Penalties Report	
29	Setting:	
29.01	Time limit (Configurable by Flight number , Sector , Date range wise, RBD wise , Fare basis code wise	
29.02	Blacklist (First name , Middle name , Surname , Passport no , Nationality , Gender , Mobile number , Email id , Documents details , Time period of date range start date upto end date , Free text) Here End date should not be mandate. Start date should be as mandate.	
30	PROMO CODE setting	
30.01	Flight specific & must applicable for multi flights together (No restriction for the limits of multi flights selection)	
30.02	Selection for "ALL" flights option also must be there	
30.03	Sector specific (Selection of all sectors option also must be there)	
30.04	Booking Date range (Start date & End date)	
30.05	Departure Date range(Start date & End date)	

30.06	RBD wise (Provision must be there for Multi RBD's selection , "ALL" RBD option)	
30.07	Fare basis specific (Provision must be there for Multi fare basis code selection , "ALL" Fare Basis option)	
30.08	Selection with specific channel (CRS , B2B . B2C , OTA & "ALL" channel)	
30.09	Promo code must be as Alphabet & Numeric both (Maximum 14 character)	
30.1	Discount amount with a flat price & percentage both provision must be there. (Discount should be implemented on Basic fare only)	
30.11	Pnr daily limit	
30.12	Pnr total limit	
30.13	Journey (One way , Round trip , OW/RT both)	
30.14	Remarks (Free text for writing about Promo)	
30.15	History details should be retrieved by the option of date range with actioned time ,Flight wise, Sector wise, RBD wise, Fare basis wise, Users details (Past 05 years data & Upcoming flights data for 02 years both must be retrieved through Excel ,Display & PDF format)	
30.16	Ability to define time zones for an airport	
30.17	Ability to define SSRs	
30.17.1	PRM (Passenger with Reduce Mobility)	
30.18	Ability to define Fleet , aircraft types with their capacity	
30.19	Ability to define aircraft with its seat configuration	
30.2	Ability to modify seats selection charges	

30.21	Ability to define all type of categories of ATOs, CTOs, Call Centers, Consolidators, Corporates, Agents	
30.22	Ability to define booking by passenger types and assign discount for each type	
30.23	Ability to define time up to which booking can be made by codeshare partners	
30.24	Ability to define city pairs	
30.25	Ability to define:	
30.26	i. Baggage rules	
30.27	i. Baggage allowance based on passenger type, city pairs, cabin wise & fare basis	
31	User Login	
31.01	Unique Web based URL or Application for the Alliance Air PSS system.	
31.02	Home page display with the User id, Password & Alliance Air logo	
31.03	Display Alliance Air Aircraft image in the Home background	
31.04	User activity time out 15 minutes only	
31.05	User should be logged in with the User id with Alphabet / Numeric	
31.06	User must be logged in with the Password (Minimum 08 digit with combination of Alphabet , Numeric & Special character)	
31.07	User can attempt for the login at least 03 times if wrong password mentioned by the User	
31.08	On 04 times login attempt with a wrong password , the User id will be locked instantly & Pop up must be display to contact with the Airline Administrator	
31.09	Forget password option should be there in below of User login details.	

31.1	User can retrieve the Password instantly through the registered mobile number or Email id by the Forget password option with mentioning the User id & after getting the OTP in the registered mobile & Email. Then the New Password option & confirm password option will be displayed & needs to submit.	
31.11	The Popup of "You had successfully changed your login password" should be displayed after changed the password through the Forget password option.	
31.12	After login , the menu will be displayed (According to the privilege assigned to the User)	
31.13	User can change the language as per User choice (Multi language option)	
31.14	User last login details popup display with date & timing (Timing GMT wise as per GMT +0530 IST) Format HH:MM:SC & DD/MM/YYYY	
31.15	User Sign out option	
31.16	User guide & help option on each page in the CRS system regarding the information & process flow base on the subject mentioned on that particular page.	
32	Reservation Functionalities (Required for PSS CRS, B2B & B2C unless specified exclusively)	
32.01	Availability Request	
32.02	Configurable Time period for which the booking is available prior to the departure for different Point of Sale (POS), including code share partners (PSS only)	
32.03	Ability to support a ticketed GDS bookings (PSS only)	

33	Search of availability by	
33.01	City Pair and Date	
33.02	City Pair and First availability	
33.03	Cabin wise	
33.04	One Way / Return Option / Multicity & Open Jaw	
33.05	Selection number of Adult, Child, Infant	
33.06	Selection of concessionary PTCs:	
33.07	Senior Citizen	
33.08	Leave Travel Concession	
33.09	Armed Forces	
33.1	Govt. Award	
33.11	UMNR (In case of child alone travelling)	
33.12	Family & Friends	
33.13	Booking of Industry Discount (ID) / Agency Discount (AD) tickets, (For CRS)	
33.14	Frequent Flyer Booking (Millage award FFP)	
33.15	SOD (Staff of Duty) booking provision to book with Confirm & SA basis	
33.16	SOL (Staff on Leave) booking provision with Subject to availability (SA) basis.	
33.17	Code Share Booking	
33.18	Interline Booking	
33.19	Complementary , CSP , DGCA Observer booking	
33.2	26 RBD's must be accepted & displayed in the system	
33.21	Minimum Fare Basis codes at least 7 sub levels must be accepted in each RBD in the system	
34	Search of availability by	
34.01	Display of Lowest Fare	
34.02	Waitlist booking & ticket issuance of Passengers on specified RBD & Fare basis (CRS only)	

34.03	Force Past dated flight booking (Special Force privilege in CRS only)	
35	Availability Display should include	
35.01	Schedule details of city pair	
35.02	Available RBD's	
35.03	Conversion of fares to the another currency	
35.04	Fare Calendar – 7 days	
35.05	Terminal information with Airport name	
35.06	Flight frequency or number of days operation	
35.07	Number of flight Stopover with sectors & flight Departure/Arrival timing details	
35.08	Separate coupon status display as confirmed / SA(Subject to availability) / Waitlist / Rescheduled timing/ Flight Cancelled by Airline / Offloaded / Booking cancelled by User / No-show / Denied Boarding/ Flown/ Checked-in	
35.09	Booking cancelled Popup display (If searched flight from booking has already been cancelled by the Airline)	
35.1	Provision for the usage of Promo Code	
35.11	Passenger blacklist popup alert	
35.12	Able to book of the different pax by the same name if not listed under blacklist with valid reason	
35.13	Able to book the past dated flight (Special Force Privilege)	
36	Display & Selection of Fare / Fare families	
36.01	Total Fare along with Fare Breakup in pnr & ticket	
36.02	Fare details as per the specific Adult , Child & Infant	
36.03	Fare Rules / Restriction if any	

36.04	Provision to display fares in the required currency during Fare Quote (Currency & fares must be captured as per place point of sale)	
36.05	Free Check-in baggage & Hand baggage allowances must be reflect	
37 Insertion of Passenger Information		
37.01	Title (to be defined by Airline) , Salutation , First name, middle name and Last Name	
37.02	Date of Birth (Mandatory for all passengers type)	
37.03	Validation of Date of Birth to check the eligibility for travel as on the date of departure	
37.04	Provision to issue an Infant ticket to already issued adult ticket in the existing same pnr	
37.05	Mobile Number (Mandatory)	
37.06	Additional contact number (Optional)	
37.07	Email ID (Mandatory)	
37.08	Goods and Service Tax (GSTIN Details)– Should be made available if passenger wants to input the same	
37.09	Email id for the GST invoice	
37.1	Group name must be filled by the User (Mandatory for the Group booking 10 passengers onwards)	
37.11	Passport & Visa details(Mandatory in case of International flight booking)	
37.12	Passport number required if passenger is not Indian national for travelling in domestic sector while making booking. This provision must be there & system should allow in this case.	

37.13	Ability to insert a remark in the PNR (free text upto 150 characters and also to add multiple remarks) for new, modification, cancellation of booking (Except B2C)	
37.14	SSR , OSI inputs (As per IATA standard)	
37.15	Summery / Review of booking before proceeding for payment	
37.16	Time limit display with date , time & GMT as per local time of POS	
37.17	Pnr Auto cancelled after expiry the time limit	
37.18	Display the Office name with code of ATO/CTO/AGENCY/Website	
38 Multiple payment options		
38.01	Following payment options should be supported by the system in multicurrency	
38.02	Credit Card	
38.03	Debit Card	
38.04	Credit Note	
38.05	Cash (only for Airport or City offices)	
38.06	Wallets	
38.07	UPI / QR codes	
38.08	Net Banking	
38.09	Send invoice	
38.1	Partial payment (The total amount can be paid with the split small payment frequently during group booking)	
38.11	Single type of payment mode	
38.12	02 type of payment mode also can be accepted together & passenger can pay at the time of payment for ticketing (Only applicable in CRS system)	
38.13	Travel Agent Credit / Deposit balance (For B2B)	
39 Generation and Printing of Itinerary Receipt		

39.01	Configurable layout of the ITR based on industry requirement	
39.02	Inclusion of DGR & restricted prohibited item details	
39.03	Important information regarding travel details	
39.04	Space for Advertisement by the Airline	
39.05	Auto generation of Itinerary Receipt to passenger EmailID after any changes in booking , ancillaries	
39.06	Ability to use SMS confirmation of Itinerary to passenger mobile number	
39.07	Ability to download / print itinerary receipt in non editable PDF format	
39.08	Ability to print IATA Standard 2D Barcode (PDF 417, QR code, AZTEC, DATAMATRIX	
39.09	Ticket itinerary & booking conformation messages provision to sent in WhatsApp automatically after payment & manually provision must be there to sent in WhatsApp	
40	Modification of existing booking	
40.01	Retrieving of PNR	
40.02	Modification of PNR	
40.03	Sector (only in CRS)	
40.04	Date & Flight	
40.05	Ability to add / modify SSR and OSI	
40.06	Ability to add / modify Ancillaries	
40.07	Fare	
40.08	Modification of booking with penalties and collection of difference of fare if applicable	
40.09	Modification from Higher to Lower Fare not permitted	

40.1	Ability to provide the Waiver of the amount with applicable reason (In 350 words)	
40.11	Ability to name , title , gender , correction	
40.12	Ability to Contact , DOB info correction	
40.13	Ability to change the Passport & Visa details	
40.14	Ability to split the Passenger	
40.15	Ability to Split the Segment	
40.16	Ability to extent the time limit	
40.17	Ability to modify ticket validity	
40.18	Ability to change the RBD & fare basis code	
40.19	Ability to change the coupon status	
40.2	Ability to provide remarks	
40.21	Force Rebook beyond the time (Special force privilege in CRS only)	
40.22	Modification without any applicable charges (Special force privilege)	
40.23	Change of Passenger type (Upgrade & Downgrade Adult , Child,INF)	
41	Cancellation of booking (With applicable Penalties)	
41.01	Cancellation in CRS:	
41.02	Retrieving of PNR	
41.03	Ability to cancel a passenger on a PNR	
41.04	Ability to cancel one of the sectors on the PNR	
41.05	Ability to cancel entire PNR	
41.06	Ability to cancel SSR	
41.07	Ability to cancel Ancillaries	
41.08	Refund to passenger:	
41.09	As per the Mode of Payment	
41.1	Credit note (amount configurable) (For CRS)	
41.11	Cancellation and Refund to be considered as two different entries	
41.12	Details of Refund receipt with non editable PDF	

41.13	Pnr data details history	
41.14	Void payment & timing condition must be there	
41.15	Force void payment beyond the configured time (Special force privilege only on CRS)	
42	Flight Disruption Management	
42.01	Ability for bulk reaccommodation of passengers on one or more flights of same or different date and sector	
42.02	Ability for reaccommodation before day of departure, on the day of departure and after day of departure	
42.03	Ability for bulk reaccommodation of passengers from	
42.04	A particular flight	
42.05	A particular flight number over a date range	
42.06	A particular flight number on a particular day of the week over a date range	
42.07	Ability to re accommodate SSRs on alternate flight departures subject to availability of the SSR	
42.08	Provision for Alpha Numeric flight number	
43	Passenger Type Management (PTCs)	
43.01	Infant : (cannot be booked as a single passenger)	
43.02	Ability to define age up to which passenger is an Infant	
43.03	Ability to validate eligibility of infant based on date of birth	
43.04	No seat assignment	
43.05	Configurable number of infants per flight	
43.06	Ability to book infant with Seat(CHD Fare)	

43.07	Restriction of Maximum Infant booking in the backend configuration	
44	Child	
44.01	Ability to define age up to which passenger is a Child	
44.02	Ability to validate the date of birth of the passenger to check if he/she is a child	
45	Unaccompanied Minor	
45.01	Ability to define age range (e.g. between 5 and 12 years) upto which passengers can be UMNR	
45.02	Ability to validate the date of birth of the passenger to check if he/she is eligible as per above	
45.03	Ability to define UMNR handling charge	
45.04	Discounted Travel (ability to define booking types and discounts thereof)	
45.05	Staff on Duty & Staff on Leave (Ability to apply configurable discounts on base fare)	
46 . Fares & Taxes Module in the part on Reservation		
	Ability to define transaction charges based on the following:-	
46.01	Type of transaction	
46.02	Distribution channel	
46.03	POS (web sales to be identified by IP Address)	
	Ability to define :	
46.04	Flat transaction charge	
46.05	Transaction charge as a percentage of fare	
	Penalties & Cancellation charges :	
46.06	Ability to define penalties based on:-	
46.07	Change of date with different time band	
46.08	Change of flight	

46.09	Cancellation of PNR with different time band	
46.1	No-show	
46.11	DGCA rules	
	Ability to defined incentive and commission based on :-	
46.12	RBD	
46.13	Fare basis codes	
46.14	Sector	
46.15	Flight Number	
46.16	Date / Date range	
46.17	Percentage	
46.18	Fixed Amount	
	Ability to define and modify for: -	
46.19	Baggage rules	
46.2	Baggage allowance based on passenger type, city pairs, cabin wise & fare basis	
46.21	Ancillary Management	
46.22	Sale of ancillaries	
	Ability to create ancillaries based on:	
46.23	Sector	
46.24	Flight	
46.25	Departure airport	
46.26	Arrival airport	
	Ability to attach a charge for:-	
46.27	All SSR / Ancillaries	
46.28	Seat Selection	
46.28	Fare lock	
46.29	Pre purchase of baggage and seats	
	Ability to define baggage limit based on sector, passenger type	
46.3	Checked in	
46.31	Hand baggage	
46.32	Excess Baggage	
	Ability to define non-revenue fare :-	
46.33	Option of Refundable / Nonrefundable fares	
46.34	Corporate Fare	

46.35	Frequent Flyer	
46.36	Ability to group Fare Class, respective Fare Basis Rules and penalties to define fare families	
	Ability to define Taxes, Fees and Surcharges based on the following:	
46.37	Fixed amount / percentage	
46.38	In Headline currencies	
46.39	City Pair	
46.4	Departure Airport	
46.41	Arrival airport	
46.42	Type of passenger (PTCs)	
46.43	Days of week/ Date range	
46.44	Refundability	
46.45	Fare Basis Codes	
46.46	Ability to modify/add taxes and surcharges based on booking/travel dates	
	Ability to define transaction charges based on the following:	
46.47	Type of transaction	
46.48	Distribution channel	
46.49	POS (web sales to be identified by IP Address)	
46.5	Ability to define	
	Reservation Reports : (in Display , Excel , CSV , PDF format)	
46.51	Daily Sales Report (Office assigned station only) All station applicable for special privilege only	
46.52	Daily Transaction Report (Office assigned station only) All station applicable for special privilege only	
46.53	Agent Transaction Report	
46.54	IBE booking report	
46.55	Mobile app booking report	
46.56	VOID transaction report	
46.57	Booking Cancellation report details	
46.58	Flight cancellation report details	

46.59	RCS flight report (Schedule B & Schedule C format of RCS report configured by Airline)	
46.6	Refund report	
46.61	Waiver report	
46.62	Booking by Selling report	
46.63	Booking summary report (Numbers of booking)	
46.64	Contact report	
46.65	Passenger booking summary report	
46.66	Passenger summary report with all status	
46.67	Periodic Sales report	
46.68	Blacklisted passengers report	
46.69	SSR reports	
46.7	OSI reports	
46.71	Remarks report	
46.72	PNL / ADL report	
46.73	Reopen flight report	
46.74	Flown data report	
46.75	Outstanding amount passengers report	
46.76	B2B agent sale report	
46.77	B2B agent transaction report	
46.78	B2B daily transaction report	
46.79	Sub agent Deposit report	
46.8	Sub agent transaction report	
46.81	B2B Look to Book report	
46.82	B2B Refund report	
46.83	B2B TOPUP report	
46.84	Ancillary reports (Prepaid baggage , Reserved Seat charges , Extra seat charges & other paid / non paid ancillaries)	
46.85	Time limit booking report details	
46.86	Flight delayed report details	
46.87	Flight reaccommodated report	
SALES		
Travel Agent Management Module		
47	Agent Profile	

47.1	Create , Modify , delete, activate, inactive , Hold , Agent Name , Agent Code , Agent Address , City , Location , Agent Contact Numbers & Agent email ID's	
47.2	Default Currency based on agent's location	
47.3	List of agencies bulk excel uploader in one go , Display & Download provision of all agency list in Excel , PDF	
47.4	Type of agency - mandate IATA / NON IATA (Sub agency type B2B , B2C , Corporate , OTA , TMC , DMC, TOURS OPERATERS etc.)	
47.5	Access and control of Content Management System (CMS) of Travel Agent Portal	
47.6	System should have the capability of calculating commission for the agent on decremental/non decremental basis	
48	Ability to define and modify for:	
48.1	Promotions (Promo code) , Special fares time being	
48.2	Incentive agency wise(Specialty given by the Airline)	
48.3	Ability to define and modify ancillary incentives	
48.4	Corporate , SME booking provision	
48.5	Ancillary sale provision must be there during the Reservation & Ticketing	
48.6	Series Fare provision on specific RBD only for specific agent & specific sectors.	
48.7	Group Booking , Group indicator	
48.8	Hide Fare Basis as both flight specific & agency specific	

48.9	Provision for the addition of GST details during booking & also after booking	
49	Commission	
49.01	Ability to maintain different commission levels for each agent individually as per the travel agency profile	
49.02	Commission to be calculated on flat amount or percentage of Base Fare	
49.03	Provision to import bulk travel agents database into the system at the time of migration.	
49.04	Parent Agent / child agent/ Corporate /OTA	
49.05	Ability to allow travel agents to create users with various levels of roles and activities (e.g. Only booking / rescheduling/ cancellation facility , only transactions reports for accounts staff etc.) The master user id should have the facility to create sub user and give them selective privileges	
49.06	Provision for travel agent and users to change password after the first login & also any time	
49.07	Travel Agent Reservation Functionality	
49.08	In addition to the Reservation functionalities mentioned in Travel Agent should have the following features / functionalities:	
49.09	Parent Agent can create the booking as same as Child agent	
49.1	Ability for Parent Agent to be able to access the bookings done by the child agent & self	
49.11	Child agents to be able to access only their own PNRs on the same domain id	

49.12	Payment gateway to be integrated with Travel Agent Portal to support mode of payment for Ticket issuance using credit, debit card, net banking, Wallet & its agency deposit	
50	Settlement Control	
51	Travel Agent Credit	
51.1	Booking activities by child agents should result in auto adjustment of the credit limit of the Parent Agent	
51.2	Booking activities of the independent / Parent agents should result in auto adjustment of their own credit limit	
51.3	The above adjustment should take care of the commission and/ or Transaction Fee for the agent	
51.4	Any cancellation activity should result in auto adjustment to travel agency account after adjustment of the cancellation charges	
51.5	Agents should not be able to book beyond the Credit Limit & popup indicator must be there	
51.6	Configurable to Minimum balance to be maintained by the Agency	
52	Travel Agent Reports	
52.01	Should be able to generate its own agency related reports, child agents and users	
52.02	Comprehensive Daily Sales Report with complete breakup of Fares and other details like Passenger Profile, GST Number, Flight details	
52.03	Goods and Services Tax (GST) Reports	
52.04	Commission/PLB	
52.05	Transaction Reports with deposits and rollbacks and details of transaction fees	
52.06	Deposit Details	

52.07	Agent / User wise Activity Report	
52.08	Region wise Agents Activity Report	
52.09	Settlement Reports — Billings and settlements	
52.10	Reports on Refunds	
52.11	Provision to Download reports from Travel Agent Portal	
53	Requirements of Travel Agency Accounting	
53.01	Agency Deposit Updation Report should show depletion / updation of deposits / rollbacks after each transaction. This report should be user wise both Airlines and Agents	
53.02	BG value as well as BG balance should also be seen in the report so that at a particular time if any agent decides to retire, we should know how much is recoverable from that agent	
54	Group Booking Management	
54.01	Configurable minimum/maximum number of passengers on a group PNR	
54.02	Configurable time limit up to which names of passengers can be modified on a group PNR prior departure	
54.03	Partial Payment provision	
54.04	Restrict : Group booking split controlled by Airline only	
54.05	The original booked segment should not be cancelled in case of any modification after expiry of time limit in case of normal & group booking	
54.06	Domestic / International different fare rules & penalties implementation for Group booking	
55 Alliance Air Website		

55.01	IBE should start from Alliance Air's official home page and should be mobile compatible	
55.02	"Customer data privacy policy" & also the "Term & condition" acceptance through YES / NO option	
55.03	Reservation functionalities shall be the same as available	
55.04	Content management system (CMS)	
55.05	General header and footer with menu items that can be managed through the CMS	
55.06	Large image slider/ banners and moving notifications for promotions and offers	
55.07	Search widget with to, from, number of passenger, type of Passenger, promo code and Return/ One Way, multicity selections	
55.08	Lowest fare widget – displays a list of lowest fares based on a (in the CMS system) defined search Criteria	
55.09	News columns Content pages	
55.1	Free text content/html using pre defined heading and paragraph sizes. Add and upload images and content	
55.11	Support for multiple language and domains. Currently AAAL uses only English & Hindi	
55.12	Auto publishing based on date and time	
55.13	Media/ image upload handling	
55.14	Create custom forms for user inputs with various type of fields	
55.15	Lowest fare display (low fare calendar)	

55.16	Two levels menu in top menu with dropdown links to the contents (Interactive dropdown)	
55.17	Flight schedule (interactive time table display)	
55.18	Ability to select Concessionary passenger type	
55.19	Ability to select multicurrency	
55.2	Promo code	
55.21	Ecommerce	
55.22	Provide integration with website analytics tool	
56	Client Profile	
56.01	Register / Login	
56.02	Forgot Password	
56.03	Update Profile details	
56.04	List profile PNRs	
56.05	Prepopulate profile details in IBE	
56.06	Cargo Logistic booking login (Optional)	
56.07	SME/ CORPORATE/ AGENT / FREQUENT FLYER login	
56.08	Ability to provide Web Check in functionality	
56.09	Ability to provide Web Check in with charge for ancillaries	
56.1	Modification by passenger by verified with Captcha code & OTP	
56.11	date / flight	
56.12	cancellation	
56.13	Refund	
57	Penalties & Cancellation charges	
57.01	Ability to define penalties based on:	
57.02	Change of date	
57.03	Change of flight	
57.04	Cancellation of PNR	
57.05	No-show	
57.06	DGCA policy	
57.07	Cancellation Control	
58	Ancillary Management	
	Sale of ancillaries	

58.01	Ability to create ancillaries based on:	
58.02	Sector	
58.03	Flight	
58.04	Departure airport	
58.05	Arrival airport	
59	Ability to attach a charge for:	
59.01	All SSR / Ancillaries	
59.02	Seat Selection	
59.03	Addition of Infant	
59.04	Fare lock	
60	Other Requirements:	
60.01	Call center, ATO , CTO & IBE should have ability to access and modify all PNRs through Alliance Air website	
60.02	Credit card transaction done in booking office login should appear both in credit card transaction report as well as booking office report but should not be part of the booking office cash sales report	
61	Show more option details in the Website	
61.01	About us (Our Policies Our Company Our Management Route Map & Schedule Destinations Our Fleet CSR Initiatives Board of Directors Financials CVO	
61.02	Media (Photo Gallery Media Contacts Media Kit Awards Press Releases)	

61.03	Others (DGCA , Disclaimers , Feedback , Flight Status , MoCA , Passenger Charter , Privacy Policy , RTI , Tenders , Terms and Conditions	
61.04	Quick Links (Flight Schedule Tariff Sheet Restricted Baggage Baggage Information FAQs Forms and Downloads GST Invoice Refunds	
61.05	Travel Help (New Initiative Travel Guide Terms and Conditions Right To Information Passenger Charter Disclaimer Conditions of Carriage	
61.06	Services (Cargo Services Advertise with Us Group Booking Charter	
61.07	Contact Us (Airports Tenders Careers Corporate Office	
61.08	Seat Map (All type of Aircraft)	
61.09	Help&Support	
61.1	Interactive Photo Gallery(Like Alliance Air Award , Flight Inauguration , VVIP charter moment , Social work – Student flight visit , Office cultural program , Vigilance Awareness week , Performance & growth of Alliance Air)	
61.11	Guidelines of online check-in through the Help button must be there.	

61.12	Guidelines for online booking through the Help button must be there.	
62	Reports Module (in CRS)	
62.01	Ability to provide Data extracts / dump at periodic intervals	
62.02	System should have the ability to customize reports to extract information from all data capture points	
62.03	System should have the capability for login through various user levels for access of reports	
62.04	Revenue reports under different heads with Tax breakup	
62.05	Access to data related to Inventory control management generated on day to day basis	
62.06	List of Last Booked passenger, Cancelled passenger, group bookings, waitlist passenger	
62.07	Historical loads	
62.08	Travel agent activity report	
62.09	Sales reports	
62.1	Flight reports	
62.11	Flown data reports with fare breakup	
62.12	Payment related reports	
62.13	Codeshare / Interline reports	
62.14	RCS & VGF flights report (Report template configured by Alliance Air)	
62.15	Financial Reports	
62.16	MIS Reports	
62.17	User activity reports	
62.18	Blacklist reports	
62.19	Cargo Report	
62.2	FFP (Frequent Flyer program reports)	
62.21	Ticket booking report through AI Chat with details	
63	Call centre :	

63.01	The PSS must be capable enough to generate disruption alerts to the passengers through SMS & E-mail automatically, i.e. without having to manually trigger like what is happening today.	
63.02	WhatsApp message alerts also to be generated automatically for such disruptions. At present such messages are not in place, however work is in progress for WhatsApp message alerts, by IT.	
63.03	The PSS and the SMS, E-mail & WhatsApp servers must be integrated so that disruption related triggers are generated automatically the moment any change is done in the PSS.	
63.04	Similarly, the ticket / ITR must be sent to the pax E-mail ID with the revised timings in case of any change in the flight STD/STA.	
64	Finance Department:	
Real Time		
64.01	· Ticket sales, PNR-level details & revenue breakdown/Station wise	
64.02	· Ancillary revenue (baggage, seats, etc)	
64.03	· Refunds, cancellations & exchanges	
64.04	· Passenger uplift data (flown vs booked)	
64.05	· Credit card / UPI / digital payment transactions/All type of transaction	
65	Revenue Accounting Integration:	
65.01	· Real-time earned vs unearned revenue tracking	
65.02	· Coupon uplift matching & sales audit/Fare audit	
65.03	· Interface with third-party tools, e.g. Accounting softwares	

66	Billing & Settlement Needs from PSS:	
66.01	· Agent commission & incentive tracking	
66.02	· Credit card settlement & reconciliation	
66.03	· Direct customer invoicing & receivables	
66.04	· Daily sales register & cash collection reports	
67	Reporting, Analytics & MIS Needs	
	Title: Reporting & Business Intelligence Requirements	
67.01	· Daily/Monthly revenue reports by route, flight, channel, Tail wise	
67.02	· Yield & load factor analysis	
67.03	· Refund & no-show & cancelation analytics	
67.04	· Cost per passenger & route profitability	
67.05	Requirement: PSS must support export to Excel/Csv and API integration with ERP	
68	Compliance, Security & Audit Requirements	
68.01	· Full audit trail for every transaction	
68.02	· Data security & encryption	
68.03	· Role-based access control for Finance users	
68.04	· GST & statutory reporting support	
68.05	· Ensure API/real-time integration with existing Finance ERP	
68.06	· Implement automated revenue accounting feed	
68.07	· Define SLAs for data accuracy & timeliness	
69	Reports required- Frequency	

69.01	Daily/Monthly Sales Report, Ticket Sales Summary, Gross/Net Revenue by Channel / Point-of-Sale (DAILY,MONTHLY)	
69.02	Coupon Uplift/Usage Report, Earned vs. Unearned Revenue, Proration Reports (MONTHLY)	
69.03	Refund Transaction Report, Cancellation Summary, Credit Shell/Voucher Reports (MONTHLY)	
69.04	Agency Sales & Commission Report, & Settlement Reports (MONTHLY)	
69.05	GSTR Tax related report (Exempted and non -exempted) (MONTHLY)	
69.06	Tax Collection & Remittance Report, Passenger Service Charge/Fee Breakdown (MONTHLY)	
69.07	Sales vs. Settlement Reconciliation, Ticket Usage vs. Sales Audit, Discrepancy Reports (e.g., unreported sales, itinerary mismatches). B2B & B2C Sales reco. (MONTHLY)	
69.08	Passenger Load Factor Report, Revenue per Passenger (RPP/RASK), Yield Reports (MONTHLY)	
69.09	Ancillary Sales Breakdown (by type and flight) (MONTHLY)	
69.1	Automated Journal Entries / GL Interface File (MONTHLY)	
70	Airline Check-in & Passenger Handling System (Airport Operation)	
	<u>Core System Overview</u>	

70.01	The proposed solution must be a fully integrated Departure Control System (DCS) capable of handling:	
70.02	Baggage processing & reconciliation	
70.03	Boarding control	
70.04	Load control & seat allocation	
70.05	Real-time integration with reservation (PSS), airport & security systems	
71	Passenger Check-in System Requirements	
71.01	Airport Counter Check-in	
71.02	Real-time passenger retrieval via PNR / ticket	
71.03	Boarding pass generation with barcode (1D/2D)	
72	Passenger Segmentation & Special Handling (SSR Management)	
73	System must support Special Service Requests (SSR) with automated rules:	
74	<u>Mandatory SSR Categories</u>	
74.01	Ø Infants (INF), Unaccompanied minors UMNR	
74.02	Ø Wheelchair passengers (WCHR / WCHS / WCHC)	
74.03	Ø Expected Mother's	
74.04	Ø Elderly passengers/Meda Cases	
75	<u>Seating Rules Engine</u>	
75.01	Ø Restrict emergency exit row allocation: • Not allowed for infants / Expected Mother's / disabled passengers	
75.02	Ø Weight & balance consideration for aircraft safety	
76	Baggage Handling System (BHS + BRS Integration)	
	<u>Baggage Acceptance</u>	

76.01	Ø Automatic baggage weight capture from conveyor	
76.02	Ø Tag printing (barcode / RFID optional)	
76.03	Ø Free allowance validation/Excess baggage detection	
77	<u>Excess Baggage Collection</u>	
77.01	Ø Integrated payment options: POS machines/UPI / cards / digital wallets/Online pre-payment	
77.02	Ø Auto fare calculation based on:Weight / Piece Concept/ Route	
78	<u>4.3 Baggage Reconciliation System (BRS)</u>	
78.01	Ø Alerts for: • Offloaded passengers with baggage • Mishandled / delayed baggage	
79	Boarding Control System	
79.01	Ø Boarding gate scanning (barcode / biometric optional)	
79.02	Ø Real-time passenger reconciliation	
79.03	Ø No-show tracking	
79.04	Ø Final passenger manifest generation (live)	
80	Operational & Airline Control Features	
80.01	Load & Balance (LIVE)	
80.02	Ø Automated weight & balance calculation	
80.03	Ø Aircraft center of gravity management	
80.04	Ø Load sheet generation	
81	<u>Flight Management</u>	
81.01	Ø Passenger manifest/Crew interface	
81.02	Ø Real-time departure updates	
82	System Integration Requirements	
82.01	Ø Airport Operational Database (AODB)	

82.02	Ø Security systems (API/APIS)	
82.03	Ø Baggage Handling System (BHS)	
82.04	Ø Payment gateways	
83	Reporting & Analytics	
83.01	Ø Passenger load factor	
83.02	Ø Baggage mishandling reports	
83.03	Ø Revenue from ancillaries	
83.04	Ø Real-time dashboards	
84	PSS Feature Requirement	
84.01	Automated re-booking & voucher issuance	
84.02	One-click automated refund processing	
84.03	Auto-calculation of compensation	
84.04	Mobile-integrated Departure Control	
85	HELP DESK	
	User Experience & Workflow	
85.01	Intuitive Interface: Develop a highly user-friendly interface to minimize training requirements and optimize daily usage operations.	
85.02	Workflow Efficiency: Streamline the reservation and refund workflows to ensure faster processing time.	
85.03	Automated Pricing: Implement automated fare pricing to eliminate human error and reduce transaction time.	
85.04	SSR Integration: Ensure that all Special Service Request (SSR) fees are automatically calculated and reflected in the final fare.	
85.05	Refund Transparency: Ensure the system maintains compatibility with detailed fare breakdowns, particularly after a refund is processed.	
85.06	Integration & Synchronization	

85.07	OCC Connectivity: Maintain real-time integration with the Operations Control Center (OCC) for seamless data flow.	
85.08	Rapid PNR Updates: Optimize the backend to ensure Passenger Name Record (PNR) data updates occur in real-time without latency.	
86	Operations & Communications	
86.01	Web Check-in Resilience: Enable seamless web check-in for passengers, ensuring the system can handle schedule changes without disrupting the check-in process.	
86.02	Automated Notifications: Implement immediate, real-time automated messaging (SMS/Email) for flight cancellations, disruptions, and rescheduling.	
87	Advanced Reservation Management	
87.01	Validity Alerts: Implement system-level alerts to notify agents of PNR validity or expiry status when accessing a record.	
87.02	Flexible Fare Options: Include "Family Fare" options within the booking engine to provide more variety and assist in reservation management.	
88	DGCA Compliance & Regulatory Reporting	
88.01	Automated CAR Compliance: Built-in logic that triggers the necessary passenger rights (meals, hotels, compensation) based on real-time flight status.	

88.02	Real-time Reporting to AirSewa/DGCA: Seamless integration with regulatory portals to provide mandatory real-time operational data, reducing the need for manual reporting for each incident.	
88.03	Auditable Logs: Comprehensive, unalterable logs of every action taken by staff during disruptions, which are essential for internal audits and legal reviews.	
89	Operational Efficiency for Ground Staff (ATO/CTO)	
89.01	Mobile-First DCS (Departure Control System): Allowing gate agents to manage boarding, seat changes, and load control using tablets rather than being tethered to fixed workstations.	
89.02	Self-Service Kiosk Integration: Offloading simple tasks (check-in, baggage tagging) to self-service modules, freeing up ground staff to manage actual disruption scenarios.	
89.03	Data & API-First Architecture	
89.04	The PSS should not be an isolated silo.	
89.05	Robust APIs: For real-time updates to your website, mobile app, and third-party OTAs, ensuring passengers receive cancellation/delay notifications <i>before</i> they reach the airport.	
89.06	CRM Integration: A unified view of the passenger (including their history of complaints or status) allows staff to prioritize high-value or vulnerable passengers (e.g., unaccompanied minors, passengers with reduced mobility) during a mass disruption.	

89.07	Comparison of Feature Priorities	
89.08	Capability	
89.09	Disruption Handling	
89.1	Refunds	
89.11	Compliance	
89.12	Ground Ops	
89.13	Current Operational Need	
89.14	Backlog reduction	
89.15	Meeting DGCA CAR guidelines	
89.16	Minimizing manual errors	

Part B File attached. (Optional Requirement of the departments for PSS system).

Sr. No	Requirements Optional	Currently Available (Must be filled by the Bidder with YES / NO)	Can be provided within 04 weeks of LOI (Must be filled by the Bidder with YES / NO)	Can be provided within 07 weeks of LOI (Must be filled by the Bidder with YES / NO)	Remarks by the Bidder
		10	7	3	
1	(IT) Information Technology Requirements :				
1.1	Providing AI Chatbot for Mobile applications (Android/iOS) & Website regarding alliance air aviation limited				
2	SCHEDULING, SLOT MANAGEMENT & OCC Module :				
2.1	NEW PSS ALLIANCE AIR				
2.2	• Budget and Forecast Assessment				
2.3	o Generate leg-based flight costs and revenues				
2.4	o Consolidate flight data for preliminary flight schedule and calculate route profitability on live and budget schedule				
2.5	• Quotation Management				
2.6	o Ad hoc calculations based on customer requests for estimation and quotation purposes				
2.7	o Calculate profitability on individual flights and routes				

2.8	• Reporting				
2.9	o Key reports based on calculated cost, profit and operational figures				
2.10	o Leg based fuel report				
2.11	o Leg based pax report				
2.12	o Block hours				
2.13	o Flight hour reports				
2.14	o Direct operating cost reports				
2.15	• Handling				
2.16	• Landing				
2.17	• Over flight				
2.18	• Fuel				
2.19	• Pax tax				
2.20	• Cost per seat				
2.21	• Cost per flight hour				
2.22	• Catering per pax				
2.23	o Route profitability				
2.24	o Daily route performances				
2.25	o Budget reporting				
2.26	o Forecasts on route costs				
2.27	o Accounting reports				
2.28	o Expected expense reports				
3	Functional Scope of Schedule Management				
3.1	Multiple Schedules –Ability to maintain Multiple schedules with overlapping effective periods are maintained concurrently. This allows schedulers to work on partial or alternative schedules separately and if necessary, to combine them at a later stage. This flexibility increases airlines' operations efficiency and increases the quality of the schedules.				
3.2	Draft/Master and Live Schedules – Ability to publish Live Schedules and integrate with other modules as well as third-party systems. Draft Schedules be available as a work sheet for users to create scenarios. Master Schedules may be used especially for future planning and include long term flights and give option to compact view of options.				

3.3	New vs. Copy/Paste Schedules —ability for draft schedules to be created from scratch but also entirety or parts of an existing schedule can be copied and pasted in creating a new schedule				
3.4	Advance Schedule Comparison –System to allow multiple schedules or their selected portions to be compared and differences can be applied to a target schedule. The differences between the compared schedules be highlighted for visual recognition by the scheduler. Possible at least three different algorithms based approach for comparison purposes as illustrated below:				
3.4.1	• Simple Comparison – compares schedules based on flight designators				
3.4.2	• Compare by the route – compares schedules based on their routes; and				
3.4.3	• Compare by the route and flights - compares schedules based on their routes as well as their operational dates.				
3.5	Merge Schedules – System be capable to allow multiple schedules to be merged to form a new schedule, or a schedule to be merged into an existing one. The merge process to highlight conflicts during the merge, allowing the scheduler to choose between alternative actions. Undo Merge reverse the merge operation if needed.				
3.6	Export Schedule - System to support ability to export selected schedules or parts of them (e.g. rotations of a particular aircraft or rotations within a time period) in SSIM or other formats.				
3.7	Publish Schedule —System to support the selected schedule to be ‘published’, which generates the necessary ASM and SSIM messages automatically. Publishing function can be configured to execute feasibility checks automatically or on request.				
4	Live Schedule Management				

4.1	Security - Live Schedule can be maintained by authorised personnel under conditions that might be different to the maintenance of draft schedules.				
4.2	Edits to Live Schedule –System to allow edits to be made on the Live Schedule and highlight any such edits as ‘temporary change’ until approved.				
4.3	Configurable Change Reasons - ability to mark all the changes to the Live Schedule. Change Reasons can be displayed in different colour codes while viewing the Live Schedule.				
4.4	Apply Changes - Once the temporary changes are approved, changes made to the Live Schedule can published.				
5	Schedule Display Management				
5.1	Gantt Chart View – availability of Gantt to enable the scheduler to visualize flights in traditional Gantt Chart form with highlights that are important for the airline’s schedule planning purposes.				
5.2	Availability of multiple Gantt Chart editing functions such as the following help scheduler in complex editing operations:				
5.3	Drag and Drop -function to allow a number of flights to be dragged and dropped with a click making editing much easier than manual changes				
5.4	Copy/Paste - ability to allow leg(s) to be copied and pasted increasing efficiency				
5.5	Jump to Next Leg –ability to allow Gantt View to jump to the next leg with one click when there is a long period between two legs.				
5.6	Grid View - Grid view content can be configured and all the details regarding legs can be displayed in grid form.				
5.7	Flight information - Airport Slot and reservations statuses can be monitored on Schedule displays. (leg history, SSM history)				
5.8	Rotation Management				

5.8.1	System to allow comprehensive details about Rotations to be kept regardless of being a part of a Draft Schedules or a Live Schedule with additional details such as :				
5.8.2	Slot Status - whether the slot is confirmed, change/revise is requested, or new message is requested.				
5.8.3	Regulatory Authority Permission Status - whether the DGCA authority permissions are confirmed changed or a revise is requested.				
5.9	Leg and Rotation –System Ability to sustain aircraft rotation for it to be made up of one or multiple legs, each leg is defined by a set of features such as the following:				
5.9.1	Aircraft Type				
5.9.2	Aircraft Registration				
5.9.3	Flight Date				
5.9.4	Flight Number				
5.9.5	Departure and Arrival Port				
5.9.6	Service Type – to differentiate between charter, scheduled, maintenance and other IATA standard service types				
5.9.7	Flight Suffix –to support service types that are used by the airline but not supported by IATA standards				
5.9.8	Reporting Group Name – used to categorise rotations so that they can later be used during the reporting processes				
5.9.9	Flight Group – to support multiple subsidiary airlines' schedules				
5.9.10	Revenue/Non-Revenue Flights – to categorise rotations so that they can later be used for operational or reporting purposes.				
5.9.11	Scheduled Time of Departure (STD)				
5.9.12	Scheduled Time of Arrival (STA)				
5.9.13	Load Factor –load factor of the leg applicable for Live Schedules				
5.9.14	Slot Status – attribute be applicable for Live Schedules				

5.9.15	Feasibility check status – whether the rotation complies with the given feasibility rules.				
6	Operations on Single or Multiple Rotations – Aircraft swaps, status updates or departure time changes of chosen legs can be done efficiently.				
6.1	Search options based on following attributes of a leg be available as far as possible :				
	i) Date or a date range				
	ii) Departure/arrival ports				
	iii) Flight number				
	iv) Day of week				
	v) Service type				
	vi) Aircraft type				
	vii) STD				
	viii) STA.				
6.2	Leg Creation & Editing – System to allow the scheduler to create legs and rotations easily. Once the validity period, day of week and aircraft type is selected, system to automatically create all the relevant instances/scenarios/probabilities.				
6.3	Option to have system prompts to facilitate editing options more efficient.e.g.if a departure time is given, arrival time be calculated automatically based on historical record of operations on a sector and corresponding Block time. Similarly, once a leg is created, suitable prompt for return leg be generated factoring in Block time(s) and Standard defined Ground time for a station without manual intervention. However, the scheduler can choose to change the return flight details or ignore the prompt and add a connecting leg instead.				
6.4	Any additional features that facilitate capabilities while also increase the efficiency of editing and eliminate errors/mistakes in the entire process.				
7	Feasibility Management				

7.1	Feasibility constraint alarms/prompts to identify errors/violations in schedule/rotation regarding Schedule feasibility based on :				
7.2	• Station/airport Continuity				
7.3	• Aircraft Validity				
7.4	• Aircraft Availability				
7.5	• Flight Number Duplication				
7.6	• Airport Rules				
7.7	o Minimum Ground Time (by fleet, sub-fleet and service type)				
7.8	o Port Curfew Restrictions				
7.9	o Port Aircraft Restrictions				
7.10	• Block Times (by season and fleet type).				
7.11	• Any other airline defined Feasibility checks				
7.12	Authorised users can configure SP so that the selected rules are applied.				
7.13	System to have option for Feasibility checks in :				
7.14	• Real-time editing – which is applied during the editing and can be turned on and off. While having the real-time feasibility check for errors to be identified immediately and also to be can be fixed instantaneously.				
7.15	• On request – which can be triggered at any time on any schedule.				
7.16	Identified mistakes are highlighted so that the scheduler can take a correcting action.				
8	Slot Management				
8.1	Module to manage all slot messages within a complete compact solution.				
8.2	• SIR message Request/ Import				
8.3	• SMA/SCR message generation				
8.4	• SMA/SCR message processing				
8.5	• WIR/WCR message management				
8.6	• Discrepancy reports to analyze slot status.				
8.7	• Control screens to control coordinator responses.				
8.8	• Integrated with Schedule Planning set up to track slot status.				
9	Functional Scope of OCC Module				

9.10	OCC user module provides following functionalities:				
9.11	Ability to add security parameters for rule sets to create different types of users.				
9.12	Ability to create new roles for Operator, Dispatcher, and report users.				
9.13	Ability for System definitions and capability to Add / Amend/Edit users.				
9.14	Ability to create multiplier rule sets to manage operations.				
10	Operations Management Module				
10.1	Operations Management Module to provide following features and functionalities:				
10.2	Multiple search options.				
10.3	All flight properties can be changed on a single menu.				
10.4	Colored graphical view for live flights.				
10.5	Users can list daily flights.				
10.6	Grid view and graphical view.				
10.7	Daily flight update.				
10.8	Customizable views and reports.				
10.9	Flight changes history.				
10.10	Automated Feasibility check option.				
10.11	Ability for Daily Live schedules can be stored, viewed, checked, and updated.				
10.12	A log history is kept for all updates.				
10.13	SSM/ASM messages for updates are created.				
10.14	Each service type is denoted by a different color.				
10.15	Define a new flight on selected dates.				
10.16	Update flights periodically.				
10.17	Advanced reports.				
10.18	Flexible print out options.				
10.19	System be able to generate real-time notification handling with automated messaging for any update.				
10.2	Setting the level of details shown on legs.				

10.21	Change on multiple flights can be done such as Time Shift, Status Change, Aircraft Swap.				
10.22	Automated error controls for minimizing the user mistakes.				
10.23	List available aircraft in Grid mode or view them in Gantt Chart.				
10.24	Automatic flight info updates.				
10.25	Filtering flights by flight hours, ports and other identifying parameters.				
10.26	View available legs on time format.				
10.27	List and view graphs of the schedule with all actions (Departed, in the air, arrived, etc.).				
10.28	Daily schedule updates followed by generation of ASM messages.				
10.29	Handling of incoming SITA messages (MVT, LDM and others).				
10.3	Acquires and stores Computed Flight Plans automatically.				
10.31	Display aircraft availability.				
10.32	Warnings (Curfew violation, Need DLA, Missing ATD, MVT Msg. Needed MEL/CDL Item, Weather Warning, Different CAD).				
10.33	Sliding Text to warn, inform and share important information with the users.				
10.34	Alerts to the users whether the changes are performed on SP or OCC for flights.				
10.35	View actual OTP (On-time performance) on Gantt format.				
10.36	See the weather conditions of the selected airport on Gantt format.				
10.37	Viewing runway directions of the selected airport and comparing it with actual wind direction based on aircraft wind limits (crosswind, tailwind).				
10.38	Flight monitoring.				
10.39	Proposes which flights to be merged together with Flight Merge function.				
10.4	Temporary changes can be saved and loaded as a scenario.				

10.41	• Crosswind and tailwind limits for Departures and Arrivals.				
10.42	• Analyzing historical wind data graphically with Port Wind history feature.				
10.43	• Passenger Load information.				
10.44	• Cargo and DGR information.				
10.45	• Weather Analysis Pages , warnings, and statuses.				
10.46	• Reports can be sent directly with Sending e-mail Feature and PDF conversion is supported.				
11	Messages Module				
11.1	Messages module supports the following:				
11.2	• Automatic SITA Telex, Email, Acars, Afirs, MVT, LDM processing.				
11.3	• Error Messages updates and re-processing.				
11.4	• Manual editing option for MVT details for missing telex messages.				
11.5	• Data input to log report.				
11.6	• Obtain information automatically from / to OCC for flights covered in a log report.				
11.7	• Send SMS and Email.				
11.8	• Send SMS to Cockpit & Cabin crew.				
11.9	• Send DLA/CNL Message.				
11.10	• Flight times covered in the log report.				
11.11	• Crew Information aggregated by task types.				
11.12	• Fuel Information.				
11.13	• Notes by the captain.				
11.14	• Printing log report.				
11.15	• Application Programming interface e.g OCC, CMS and Engineering planning interface in real-time.				
Schedule Creation-Modification ,Inventory,reports and Fares and Pricing :					
23.	Schedule Creation and Modification				
	Schedule Management				
23.1	- Connecting flights				

23.2	- System should have the ability to import and export SSIM, SSM files				
23.3	Schedule can be created by specifically as per the Scheduled , Charter , Additional flight with their own identification of code.				
23.4	Provision to mention flight OPEN , CLOSE , HIDE , NON OPERATIONAL in the flight indicator accordingly as per the moment.				
23.5	Provision to check & download the cancelled flight data by the airline, Active flight data in display & excel file with date range.				
23.6	Provision to check the list of Additional flight , Charter flight & Schedule flight data with details searched by the date range.				
24	Schedule Changes				
24.1	- Ability to change the flight number				
24.2	- Ability to change the routing of the flight without cancelling it				
24.3	- Ability to cancel the flight (complete flight/Partial)				
24.4	Ability to cancel the particular single sector in the multiple sectors				
25	Flight Disruption Management				
25.1	- Ability for bulk re-accommodation of passengers on one or more flights of same or different date and sector, split re-accommodation				
25.2	- Ability for bulk re-accommodation of passengers from a particular flight, a particular flight number over a date range, a particular flight number on a particular day of the week over a date range				
25.3	- Ability to re-accommodate SSRs on alternate flight departures subject to availability of the SSR				
26 Inventory Module					
26.1	Seat Inventory				
26.2	- Automation of Revenue Management System				
26.3	- Multiple Cabin / Class				

26.4	- Auto capacity adjustment for multi-sector and round robin flights based on defined parameters				
27	Ability to nest RBDs based on				
27.1	- Ability to release seats for a particular POS as well as for a particular channel				
27.2	- Ability to manage interline/Code share inventory based on different airline partners				
28	SSR Inventory				
28.1	AI based tools to automate for Inventory and Pricing.				
29	Code Share / Interline ability (Reservation)				
29.1	- One-way free flow Code-Share with NAVS or equivalent functionality with PNL/ADL generation and Post Flight Message processing, where in Alliance Air will be the operating carrier				
29.2	- Ability to provide for interactive updating of coupons in a one-way code share / interline agreement				
	FARES & TAXES MODULE :				
30	Ability to define/ modify fares on the basis of the following:-				
30.1	In multiple currencies				
30.2	Flight Time				
30.3	Day of the week				
30.4	Fare bundling (Combination of Ancillary. SSRs)				
30.5	Frequent Flyer Fares				
30.6	Link Fares as per Industry practice				
30.7	Blackout dates				
30.8	Codeshare fares				
30.9	Specific group fare with separate rules				
30.10	Ability to calculate distance between Origin and Destination in Aeronautical miles/ Kilometers				
30.11	In multiple currencies				
30.12	Ability to provide Fare Lock Option based on Distribution channel with different fixed or percentage penalty charges				
31	Penalties & Cancellation charges				
31.1	In multiple currencies				
32	Ancillary				

33	Ability to define:-				
33.1	Hand Baggage Only				
34	Ability to create ancillaries based on:				
34.1	Different Charge For different channel				
35	Setting:				
35.1	Auto deletion enable / disable provision on each Blacklist passenger during blacklist after completing of time period of Blacklist				
35.2	Terminal setting				
35.3	SSR, OSI , REMARKS setting				
36	User Login				
36.1	Important information pop up display in the Home page (Privilege of access for the Popup updation by the Alliance Air)				
36.2	User can change the theme as per User choice (Light / Dark / Soft)				
36.3	User can change the Background colour as per user choice				
36.4	User can change the words colour as per user choice				
	Reservation Functionalities (Required for PSS CRS, B2B & B2C unless specified exclusively)				
37	Fares & Taxes Module in the part on Reservation				
37.1	Reservation Reports : (in Display , Excel , CSV , PDF format)				
37.2	AI chat bot booking report				
38	SALES				
39.1	Travel Agent Management Module				
	Agent Profile				
39.2	IP address restriction for system access				
39.3	Agency registration form for the enrollment in Alliance Air with provision for upload documents. Bidder to create URL for this purpose				
39.4	Lock agency periodically date range and also provision for Permanently lock with reason tab (350 words)				
39.5	Provision to Blacklist agency with reason				
40	Ability to define and modify for:				
40.1	De-check provision must be there by the agency side. (Instantly SMS must be received to the passenger accordingly in this case)				

40.2	Void payment for certain time				
41	Commission				
41.1	Ability to define and modify convenience / transaction fee				
41.2	Two steps verification during login				
42	Settlement Control				
43	Travel Agent Credit				
43.1	Credit limit for each Parent Agent/ Independent agent				
44	Requirements of Travel Agency Accounting				
44.1	Transaction fees on bookings payable to Agents should not impact the deposit balance of the agent. The available balance shown after deducting the fare will be without deducting transaction fees				
45	Group Booking Management				
45.1	Configurable Time Limit of the Group PNR				
46 Alliance Air Website					
46.1	Ticketing through AI Chat through Website				
47	Airline Check-in & Passenger Handling System (Airport Operation)				
48	<u>Core System Overview</u>				
48.1	Passenger check-in (airport, web, mobile, kiosk)				
49	Passenger Check-in System Requirements				
49.1	Automated seat allocation with override capability				
49.2	JUMP seat allocation through DCS (If Operational requirement required in future)				
50	<u>Web / Mobile Check-in</u>				
50.2	- Ø Check-in window configurable (e.g., 24–48 hrs before departure) - Ø Seat selection via dynamic seat map - Ø Digital boarding pass (email / mobile wallet) - Ø Real-time sync with airport DCS - Ø Capability to: Add baggage, Purchase add-ons, Update passenger details				
51	<u>Seating Rules Engine</u>				

51.1	Ø Auto-seat grouping: - Families together - Special assistance passengers near aisles				
52	Baggage Handling System (BHS + BRS Integration)				
53	<u>4.3 Baggage Reconciliation System (BRS)</u>				
53.1	Ø End-to-end baggage tracking (check-in → loading → arrival)				
53.1	Ø Ensure passenger-bag match compliance (ICAO standards)				
53.2	Ø Real-time baggage status visibility				
54	Boarding Control System				
54.1	Ø Priority boarding handling/Special passengers				
55	System Integration Requirements				
55.1	Ø Government / immigration systems				
56	Security & Compliance				
56.1	Ø IATA & ICAO compliance				
56.2	Ø Data privacy (GDPR / local laws)				
56.3	Ø Audit logs				
56.4	Ø Fraud prevention				
56.5	Ø Secure passenger data handling				
57	User Experience Requirements				
57.1	Ø Fast processing time ($\leq 2-3$ mins per passenger)				
57.2	Ø Intuitive UI for staff				
57.3	Ø Multilingual passenger interface				
57.4	Ø Minimal training dependency				
58					
58.1	Fast re-accommodation of 40+ pax				

ANNEXURE-III

Information Technology Requirement – General

Bidder to fill this Annexure based on System Requirements to handle the Software

Sr. No.		Details
1	Hardware configuration	
1.1	Web Server	
	Type of CPU (XEON / RISC or any other)	
	No. of CPUs	

	CPU speed	
	RAM installed and max size	
	HDD type and capacity with max size	
	System turnaround time per transaction Minimum Maximum	
	Volume handling capacity (Maximum inputs / second)	
	Located in: India Outside India	
1.2	Application Server	
	Type of CPU (XEON / RISC or any other)	
	No. of CPUs	
	CPU speed	
	RAM installed and max size	
	HDD type and capacity with max size	
	System turnaround time per transaction Minimum Maximum	
	Volume handling capacity(Maximum inputs / second)	
	Located in: India Outside India	
1.3	Database server	
	Type of CPU (XEON / RISC or any other)	
	No. of CPUs	
	CPU speed	
	RAM installed and max size	
	HDD type and capacity with max size	
	System turnaround time per transaction- Minimum- Maximum	
	Volume handling capacity (Maximum inputs / second)	
	Located in: India Outside India	
2	Software	
2.1	Operating System	
	- Web Server	
	- Application Server	
	- Database Server	
2.2	Application Server Software	
2.3	Thin Client Software	
2.4	Database type	
2.5	Language used for development of application software	

3	Communication	
3.1	Internet Based - Specify ISP bandwidth	
3.2	Travel agents / call Centre executives / airline office connectivity	
	a. Browser based	
	b. VPN based	
	c. Thin / fat client solution	
3.3	Any other communication options such as SITA / ARINC	
4	Connectivity with DCS	
4.1	Connectivity with remote DCS (Name of airports and DCS service providers with whom connectivity exists)	
4.2	Details of Airlines using Bidders DCS	
4.3	Details of Airports in which Bidders DCS has already been implemented	
5	Connectivity with SITA / ARINC	
5.1	Type of connection / protocol	
6	Revenue Accounting	
6.1	Availability of the application with broad functionality	
6.2	If not, mechanism to transfer revenue data to Revenue Accounting System	
7	Clientele	
	Names of Airlines and other clients with no. of years of operation, contact names and addresses	

Note: Bidder can add any other information to the above mentioned list

Annexure-IV

Submission of Financial Bid

Financial Bid in response to Tender no: Tender/Alliance Air/PSS/2026			
		(Amount in INR in figures)	(Amount in INR in words)
PART A	Fixed One Time Cost		
	One Time Costs which includes but not limited to:		
1.	System Setup		
2.	Interface to Payment Gateways		
3.	Integration of 50+ Online Travel Agents (OTAs)		
4.	Costs of Project Management Team during Planning, Testing & Implementation		
5.	Migration of the required data related to current Reservation & Distribution system		
6.	Cost of man hours towards customization during implementation upto Go-live		
7.	Cost of training 5 batches of 10 trainees to be provided which may be utilized for training End-users or Trainers (to be completed before cutover/ go-live)		
8	Enabling and Establishment of interface with:		
a.	Fraud Prevention Tool		
b.	Airline Revenue Accounting		
c.	Any Other Costs like licensing fees etc.		
09.	Cost for providing Native Mobile Application (both iOS & Android)		
10.	Cost of hosting the website		
11.	O & D System (Origin & Destination)		

PART B	<u>Recurring Charges</u>	
	(Includes but not limited to Scope of Work, Maintenance of both current & migrated data, upgradation & maintenance of Hardware, Post-Warranty Product support, bandwidth cost)	
	Slab to be quoted per Boarded Passenger for PSS & DCS	Rates per Boarded Passenger in INR (in figures and in words)
Slab 1	0 to 1.5 million	
Slab 2	>1.5 up to 1.65 million	
Slab 3	>1.65 up to 1.80 million	
	Note: 1. The taxes and levies should be mentioned separately	
	2. Please provide the rates in figures and in words	
	Any other recurring charges	

Note:

- Financial Quotes must be in **Indian Rupees (INR) only**.
- **Pricing Structure:** Bidders shall quote a **One-Time Implementation/Migration Cost** and a **Per Flown Passenger Charge** across volume slabs.
- **Foreseeable Services Compliance:** Rates quoted must cover all foreseeable operational aspects of PSS, IBE, and DCS. Rate-only lists shall NOT include any service essential for system operations.
- **Actual Billing Rule:** The financial evaluation table below is solely for arriving at the L1 Bidder. Billing will strictly be calculated as:

Monthly Invoice Amount:- (Actual Passengers per month) x (Contracted Unit rate)+ Applicable taxes

PART C	<u>Other Cost – These costs will not be considered for evaluation</u> <u>The costs mentioned will be effective during the tenure of</u> <u>the Agreement</u>	Rate per Integration (INR)	Time required to complete the integration
1	Cost for additional integration with any of the following		
	a) Payment Gateway		
	b) OTA		
	c) Third party Ancillary Service Provider		
2	Cost for any additional one-way codeshare setup		
3	Cost for any two-way code share setup		
4	Cost for interline setup		
5	Cost for additional training		
6	Cost of integration with bank or Third party vendor to provide automated (configurable) dynamic currency update		
7	Cost of Payment Gateway integration with TA Portal to support auto update of Travel Agency balance		
8	Cost for customization of Reports		
9	Cost for onsite Project Manager / Domain Experts on monthly basis		
10	Provision for additional field for Promo code		
11	Cost of per man hours towards additional customization / development beyond 300 free man hours annually		
12	CRM-Customer Relationship Management, including integration with AAAL call centre's CRM		
13	Cargo management platform		
14	Integration with third party service providers providing ancillary services		

General conditions:

1. The Bidder to specify PB rate (**per boarded passenger**) for all slabs in Part B. This rate will be excluding taxes and levies. Taxes should be shown separately.
2. Rates should be provided in Figures and Words. Bidder to take note that if there is a difference in words and figures then words will be taken as final quotation.
3. Any boxes left blank will be deemed to be considered as NIL cost and will be treated accordingly. Bidders may on their own indicate nil costs if any.
4. AAAL may negotiate the rates quoted under Part A & B for any specific assignment as deemed necessary.
5. The rates mentioned under Part C will only be for quote purpose. This would not be considered for determining Successful Bidder.
6. All payments by Alliance Air Aviation Ltd to the Indian Service Provider shall be subject to deductions under Indian Laws & regulations from time to time.

7. The Financial Bid must be complete in all respects as mentioned in the tender conditions. The representation for inclusion of any other cost whatsoever will not be accepted by Alliance Air Aviation Ltd after the Bid submission date.
8. Only those Costs mentioned under Part A& Part B of the annexure above will be taken for evaluation.
9. The rates quoted will be valid for the entire period of the Contract.

We have studied and understood the terms and conditions outlined in this Tender and shall confirm the same.

Thanking you,

Sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Seal:

Date

ANNEXURE-V

UNDERTAKING CERTIFICATE (ON BIDDER'S LETTER HEAD)

I/We hereby certify that, I/we have studied and understood the terms and conditions of the **Tender No: Tender/Alliance Air/PSS/2026** for a **Passenger Service System (PSS) - Reservation, Inventory and DCS provider** and agree to abide by the same unconditionally.

- 1) Having examined the conditions of the **Tender No: Tender/Alliance Air/PSS/2026** for a **Passenger Service System (PSS) - Reservation, Inventory and DCS provider**, I/We qualify under the minimum eligibility criteria as stated in Annexure-I of the said Tender and offer to undertake the Services contemplated therein in Annexure-II and Annexure-III, in conformity with the conditions of the Tender.
- 2) I/We undertake to complete and deliver all the Services comprised in the Tender and particularly Annexure-II & Annexure-III and agree to abide by the conditions of the Tender.
- 3) We undertake to offer our latest version of the software (PSS) currently in Production and being used by our clients(Airline).
- 4) We undertake that any changes made to the points/functionalities mentioned in the Tender would lead to disqualification of the Bidder.
- 5) I / We confirm that I / we do not have any relative, who is an employee of AAAL or its associates/ parent company and is likely to benefit us during the award / implementation of the Contract.
- 6) I / We also confirm that any subsequent detection of direct or indirect beneficiary of any application / award of any Contract to any employee of the organization may result in disqualification / termination as the case may be. AAAL will have the sole discretion to do so and such cases cannot be referred for arbitration.
- 7) I / We also confirm that I/We have not been blacklisted, debarred by and PSU/Govt. agencies.
- 8) I/ We confirm that the prices charged for the Services supplied under the Contract should under no event be higher than lowest prices at which We, the Bidder provide the service of identical work scope / description to any other Airlines / Govt. organization/ PSU's / Central Govt. / State Govt. Autonomous bodies/ Central/ State Universities/ Central/ State Institutions during the period of Contract failing which the "FALL CLAUSE" as provided in the Tender/ Contract will be applicable. In case, if the price charged by the Bidder is more, the Successful Bidder will provide an Undertaking providing AIL to exercise the right to recover the excess charged amount from the subsequent/unpaid bills.
- 9) Details of Bidder& authorized person signing the tender document
 - a) Details of Bidder
 - i) Name:
 - ii) Registered Address/Principal place of business address.....
 - iii) Website Address.....(If applicable)
 - b) Details of Authorized contact person
 - i) Name:.....
 - ii) Designation:
 - iii) Phone No.:.....
 - iv) Mobile No.:.....
 - v) Email Address:
 - vi) Fax No.:

Datedday of2026

Signature.....in the capacity of.....

Name.....

Is duly authorized to sign Tenders for and on behalf of.....

AUTHORISED SIGNATORY

Name of the Bidder

Bidder's Common Seal &Signature

ANNEXURE – VI

AUTHORIZATION LETTER FOR ATTENDING FINANCIAL BID OPENING

To
 Head of Marketing
 Alliance Air,
 Delhi.

Dear Sir/Madam,
 This is with regard to the **Tender No: Tender/Alliance Air/PSS/2026** having the Closing Date

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

Sr. No.	Full Name	E. Mail ID	Contact No.	Signature

Signature:

Authorized Signatory's Name and designation.....

Bidder's Name and Common Seal

NOTE:

1. Permission for entry to the Hall where bids are opened may be refused incase authorization as prescribed above is not received within two (2) days from the date of opening of the Technical/Financial bid.
2. The authorized representatives, in their own interest must reach venue of opening well in time.
3. The authorized representatives must carry a valid photo identity issued by the Government of India or any other applicable government. In the event such photo ID is not produced when demanded by Alliance Air for verification, the same may lead to denial of entry by Alliance Air for the purpose of bid opening.
4. Separate authorization letters would be required for Technical and Financial Bid opening.

ANNEXURE-VII

BID SECURITY DECLARATION FORM

(To be submitted on the Bidder's Letter Head)

Date: _____

Tender Reference No.: _____

To
Alliance Air Aviation Limited,

I/ We, the undersigned, declare that:

I/ We understand that according to your conditions, Bids must be supported by this Bid Security Declaration.

I/ We accept that I/ We maybe disqualified from bidding for any contract with you for a period of one (01) year from the date of such notification/ intimation to us in the event I/ We are found to be in breach of the terms, conditions and obligations of this Tender due to any of the following reasons:

- a) If I/ We have withdrawn/ modified/ amended our Bids, or have impaired or derogated from the Tender conditions or our submitted Bids during the Bid validity period; or
- b) If I/ We have been notified about the acceptance of our Bid and have been awarded the letter of intent for execution of the Contract pursuant to the bidding process during the Bid validity period and I/ We either (i). fail to accept the letter of intent or execute the Contract and/ or (ii). fail to furnish the requisite Security Deposit/ performance security in accordance with the instructions given to the Bidders.

I/ WE understand that the Bid Security Declaration shall cease to remain valid in case I/ We are not the Successful Bidder, upon earlier of (i). the receipt of your notification regarding the name of the Successful Bidder; or (ii). thirty days of the expiration of validity of my/ our Bid.

Signed:

[Insert name and capacity of the person authorized to sign]

Duly authorized to sign on behalf of the [insert complete name of the Bidder]

Date on this (*) day of (*) month, 2026

Corporate seal of the Bidder

ANNEXURE VIII - NON-DISCLOSURE AGREEMENT

(To be executed on non-judicial stamp paper of requisite value)

This Non-Disclosure Agreement (this “**Agreement**”) is made on this _____ day of _____, 2026 (“**Effective Date**”) at _____.

BY AND BETWEEN

ALLIANCE AIR AVIATION LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at (hereinafter referred to as “**AAAL/Disclosing Party**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the ONE PART.

AND

_____, a company incorporated under the provisions of the Companies Act, 1956, bearing CIN (*) with its registered office at _____ (hereinafter referred to as “**Recipient**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the OTHER PART.

Or

(*), a Limited Liability Partnership, incorporated under the provisions of the LLP Act, 2009, bearing CIN (*), with its registered office at (*) (hereinafter referred to as “**Recipient**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the OTHER PART.

Or

(*), a registered partnership firm, incorporated under the provisions of the Partnership Act, 1932, bearing registration No. (*), with its registered office at (*) (hereinafter referred to as “**Recipient**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the OTHER PART.

Or

(*), a sole proprietorship firm, with its principal place of business at (*) (hereinafter referred to as “**Recipient**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the OTHER PART.

(As the context may require, both parties hereto collectively referred to as the “Parties” and individually as a “Party”).

WHEREAS:

- A. AAAL is inter-alia engaged in the business of transportation services of passenger and cargo to and from various permitted destinations in India & abroad in accordance with the permissions and approvals granted by the Director General of Civil Aviation, India.
- B. The Recipient is inter-alia engaged in the business of providing integrated services and solutions to corporations in the areas of PSS designed to support the travel industry (“**Services**”).
- C. AAAL had issued a Tender bearing No. (*), wherein bids were invited for Appointment of a Service Provider for providing Passenger Services Systems (PSS) for AAAL.
- D. Whereas, the Recipient submitted its bid for the said Tender and was subsequently awarded a service agreement dated (*) (“**Service Agreement**”) for the aforesaid work, after scrutiny of its technical and commercial bid by AAAL.

- E. During the provision of Services under the Service Agreement, the Recipient may have access to/receive certain technical, non-technical, financial, business and other Confidential Information (*defined hereunder*) of AAAL.
- F. Thus, the Parties recognize that there is a need to protect such Confidential Information from unauthorized use and disclosure and accordingly, have decided to enter into this Agreement to establish and set forth the obligations of each Party with respect to any such Confidential Information.

NOW THEREFORE, in consideration of the above premises the sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **Definitions and Interpretation.**

1.1 **Definition.**

- a. **“Confidential Information”** shall mean any and all information disclosed to, or otherwise acquired or identified or observed by, Recipient including its affiliated companies, directors, officers, employees and agents of such affiliated companies (collectively, **“Recipient's Representatives”**), from and its affiliated companies, relating to the business of AAAL, whether communicated in writing, orally, electronically, photographically, or in recorded or any other form of media, including, but not limited to, all sales and operating information, employee and other human resource information, customer/ passenger information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices, and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright or any other intellectual property right or any manifestation (in any medium) of any of the foregoing which now exist or come into the control or possession of the Recipient. The term **“Confidential Information”** does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by Recipient in breach of this Agreement; (ii) was available to Recipient on a non-confidential basis as shown in written records prior to its disclosure to Recipient by AAAL; (iii) becomes available to Recipient on a non-confidential basis from a source other than AAAL; provided that such source is not bound by a confidentiality agreement with AAAL or is otherwise prohibited from transferring the information to Recipient by a contractual, legal or fiduciary obligation; or (iv) is independently developed by Recipient without any use of or benefit from the Confidential Information and such independent development can be documented by Recipient with written records.

1.2 **Interpretation.**

- a. The term **“Recipient”** for the purpose of this Agreement shall mean to include the permitted sub-contractor by AAAL and its employees, agents, directors, officers and personnel.

2. **Scope and Term.** This Agreement is executed for the purpose of the Confidential Information that has been or may be disclosed by AAAL with the Recipient. This Agreement is intended to cover Confidential Information disclosed by AAAL both prior and subsequent to the Effective Date hereof. The confidentiality obligation shall survive the expiration or termination of this Agreement and/ or the Service Agreement and such confidentiality obligation of the Recipient shall remain valid indefinitely.

3. **Obligations of Recipient**

- 3.1 In consideration for the receipt of Confidential Information, Recipient shall hold all Confidential Information in confidence and with the same degree of care it uses to keep its own similar information confidential, but in no event shall it use less than a reasonable degree of care; and shall not, without the prior written consent of AAAL, disclose such information to any person for any reason at any time. The term “person” as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.
- 3.2 The Recipient shall use the Confidential Information only as needed for the purpose specified hereunder.
- 3.3 The Recipient will grant access to the Confidential Information only to its employees on a need to know basis (who have clear need to know the Confidential Information for the purposes of execution and completion of the Services) and shall impose the same obligation on its employees, who obtain knowledge of Confidential Information.
- 3.4 The Recipient, except for the purpose of and in relation to the Service Agreement, shall not copy or otherwise duplicate such Confidential Information or knowingly allow anyone else to copy or otherwise duplicate such Confidential Information.

4. **Compelled Disclosure.** In the event that Recipient or any of Recipient’s Representatives is requested or required by law/ regulation/ judicial order/ administrative order (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar incidents) to disclose any of the Confidential Information, it is agreed that Recipient or such Recipient’s Representative, as the case may be, will provide AAAL with prompt notice of such request(s) so that AAAL may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement and Recipient shall extend cooperation, as reasonably as possible, to AAAL in initiating said action(s). In the event that such protective order or other remedy is not obtained, or AAAL grants a waiver hereunder, Recipient or such Recipient’s Representative may furnish that portion (and only that portion) of the Confidential Information which Recipient is legally compelled to disclose and will exercise its reasonable best efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

5. **Use.** Recipient shall not use any Confidential Information for any reason other than as may be necessary for the purpose of the Service Agreement. Recipient agrees to make no other use of the Confidential Information or to incorporate any Confidential Information into any work, product or services. It shall be the responsibility and liability of the Recipient to ensure that all its employees, agents or personnel who are stationed in and/or have access to the premises where such Confidential Information is available, at any time adhere to the Confidentiality obligations imposed under this Agreement.

6. **Ownership.** Recipient recognizes that all tangible information relating to Confidential Information, including notes, reports and other documents prepared by Recipient in connection with the evaluation of the proposed Relationship, including all copies thereof, are and shall be the sole property of AAAL, and Recipient shall keep the same at all times in its custody and subject to Recipient’s control and shall return the same upon completion of the specified purpose hereto. Recipient does not hereby and shall not acquire by implication or otherwise any right in or title to or license in respect of the Confidential Information disclosed to it by AAAL.

7. **Return of Confidential Information.** Promptly following the earlier of (i) the termination of this Agreement or the Service Agreement or any other agreement for the proposed potential business relationship and (ii) the written request of AAAL, Recipient will deliver to AAAL all documents or other materials furnished by AAAL to Recipient constituting Confidential Information, together with all copies thereof stored in any form of media in the possession of Recipient. In the event of a written request from AAAL, all other documents or other materials constituting Confidential Information, together with all copies thereof stored in any form of media in the possession of Recipient, will be destroyed with any such destruction confirmed and certified by Recipient in writing to AAAL.
8. **No Relationship.** Neither Party shall make any commitment or incur any expense or charge for or in the name of the other Party. Neither Party has any obligation by virtue of this Agreement to procure any products or services from the other Party or to enter into any further business relationship or to refrain either of the Parties from entering into an agreement with any other party. Neither execution nor performance of this Agreement shall be construed or deemed to have established any joint venture or partnership or have created the relationship of principal and agent between the Parties.
9. **Remedies.** Recipient acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this agreement by Recipient and that any such breach would cause AAAL irreparable harm. Accordingly, Recipient also agrees that, in the event of any breach or threatened breach of this Agreement, AAAL, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.
Notwithstanding the above, the Recipient will indemnify and hold AAAL harmless from and against any and all loss, liability, damages, costs, claims and expenses, including all court costs, attorney fees and legal fees, which AAAL might suffer/incur as a result of any violation whatsoever of this Agreement by Recipient.
10. **Termination.** This Agreement will be terminated on termination of the Service Agreement; provided, however, that, notwithstanding anything herein to the contrary, Recipient's obligations with respect to each item of AAAL's Confidential Information will survive indefinitely.
11. **Governing Law and Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the laws of India and shall be subject to the jurisdiction of courts situated in New Delhi, India to the exclusion of all other courts situated elsewhere.
12. **Amendments.** This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded or canceled in whole or in part, except by written instrument signed by the Parties hereto which makes specific reference to this Agreement and which specifies that this Agreement is being modified, amended, rescinded or canceled.
13. **Severability.** If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.
14. **Waivers.** No failure on the part of either Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby, or by any related document, or by law. Any failure of a Party to comply with any obligation contained in this Agreement may be waived by the Party entitled to the benefit thereof only by a written instrument duly executed and delivered by the Party granting such waiver,

which instrument makes specific reference to this Agreement and the provision to which it relates and describes the right or obligation consented to, waived or purported to be violated.

15. **No Assignment.** This Agreement may not be assigned by Recipient by operation of law or otherwise without the written consent of AAAL, which consent shall not be unreasonably withheld or delayed.
16. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.
17. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the parties with the same effect as if all the signatures were upon the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date and year first above written.

Signed, Sealed and Delivered for:
ALLIANCE AIR AVIATION LIMITED
By:
Name:
Title:

WITNESSES:

- 1.
- 2.

Signed, Sealed and Delivered for:
Successful Bidder's Name: (*)

By:
Name:
Title:

WITNESSES:

- 1.
- 2.

INTEGRITY PACT

Annexure-IX

BETWEEN

Alliance Air Aviation Limited (AAAL), a fully owned subsidiary of AIAHL hereinafter referred to as “The Principal”,

And

Hereinafter referred to as **“The Bidder/ Contractor”**

PREAMBLE

The Principal intends to award, under laid down organizational procedures, Contract(s) for Passenger Service System (PSS) - Reservation, Inventory and DCS for Alliance Air. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. The word ‘take’ shall also include the past and future.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the Contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective Bidder.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or the conduct rules of the Principal, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- 1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption in their dealings with *Principal*. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution.
 - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (Page nos. 81-82).
 - e) The Bidder(s)/Contractor(s) will, when presenting his Bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Contractor/ Bidder and in the Agreement entered into by the Principal with the Contractor/ Bidder.
 - g) The Bidder(s)/Contractor(s) shall not approach the Courts while representing the matters to IEMs and they will await the decision of the IEMs in the matter.
- 2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences or acts outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at Page nos. 83.

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security and other actual damages due to the consequential delay.
- 2) If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming 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 action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

- 1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractor 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 Bidder(s)/ Contractor(s)/ Subcontractor(s)

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

Section 8 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12months after the last payment under the Contract, and for all other Bidders 6months after the contract has been awarded. Any violation of the same would entail disqualification of the Bidders and exclusion from future business dealings.

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 / determined by Chairman of AIAHL.

Section 9 – 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, India.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor 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 turn 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.
- 5) Issue like Warranty / Guaranty etc. shall be outside the preview of IEMs.

- 6) In the case of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

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

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with AI Assets Holdings Limited (Including Subsidiaries of AIAHL), Departments/Stations shall apply for registration in the prescribed Application –Form.
 - 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by AI Assets Holdings Limited (Including Subsidiaries of AIAHL) Departments/Stations.
 - 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**
- 2.1 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.1.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to Tender either directly or through the agents/representatives.
 - 2.1.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.1.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by ALLIANCE AIR in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
 - 2.2 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the Contract.
 - 2.3 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned Tender liable to rejection or in the event of a contract materializing, the same liable to termination by ALLIANCE AIR. Besides this there would be a penalty of banning business dealings with AI Assets Holdings Limited (Including Subsidiaries of)or damage or payment of a named sum.
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GUIDELINES ON BANNING OF BUSINESS DEALINGS

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1. Introduction

- 1.1 , being a Public Sector Enterprise and 'State', within the meaning of Article 12 of the Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. has also to safeguard its commercial interests. ALLIANCE AIR deals with *Agencies*, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of AIL to deal with Agencies who commit deception, fraud or exercise of coercion or undue influence or other misconduct in the execution of Contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on AIL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 The General Conditions of Contract (GCC) of generally provide that reserves its rights to remove from list of approved suppliers/contractors or to ban business dealings if any Agency has been found to have committed misconduct, violation of any law or any term of the Agreement and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/Customers/buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3 However, absence of such a clause does not in any way restrict the right of Company (, including subsidiaries of) to take action/decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to all the Departments/Stations and subsidiaries of.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor/inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) *'Party/Contractor/Supplier/Purchaser/Customer'* shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. *'Party/Contractor/Supplier/Purchaser/Customer'* in the context of these guidelines is indicated as *'Agency'*.
- ii) *'Inter-connected Agency'* shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other.
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If Management is common;
 - d) If one owns or controls the other in any manner;
- iii) *'Competent Authority'* and *'Appellate Authority'* shall mean the following:
 - a) For Company (entire AIAHL) Wide Banning
The Executive Director – SBU in charge of Procurement shall be the *'Competent Authority'* for the purpose of these guidelines. Chairman, shall be the *'Appellate Authority'* in respect of such cases.
 - b) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach as Second Appellate Authority.
 - c) For Departments / Stations only
Any officer not below the rank of Executive Director appointed or nominated by the Functional Director / SBU Head shall be the *'Appellate Authority'* in all such cases.
 - d) Chairman, shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) *'Investigating Department'* shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other authority or agency set up by the Central or State Government having powers to investigate.
- v) *'List of approved Agencies - Parties/Contractors/Suppliers/ Purchasers/Customers'* shall mean and include list of approved/registered Agencies - *Parties/Contractors/Suppliers/ Purchasers/Customers*, etc.

4. Initiation of Banning/Suspension

Action for banning/suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. The Vigilance Department of shall have the right to recommend banning/suspension and this shall be binding on the Department/SBU and non-compliance of these recommendations/instructions shall be deemed to be a misconduct on the part of the Head of the Department/SBU.

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with (including subsidiaries of) is under investigation by any department (except Foreign Suppliers of imported coal/coke), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all Departmental Heads within the Departments/Stations. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct/violation under investigation is very serious and it would not be in the interest of and its subsidiaries, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct/violation, it would not be desirable for all the Departments/Stations and Subsidiaries of to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Departments/Stations by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 For suspension of business dealings with Foreign Suppliers, following shall be the procedure:
- i) Suspension of the foreign suppliers shall apply throughout the Company including Subsidiaries.
 - ii) Based on the complaint forwarded by ED-MM or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of and its subsidiaries to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director-Procurement to place it before a Committee consisting of the following:
 - 1. **Director-Finance/Head of Corporate Finance;**
 - 2. **SBU Head/Department concerned/CEO, ALLIANCE AIR;**
 - 3. **ED-Headquarters/Head of Corporate Office;**
 - 4. **GM-Legal/Head of Corporate Law.**

The committee shall expeditiously examine the report, give its comments/recommendations within twenty-one days of receipt of the reference by ED-MM.

- iii) The comments/recommendations of the Committee shall then be placed by ED-MM before the Board of and if the Board opines that it is a fit case for suspension, SBU Head may pass necessary orders which shall be communicated to the foreign supplier by ED-Headquarters.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Grounds on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director/Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or AIL and its subsidiaries, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return/refund the dues of AIL and its subsidiaries without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence; If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.6 If the Agency has resorted to Corrupt, fraudulent practices, coercion, undue influence and other violations including misrepresentation of facts;
- 6.7 If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (and its subsidiaries) or its official in acceptance/ performances of the job under the Contract;
- 6.8 If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations;

- 6.9 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Company (AIL and its subsidiaries) or not;
 - 6.10 Based on the findings of the investigation report of CBI/Police/internal Vigilance or any other investigative agency including Government Audit against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (AIL and its subsidiaries) or even otherwise;
 - 6.11 Established litigant nature of the Agency to derive undue benefit;
 - 6.12 Continued poor performance of the Agency in several contracts;
 - 6.13 If the Agency misuses the premises or facilities of the Company (AIL and its subsidiaries), forcefully occupies tampers or damages the Company's properties including land, water resources, forests / trees, etc.
 - 6.14 The Corporate Vigilance shall process the proposal of the Department/Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning
- (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including Subsidiaries. However, the Competent Authority of the Department/Unit except Corporate Office can impose such ban unit-wise only if in the particular case banning of business dealings by respective Department/Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/default to beyond the Department/Unit. Any ban imposed by Corporate Office shall be applicable across all Departments/Stations of the Company including Subsidiaries.
- 7.2 For Company-wide banning, the proposal should be sent by ACVO of the Department/Unit to the CVO through the Chief Executive of the Department/Unit setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported coal/coke.

The Corporate Vigilance shall process the proposal of the Department/Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.

The CVO shall get feedback about that agency from all other Departments/Stations. Based on this feedback, a prima-facie decision for banning/or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout AIL and its subsidiaries.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the Competent Authority.

7.3 There will be a Standing Committee in each Department/Unit to be appointed by Chief Executive for processing the cases of “Banning of Business Dealings” except for banning of business dealings with foreign suppliers of coal/coke. However, for procurement of items/award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of Executive Director/General Manager from Finance, Procurement and Legal:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide/Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.4 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Agency is called for, a show-because notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

8. Removal from List of Approved Agencies - Suppliers/Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers/Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of ALLIANCE AIR, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers/Contractors, etc.

c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall be to the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

Any petition/application filed by the Agency concerning the review of the banning order passed originally by Chief Executive/Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive/Competent Authority upon disclosure of new facts/circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

12. Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/Appellate Authority may be supplied.

12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, ALLIANCE AIR may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

12.4 Based on the above, Departments/Stations may formulate their own procedure for implementation of the Guidelines.
