

Tender Ref. No: - AAAL/ADMIN/SPACE/2023/1431

11<sup>th</sup> December, 2023

**TENDER FOR HIRING OF OFFICE SPACE ON LEASE**

**FOR**

**ALLIANCE AIR AVIATION LIMITED( "AAAL")**

Last date and time for submission of Technical Bid **2<sup>nd</sup> January, 2024, 1430 Hrs. (IST)**

Last date and time for opening of Technical Bid **2<sup>nd</sup> January, 2024, 1530 Hrs. (IST)**

पंजीकृतकार्यालय: एलायंसभवन, टर्मिनल-1, आईजीआई एयरपोर्ट, नई दिल्ली-110037  
Regd. Office: Alliance Bhawan, Terminal-1, I.G.I. Airport, New Delhi-110037.  
दूरभाष/Phone: 25672287, Website: [www.allianceair.in](http://www.allianceair.in)  
CIN No.: U51101DL1983GOI016518

## 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 (hereinafter referred to as “**Applicants**”/ “**Bidders**”) in any form by Alliance Air Aviation Limited (hereinafter referred to as “**Alliance Air**” or “**AAAL**”) shall be subject to the terms and conditions to which such information is provided herein and any other terms and conditions set out in this Tender and such other terms and the other terms and conditions subjects as may be prescribed by Alliance Air. By applying to the present bid, it is to be construed that the bidder is making an unconditional offer and accepts the terms and conditions of the present Tender without any reservations.

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 (the “**Bid(s)**”) pursuant to this Tender. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by Alliance Air do not purport to contain all/exhaustive information on the aforesaid subject matter that each Bidder may require for the purpose/s of submitting their Bids (Technical and Financial).

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 the interpretation of the 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. Alliance Air accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

Alliance Air may, in its absolute discretion, but without being under any obligation to do so, update, amendment, 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 Alliance Air is bound to select a Bidder or to appoint the successful Bidder, as the case may be, and Alliance Air reserves the right to reject all or any of the Bids without assigning any reason whatsoever at any time.

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 Alliance Air, or any other costs incurred in connection with or relating to their Bid. All such costs and expenses shall remain with the Bidder and Alliance Air 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 Tender

Subject: - Tender for hiring of office Space on lease for Alliance Air Aviation Ltd.

To,

**All Prospective Bidders,**

Alliance Air Aviation Limited (“Alliance Air” or “AAAL”) invites responses (“Proposals/Bids”) to this Tender for hiring of Office Space on lease, the terms and conditions as contained herein.

1. The complete bidding document along with complete application form is available on the website [www.allianceair.in](http://www.allianceair.in) for the purpose of downloading.
2. Alliance Air is pleased to invite Bids to this Tender from eligible bidders for hiring of Office Space on lease. Bids are invited in a two-Bid stage system, i.e., (1) Technical Bid and (2) Financial Bid. The first stage of the Bidding process shall involve the opening of the Technical Bid and the second stage shall involve the opening of the Financial Bid after Technical Bid evaluation.
3. The envelope carrying quotes should either be sealed/closed/Glued. Opened/stapled envelopes will not be accepted. Opened/stapled envelopes containing quotes against subject tender will be out rightly rejected.
4. Bidder/s shall submit the Technical & Financial Bid in a separate envelopes duly sealed, stamped and signed along with covering letter ( **Kindly refer Annexure III, IV, VI & VII**).
5. A successful bidder will be selected based on the criteria described in this Tender as per the sole discretion of Alliance Air.
6. 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 a full understanding of its terms, conditions, and implications.
7. Alliance Air 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 sole discretion and requirements of Alliance Air, will be intimated and hosted only on the Alliance Air’s website ([www.allianceair.in](http://www.allianceair.in)). It is the Bidder’s responsibility to visit the said website regularly for the aforesaid updates/extensions, as necessary.
9. For any clarifications/queries if any, Please contact the following officials of AAAL. :-
  - (a) For technicalities/Scope of work- **Mr. Om Prakash Soni, AGM Admin (Email : [om.prakash@allianceair.in](mailto:om.prakash@allianceair.in) & Contact No. 011-25672796).**

(b) For General queries- **Mr. Yatin Dua, Deputy Manager, MMD (Email: yatin.dua@allianceair.in & Contact No. 011- 25675983)** may be contacted on any working day between 10:30 AM and 04:30 PM before Technical bid opening date and time.

10. The tender document/form downloaded from the website (www.allianceair.in) should not tamper with/modify in any manner. In case, if the same is found to be tempered /modified in any manner, the tender will be completely rejected.
11. All pages of the tender document are to be serially numbered with page numbers marked on each page and duly signed and stamped by the authorised signatory of the bidder while submitting the Bids as per format.
12. On tender opening date, bidders/representatives of bidders who have submitted bids against subject tender are welcome to witness the event. The participant should hold valid authorisation letter/valid Identity card issued by the company.
13. If a bidder quotes NIL charge/consideration in the bid submitted against subject tender enquiry, the bid shall be treated as unresponsive and will not be considered.
14. All quotations are to be submitted only in INR.
15. Conditional discounts, if any, shall not be given any consideration for the purpose of determining L1 bidder.
16. All rights to accept or reject any or all Bids are reserved with Alliance Air.

**For Alliance Air Aviation Limited**

Om Prakash Soni  
AGM Admin  
Alliance Air Aviation Limited  
Contact No-011-25672796

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## SCHEDULE – I

### Summary of Bidding Information

S. No	Particulars	Details
1.	Name of Tender	“Hiring of Office Space on lease for AAAL”
2.	Date of issue of the Tender	11 <sup>th</sup> December, 2023
3.	Period of Agreement	05 (five ) years
4.	Pre-Bid Meeting	The pre bid meeting will be held after 7 days of publishing the tender i.e. 18 <sup>th</sup> December, 2023 at 11.00 Hours at Alliance Bhawan, I.G.I Airport, Domestic Terminal 1, New Delhi 110037
5.	Last Date of Bid submission (both technical and financial)	2 <sup>nd</sup> January, 2024, 1430 Hrs. (IST)
6.	Date and Time of opening of Technical Bid/s	2 <sup>nd</sup> January, 2024, 1530 Hrs. (IST)
7.	Date and Time of opening financial bid.	Bidder qualified in Technical Evaluation will be informed accordingly.
8.	Venue of Tender opening	Alliance Bhawan, I.G.I Airport, Domestic Terminal 1, New Delhi 110037
9.	Contact Details	1.Name- Mr. Om Prakash Soni Email-om.prakash@allianceair.in Contact No. 011-25672796  2. Name-Mr Yatin Dua Email: yatin.dua@allianceair.in Contact No. 011-25675983
10.	Validity of Bids	180 days
11.	Bid System	Two Bid System “(Both the bids will be submitted in a separate envelope duly sealed”).  1. Technical Bid 2. Financial Bid

**Note: -**

- a. *In the event of any of the above mentioned date being subsequently declare as a holiday/ closed day for the office, the tender will be opened on the next working day at the scheduled time.*
- b. *Any Bid received after the due date and time, such bids will be invalid and shall be rejected. Alliance Air Aviation Limited reserves its right to reject and cancel all or any Bid without assigning any reason.*

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## SCHEDULE – II

### Introduction and General Details relating to the Tender

#### 1. Overview:

Alliance Air Aviation Limited is a wholly-owned subsidiary of AI Assets Holding Limited, incorporated under the Companies Act 1956, having its registered office at Alliance Bhawan, Domestic Terminal-1, I.G.I Airport, New Delhi-110037, hereinafter referred to as “**Alliance Air**” or “**AAAL**” or “**Airline**” (a Government of India Undertaking). The Company is in the business of air transportation which includes mainly passenger and cargo services and other related services in India. Currently, the Company has a fleet of 21 aircraft comprising of 18 ATR 72- 600 aircraft, 2 ATR 42-600 aircraft and 1 Dornier aircraft and operates under the brand name “**Alliance Air**”.

The details to be provided in the bid have been listed in this Tender Document. Bidders are requested to furnish all the details mandatory and general details specified whether the system being offered supports the requirement.

The Bidder in response to this Tender must meet the specified mandatory requirements. The Agreement executed with the successful Bidder pursuant to this Tender shall be for 5 Years from the date of award of LOI/Agreement which may be extendable on year to year basis on the requirements of AAAL and on mutually agreed terms & conditions.

#### 2. Purpose of the Tender: -

Alliance Air Aviation Limited requires an office space on lease having carpet area of 35000 sq. ft with an independent entrance. Only those parties having minimum carpet area of 35000 sq. ft. in one building approved for office space need to apply. The premises will be hired for an initial period of 5 years which may be extendable on year to year basis on the requirements of AAAL and on mutually agreed terms & conditions. The Office location should be within a vicinity of **15 KM from I.G.I Airport**. The details of space requirement are furnished in “**Annexure –I -Scope of Work**” of this tender document.

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## 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. **“Alliance Air Aviation Limited (AAAL),” “Alliance Air” or “The Airline,”** shall mean “Alliance Air Aviation Limited (AAAL), a Company incorporated under Companies Act 1956, having its registered office at Alliance Bhawan, Domestic, Terminal-1, I.G.I Airport, New Delhi-110037”.
- ii. **“Applicable Law”** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines, or by laws, 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 Agreement, 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 -V**, ‘Technical Bid’ as described at **Annexure IV** and ‘Financial Bid’ as described at **Annexure VII** 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. **“Agreement” or “Agreements”** shall mean the agreement entered between Alliance Air and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- vi. **“L1 Bidder”** – Technically qualified bidder who submits the lowest Bid.
- vii. **“Services”** shall mean the services specified in **Annexure-I**.
- viii. **“Successful Bidder”** shall mean the Bidder whose Technical Bid and Financial Bid has been accepted by Alliance Air and to whom a Letter of Intent (defined hereunder) is consequently issued by Alliance Air and the same has been accepted/ acknowledged by such Successful Bidder/Tenderer vide a letter to carry out the Services contemplated in this Tender.
- ix. 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. Terms and Conditions

- I. Alliance Air intends to hire Office Space on lease having carpet area approx 35000 sq. ft. with an independent entrance and the following amenities through open tender:
  - a) 300 + work stations
  - b) Air-Conditioned Office Space
  - c) Electricity Connection with adequate electrical fixtures with provision for installation
  - d) 100% Power Backup for Light Load plus 125 KVA input to UPS
  - e) Reserved Parking Space for minimum 55 four wheelers and 60 two wheelers.
  - f) Lift with Power Backup
  - g) Internet and Telecom LAN Cabling and Wiring



- h) The proposed premises should be within a vicinity of approximately of **15 KM from IGI Airport** and should have metro connectivity and easy access with the local transport. (Technical scoring will be carried out as per **Annexure-V** for technical qualification).

II. Earnest Money (EMD)

- a) The Bidder shall furnish along with Bid an Earnest Money Deposit (EMD) amounting to Rs. 5,00,000 (Rupees Five Lakhs Only) in the form of Demand Draft/electronic(online) transfer in favour of “ Alliance Air Aviation Limited” payable at New Delhi. The demand draft will be submitted along with technical bid only. In case of transfer of funds electronically to AAAL bank account, the remittance details should be provided along with technical bid documents.

For online payments, the bank details are given below:-

**Alliance Air Aviation Limited**  
**Punjab National Bank**  
**Delhi Cantt Branch**  
**BANK Account No. 0112005900000017**  
**IFSC Code: PUNB0011200.**

- b) The Bids received without EMD shall be summarily rejected.
- c) The EMD of unsuccessful bidders shall be returned without interest after issue of Letter of Award to the Successful Bidder or signing of Agreement whichever is earlier.
- d) For successful Bidder, the EMD will be converted into security deposit.
- III. The building should have adequate toilets facilities separately for ladies and gents on each floor of the proposed area. The building should have proper lift facility.
- IV. The property, in which the Office Space offered is located, shall have appropriate approvals for commercial/institutional use of the property.
- V. The building should be sufficiently ventilated and should have natural lighting.
- VI. The Office Space shall have adequate security and fire safety measures installed, as per statutory requirements. All statutory clearances/No Objection Certificates (NOC) from relevant Central/State/Municipal authorities for the property in which Office space is located, have to be obtained and renewed by the owner as per statutory requirements. In compliance of the foregoing, as a proof, Bidder should necessarily submit copies of (i) approved building plan, (ii) ownership title deed, (iii) receipt of latest municipal tax paid for the subject property, (iv) receipts of deposits paid for services like electricity, sewerage connection, fire safety clearance, pollution control NOC etc., in support of details furnished in the Technical Bid.
- VII. The Office Space shall have 3-phase electricity supply and ensure 24 x 7 power supply through suitable power back up provision. A separate electric meter (commercial) shall be installed exclusively for the use of the office. The Office Space shall have provision for 24 hour running water supply sufficient for both drinking and utility facilities.
- VIII. All building services such as power supply, plumbing, toilets, and sewerage system should be fully operational at the time of submission of the offer by the landlord. All internal and external walls should be painted with good quality paint at the time of handing over the premises. This would obviate any wastage of time and lead to smooth running of the office right from day one.
- IX. Maintenance services (such as minor civil works, minor electrical works, mechanical work, carpentry work, plumbing works etc., including consumables) of the office space, including premises of the property in which Office is located, shall be undertaken by the owner. Necessary

arrangements (cabin with fan, tube light and washroom) for watch and ward staff of the building shall be made available. The cost of providing such Maintenance services shall be factored into the Financial Bid by the owner.

- X. AAAL intends to take possession and occupy the Office Space in the month of 1<sup>st</sup> March, 2023 tentatively.
- XI. The lease rental shall be payable from the date of handing over of possession to the AAAL.
- XII. The Office Space offered shall be free from any liability/litigation/ encumbrances with respect to its ownership/ lease/renting, at the time of participation in this Tender process.
- XIII. The prospective Bidder shall submit the Rent Reasonableness Certificate issued by the Municipal Corporation or any other competent authority.
- XIV. For hiring the premises, AAAL reserves the right to visit and pre inspect the premises which prima-facie meets all requirements of AAAL.
- XV. Any canvassing directly or indirectly by the Applicant will disqualify the Bidder without assigning any reason.
- XVI. AAAL shall not be responsible for any postal delay or loss/non-delivery of the offers.
- XVII. AAAL reserves the right to reject any or all offer(s) without assigning any reason whatsoever.
- XVIII. The tenure for the hiring of the Office Space on lease will be initially for a period of 05 years which may be extendable on year to year basis on the requirements of AAAL and on mutually agreed terms & conditions.
- XIX. In case of any difference in the rates quoted by the Bidders in words & figures, the rates quoted in words shall prevail.
- XX. The Successful Bidder would have to execute a lease agreement (inclusive of this bid document) with AAAL within 15 days of issue of Letter of Acceptance.
- XXI. The price bid should be submitted in a separate envelope duly stamped and sealed otherwise would be summarily rejected by AAAL.
- XXII. AAAL shall pay the utility charges for consumption of electricity/fuel for generator set and water (Utility Charges) based on actual consumption.
- XXIII. AAAL shall pay the water charges amount calculated as per the actual consumption every month, as the invoice raised by the authority.
- XXIV. The lease rental shall be made on the basis of actual measurement of occupied office area in carpet area of building.
- XXV. Lease agreement will be executed for the Office Space, between AAAL and Successful Bidder, after legal verification of all documents related to the property to the entire satisfaction of the competent authority.
- XXVI. Applications which are not in the prescribed format and received after the due date are liable to be rejected without assigning any reason in this behalf.
- XXVII. AAAL shall have the right to carry out necessary alterations / modifications or make such structural or other changes to/in the premises as may be required by it for the purpose of its functioning.

Provided always that the lessee shall not make any permanent structural alterations incapable of being reversed or which would render incapable the restoration of the premises to its original position without the consent in writing of owner / landlord(s) but such consent shall not be unreasonably withheld in the case of such alterations as shall be necessary or required by lessee for the purpose of better amenities and carrying on its function effectively. But the Lessee shall have all right to make temporary alterations in the demised premises and to erect temporary partitions, cabins, counters etc. as are necessary to carry on the day-to-day activities.

- XXVIII. Since AAAL has no insurable interest, AAAL will not be responsible for and liable to make good any losses that may be sustained in any future date in respect of such premises/assets on account of risks like burglary, fire or natural calamity or any event not attributable to AAAL etc.
- XXIX. After taking possession, if it is found that any item or work remains unattended or not according to lessee's specifications, the owner/landlord has to complete the same within a reasonable time from the date of possession of premises and in case of default the competent authority will have right to get the above unfinished jobs/works/items completed by availing the services of other agencies and recover the amount so incurred from the rent payable to the owner /landlords.
- XXX. During the period of the lease agreement the Bidder shall not transfer, mortgage, sell or otherwise create any interest in the premises leased to the lessee with any party affecting lessee's right of occupation and any of the terms of the lease without written consent of the lessee.
- XXXI. AAAL shall pre inspect the premises of Bidder as per declaration made by the bidder.
- XXXII. Entering into the Integrity Pact is the preliminary qualification to participate in the bidding. AAAL Independent External Monitors will review independently and objectively whether the obligations under the pact have been complied with. Standard Operating Procedure shall be duly complied with (Format as per the **Annexure-X**).
- XXXIII. For any disputes, the competent authority, AAAL is the final authority and the decision of competent authority shall be final and binding on both the parties.
- XXXIV. Bidders may provide each floor plan layout.
- XXXV. The lease rental shall be made by way of on line payment through Real Time Gross Settlement System (RTGS).
- XXXVI. All disputes subject to Delhi/NCR jurisdiction only.

### **3. Instructions/ Information to Bidders: -**

#### **General Instructions**

##### **3.1 Evaluation of Bids**

Tender is a two-bid process and accordingly, the evaluation of the Bids shall be done in two stages.

**Stage 1 – Technical Bid.**

**Stage 2 – Financial Bid.**

- i. Bidders will have to qualify through each stage to progress to the next stage of evaluation.
- ii. The evaluation of the bids shall be performed fulfilling the specified Tender requirement.
- iii. The Bidder (is) qualifying in the Technical Bid as per technical evaluation matrix( **Annexure-IV and Annexure - V**) assessed by Alliance Air, will be taken up for further financial evaluation/ Financial Bid.

## 4. Basis of Evaluation

### 4.1. Pre Bid

Pre-Bid meeting shall be conducted with the perspective vendors after 7 days of publishing the tender. The vendors can get all the doubts clarified in the pre bid meeting. Accordingly, corrigendum (if any) may be issued.

### 4.2 Technical Bid

‘Annexure-IV’ and ‘Annexure-V’ are mandatory and needs to be qualified by the Bidders. The response for each of the conditions in this Part shall only be ‘YES.’ Bids that contain the response ‘YES’ against all the conditions in this, will be eligible for further processing.

For the avoidance of any doubt, if the response to any of the conditions in **Annexure-IV & V** read as “NO,” “Noted” or is left blank, the Bid will not be processed any further.

### 4.3 Financial Bid

Bidders have to provide their quotations as mentioned in ‘Annexure-VII’. The “L1” Bidder will be decided based on the sum of quoted rates i.e., total value, found to be least after the financial evaluation by Alliance Air.

## 5 Bid Submission

- i. Bidder/s have to submit the “Technical Bid” and “Financial Bid” through the below-mentioned mode: -
  - a. Hard Copies in two (2) separate sealed envelopes, super scribed in bold
    - “**Technical Bid for Tender for hiring of Office Space on lease for AAAL.**”
    - “**Financial Bid for Tender for hiring of Office Space on lease for AAAL.**”
  - b. Both envelopes should be submitted in “Master Envelopes” in sealed condition, super scribed in bold with “Tender for hiring of Office space on lease for AAAL. Open/stapled envelopes containing quotes against the subject tender will be out rightly rejected.

Duly addressed and deposited in the Tender Box at the address mentioned below: -

**Alliance Bhawan,  
I.G.I Airport, Domestic Terminal 1  
New Delhi -110037**

- ii. The Bids shall be typed in English, and all correspondence and documents related to the Bid exchanged by the Bidder and Alliance Air 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.
- iii. Bids must be sent, only at the sole risk of the Bidder. Bids received late, delivered at a 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., post, 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.

- iv. The Bidder should complete the annexed form of Tender and information called for therein and shall sign and date each page of the documents.
- v. The Tender shall contain the name with designation, address, Tel. No and email for communicating with the Bidder in connection with the Tender.
- vi. As specified in detail (Bid Submission), Bidders are required to submit two separate sealed envelopes super scribed as Technical Bid and Financial Bid, respectively. These shall also be super scribed on each of the envelopes as **“Tender for hiring of office space on lease for Alliance Air Aviation Limited ( “AAAL”)**. 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.
- vii. Two-bid system i.e., Technical Bid and Financial Bid, being adopted for this Tender, the process will be carried out in 2 stages. Technical Bid will be opened at the venue mentioned above at a specified time and date, and the financial bid of Bidders who qualifies in stage one will be open later.
- viii. No changes will be permitted to the Bid document after the opening of the bids.
- 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 the 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 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. Alliance Air 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 signed pages should be in ascending orders, along with an index of submissions. The individual signing the Tender or other documents in connection with the Tender should 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 Technical Bids. However, the validity of the Bid must be extended as required, upon request from Alliance Air to enable completion of the evaluation of the Bids and finalization of the Successful Bidder.
- xvi. Alliance Air reserves the right to award the contract to the Successful Bidder/Bidders as it may deem eligible as per its requirements.

- xvii. A Bidder shall be liable for disqualification, if any legal, financial, or technical adviser of Alliance Air 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 Alliance Air, Alliance Air 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, Alliance Air 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 the reasonable time to Tenderers to take such amendments into account for preparation and submission of their Bids, Alliance Air may, at its discretion, extend the last date for the submission of Bids through an announcement of its website.
- xix. If L1/ Successful Bidder withdraw, there shall be re-tendering in a transparent and fair manner. AAAL in such a situation call for limited or short notice tender if so justified in the interest of work and takes a decision on the basis of lowest bidder. In that case, the EMD submitted by L1/successful bidder will be forfeited.
- xx. 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, which 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.
- xxi. The Bidder shall bear all costs associated with the preparation and submission of the Bids, including the cost of presentations/demonstrations for the purposes of clarification/ evaluation of the bids . Alliance Air will not be responsible or liable for any such costs, regardless of the conduct or outcome of the bidding process.

**Note: -**

- a. *Bidders should not disclose the financial terms in any other part of their bid.*
- b. *A conditional bid will not be considered for the evaluation.*

## **6. Mode of Payment**

The lease rental payment shall be made by way of on line payment through Real Time Gross Settlement System (RTGS).

## **7. Benefit/s to Micro and Small Enterprises (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 Boal
  - (e) National Small Industries Corporation (NSIC)
  - (f) Directorate of Handicraft and Handloom
  - (g) Any other body specified by the Ministry of MSME

- ii. The registration certificate issued from any one of the above agencies must be valid as of the close date of submission of Bids. The Successful Bidder should ensure that the same is valid till the end of the Agreement period.
- iii. The MSEs, who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as of the close date of the Tender, are not eligible for exemption/preference.
- iv. To get MSE's advantage(s) Bidder must submit a "Valid & Existing" MSE Registration Certificate.

## **8. Fraudulent Practices**

Alliance Air requires that Bidders have to observe the highest standard of ethics during the tendering process as well as after the execution of Agreements. In pursuance of this, AAAL.

- i. shall reject a Bid to award, if it determines that the Bidder recommended for an award after evaluation has engaged in corrupt or fraudulent practices in competing for the Agreement in question.
- ii. shall declare a Bidder ineligible and blacklist such Bidder, for a stated period of time if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing a Agreement.
- iii. shall rescind the Agreement forthwith, in case of successful Bidder adopting fraudulent/corrupt practices during the currency of the Agreement.

## **9. Blacklisting of Bidder**

If at any time during the bidding process and/or prior to or after the award of rent or including agreement it comes to the knowledge of AAAL that the Bidder has been blacklisted at any time by any Government / Government agency / Financial Institutions in India in the past 05 years, AAAL will be entitled to take all or any of the following actions –

- i. Such of the Bidder will also not be eligible to participate in the immediate next tender or up to 03 years whichever is earlier.
- ii. Terminate the Agreement.

## **10. Agreement Validity**

The validity of the Agreement comes to an end ipso facto by efflux of time unless otherwise extended/terminated. The Agreement Period shall be five (05) years from the date of award of the Agreement unless terminated earlier as per the exit clause which may be extendable on year to year basis on the requirements of AAAL and on mutually agreed terms & conditions.

## **11. Price Validity**

The price agreed by the parties under the Agreement (and LOI) shall be applicable throughout the term of the Agreement.

## **12. Fall Clause**

The prices charged for the similar work-scope supplied under the Agreement 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 Agreement 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 Alliance Air to exercise the right to recover the excess charged amount from the subsequent/ unpaid bills.

### **13. Award of Letter of Intent (LOI) and Agreement**

- a. The Agreement shall be awarded to the Successful Bidder vide the Letter of Intent (“LOI”) issued by Alliance Air, based on the evaluation of the Bids.
- b. Further, the Successful Bidder shall be required to fulfil the following: -
  - i. The L-1 bidder has to convey acceptance of the “Letter of Intent (LOI)” within seven (7) days of receipts of the LOI.
  - ii. The Agreement will be finalized by the duly authorized officials of Alliance Air, as per the terms and condition/s stated herein and will be given to the Successful Bidder for its signature. The Agreement shall be executed within a 15 days from the date of signing of LOI.
  - iii. The possession off the space should be handover within 30 days from the date of signing of LOI.

### **14. Grounds for Rejection of Bids.**

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 the Bid has not been signed by the authorized signatory of the Tenderer.
- iii. If Tenderer’s response is not received as mentioned in the Tender document.
- iv. 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.
- v. If the price indication has been provided in the Technical Bid.
- vi. 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,
- vii. If the Bid has been received without the undertaking of acceptance of all terms & conditions.
- viii. If the Bid (Pre-qualification/ Technical/Financial) is incomplete.
- ix. If the Bid received is conditional.

The above list is only illustrative, there can be other relevant grounds of rejection of Bids and any other reasons as Alliance Air may deem fit for rejection of Bid without assigning any reason thereof.

### **15. Disqualification of Bid**

- 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 or any of its constituent partners/directors (as applicable) have:



- a) made a 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 the 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 Bids such as abandoning the work, rescinding of any Agreement 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 Alliance Air 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 Alliance Air or its associate/ parent companies within the last five (05) years.
  - e) A Bidder who submits more than one Bid will cause all the Bids with such Bidder's participation to disqualify.
  - f) In addition to the above, Alliance Air shall be entitled to:
    - i. Reject the Bid or proposal for award of the Agreement;

or

    - ii. rescind the Agreement forthwith of such Bidder and shall blacklist the Bidder from participating in any tender issued by Alliance Air, without being liable in any manner whatsoever to the Bidder if Alliance Air 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.
  - g) In addition to the above-mentioned remedies, Alliance Air shall declare the said Bidder ineligible and blacklist such Bidder for one (01) year.

#### **16. Liquidate Damage(s) for Non-Performance/ Under Performance/ Bad Workmanship etc.**

In case, Successful bidder fails to perform the work scope mentioned above as per scope of work specified in the tender document or negligence in further service delivery during the course of contract period, punitive action will be taken against the successful bidder in the form of:-

- a) liquidated damages of 0.5% per week of delay with a maximum of 2.5%. This will be operative after a 4 weeks' delay in initial delivery and is limited to 2.5% of the contract's value i.e., value of tenancy cost for 05 years.
- b) liquidated damages will be double the amount of total invoiced value paid by AAAL for getting the deficient service delivery completed by other sources in case bidder fails to get it done.

#### **17. Termination of LOI/Agreement**

The LOI / Agreement may be withdrawn under the following circumstances:

- (i). In the event of deficiency in providing the Services contemplated herein, of the Successful Bidder, Alliance Air reserves the right to withdraw the LOI / Agreement and to claim damages from the selected Bidder. No liability shall be incurred by Alliance Air in the event of the aforesaid cancellation termination.
- (ii). 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 completed up to the date of such discontinuation by Alliance Air.

- (iii). **Exit Clause:** Either Party (i.e., the Successful Bidder and AAAL) may terminate the Agreement giving therein the notice for termination of Agreement stating their reasons. The Successful Bidder can terminate the Agreement by giving advance notice of six (06) months to AAAL and AAAL can terminate the Agreement by giving six (06) months advance notice to the successful bidder without assigning any reason. In addition, AAAL can terminate the Agreement by giving two (02) months advance notice by assigning a valid reason. The committed service levels have to be maintained even during the notice period and only normal rental will be applicable.
- (iv). The validity of the Agreement/Agreement comes to an end *ipso facto* by efflux of time unless otherwise renewed/ terminated. The Agreement period shall be as mentioned in Clause 10, the Agreement will automatically terminate on its expiry date unless the same is extended on mutual consent and no notice will be required.
- (v). In the event of breach/ non-observance of the terms of the Agreement, by the Successful Bidder, if any, one or more of its obligations under the Agreement and/or Agreement documents and where such default is not cured upon written notice of 5 days or is not curable, AAAL, without prejudice to any other rights available to it, reserves the right to terminate the Agreement or any relevant part thereof without any further notice. 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 a breach which is attributable to the Successful Bidder, AAAL shall be entitled to claim damages of 0.5% per week or there of the monthly Agreement value.
- (vi). AAAL may at any time terminate the Agreement 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 the 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.
- (vii). Any indulgence or delays are shown, AAAL in that respect will not constitute waiver of the right of termination.
- (viii). In the event the Successful Bidder suspends the performance of Services under the Agreement 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.
- (ix). AAAL can terminate the Agreement if the Successful Bidder has committed any corrupt and/or fraudulent practice, an offense under the Provision of Corruption Act, 1988, and any amendments and any other guidelines as may be prescribed by the Central Vigilance Commission, with immediate effect, and at its sole discretion.
- (x). AAAL and/or the Successful Bidder may terminate the Agreement in case of the prevalence of a Force Majeure in the manner provided in the Agreement and Clause 18 (Force Majeure) hereunder.
- (xi). AAAL may terminate the Agreement if it comes to its knowledge that the Successful Bidder has obtained the Agreement vide non- bonafide methods of competitive bidding.
- (xii). In the event of a change of Applicable Laws or business policies which make the performance of the Agreement illegal/ invalid/ unenforceable, AAAL will be required to renegotiate the Agreement 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 Agreement forthwith without any costs to the Successful Bidder. It is however clarified that the outstanding obligations shall remain absolute till the extent, the performance is legally valid.

- (xiii). It is clarified that notwithstanding the cause of termination, the parties shall be required to fulfil the obligations accrued prior to the termination of the Agreement.
- (xiv). Upon termination of this Agreement for any reason, the Successful Bidder shall return all property of AAAL (if any) 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.
- (xv). Upon termination of this Agreement for any reasons stipulated herein, the Successful Bidder shall return all the Confidential Information (if any) 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 (if any) beyond the stipulated time period may attract consequences including but not limited to injunctive reliefs and any other equitable remedies available under the law.

## **18. Force Majeure**

- (i). Neither the Successful Bidder nor Alliance Air (herein referred Party/Parties) shall be in breach of any obligation under the Agreement 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.
- (ii). "Force Majeure" is hereby defined as extraordinary events or circumstance which is beyond the reasonable control of Successful Bidder (including its sub Agreement or for the Services/ part thereof delegated to it with the prior written approval of Alliance Air) or Alliance Air 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; an act of God, fire, frost, earthquake, flood, droughts, storm, lightning; epidemic, pandemic, quarantine restrictions; embargoes, explosion, accidents by fire ("Force Majeure" event).
- (iii). 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 the 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 Agreement.
- (iv). 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 Agreement.
- (v). In the event of Force Majeure lasting for more than thirty (30) days, either Party may after mutual consultation with each other, terminate the Agreement. 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.
- (vi). For the avoidance of any doubt, it is clarified that payment obligations of Alliance Air for the Services already performed shall not be excused due to the existence of the event of Force Majeure.

## 19. Compliance

- (i). 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 Agreement and are binding upon the Successful Bidder.
- (ii). The liabilities of all statutory /legally mandatory regulations /obligations regarding manpower/product / Services will be borne by Successful Bidder.

## 20. Indemnity and Liability

- (i). Indemnification Obligations. Either Party including their directors, officers, employees, agents or representatives, sub-agreement or (each, an "Indemnifying Party") agree to hold harmless, defend and indemnify the other Party, its related companies, its directors, officers, employees, agents, and representatives, and affiliates (each an "Indemnified Party"), from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities of any kind (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) suffered by other Party including third party claims, against Indemnified Party (collectively, "Claims") arising out of or in connection with
  - a. a material breach of terms of this Agreement.
  - b. negligence, fraudulent acts, or wilful misconduct of the Indemnifying Party
  - c. violation of acts, applicable laws, rules, and/or regulations
  - d. death of or bodily injury to any person or persons whomsoever and for loss of or damage to, destruction of, any property whatsoever (including, without limitation, the Aircraft, the engines, or any parts thereof), in any manner arising out of or in any way connected with the Services caused by the Indemnifying Party's negligence, wilful misconduct or fraudulent acts, except as such relates to the negligence or misconduct of the Indemnified Party. The indemnifying Party shall, at the request of the Indemnified Party, negotiate and defend any claim brought against any Indemnified Party or in which any Indemnified Party is joined as a party defendant. The obligations herein will survive any expiration, termination, or cancellation of this Agreement.
  - e. 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 the 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.

The indemnification obligations set forth above are unconditional, however, the Indemnified Party shall reasonably assist the Indemnifying Party in the manner provided as follows:

- i. providing prompt written notice of a claim within forty-five (45) days of its receipt of service upon the Indemnifying Party;
- ii. providing all information and evidence within its control and necessary for the Indemnifying Party to conduct a defence; and
- iii. providing the Indemnifying Party with sole control of the defence and all related settlement negotiations; provided, however, no settlement may be entered into without the Indemnified Party's prior written consent.

## **21. Agreement 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 Agreement resulting from the award of this Tender shall remain in full force and effect with the acquiring company/entity. Alliance Air shall however have the discretion and option to terminate the Agreement in such an event.

## **22. Dispute Resolution, Jurisdiction and Governing Law**

### **a. 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 Agreement 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 and the rules framed there under and in force shall be applicable to such proceedings.
- (iii). The seat and venue of arbitration shall be Delhi/NCR 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.

### **b. Jurisdiction and Governing Law**

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

## **23. Inspection:**

### **a. Inspection of Bidder's facilities at the time of evaluation of the Technical Bids**

Alliance Air 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 Agreement as indicated in this Tender.

### **b. Inspection of the facility of the Successful Bidder**

Alliance Air reserves the right to inspect the facility of the Successful Bidder, during the Agreement Period.

## **24. Notices**

Any notice by one Party to the other pursuant to the Agreement shall be sent in writing via post or courier to the address specified for that purpose in the Agreement.

## **25. Interpretation**

In the event of any difference in the interpretation of any of the clauses of the Agreement, the clarification given by Alliance Air shall be final and binding.

## **26. Severability**

If any clause, section, or provision of this Agreement 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 Agreement as appropriate, seeking to achieve the minimum extent necessary to make this Agreement, legally valid and enforceable.

## **27. Amendment**

No amendment, modification, variation, or waiver of any provision of the Agreement 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.

## **28. Payment Schedule / Terms: -**

- (i). The Bidder must specify their payment schedule with reference to the work scope. This is to be submitted along with the financial Bid.
- (ii). The standard payment terms of Alliance Air would be "30" days from the date submission of invoice subject to successful completion of each milestone". In case a Bidder does not accept this term, the financial bid would be loaded by financing cost @ 10 % per annum for the difference between 30 days and the actual credit period offered by the vendor.

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**Scope of Work**

**Carpet area measurements:** The carpet area measurements shall be the area of the premises which is covered approximately to 35000 sq.ft. but excluding the following: a) Wall and columns b) Portico/canopy c) Sanitary shafts/toilets d) Stair cases e) Bon Louvre f) Lift walls g) Air conditioning ducts h) Balcony i) Portion below the window sills j) Lofts k) Parking space whether covered or not l) Open terrace.

The office space should have fully furnished office cabins with modular office work-stations(300+), modular office chairs, 2 training hall with tables and chairs, 2 Meeting/Conference room, audio system, server room, UPS room, Reception desk, Cafeteria ,security rooms & access control system, electrical point, workstation network point, air conditioner, LED Fixtures, separate washroom for Gents and ladies with urinals and toilets room, access control, LED lighting & fixtures, power backup, air conditioners, Office Furniture & Fittings, Lighting and Air Conditioning System, Local Area Network, Wifi and Inter and Intranet Access, Switches, etc; Store Room; Pantry; Reception Desk Longue Area; Covered Cupboards for Keeping Office Files, , Separate Gents & Ladies Washrooms with latest amenities along with 55 car parking and 60 two wheeler parking.

**UPS Room/ Electrical room (one room)**

- Area required in the UPS room is 15\*15 Ft.
- Centralized distribution of UPS power points to all the workstations in the office area.
- UPS power required is 125 KVA with 3 phase power supply.
- Proper Ventilation should be available in the UPS room.
- DG set/Power backup required for all the office equipment, lights, fans etc is 225 KVA.
- 2 AC of 1.5 Ton each to be installed in the UPS room.
- ELCB based distribution is required for entire set up.

**Network/Computer Room (one room)**

- Area required in the Computer/Network room is 15\*15 ft.
- Availability of any of below mentioned ISPs (leased line, RF links, OFC) is a must around the office campus.
  1. Airtel
  2. Tata
  3. JIO
- Mobile network availability is a must in and around the office campus for Airtel, Jio and Vodafone.
- Hi-Speed RF/OFC antenna to be installed on the terrace of the office. Terrace accessibility is needed.
- Proper Ventilation is required in the Computer/Network room.
- Cable is to be installed from terrace to the ground floor, Shaft access is desired for this installation.
- Centralized distribution of Data Cable to each workstation should be available in the office.
- 3 rack space of size 36U/42U needs to be available.
- Availability of two desks, power supply and data port for operating 2 computers in the Computer/Network room.
- Cat 6 cabling to be done for data distribution to all the workstations available in the office area.
- Extra AC (3 ACs 1.5 ton each) to be installed in the Computer/Network room for cooling purpose.

### **Storage Space**

- One Storeroom of size 15\*15 ft. needed for keeping IT working equipment (Printer, PCs, and Tablets etc) and for IT related servicing workshop.
- Availability of two desks, power supply and data port for operating 2 computers in the storage room.
- One room of size 10\*10 ft. is needed for packing material/scrap storage.
- 6 rooms of size 12\* 12 ft. (For record keeping & documentation storage) & 2 rooms of size 15x40 ft. & 12x25 ft (For catering & material management).

### **Workstation (For 300+)**

- Minimum 03 UPS Power points (5A/15A dual sockets) should be available on each workstation.
- Minimum 1 NON-UPS power point should be available.
- Data port should be available on each workstation.

### **IT Team Desks/ FMS Team Desks/ Security Operations Centre (SOC) managed by SITA.**

- 06 numbers of FMS desks for service engineers
- 02 numbers of SOC desks for SITA Team
- IT set up should be near vicinity of Network Room/Computer Room

### **Voice phones**

Appropriate cabling should be done for landline phones.

### **Size of Cabins**

- Cabin of size 20x20 feet - 01 (One)
- Room of size 10x10 feet - 01 (One)
- Cabin of size 12x10 feet - 15 No's
- Provision for all employees work station with cupboard - 300 plus (10'x8' for set of 4 persons)
- Meeting Room/Board Room of size 28x15 feet or 17x10 feet - 02 (Two)
- Reception Area/Waiting room of size 15x15 - 01 (One)
- Rest Room (Ladies) of size 15x10 - 01 (One)
- Doctor Room /Medical Room of size 12x10 - 01 (One)  
With one Wash Basin
- DGCA Certified Training Room of size 36x16 feet - 01 (One)
- DGCA Certified Training Room of size 30x18 feet - 01 (One)
- Operations, Booking and help desk office of size 25x65 feet - 01 (one)

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(On Bidder's Letter Head)  
Bidder's Profile

To

**ALLIANCE AIR AVIATION LTD**  
**I.G.I Airport, Domestic Terminal 1**  
**New Delhi -110037**

Dear Sir,

This is to submit that with reference to your tender Ref. no. AAAL/ADMIN/SPACE/1431 dated 11<sup>th</sup> December, 2023 for hiring of office space on lease for AAAL, kindly find the required information about our Organisation/Company/Firm as below:

S. No.	Requirements	Response
1	Name of Organization / Company	
2	Status: Manufacturer / Service Provider / Authorized Distributor (Attach Letter of authorization)	
3	Type of Organization Legal status (e.g., Incorporated private company, Unincorporated business, partnership etc.)	
4	Registered address of the company	
5	Contact Person, Designation & Contact Details	
6	Other information related to this tender	

Signature and Stamp of Company

**(AUTHORISED SIGNATORY)**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Alliance Air Aviation Limited

(On Vendor's Letterhead)

Covering Letter for Submission of Technical Bid

To

ALLIANCE AIR AVIATION LTD  
I.G.I Airport, Domestic Terminal 1  
New Delhi -110037

Ref:-

Date:-

Dear Sir,

**Subject: -Technical Bid as per your Tender Ref: - AAAL/ADMIN/SPACE/1431 dated 11<sup>th</sup> December, 2023**

With reference to your Tender Ref no. AAAL/ADMIN/SPACE/1431 dated 11<sup>th</sup> December, 2023 for hiring of office space on lease for AAAL, we hereby submit our Technical Bid in the format as at **Annexure IV** along with **Annexure II, III, VIII, IX, X & XI** duly signed and stamped wherever required.

We have read and understood and hereby unconditionally accept and agree to comply with all the specifications, terms & conditions as provided in **Schedule-III** and the work-scope of your tender as detailed in **Annexure- I** of Tender .

Signature: - \_\_\_\_\_

Name: - \_\_\_\_\_

Designation: - \_\_\_\_\_

Company Seal: - \_\_\_\_\_

**Technical Bid**

**Annexure - IV**

**(On Vendor's Letterhead)**

To  
**ALLIANCE AIR AVIATION LTD**  
I.G.I Airport, Domestic Terminal 1  
New Delhi -110037

**Ref:-**

**Date:-**

Dear Sir,

**Subject: - Technical Bid as per your Tender Ref No: - AAAL/ADMIN/SPACE/1431 dated 11<sup>th</sup> December, 2023**

With reference to your Tender Ref No. AAAL/ADMIN/SPACE/1431 dated 11<sup>th</sup> December, 2023 for hiring of office space on lease for AAAL, We hereby, submit our response to the Technical Bid as listed below, with all the relevant and complete documentation as required.

<b>S. No</b>	<b>Description</b>	<b>Proof/Certificate Document Type</b>	<b>Bidder Response</b>
1.	Name of Bidder		
a.	Location	Any Government Issued Identity Document	
b.	Name of Building		
c.	Address of the Property offered on Lease		
d.	Pin Code		
e.	Mobile No:		
f.	Email ID:		
g.	GSTN		Copy of GSTN
h.	PAN	Copy of PAN	
i.	Incorporation Certificate.	Copy of Incorporation Certificate	
j.	MSME	Copy of MSME Certificate	
2.	Address of Office Space Offered on Lease	Any Government Issued Address roof/ Previous Lease	

		Agreement	
3.	Is the Bidder, the Owner of the Office Space Offered (Yes/No)	Ownership Proof, if Yes	
4.	Is the Bidder authorized to participate in the Bidding on behalf of Owner of Office Space Offered (Yes/No)	Authorization Proof, if Yes	
5.	Type of Bidder Entity (Individual/ Proprietor/ Partnership/ Firm/ Company/ Society/ any Other)	Proof of Bidder Entity Type	
6.	Category of Offered Office Space as certified by relevant authority (Residential/ Commercial/ Institutional/ Industrial/ Any Other)	Proof of Category of Office Space	
7.	Year of Construction of Property in which Office Space is Offered/Located	Completion Certificate/ Undertaking by Bidder	
8.	Is the Office Space offered is in Municipal corporation Area (Yes/No)	Current Year Property Tax Receipt from Municipal corporation Area	
9.	Distance from I.G.I Airport (Should be within a vicinity of 15 KM from I.G.I Airport)		
10.	Distance from nearest Metro Station, Name of the Metro station to be mentioned.		
11.	Distance from nearest public parking slot		
12.	Distance of offered space from Airport		
13.	Area of property being offered (Area 35000 sq. ft. would be the essential criteria.)		
14.	Floor in Case of multi-storey building		
15.	Details of Floor Plan/Layout of Property		
16.	Whether the premises owner confirming to provide furnished office space as per AAAL indicative design and requirement.		
17.	Availability of Amenities & Facilities:		
a	Work stations	No.s	
b	Lifts	No.s	
(i)	No of Lifts	Enclose Proof	
(ii)	Capacity of Lifts	Enclose Proof	
c	CCTV Surveillance in Common Area	Nos	
d	Security Guard at Entrance	Nos	
e	Parking Facilities	Nos	
f	No. of board/conference rooms available in the building offered	Nos	

g	No of halls available in the building offered	Nos	
h	Cafeteria	Nos	
i	Provisions of separate cabins of various sizes as per scope of work.	Nos	
j	Numbers of parking for Cars/Two Wheelers ( <b>Annexure - I</b> )		
k	Status of Fire Fighting Arrangements		
18	Confirmation of minimum period of 05 years Lease Offered		
19	Confirmation of Quarterly/ Monthly common maintenance charges are included.		
20	Status of Approvals from Competent Authorities & Clearances /NOC from all the relevant Central/State/Local Govt authorities for the usage.		
21	Sketch and site plan of offered Office space enclosed? (Yes/ No)		
22	Adequate provision for drinking water and for utilities for average occupancy of ? (Yes/ No)		
23	Adequate sanitation and water supply points installed for average occupancy of ? (Yes/ No)		
24	Adequate power load for the Office space offered? (Yes/ No)	Capacity: ..... KVA	
25	Adequate power backup facility for the Office space offered? (Yes/ No)	Capacity: ..... KVA	
26	Adequate electrical points for average occupancy of ? (Yes/ No)	No of Points: .....	
27	Adequate number of LED light fixtures for the Office space offered? (Yes/ No)		
28	Adequate number of fans for the Office space offered? (Yes/ No)		
29	Adequate Central Air conditioning/ ACs provided? (Yes/ No)		
30	Clearance/No Objection Certificate from all relevant Central/State/Municipal Authorities? (Yes/ No)	Fire Safety Certificate, Building Plan approval, Pollution Control Board NOC etc- all of which are relevant.	
31	Adequate number of fire extinguishers for Office space offered? (Yes/ No)		
32	Adequate number of fire detectors for Office space offered? (Yes/ No)		
33	Adequate number of fire alarm for Office space offered? (Yes/ No)		
34	Is offered space free from liability/litigation/ encumbrances as on current date? (Yes/ No)		
35	Is provision related to lease agreement shall be entered into on the basis of lower of 1. Lease Rental rate as per Financial bid and 2. Rental rate as per Rent Reasonableness Certificate		

	issued by municipal corporation understood and agreed to? (Yes/ No)		
36	Bidder should confirm compliance to the stated work scope in its entirety and confirm that has submitted its financial bid in the same format as per <b>Annexure VII</b> as applicable.	Must/Mandatory	
37	Bidder agrees to submit the undertaking & compliance certificate placed at <b>Annexure VIII</b> , NDA at <b>Annexure IX</b> & Integrity Pact at <b>Annexure X</b> and to abide by its governing conditions.	Must/Mandatory	

**Note:-**

Bidder to note that all para's herein are "MUST/MANDATORY" conditions, for qualifying the further Bid Evaluation and hence the response of "YES" only is expected from the Bidder, failing which Bidder may be disqualified and rejected in the further evaluation exercise. **Relevant documents duly signed, must be submitted in support of each of the MUST/MANDATORY condition.**

Signature: - \_\_\_\_\_

Name: - \_\_\_\_\_

Designation: - \_\_\_\_\_

Company Seal: - \_\_\_\_\_

**Minimum Eligibility Criteria to be technically qualified.**

1. **Office Location** (Max: 100, Weightage: 0.40, Max Marks weightage: 40.0)
  - Vicinity to the I G I A. (0-5km, 5-10km & 10-15km):30
  - Commuting options and Public Transport connectivity:35
  - Congestion on approach during peak time (to & from):35
  
2. **Building Infrastructure**(Max: 100, Weightage: 0.40, Max Marks weightage: 40.0)
  - Furniture & Fixtures Quality (branded/unbranded/durability/ergonomic comfort):10
  - Age of Building, safety dimension and Quality of construction:10
  - Air conditioning & Electrical Infrastructure:10
  - Lifts Infrastructure w.r.t. Habitation (number of people):05
  - Natural Lighting & Ventilation options:10
  - Disabled friendly:10
  - Noise Pollution (Office Commercial Complex with or without retail outlets):10
  - Green Initiatives & Eco Friendly:05
  - Garbage Management:05
  - IT Infrastructure (ISP Connectivity, Cabling etc):10
  - Security Infrastructure:10
  - Support facilities for office complex (if any):05
  
3. **Maintenance Infrastructure** (Max: 100, Weightage: 0.20, Max Marks weightage: 20.0)
  - Electrical:35
  - Civil:30
  - House Keeping facilities:35

**Note: 1**

*Weightage: Max : 1 (0.4+0.4+0.2)*

*Minimum Qualifying Marks for opening of financial bids: 50 and above out of 100 in points 1 to 3.*

**Note 2:**

*The final selection will be done based on the lowest cost (termed as L1 bidder) amongst the technically qualified bidders.*

*In case of tie, the bidder with higher weightage of technical score will be given priority.*

\*\*\*\*\*

(On Vendor's Letterhead)

**Covering Letter for Submission of Financial Bid**

To

**ALLIANCE AIR AVIATION LTD  
I.G.I Airport, Domestic Terminal 1  
New Delhi -110037**

Dear Sir,

**Subject: - Financial Bid as per your Tender Ref No. AAAL/ADMIN/SPACE/1431 dated 11<sup>th</sup> December, 2023**

With reference to your tender Ref No. AAAL/ADMIN/SPACE/1431 dated 11<sup>th</sup> December, 2023\_for hiring of office space on lease for AAAL, we hereby submit our Financial Bid in the format as at **Annexure - VII**.

We also agree to the terms & conditions of your tender detailed in **Schedule - III**. We hereby confirm that our offer submitted above is valid for a minimum period of 180 days from the last date of submission of the bid against this tender

All the terms and conditions & work scope of your tender detailed in **Schedule III** and **Annexure-I** respectively and Financial Bid form at **Annexure-VII** have been read, understood are hereby agreed .

Signature: - \_\_\_\_\_

Name: - \_\_\_\_\_

Designation: - \_\_\_\_\_

Company Seal: - \_\_\_\_\_



(On Bidder's Letterhead)  
Financial Bid

To

ALLIANCE AIR AVIATION LTD  
I.G.I Airport, Domestic Terminal 1  
New Delhi -110037

Dear Sir,

**Subject: - Financial Bid as per your Tender Ref No. AAAL/ADMIN/SPACE/1431 dated 11<sup>th</sup> December, 2023**

With reference to the subject tender, please find below our best offer in the format desired:

S. No	Work Details/ Description	Accounting Unit in INR	Qty	Rate in INR	Amount in INR	Remarks
A	B	C	D	E	F	G
1	<p>(a) Space for office building with well-furnished carpet area 35000 sq. ft.(Cost inclusive of lease rental, maintenance and car parking)</p> <p>(b) Price bid items :-</p> <p>(i) Electricity consumption rate per unit (74000 units approximately per month-per unit cost to be quoted for evaluation of L1 )</p> <p>(ii) Car parking beyond 55 till 70:(cost per car for evaluation of L1)</p> <p>Note :- (i) Payment shall only be made on the Carpet Area and Electricity &amp; Water actually utilised by AAAL.</p> <p>(ii) The quoted rate are included the scope of work as prescribed in <b>Annexure – I.</b></p> <p>(iii) DG set/Power backup required for all the office</p>	Each Unit	<p><u>35000 Sq ft</u></p> <p>74000 units</p> <p>15</p>			

	equipment, lights, fans etc. of capacity of 225 KVA.					
2	Lease Rental Rate per Sq. Ft. (In Figures)					
3	Lease Rental Rate per Sq. Ft. (In Words)					
4	Sub Total					
5	Taxes/ duties/ statutory payment (please indicate if GST is applicable) etc.					
6	<b>Grand Total</b>					

**Note: -**

\*The Bidder who has the lowest grand total of offered rates for the activities in the above table, at column F would be declared as the L-1/Successful Bidder.

\*\*\*\*\*

Signature: - \_\_\_\_\_

Name: - \_\_\_\_\_

Designation: - \_\_\_\_\_

Company Seal: - \_\_\_\_\_

**(On Bidder's Letter Head)**

**Annexure - VIII**

**To  
ALLIANCE AIR AVIATION LTD  
I.G.I Airport, Domestic Terminal 1  
New Delhi -110037**

**Undertaking & Compliance Certificate**

Dear Sir,

It is certified that we have studied and understood the terms and conditions of Tender Ref. No. AAAL/ADMIN/SPACE/1431 dated 11<sup>th</sup> December, 2023 for hiring of office space on lease for AAAL. With respect to the same, we hereby undertake and agree to unconditionally abide by all the terms & conditions and scope of services stipulated by AAAL in the tender including all annexure, addendum, and corrigendum.

We also hereby submit that all the details mentioned by us are true and correct and if AAAL observes any misrepresentation of facts on any matter at any stage, AAAL has the absolute right to reject the Bid/proposal and disqualify us from the bidding/selection process.

We confirm that we have noted the contents of the tender and have ensured that there is no deviation in filing our response to the tender and that AAAL will have the right to disqualify us in case of any such deviations.

We certify that the services offered by us for the requirements specified in the tender conform to the specifications stipulated by AAAL. There are no hidden costs to Alliance Air over and above the price quoted in the financial bid.

Signature and Stamp of Company

**(AUTHORISED SIGNATORY)**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

To

**ALLIANCE AIR AVIATION LTD**  
**I.G.I Airport, Domestic Terminal 1**  
**New Delhi -110037**

**Non-Disclosure Agreement**

Dear Sir,

We acknowledge that during the course of bidding for tender Ref No. AAAL/ADMIN/SPACE/1431 dated 11<sup>th</sup> December, 2023 for hiring of office space on lease for AAAL, we shall have access to and be entrusted with confidential information knowledge, documents, materials or data, including copies and reproductions thereof and interpretations commercial, technical, administrative, financial, scientific, marketing or intellectual property nature or otherwise), whether oral or written, relating to AAAL and its business that is provided to us pursuant to this agreement or during the process of tendering (hereinafter referred to as "Confidential Information").

In consideration of AAAL making confidential information available to us, we agree to the terms set out below:

- i. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary to preserve such confidentiality,
- ii. We shall use the Confidential Information solely for the purpose of the present Tender only and not for any other purpose whatsoever,
- iii. We shall not disclose any confidential information to any other person or firm without the prior written consent of AAAL.
- iv. This Agreement shall continue perpetually unless and to the extent that AAAL may release it in writing.
- v. We understand that the Confidential Information disclosed under this agreement is of a commercially valuable and highly sensitive nature. In the event that we (including its representatives) make or causes to be made any unauthorised disclosure of the Confidential Information, AAAL shall be entitled to seek an injunction against us to restrain from making any such disclosure. In addition or in the alternative, as the case may be, AAAL shall be entitled to exercise such legal and equitable remedy as are available in respect of the Confidential Information.
- vi. The provisions of this Agreement shall be governed by and construed in accordance with laws of India and shall be subject to the exclusive jurisdiction of the Courts of Delhi/ NCR.

We acknowledge that no failure or delay by AAAL in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.

Signature and Stamp of Company

**(AUTHORISED SIGNATORY)**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

## INTEGRITY PACT

**(To be executed on plain paper and submitted along with technical bid/tender documents. To be signed by the bidder and AAAL)**

Alliance Air Aviation Limited (AAAL) 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-----  
-----The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

#### **Action 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 personal is not legally entitled.
  - 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 process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, 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 himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/contractor(s) will not, directly or through any other persons 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 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 cartelization 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)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contract**

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 to terminate the contract, if already signed, for such reasons.

### **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.
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 as per the tender.

### **Section 5 : Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti 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 and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

### **Section 6: Equal treatment of all Bidders / Contractors / Sub -contractors.**

1. In case of sub –contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub – Contractor.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.
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 violation Bidder(s) / Contractor(s) / Sub-contractors(s).**

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) 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 : Independent External Monitor/Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the CEO, AAAL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on “Non – Disclosure of Confidential Information” and of “Absence of Conflict of Interest” In case of any conflict of interest arising at a later date, the IEM shall inform CEO, AAAL and recuse himself/herself from the case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CEO, AAAL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CEO, AAAL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CEO, AAAL has not, within the reasonable time taken visible

action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word "Monitor" word include both singular and plural.

**4. Section 10 : Pact Duration**

1. This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.
2. 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 the CEO of AAAL.

**Section 11: Other Provisions**

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 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.
- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place \_\_\_\_\_ Date \_\_\_\_\_

Witness 1 :  
(Name & Address)

Witness 1 :  
(Name &Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2 :  
(Name & Address)

Witness 2 :  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
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\_\_\_\_\_



**(To be printed on bidder's company letterhead)**  
**Authorization Letter for Attending Bid Opening**

To

**ALLIANCE AIR AVIATION LTD**  
**I.G.I Airport, Domestic Terminal 1**  
**New Delhi -110037**

**Sub: Authorization for attending the opening of Tender (Technical & Financial Bid)**

Dear Sir,

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

<b>S. No.</b>	<b>Name of the Person Attending Bid</b>	<b>Technical/ Financial Bid</b>	<b>Signatures of the Person Attending Bid</b>
1			
2			
3			

Signature and Stamp of Company

**(AUTHORISED SIGNATORY)**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_