



Alliance Air Aviation Limited

(A wholly owned subsidiary of AI Asset Holding Limited)

TENDER DOCUMENT

Please super scribe the following on the envelope.

TENDER NO: AAAL/CFP/DEL/2025/01

Date: 27.06.2025

Tender for Supply of Computerised Flight Planning on Software as a Services (SAAS) for 3 (three) Years



Alliance Air Aviation Limited

(A wholly owned subsidiary of AI Asset Holding Limited)

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 applicant(s)/bidder(s) whether verbally or in documentary or any other form by or on behalf of Alliance Air Aviation Limited (herein after referred to as “**AAAL**” or “**Alliance Air**”), shall be subject to the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.

The purpose of this Tender is to provide all applicants/bidders with information that may be useful to the min 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 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.

This Tender is not an agreement and is neither an offer nor invitation by AAAL to the prospective applicants /bidders or any other person. The purpose of this Tender is to provide applicants/bidders with information that may be useful to them for making their technical and commercial (financial) Bids pursuant to this Tender. The Tender does not imply that AAAL is bound to select a bidder/applicant 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 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 howsoever caused arising from reliance of any applicant or bidder upon the statements contained in this document.

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 applicants/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 applicants/bidders and AAAL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the applicants/bidders in preparation for submission of the Bid, regardless of the conduct or outcome of the Bid selection process as contained herein.

Alliance Air Aviation Limited

(A wholly owned subsidiary of AI Asset Holding Limited)

TABLE OF CONTENTS

The Two Bid Tender Document comprises of the following:

| Sr. No. | Description | Page No. |
|---------|---|----------|
| 1 | Cover Page | 1 |
| 2 | Disclaimer | 2 |
| 3 | Table of Contents | 3 |
| 4 | Introduction & Summary of bidding Information | 4-5 |
| 5 | Fleet Strength and Crew Strength Details | 6 |
| 6 | Evaluation Criteria , General Terms & Conditions,Agreement Clauses | 7-10 |
| 7 | Other general Terms & Conditions, Definitions | 10 |
| 8 | Bid Submission | 11-14 |
| 9 | Rejection of Bids (Technical Bid & Financial Bid) | 15-16 |
| 10 | Pre-Bid Meeting | 17-18 |
| 11 | Security Deposit / Performance Guarantee | 18-21 |
| 12 | Evaluation Criteria for Technical Bid & Financial Bid & Penalty Clause | 21-23 |
| 13 | Submission of Bill , Payment Terms , Indemnification, Exit / Termination , Additional Terms & Conditions, Certification | 24-29 |
| 14 | Product Specification & Work-Scope For Computerised flight Planning Software APPENDIX A | 30 |
| 16 | Technical Commercial I Bid Format - APPENDIX B | 31-33 |
| 17 | (Financial) Bid Format - APPENDIX C | 34 |
| 19 | Pre Bid Conference – Query / Clarifications – APPENDIX D | 35 |
| 20 | Bid Security Declaration Form - APPENDIX E | 36 |
| 21 | Acceptance of Terms and Conditions - APPENDIX F | 37 |
| 22 | Undertaking From Bidders - APPENDIX G | 38 |
| 23 | Non-Disclosure Agreement - APPENDIX H | 39-43 |
| 24 | Guidelines for Indian Agents of foreign Suppliers - APPENDIX I | 44 |
| 25 | Guidelines on Banning of Business Dealings - APPENDIX J | 45-50 |
| 26 | Bank Guarantee Format for Security Deposit - APPENDIX K | 51 |



Alliance Air Aviation Limited

(A wholly owned subsidiary of AI Asset Holding Limited)

NOTICE

Tender No.: AAAL/CFP/DEL/2025/ 01

Date of Issue: 27.06.2025

Closing date of Tender: 17.07.2025

Opening date of Tender: 17.07.2025

Dear Sir,

SUB: TENDER FOR SUPPLY OF COMPUTERISED FLIGHT PLANNING ON SOFTWARE AS A SERVICE (SAAS) FOR 3 (THREE) YEARS

1. INTRODUCTION

Alliance Air Aviation Limited (AAAL) intends to subscribe for **Computerised Flight Planning Software on Software as a Service (SAAS) model for a period of three years for its flights.** The estimated number of flights as per the current flight schedule is around 70 flights per day, which can be increased / decreased depending our operational requirement.

This tender includes the requirements of Alliance Air (IATA Code: 9I and ICAO Code: LLR) operating under its own Air Operators Certificate. Bidders who wish to participate in the bidding process must follow the procedure as mentioned below.

Sealed bids should be submitted in two separate envelopes super scribed as “**TECHNICAL BID**” and “**COMMERCIAL BID**” or “**FINANCIAL BID**”, quoting our Tender No **AAAL/CFP/DEL/2025/01**. The bids should be submitted by **1500 hours (Indian Time) on 17.07.2025**. The Technical bid should cover all details given in Para 7 of this tender document. If there are any deviations, bidders are required to specify the same in the Technical bid. **If both Technical & Commercial (Financial) bids are submitted in the same envelope, the bids will be rejected. However, two separate sealed envelopes can be kept in one covering envelope.**

Bidders desiring to be present at the time of opening the technical bids may give their willingness accordingly. In the present scenario where bidders may not be able to be physically present they can attend tender openings online. **Technical bids will be opened on 17.07.2025 at 1530 Hours Indian Time (IST).** Commercial (Financial) bids of only those parties will be opened whose Technical bids are found to be suitable after evaluation, which will be carried out by Alliance Air based on the Technical bid details. Parties whose Technical Bids are found suitable would be informed of the date, time and venue of opening of the Commercial (Financial) bids.

2. SUMMARY OF BIDDING INFORMATION

| | | |
|----|---|--|
| 01 | Tender no. | AAAL/CFP/DEL/2025/01 |
| 02 | Name of the Tender | <u>Tender for Supply of Computerised Flight Planning Software on Software as a Service (SAAS) for 3 (three) Years</u> |
| 03 | Date Issued | 27.06.2025 |
| 04 | Contract Period | 3 (three) years from the date of signing of Contract (extendable for a further period of two (2) years with same terms and conditions depending on the requirements of AAAL. |
| 05 | Last date and time of submission of sealed Bids (the “Due Date and Time”) | 17.07.2025 by 1500 Hrs. (IST). |
| 06 | Pre-Bid Meeting date/ time and venue. | 09.07. 2025 at 1400 Hrs.(IST) at the following address: Conference Room, Alliance Bhawan, Domestic Terminal 1, IGI Airport, New Delhi - 110037 |
| 07 | Place of submission of Bids | Tender Box earmarked for this purpose, at the Office of: Alliance Air Aviation Limited C/o Material Management Department Alliance Bhawan, I.G.I. Airport, Domestic Terminal-1, Palam, New Delhi-110 037, India. |
| 08 | Time and Date of opening of Bids | (i) Technical Bid– 17.07. 2025 15:30 Hrs. Commercial Bid – the date will be intimated subsequently to the technically qualified Bidders. |
| 09 | Place of opening of Bids | Alliance Bhawan, I.G.I. Airport T-1, New Delhi-110037, India. |
| 10 | Address of Communication for any clarifications. | Alliance Air Aviation Limited, C/o Operations Department, Alliance Bhawan, I.G.I. Airport, Domestic Terminal-1, Palam, New Delhi-110037,India, Email ID: cops@allianceair.in Alternate Email ID: c.kandula@allianceair.in |
| | | |

3. Alliance Air Network Details: Alliance Air Aviation Limited (AAAL) intends to subscribe for a Computerised flight planning. The estimated number of flights, as per the current flight schedule, is around 70 flights per day, which can increase / decrease depending our operational requirements.

4. Fleet Strength and Crew Strength: Fleet strength and crew strength of Alliance Air network is as follows: (as on date)

| SN | Airline | Fleet | Strength | Crew Strength |
|----|--------------|------------------------------------|----------------|---------------|
| 01 | Alliance Air | ATR 72-600 ATR 42-600 Do-228 | 18 02 01 | 131 |

5. Geographical Area Coverage: Following is the geographical area to be covered for all services. (as on date):

| Airline | Coverage Area |
|--------------|----------------------------|
| Alliance Air | Within INDIA and Sri Lanka |

6. Contract Period: The contract will be for a period of **3 (three)** years and will commence from **01.09.2025 and up to 31.08.2028**. The shortlisted Bidder (s) shall provide the products and services mentioned in Para 1 for a period of three years, with the option, to extend the services for another two years on the same terms, rates and conditions.

7. Technical Bid: The Technical Bid must be submitted in the format as given in “**Appendix B**” in a separate envelope super scribing, the “**Tender No: AAAL/CFP/DEL/2025/01 “Technical Bid”**” on the envelope.

It should contain the following details:

- List of airlines served by the bidder at the time of bidding.
- Location & Address of Bidder’s Office/ Head Office.
- Name & Contact details of concerned personnel dealing with the subject tender.
- Compliance Confirmation Certificate whether the bidder complies with all regulatory requirements mentioned in para 4 of this tender document.
- Confirmation whether the clauses mentioned in tender document are acceptable and willingness to be incorporated in the agreement.

8. Transition Support: Shortlisted bidder should give an undertaking to provide the necessary training modules/materials and support for a smooth and seamless transfer from the current system and without any cost component to this effect.

9. Commercial Bid (Financial Bid): Commercial bids of only those bidders who qualify on the basis of evaluation of their Technical bids, would be opened, and accordingly such bidders would be intimated by e-mail the date of opening of the commercial bids. The authorized representatives of the bidders (maximum two only and with authority only), whose commercial bids will be opened, would be permitted to attend the opening of the financial bids. In the present scenario where bidders may not be able to be physically present they can attend tender openings online.

Commercial bid must be submitted in a separate envelope super scribing the “**Tender No: AAAL/CFP/DEL/2025/01 Commercial (Financial) Bid**” on the envelope.

It must contain the following:

- a) **Price Quotations:** Based on the above information, please submit your lowest quotation as per format given in **Appendix B & Appendix C**.
 - i) Base price plus yearly increment, if any. Quoted Price should be valid for entire contract period i.e. 3 years.
 - ii) Quotation should be mentioned only in (**EURO/USD/INR**) and discount if any, should also be mentioned in (**EURO/USD/INR**). For evaluation of financial bid, conversion rate as applicable on the date of opening of financial bid shall be considered.
 - iii) Bidders are requested to indicate separately discount, if any.
 - iv) All duties & taxes applicable to Alliance Air must be mentioned in the Commercial(Financial) bid itself with the current applicable rates.
- b) **Pricing Mechanism:** Pricing mechanism that will be followed by the bidder has to be clearly explained while highlighting the parameters that will directly/indirectly affect the pricing.
- c) **Pricing Model Calculation:** It is required to explain the pricing mechanism with the examples of one or two model calculations.

10. EVALUATION CRITERIA:

i) Technical Bids:

- a. The Technical Bids would be first evaluated for compliance. Alliance Air reserves the right at its sole discretion to seek whatever information, documents etc. from the bidders as it may consider necessary for the purpose of evaluation of the bids.
- b. The bids of only those bidders whom Alliance Air considers qualified at this stage would be considered for opening of Financial Bids.

ii) Financial Bids:

- a. The Financial Bids of only those bidders who qualify under the Eligibility Criteria as specified at Para 11 of this Tender and also confirm to abide by other terms & conditions of the Tender document, would be opened.
- b. 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 only would be permitted to participate in the opening of the Financial Bids.

iii) Technically Disqualified Bids:

- a. Financial bids of the technically disqualified bidders would be returned back to the disqualified bidders after finalization of the contract with the successful bidder and against acknowledgement from the bidders.

- b. In case a bidder fails to collect the financial bid within the stipulated 30 (thirty) days' time, the bid(s) shall be shredded in "as is where is" condition after expiry of 30 (thirty) days' time.

11. PRE QUALIFYING / ELIGIBILITY CRITERIA:

Bids of the tenders, who fulfill the following pre-qualification requirement and submit documentary proof there of long with the technical bid, will only be eligible for further evaluation, in case any software company cannot quote directly as a matter of policy. It may authorize only one channel partner to quote on its behalf. Such an authorization would be accepted by AAAL subject to the followings;

11.1. An undertaking by the Software provider to fulfill either directly or through the channel partner / authorized distributor, all obligations as per the standard company policy and on-site comprehensive warrant during the warranty period.

11.2 if the authorization letter of the Software Company does not include the above undertakings, the offer will be rejected and will not be processed further.

The original software company (OSC) should be ISO certified.

Earnest money deposit (EMD) must be deposited in favour of Alliance Air Aviation Limited, payable at Delhi as per clause 16 below. No other mode of payment will be accepted. In case EMD is not deposited, or not in the mode specified, the tender would be rejected.

Live Demo of the flight plan Software will have to be given by the tenderer as a part of technical evaluation. The financial bid of tenderer, whose software is found suitable and acceptable, will be opened.

Note; - it may be noted that documentary proofs, wherever asked for in this tender, must be attached by tenderer in the technical bid failing which the tenderer's bid is liable to be rejected. However, AAAL reserves the right to call for any documents which may require for evaluation.

12. EARNEST MONEY DEPOSIT: (hereinafter referred to as "EMD")

The prospective Indian Applicants/Bidders are required to submit an Earnest Money Deposit of **5 lakh** by means of a Demand Draft / Pay Order in favour of Alliance Air Aviation Limited. Delhi and attached the same with the technical bid response.

In case of foreign applicant / bidder, **USD 6000** (Six Thousand only) shall be required to be deposited by way of wire transfer at the following account and proof of remittance must be attached along with the technical bid.

IndusInd Bank

Dr, Gopal Das Bhawan

28, Barakhamba Road

New Delhi- 110001.

Account No – 201001370011

IFSC code – INDB0000005

MICR CODE-110234002

BSR CODE – 6380006

Swift code: INDBINBBNDH

Tenders received without EMD will be rejected.

- EMD in form other than Demand Draft / pay order/ wire transfer will not be accepted and quotations shall be out rightly rejected. (Cash& cheque are not acceptable)
- EMD so deposited shall not carry any interest.
- EMD will be forfeited in the event of a tenderer withdrawing or modifying his bid after opening of the tenders and / or in the event of the successful tenderer declining to accept the purchase order.
- In case of unsuccessful tenderers, EMD shall be refunded without interest within a reasonable time after finalization of the tender.

12.1 VALIDITY OF RATES:

- a. The rates offered / finalized / agreed to by the tenderer shall be exclusive if all Government Taxes/ levies and shall be for free delivery and installation at AAAL'S office Terminal-1, New Delhi-110037.
- b. Quotations should be valid for a minimum period of 120 days from the date of opening of Bid.
- c. The Tenderers should commit to pass on the benefits to AAAL.

13. General Terms & Conditions

- a. Other things being equal, purchase preference will be granted to Central Public Sector Enterprises (CPSEs), Govt. of India, at lowest valid Financial bid (as per Office Memorandum no. DPE/13(12)/2003-FIN VOL II dated 18th July 2005 issued by Dept. of Public Enterprises, Government of India.
- b. Alliance Air does not hold any responsibility whatsoever with regard to loss of tender document, delays due to postal/ courier deliveries.
- c. The issue of this tender does not imply that Alliance Air is bound to select a bidder. Not with standing anything contained in this Tender, Alliance Air reserves the right to reject any bid and to annul the bidding process and/or reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that Alliance Air rejects or annuls all the bids, it may, in its sole discretion, invite all eligible bidders to submit fresh bids hereunder.
- d. Alliance Air reserves the right not to proceed with the bidding process at any time, without notice or liability, and to reject any bid without assigning any reasons.
- e. The bidders shall bear all their own 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 will remain with the bidder and Alliance Air shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of this tender process.
- f. No bidder shall submit more than 1 (one) bid against this Tender.

- g. The bids and all communications in relation to or concerning this Tender and the bids shall be in English language only
- h. Alliance Air reserves the right to select any of the pricing methods and award part or full business to one or more Bidders. Alliance Air also reserves the right to accept or reject any offer without assigning any reason whatsoever.
- i. Bidder(s) quotation will be rejected on the following grounds:
- In case of only Technical bid received and commercial (Financial) bid is not received and vice versa.
 - In case of bids are received by fax or by Email only.
 - In case Technical & Commercial (Financial) bids are sent in one envelope. However for the avoidance of doubt two separate envelopes can be kept in one covering envelope.

j. Agreement Clauses:

Following details are required to be incorporated in the agreement with the successful bidder along with all other applicable.

- i) **Format:** Agreement between Alliance Air and perspective bidder shall be finalized after meeting the vetting requirements by the Legal team.
- ii) **Addresses:** Alliance Air is having its registered office and principal place of business as follows:
- Registered office** : Alliance Bhawan
Domestic Terminal-1; I.G.I. Airport
New Delhi-110037
- Principal place of Business** : Alliance Bhawan
Domestic Terminal-1; I.G.I. Airport
New Delhi-110037
- iii) **Invoices:** Monthly invoices based on 45 (forty five) days credit from the date of receipt of invoice on common pricing mechanism need to be prepared and forwarded to the attention of Chief of Operations on email address cops@allianceair.in and c.kandula@allianceair.in
- iv) **Payment Terms:** Payment terms will be forty five (45) days credit from the date of invoice. The currency of payment would be in (**EURO/USD/INR**).
- v) **Termination/Exit clause:** Termination for any reason shall be without prejudice to any right or obligations of the party which have accrued prior to termination.
- a. Alliance Air reserves its right to terminate the contract in the event of unsatisfactory performance by the service provider by giving a maximum of 30 (thirty) days' notice.
 - b. Alliance Air reserves its right to amend the schedule of operations for any particular product/service due to change in its requirements. The party would be suitably informed relation to such change.

- c. For any other reasons, the contract can be terminated by either of the parties by giving 90 (ninety) days notice.
- d. AAAL reserves the right to cancel the tender at any point in time without specifying any reason.

vi) Arbitration clause: In case of any disputes, governing law should be Laws of India and subject to jurisdiction of Delhi or (for other than Indian Bidders) –the governing law should be a neutral third country preferably ‘The Laws of Great Britain’. Any dispute arising between the Service Provider and AAAL (Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the Contract or the validity or breach thereof (the “Dispute”), shall first be settled mutual consultation between the authorized representatives of the Parties. If the Dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has, the same shall be settled and finally resolved by arbitration. Such arbitration shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one (1) arbitrator each and the two (2) such appointed arbitrators shall in turn appoint the third (3rd) arbitrator as the presiding arbitrator. The arbitration award passed under the arbitration shall be final and binding on the Parties. The proceedings of the Arbitration shall be conducted in English language and place of arbitration shall be Delhi only. Each Party shall bear their own cost with respect to such arbitration.

14. Submission of Bids: Bidders are requested to submit their quotations, duly signed and completed in all respects in two separate and sealed envelopes as detailed in **Appendix B** and **Appendix C and Appendix D** (ref Para no 13 of above) to the following address so as to reach us by **1500 hrs.** On or before the due date i.e..**17.07.2025.**

Chief of Operations
(Attn: Capt. Chirag Thakkar)
Alliance Air Aviation Limited
Alliance Bhawan
Domestic Terminal-1; I.G.I. Airport
New Delhi-110037

15. Clarification: In case of any clarification with respect to subject tender, you may contact the following officials by email before the due date.

Capt. Chirag Thakkar -- Convener-Tender Committee
Mr. Chandrakanth Kandula -- Committee Member - c.kandula@allianceair.in

16. Website: This tender document is available up to the due date on Alliance Air website <http://www.allianceair.in> please click on Tenders & follow the link.

17. Acknowledgement of Receipt of Tender Document: All bidders are requested to acknowledge the receipt of this tender document and confirm your participation in the bidding process by email to the address mentioned in above para 15.

18. Other General Terms and Conditions:

18.1 Definitions:

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

- i. The term 'AAAL', shall mean "Alliance Air Aviation Limited, 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. The term "Bidder" shall mean the entity who has submitted the sealed/closed Bid for this Tender through its authorized signatory.
- iii. The term "Contract" shall mean the agreement entered into between Alliance Air and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- iv. The term "Days" shall mean the working days of Alliance Air.
- v. The term "Services" shall mean the services to be provided by the Successful Bidder as mentioned in the Tender.
- vi. The term "Successful Bidder" or the "Service Provider"(SP) shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- vii. The term "L-1" means Bidder with lowest quote, "L-2" means Bidder with the second lowest quote, etc..

18.2 Bid Submission:

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

a) Envelope– 1 (Technical Bid):

The Envelope 1 containing the Technical Bid should be submitted separately in a sealed/closed envelope super scribing "Technical Bid for **Tender No: AAAL/CFP/DEL/2025/01** for "Supply of Computerised flight plan" "**NOT TO BE OPENED BEFORE 15:00 hrs on 17.07.2025** (Bidders to mention Due Date and Time in the blank space)". The Bidders must furnish the Technical Bid along with all attachments/documents/information and details sought / required through documentary evidence, duly signed by the authorized signatory of the Bidder(s) with company stamp on all the pages of such documentary evidence and APPENDIXs submitted along with Technical Bid, as per the terms of the Tender. The Bidders name, email ID / contact numbers (telephone and fax) of the Bidders contact person, and the item(s) for which the Bid has been submitted should also be mentioned on the Envelope-1.

Envelope– 2 (Financial/ Commercial Bid):

The duly filled and signed Financial Bid, as per **APPENDIX D & E** should be submitted separately in another sealed/closed envelope super scribing "Financial Bid for **Tender No: AAAL/CFP/DEL/2025/01** for "Supply of Computerised flight plan Services ". The words "**Financial Bid not to be opened with Technical Bid**" should also be super-scribed on the envelope. The Financial Bid must be signed by the authorized signatory of the Bidder and company stamp shall be duly affixed on each page. The name of the Bidder, mailing address, contact no., fax, e-mail-id and the item(s) for which the Bid has been submitted should also be mentioned on Envelope-2.

Envelope 3 (Master Envelope):

Both the above envelopes i.e. the Technical Bid and Financial Bid, should further be enclosed in a master envelope which should also be in a sealed/closed condition super scribing “**Tender No: AAAL/CFP/DEL/2025/01**” **NOT TO BE OPENED BEFORE 15:00 hours on 17.07.2025** (Bidders to mention Due Date and Time in the blank space)”, The name, contact no., fax, e-mail-id and complete address of the Bidder should be mentioned on the Master Envelope and the same shall be addressed to the Office of Chief of Operations, Alliance Air Aviation Ltd. (Alliance Bhawan, Domestic Terminal-1, I.G.I. Airport, New Delhi-110037). The sealed bid master envelope shall be submitted at the above address in person or by post / courier so as to reach on or before the Due Date/Time. The Bid should be only in the prescribed format. The Bid cover should carry the complete name and address of the Bidder, along with the telephone, fax and e-mail address. Bids must be received by AAAL at the address specified above not later than the Due Date/Time.

- b. In case the Bids, either Technical Bid or Financial Bid are not sealed/closed separately and are received in a single sealed/closed cover or in an open condition, the same will not be considered and the Bid submitted by the Bidder will stand rejected.
- c. Sealed/Closed Bids are to be deposited/delivered in the tender box earmarked for this purpose at the following address:

Chief of Operations
Alliance Bhawan
Domestic Terminal-1
I.G.I. Airport
New Delhi – 110037.

Bids sent through Post or Courier shall be at the risk of the Bidder and AAAL shall not be responsible for any loss or non-receipt of the Bids.

- d. On the date of opening of Tender only the Technical Bids will be opened and the Financial Bids will be kept in the custody of AAAL in the same sealed/closed cover as received from the Bidder. Financial Bids of only those Bidder(s) who are qualified after the evaluation of the Technical Bids will be opened. Intimation will be sent to those Bidders who qualify after the evaluation of the technical Bids. No correspondence in this regard will be entertained. The authorized representative of the Bidders (maximum two authorized representatives per Bidder) would only be allowed to attend the Bid opening. Such representatives must carry an authorization letter on the letter head of the Bidder on each occasion citing Tender number and representative details (along with certified copies of Identification cards). The authorization letter must be duly signed by the authorized signatory of the Bidder.
- e. Bids should be filled in prescribed forms duly signed and stamped and the prices in the Financial Bid should be clearly written/typed both in words and figures without any overwriting. Corrections & overwriting, if any, should be counter signed by the Bidder. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- f. The Bid shall stand rejected if the Bidder submits an incomplete Bid, i.e. where only the Technical or only the Financial Bid is received.
- g. Bidders are advised to study the Tender carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the tender with full understanding of its implications.

- h.** Bids received through Fax or E Mail (in encrypted or other forms) will not be considered.
- i.** In the event of a default by the Successful Bidder during the Contract Period, AAAL reserves the right to cancel the Contract and to claim damages from the Successful Bidder, and also reserves the right to award the Contract to another Bidder at the sole cost and risk of the Successful Bidder.
- j.** The issue of this Tender does not imply that AAAL is bound to select a Bidder. Notwithstanding anything contained in this Tender, AAAL reserves the right to reject any Bid and to annul the Bidding process and/or reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that AAAL rejects or annuls all the Bids, it may, at its sole discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- k.** The Bidders shall bear their own 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 will remain with the Bidder and AAAL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this Tender process.
- l.** No bidder shall submit more than one Bid against this Tender. In case more than one bids are received only the last submitted bid would be considered.
- m.** Bids prepared by the Bidder shall contain all requisite information along with self-attested supporting documents as per details provided in the Technical Bid.
- n.** The Technical Bid should not contain any indication of the price related to the Financial Bid. In case an indication of such price quoted is included in the Technical Bid, the Bid will be rejected without any reference to the Bidder. No correspondence will be entertained in this regard.
- o.** The Financial Bid of only those Bidders who are found technically suitable during technical evaluation would be opened. The opening date and time of Financial Bids would be intimated to all the technically qualified Bidders to enable them to attend the Financial Bid opening.
- p.** Bids received after Due Date/Time shall not be considered.
- q.** If for some reason, the Bid opening or submission date is declared a holiday, then the Bid submission/opening date will automatically stand extended to the same time of the next working day.
- r.** AAAL reserves the right to accept or reject any or all Bids as well as to cancel the Tender, without assigning any reason or without any liability, whatsoever.
- s.** If in the price quoted in the Financial Bid, there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- t.** If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected.
- u.** Financial bid should be submitted strictly as per Format of Financial Bid (**APPENDIX 'C'**).

18.3 Amendments and Extensions: Amendments and Extensions, if any, to this Tender will be hosted on the website of Alliance Air at www.allianceair.in. The Bidders are, therefore, advised to visit Alliance Air's website regularly till the date of closing of the Tender. In case there is change in Service Details/ Requirement / Terms & Conditions after release of the Tender but before its Due Date/Time, the Bidders who have submitted their Bids shall have an option to re- submit their Bids, if they choose to do so, within the extension period as may be specified by AAAL. For avoidance of doubt, it is hereby clarified that the last Bid submitted by the Bidder will be considered as the final Bid.

18.4 Tender Fee: NO TENDER FEE

The Tender is available for down-loading on free of cost basis from Tender section of Alliance Air website, www.allianceair.in. There is no fee for the Tender Documents.

18.5 Validity of Bid, Prices, Govt. Duties / Levies etc.

- a. The price quoted by the Bidders shall be valid for a period of 180(one hundred and eighty) days from the date of Technical Bid opening. Any Bid whose validity is less than 180 (one hundred and eighty) days shall be summarily rejected.
- b. The quantum of service to be availed could vary by more than or less than 25% from that as indicated in the Tender in order to accommodate fluctuations in demand between the date of release of the Tender and the date of award of the Contract. The Bidder has to maintain the quoted/contractual price for this variation in quantity during the Contract Period.
- c. The price offered/agreed should remain firm till the completion of the Contract and subject to the terms of the Tender/Contract.
- d. No request for increase in prices shall be entertained during the Contract Period, except on account of increase in GST or any other Government levy, if imposed by the Govt. of India or airport operator charges, provided the Successful Bidder submits a proof of payment for such increase to the satisfaction of AAAL.
- e. The Bidders should commit to pass on the benefit to AAAL of reduction in statutory taxes, etc., by the Government, during the period of Contract.
- f. During the Contract Period, if for any reason there is a downward revision in the prices, the Successful Bidder shall pass on the benefits of the same to AAAL.

18.6 Rejection of Bids (Technical Bid & Financial Bid):

The Bids will be rejected forthwith without any evaluation on the following grounds:

- a. In case both the Technical Bid & the Financial Bid is not received in a sealed/closed envelope separately or are received in open condition in the master envelope. For the avoidance of doubt, two separate sealed envelopes in a master envelope is acceptable.
- b. If the Technical Bid and/or the Financial Bid has been received after Due Date/ Time of the tender.
- c. If only the Technical Bid has been received and the Financial Bid has not been received, and vice versa.

Alliance Air Aviation Limited

(A wholly owned subsidiary of AI Asset Holding Limited)

- d. If the Technical Bid and/or the Financial Bid have been received by fax or email or in any form other than that mentioned herein instead of in separate sealed / closed covers.
- e. If the Technical Bid and/or the Financial Bid have been received unsigned and has not been signed by the authorized signatory of the Bidder.
- f. If the Bid has been submitted without Bid Security Declaration Form or the Bid Security Declaration has been submitted in a mode/ format other than as specified.
- g. If any Financial Bid or price information is mentioned in the Technical Bid.
- h. If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or the submitted copies are illegible or the material unexplained and/or Bids not received as per the desired formats & Bidding instructions.
- i. In case of any variation, in the documents / data submitted by the Bidder in support of the Technical Bid and in comparison with the original documents during technical evaluation, the Bids of such Bidder would be out-rightly rejected / disqualified during Technical evaluation of Tender and provisions of Bid Security would be invoked.
- j. If the Bid response 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.
- k. If the Price indicated in the Financial Bid is Conditional.
- l. If the Financial Bid is not submitted in the format as per (**APPENDIX 'C'**).
- m. In case the Bidder being an MSE unit as specified at Clause 13 of Para 20.10, fails to submit a copy of the relevant MSE certificate.
- n. If the Bid has been received without the undertaking of acceptance of all terms & conditions.
- o. The above list is only illustrative and there can be other relevant grounds of rejection of Bids.
- p. AAAL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - i. Suspend and/or cancel the Bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms and conditions relating thereto;
 - ii. Consult with any Bidder in order to receive clarification or further information;
 - iii. Retain any information and/ or evidence submitted to the AAAL by, on behalf of, and/ or in relation to any Bidder; and/ or
 - iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- q. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the AAAL, its employees, agents and advisers, from any and all liability for claims, losses, damages, costs,

expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

18.7 Pre-Bid Meeting

- a. The pre-Bid meeting will be held with prospective Bidders on the **9th July 2025 at 1400 Hrs.** to clarify any queries relating to the purpose of this Tender at the address given below:

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

The purpose of the Pre-Bid meeting shall be to clarify the issues and to answer questions received from or any matter that shall be raised by the prospective Bidders. The Bidders are advised to send their queries at least three days prior to the Date of the Pre-Bid meeting. Bidders' queries if any may be addressed to the following officials of AAAL by e-mail:

Capt. Chirag Thakkar - Convener-Tender Committee (cops@allianceair.in)
Mr. Chandrakanth Kandula - Committee Member - c.kandula@allianceair.in

It is essential that all clarification/queries shall be submitted to AAAL, within 3 (three) days prior to the pre-bid meeting, Clarification to such queries shall be provided by the tender committee members of AAAL, in the pre-bid meeting. This shall also be minuted & uploaded within 72 (seventy two) hours of the pre-bid meeting on the Alliance Air website. No query beyond this day shall be entertained and no separate individual emails to the potential Bidders shall be provided. Hence such potential Bidders are requested to keep watch on Alliance Air website in this regard.

- b. Text of the questions raised and the responses given, together with any responses prepared after the Pre-Bid meeting, shall be transmitted without delay (without identifying the sources of the question) to all participants of the Pre-Bid meeting and shall also be displayed at AAAL's website (www.allianceair.in). Any modifications or alteration to the Bidding documents listed in Tender that shall become necessary as a result of the Pre-Bid meeting, shall be made by AAAL exclusively through the issue of an Addendum / Corrigendum separately and shall be available for downloading from AAAL's website (www.allianceair.in). No separate press advertisement will be given for the same. Addendum and/or Corrigendum, if any, to the Tender, shall be referred to and taken into consideration by the prospective Bidders. It is the Bidder's responsibility to visit the said website regularly for the aforesaid Addendum / Corrigendum as applicable.
- c. Non-attendance of the Pre-Bid meeting shall not be a cause for disqualification of a Bidder.
- d. Interested Bidders who desire to attend the Pre-Bid meeting shall communicate two days in advance to the Pre-Bid meeting scheduled date to make necessary arrangements for entry passes with names of their representative (maximum two authorized representative per Bidder), by email to c.kandula@allianceair.in.

- e. The Bidders authorized representatives shall carry an authorization letter as per the format provided under(**APPENDIX ‘F’**) to that effect on the letter head of the Bidder duly signed by the authorized signatory for the Bidder, along with an identity card to attend the Pre-Bid meeting.
- f. Inputs/suggestions/queries submitted by the Bidders as part of the Pre-Bid meeting and otherwise will be given due consideration by AAAL. However, AAAL is not mandated to accept any submission made by the Bidder and the final decision will rest with AAAL.

18.8 Modification of Bids:

- a. The Bidder(s) can modify or withdraw their Bid(s) after the Bid submission but prior to the Due Date/Time for submission of the Bid, provided that written notice of the modification/withdrawal is received by AAAL prior to the Due Date/Time for submission of the Bid. Last modification by the Bidder shall be final.
- b. In case of modified Bids, the Covers shall carry the superscription of Word "Modified" in addition to the superscription required by the Tender.
- c. In case of withdrawal of the Bid, the Bidder is required to submit a withdrawal letter addressed to Chief of Operations, Delhi. The cover containing the Bidder's withdrawal letter shall carry the super-scripting of the word **“Withdrawal of Tender No. AAAL/CFP/DEL/2025/01 for “Supply of Computerised Flight Plan Services”**.
- d. No Bid shall be modified after the Due Date/Time for submission of Bids.
- e. No Bidder shall be allowed to be modify/withdraw its Bid during the period after the Due Date/Time for submission of Bids and prior to the expiration of the period of Bid validity. Withdrawal/modification of Bid, during the time period mentioned above, shall result in invoking of provisions under Bid Security Declaration as submitted by the Bidder.

18.9 Bid Security Declaration:

- a) All bidders are required to submit Bid Security declaration form as per (APPENDIX ‘E’).
- b) The Bid Security declaration form should be printed on the company letter head and duly signed by the authorized signatory. The form should also bear the company stamp.
- c) Bids received without Bid Security Declaration form are liable for rejection.

18.10 Exemption / Preference to MSE units:

- i. As per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.12 by Ministry of Micro, Small and Medium Enterprise 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.
 - (1) District Industries Centers (DIC)
 - (2) Khadi and Village Industries Commission (KVIC)
 - (3) Khadi and Village Industries Board
 - (4) Coir Board
 - (5) National Small Industries Corporation (NSIC)
 - (6) Directorate of Handicraft and Handloom
 - (7) Any other body specified by Ministry of MSME.
 - (8) Udyog Adhaar

- ii. MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the particular tendered item along with their bid.
- iii. The MSEs registered with District Industries Centers must submit the Acknowledgement of Entrepreneur Memorandum (EM) Part-II along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
- iv. The Micro and Small Enterprises not registered for the particular trade/item for which this tender is relevant, would not be eligible for exemption / preference.
- v. The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.
- vi. The MSEs, who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
- vii. The Successful Bidder (MSME/Non MSME) will be required to submit the Security Deposit as applicable on the Contract value. However, in case of MSME Bidders, the Security Deposit/Bank Guarantee can be submitted on yearly basis renewable every year.
- viii. Price Preference- The MSEs registered with above mentioned agencies/bodies for the Tendered Service and quoting price within price band of L1+15% (fifteen per cent) shall also be allowed to supply a portion of requirement by bringing down their price to the price quoted by L1 in a situation where the price quoted by the L1 Bidder (the "L1 Price") is from other than a MSE and such MSE shall be allowed to supply up to 25 % (twenty-five per cent) of total Tendered value/service. In case of more than one such MSMEs are in the price band of L-1 + 15% and matches the L-1 Price, the 25% value shall be shared proportionately.

In case of split Tender value/service, the following shall apply –

- a. L1 Bidder whether MSE or non-MSE i.e. irrespective of his status shall be awarded the quantity as per the ratio eligible for L1 Bidder.
- b. MSEs in the price band of L1 +15% and matching the L1 Price will be awarded 25% of the Tendered value/service equally from the ratio as eligible for the L2 Bidder.. The balance quantity/value will be awarded to L2 Bidder provided they match the L1 Price.

For example: If split ratio of 60% of the Tender value/services to L1 Bidder and 40% of the Tender value/services to L2 Bidder then:

- 60% of the Tendered services/value will be awarded to the L1 Bidder irrespective of his status of being an MSE or a Non MSE
- All MSEs in the L1 + 15% price band and matching L-1 Price shall be awarded 25% of the Tendered services/value equally from the 40% of the Tendered services/value to be awarded to the L2 Bidder.
- The remaining 25% of the Tendered services/value will be awarded to L-2 Bidder, provided they match the L1 Price.
- In case the MSEs do not match the L1 Price then the 40% of the quantity/value will be awarded to the L2 Bidder provided they match the L1 Price.
- If the L2 Bidder does not match the L1 Price then the entire Tendered services/value will

be awarded to the L1 Bidder.

- ix. Preference for MSEs owned by Scheduled Castes or Scheduled Tribes (the “SC/ST MSE”) - Within above given 25% (Twenty five Per cent) quantity, a purchase preference of five per cent (that is, 25 (twenty-five) per cent out of 25 (twenty-five per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs, if they participate in the Tender process and match the L1 Price. Provided that, in event of failure of such SC/ST MSE to participate in Tender process or meet Tender requirements and L1 Price, the aforementioned five per cent of the Tender services/value reserved for SC/ST MSE shall be met from other MSEs.

MSEs would be treated as owned by SC/ ST entrepreneurs:

1. In case of proprietary MSE, proprietor(s) shall be SC /ST.
 2. In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one per cent) shares in the unit.
 3. In case of Private Limited Companies, at least 51% (fifty-one per cent) share shall be held by SC/ST promoters.
- x. Where any aggregator has been appointed by the Ministry of MSME, themselves to Bid on behalf of some MSE units, such Bids will be considered as Bids from MSE units and all such facilities would be extended to them also.
 - xi. An MSE Unit will not get any purchase preference over another MSE Unit.
 - xii. MSEs will also be entitled to the payment terms of 45 (forty five) days credit as against AAAL’s standard payment terms of 60 (sixty) days credit.
 - xiii. A provision for 3% (three percent) reservation for women owned MSMEs within the above mentioned 25% (Twenty- five per cent) will be applicable.

18.11 Invoking of provisions of Bid Security Declaration:

The provisions of Bid Security Declaration form shall be invoked if the Bidder –

- i. Withdraws its Bid at any stage of the Tender process after Due Date/Time and time of opening of the Bids.
- ii. Suppresses/ or fails to submit any information or material with respect to the litigation history of the Bidder as required to be provided under this Tender.
- iii. Modifies/withdraws its Bid during the period after the Due Date/Time for submission of Bids and prior to the expiration of the period of Bid validity.
- iv. Impairs or derogates from the Tender in any respect or declines to accept or honor the Contract if awarded in his favor.
- v. Being a Successful Bidder fails to furnish Security Deposit or Bank Guarantee within the specified period.
- vi. Engages in any corrupt or fraudulent practice,
- vii. Is an Errant Bidder as per the Tender;
- viii. Fails to execute the Contract within the stipulated period after the award of the Contract.

For avoidance of doubt it may be noted that the right of AAAL to invoke the provisions of Bid Security shall be without prejudice to any the other rights and remedies available to AAAL under the Tender or Contract and applicable laws.

18.12 Security Deposit / Performance Guarantee:

- i. The bidder who qualifies for award of Contract will have to deposit with Alliance Air 5% (Five per cent) of the total value of the Contract towards interest free Security deposit, within 2 weeks of receipt of the Contract. The Security Deposit is to be paid by way of Account Payee Demand Draft, Banker's Cheque, Bank Guarantee (BG) issued from any commercial bank, Fixed Deposit Receipt from any Commercial bank, in favour of the Alliance Air Aviation Limited', payable at Delhi.
- ii. In case of submission of Security Deposit by Bank Guarantee, it may please be noted that the original BG has to be forwarded by the Bank directly to AAAL through registered AD as per the detailed procedure which will be advised to the Successful Bidder. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the successful bidder.
- iii. Security Deposit if provided by way of Bank Guarantee shall be furnished on non-judicial stamp paper of appropriate value and in the prescribed format.
- iv. The Security Deposit / Bank Guarantee will be refunded / returned without interest within 60 days of successful completion of services against the Contract after adjusting for damages, if any, that may be imposed under the terms of the Contract.
- v. Validity of the SD would be till 60 (sixty) days after the scheduled completion of all obligations under the Purchase Order / Contract.
- vi. Security Deposit will be applicable to successful MSE Units also.
- vii. In case of MSME Bidder, the Security Deposit can be deposited on yearly basis, renewable every year. The second year Bank Guarantee should be valid for a period of 60 days beyond the Contract Period.
- viii. In case, Security Deposit is not deposited as per the terms of the Tender and the Contract, before the commencement of the Services, the bills presented by the Successful Bidder shall not be processed for payment till the time the Security Deposit is deposited by the Successful Bidder.
- ix. In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / Bank Guarantee be invoked.
- x. Such Security Deposit shall not bear any interest and shall be refunded without interest only on successful completion of the Contract and upon fulfillment of all Contractual obligations after a period of 60 days from the expiry of the Contract Period.

i.

18.13 Evaluation Criteria for Technical Bid (Stage 1)

- a. The Technical Bids would be first evaluated for compliance. AAAL reserves the right at its sole discretion to seek whatever information, documents etc. from the Bidder as it may consider necessary for the purpose of evaluation of the Bids.

- b. In the event the Bidder fails to provide any information or documents sought by AAAL, the Bid of the said Bidder shall be rejected by AAAL. No correspondence in this regard will be entertained.

18.14 Evaluation criteria for Financial Bid (Stage 2):

The date and time of opening of the Financial Bids would be intimated in advance to the Bidders who get qualified in the Technical Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Financial Bids.

- a) Financial Bids should be submitted strictly as per the format given in (**APPENDIX 'C'**) only. The detailed procedure / method of quoting and criteria for evaluation of the Financial Bids has been provided in (**APPENDIX 'A' 'B' 'C' 'D' 'E' 'F' 'G' 'H' 'I' 'J' 'K'**).
- b) The Bidder has to enclose along with the Technical Bid, a blank copy of (**APPENDIX 'A' 'B' & 'C'**), duly crossed & signed as a confirmation that they have quoted the rates in the 'Financial Bid' format exactly as per (**APPENDIX 'A' 'B' 'C' 'D' 'E' 'F' 'G' 'H' 'I' 'J' 'K'**).

18.15 Award of Contract/agreement, Acceptance, Commencement / Execution:

The bidders whose net price on a common platform such as the landed cost works out to be the lowest will be determined as the L-1 Bidder.

Any other criteria will be decided by Operations for Award, Acceptance, and Commencement/execution of contract.

18.16 Fraudulent Practices:

AAAL requires that Bidders observe the highest standard of ethics during the Bidding process and execution of contracts. In pursuance of this,

- i. AAAL defines, for the purposes of this provision, the terms set forth below as follows:
 - a. "Corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the AAAL and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive AAAL of the benefits of free and open competition.
- ii. Shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract.
- iii. Shall declare a Bidder ineligible and blacklist such Bidder, either indefinitely or for a stated period of time if it at any time, AAAL determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
- iv. Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent / corrupt practices during the currency of the Contract.
- v. Bid Security or Security deposit as the case may be, shall be forfeited, in addition to the above mentioned remedies which AAAL shall have.

18.17 Contract Management:

The contract administration would be the sole responsibility of the Operations Department. Operations Department will monitor for day-to-day activities of the Contract as per the terms as may be specified in the Contract. For Services received under the contract, quantum of damages to be levied in case of any under performance or deviation from the terms of the Service as per the Contract will be determined by the competent authority and the same shall be advised to the Finance department.

In the context of facilitation of execution of contracts Operations would assist in respect of the required space and infrastructure etc.

18.18 Errant Bidders:

In case after Financial Bid opening, the L-1 Bidder is not awarded the Tender for reason solely attributable to such L-1 Bidder, for reasons as mentioned in this Tender, thereof leading to retendering, AAAL shall invoke provisions of Bid Security submitted by such Bidder and such Bidders shall be debarred for a period up to 3 (three) years from participation in the next tender for the subject services as well as against any tender enquiry for any service sought by AAAL. AAAL further reserves the right to blacklist the Bidder for a period up to 3 (three) years.

18.19 Jurisdiction :

1. In case, the Successful Bidder is an Indian entity, the governing law of the Contract shall be the laws of India
2. In case, the Successful Bidder is a foreign entity; the governing law of the Contract shall be the English laws.

18.20 Disqualified Bids:

- a. Financial Bids of the technically disqualified Bidders would be returned to them after finalization of the contract under intimation and against acknowledgement from the Bidders.
- b. In case a Bidder fails to collect the Financial Bid within the stipulated 30 days' time, the Bid shall be shredded in "as is where is" condition after expiry of 30 (thirty) days' time.

18.21 Zero Deviation:

- (i) Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions. This is a zero deviation Tender and no deviation shall be permitted.
- (ii) Bidders are advised to note that taking deviation to following terms and conditions of Tender shall lead to rejection of their Bids:
 - a. Firm/Quoted Price throughout the Contract Period and the extension period
 - b. Bid Security Declaration Form
 - c. Scope of Work
 - d. Special Conditions of Contract
 - e. Functional terms and conditions
 - f. Service Delivery / Completion Schedule
 - g. Period of Validity of Bid
 - h. Performance Bank Guarantee / Security Deposit
 - i. Arbitration / Resolution of Dispute
 - j. Service Level Expected (SLE)

- k. Force Majeure
- l. Statutory Compliance to Applicable Laws
- m. Registration of PF & ESIC in the name of Firm
- n. All the pages of the Tender must be mandatorily signed and stamped by the authorized signatory and along with the supporting documents as asked in the technical bid.
- o. All documents in support of the Tender must be submitted in accordance with the checklist as per Check sheet attached in this section.
- p. Any other condition specifically mentioned in the Tender elsewhere that non-compliance of the clause shall lead to rejection of the bid

18.22 Submission of Bills:

Bills should be submitted to Operations for certification and for onward forwarding to Finance Dept. for payment.

18.23 Payment Terms: All payments to the successful Bidder by AAAL for the services rendered by it shall be subject to the following compliances:

- a. Payment within 45 (forty five) days of receipt of invoice / services whichever is later.
- b. Payment will be made through ECS (Electronic Clearance Service).
- c. Successful bidder is required to submit duly verified Bank Mandate form along with copy of relevant cheque leaf, duly cancelled to enable Accounts to make payment through ECS.
- d. TDS shall be deducted by AAAL from the payment made against these invoices, as per the applicable laws.
- e. If the bidder asks for advance payment, the financial bid of the bidder would be loaded @ 10% per annum on the landed price, calculated on pro-rata basis.
- f. MSEs will be entitled to the payment terms of 45 (forty five) days credit as against AAAL's standard payment terms of 60 (sixty) days credit.

18.24 Fall in price clause:

The successful bidder should pass on any benefits arising due to lower taxation or change in input/raw material cost by virtue of some exemption by government or for any reasons during the course of the contract/order.

18.25 Indemnification:

- a. The Service Provider shall indemnify AAAL against any and all liability arising out of any claim, penalty, loss damages or costs actually paid, suffered or incurred by AAAL pursuant to any injury or death to any person or by reasons of any damage to any property (including but not limited to the Aircrafts) belonging to AAAL caused by the Service Provider's personnel deployed for the Services. In case, any such amount is not deposited / paid to AAAL, the same shall be deducted from Security Deposit / Bills / Future payments due to the Service Provider, without prejudice to the other rights available to AAAL under any applicable law.
- b. The Successful Bidder shall indemnify AAAL from any and all liability arising out of any claim, penalty, loss or damages, including costs (including counsel fees and reasonable legal cost) thereof, arising out of any breach or violation by the Successful Bidder of any provisions of any law, including but not limited to the intellectual property rights whether in India or any other country and labour laws governing the employees of the Successful Bidder.
- c. The Successful Bidder shall be responsible for any destruction/theft or damage to property and/or illness, injury, including death that may be suffered by its own employees, contractors or other representatives for whom it is in law responsible.

18.26 Confidentiality: The Parties (i.e. the Service Provider and AAAL) shall at all times keep confidential, all information acquired in consequence of this proposal, except for information which they may be entitled or bound to disclose under compulsion of law or where requested by regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.

18.27 Exit / Termination:

The Contract may be terminated in the following circumstances:

- a. In case of unsatisfactory performance or breach of any of the clauses of the contract, Alliance Air would issue a notice of 30 (thirty) days to the party to rectify the breach and improve the performance failing which Alliance Air at its discretion shall be at liberty to terminate this agreement by providing another 30 (thirty) days written notice to the party. The party shall not have any right to dispute or question the judgment of Alliance Air of unsatisfactory performance of the party.
- b. Notwithstanding the above, Alliance Air shall also be at liberty to terminate the agreement for any reason including change in situation/circumstances, etc. by providing to the party a 90 days written notice. The party shall also be at liberty to terminate this contract by providing to Alliance Air a 90 days written notice. In such an event, the terminated party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.
- c. In case the successful bidder serves the termination notice before exhaustion of 40% of the contract value they will be debarred from participating in the immediate next tender for that particular item/service.
- d. AAAL reserves the right to cancel the tender at any point in time without specifying any reason.

18.28 Claims for Damage:

- a. AAAL shall promptly notify the Service Provider of any claims / deficiency on the part of the Service Provider arising under / out of the Contract.
- b. In case the Service Provider, having been notified by AAAL, fails to take remedial action within the stipulated time as advised, AAAL may take a remedial action without any further notice, at the Service Provider's sole risk and cost. AAAL shall also levy damages / terminate the Contract without prejudice to any other rights which AAAL may have under the Contract or under any applicable laws.

18.29 Force Majeure Event:

- a. A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as pandemic, a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The bidder has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In

such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action.

- b. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.
- c. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such penalty so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

18.30 Resolution of Disputes and Arbitration:

- i. Any dispute arising between the Service Provider and AAAL (Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the Contract or the validity or breach thereof (the "Dispute"), shall first be settled by mutual consultation between the authorized representatives of the Parties. If the Dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has, the same shall be settled and finally resolved by arbitration.
- ii. Such arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one (1) arbitrator each and the two (2) such appointed arbitrators shall in turn appoint the third (3rd) arbitrator as the presiding arbitrator.
- iii. The arbitration award passed under the arbitration shall be final and binding on the Parties.
- iv. The proceedings of the Arbitration shall be conducted in English language and place of arbitration shall be Delhi only.
- v. Each Party shall bear their own cost with respect to such arbitration.

18.31 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.

18.32 Interpretation: In the event of any difference in the interpretation of any of the clauses of the Contract, the clarification given by AAAL-Operations, New Delhi, shall be final and binding.

18.33 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.

18.34 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.

18.35 Amendment: No amendment, modification, variation or waiver of any provision of this 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.

18.36 Governing Law: This Contract shall be governed by, construed and enforced in accordance with the laws of India.

19. Additional Terms & Conditions:

- i. It is further clarified that any Bidder signing the Bid and other documents in connection with the Tender must certify whether he signs as:
 - a) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
 - b) A partner of the firm if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender should be signed by all the Partners.
 - c) Constituted attorney of the firm, if it is a Company.
 - d) Authorized signatory of the firm
- ii. Issue / submission of Bid form do not necessarily mean that the Bidder is an eligible Bidder.
- iii. Bidder is advised to quote strictly as per terms and conditions of the Tender and not to stipulate any deviation / exceptions.
- iv. Tender issued by AAAL closes on the Due Date/ Time specified in Tender. Bidders must submit their Bids well in time, before the scheduled close date and time of the Tender to avoid any last minute glitches such as postal or courier problems or for any other reasons.
- v. AAAL will not entertain last moment request for extension of Due Date/ Time and reserves the right to accept or reject such request for extension at its sole discretion.
- vi. The Due Date/Time of Tender may be extended at any time prior to the date of closing of Tender. The closing date of submission of Bids may be extended at any time including after the scheduled date of closing, at the sole discretion of AAAL.
- vii. AAAL reserves the right to close the Tender / reject any /all Bids at any stage of Tender at its sole discretion, without any additional cost to AAAL
- viii. AAAL reserves the right not to consider the Bid of any Bidder, blacklist the Bidder for a period of 3 years, if it is determined / noticed at any stage during the Tender process or after Contract Period that the Bidder has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive practice in order to Bid / obtain the Contract. This will also have an impact on other Contracts / POs, the Bidder may have with AAAL where to AAAL reserves the right to take appropriate actions as deemed fit, in AAAL's sole discretion.
- ix. AAAL reserves the right to reject/not consider at its sole prerogative the Bids of such Bidders who have been involved in any litigation with AAAL in the last 5 years / ongoing litigation or arbitration with AAAL or have been blacklisted/ debarred by any PSU, Govt. bodies.
- x. Bidders are required to declare if they have any ongoing legal disputes with any government agencies such as Income Tax, EOW etc. In the event of any Suppression/ Misrepresentation of such facts AAAL reserves the right, at its sole discretion, to take appropriate action as deemed

fit including but not limited to disqualification of the Bidder and termination of the Contract.

- xi. Any clarifications sought by AAAL with respect to the Bids submitted by the Bidders will be considered as a part of the Bid and AAAL reserves the right to seek clarifications at any stage of the Tendering process.
- xii. All relevant documents required related to the Services to be provided under this Tender are to be submitted by the Bidders at their own cost.
- xiii. Bids should be unconditional. Conditional Bids would not be accepted and are liable to be rejected.
- xiv. The terms of the Tender and the Contract are CONFIDENTIAL and anything contained in the Tender shall not be disclosed by the Bidders to any third party in any manner, whatsoever.
- xv. Bidder shall give the official mailing address and fax numbers to which all correspondences shall be sent by AAAL. Also in the event the address of the Bidder is changed, the same shall be intimated to AAAL immediately by the Bidder.
- xvi. AAAL reserves the right to annul the Tender process and reject any or all the Bids at any time prior to the award of Contract without incurring any liability to the Bidder(s) or without any obligation to inform the Bidder(s) of the grounds of such annulment/rejection. AAAL further reserves the right to add/delete/modify any one or more of the terms and conditions contained in the Tender or any of the agreements proposed to be entered into by AAAL with the Successful Bidder.
- xvii. The Near Relatives of employees of AAAL office who is likely to benefit the Bidder during the award/implementation of Contract are prohibited from participation in this Tender. Near relatives are defined as:
 - a. Members of Hindu undivided family.
 - b. Their husband or wife
 - c. Relatives in the manner as father, mother, son(s), son(s) wife, daughter(s), Daughter(s) husband, brothers, brother(s) wife, sister and sister(s) husband.
- xviii. The Bidder should quote the figures as well as in words the rates and amount in figures only as per the Financial Bid format given in (**APPENDIX - C**). The language for filling Tender Documents shall be in English/Hindi. Documents in other languages can be submitted along with a translated copy in English or Hindi, duly notarized failing which the Bids may not be considered. The amount for each item should be marked out and with the requisite total.
- xix. When there is a difference between the rates in figures and in words in Financial Bid, the rates which corresponds to, the amount worked out by the Bidder, shall be taken correct as per the following:
 - a. When the amount of any item is not worked out by the Bidder or it does not correspond to the rate written either in figure or in word, then the rate quoted by the Bidder in words shall be taken as correct.
 - b. When the rate quoted by the Bidder in figures and in words tallies but the amount is not worked out correctly, rate quoted by the Bidder shall be taken as correct and not the amount.
- xx. All rates shall be quoted on the proper form (i.e. the Financial Bid format) of the Tender alone. Special care should be taken to write the rates in figures as well as in words and the

amounts in figures only. The total amounts should be written in figures only. In case of figures, the words or the Dollar symbol (\$) should be written before the figures after the decimal figures, e.g. \$ 10.5 and in case of words, the word EURO shall precede and the word which shall be written closely following the amount and it shall not be written in the next line.

20. CERTIFICATION

Certified that:

- a. There are no hidden costs to AAAL over and above that indicated above.
- b. We agree to hold the quoted prices firm till completion of services against the Contract.
- c. We agree to extend to AAAL the benefit of reduction in statutory duties, taxes, levies, etc., if notified by the local Govt. during the period of validity of the Contract.
- d. We have carefully gone through and have understood the General Terms & Conditions, Product Details and Specifications Governing the tender and would abide by the same.
- e. The financial bid will be valid for 180 days from the date of opening of Technical Bid.
- f. I hereby confirm that I am authorized to sign the tender document.
- g. All the Pages of Financial Bid are signed and any overwriting and corrections are duly countersigned.

Date: _____

Place: _____

Signature: _____

Name: _____

Designation: _____

Co. Name & Seal: _____

Product Specification & Work -Scope For Computerised Flight Planning Software

A. Software supplied should be compliant with the following specifications:

- 1) It should generate a departure briefing folder
 - a) Flight Release certificate
 - b) Nav log (Main and Alternate)
 - c) NOTAMS (valid)
 - d) Weather information and charts
 - e) ATC flight Plan
- 2) Optimization of fuel and time on all phase of flight
- 3) Choice of routes based on company fuel policy of departure / Arrival procedure.
- 4) Airport DATA and RTOW/RLW compliance.
- 5) Should have 24/7 helpdesk and online technical support.
- 6) Demonstration of the software is required to be given.

B. Subscription for the software will be on the basis of pay per service fee, per flight plan payable monthly. The estimated flights as per current schedule are around 65- 70 flights per day.

Note:-

- 1) TECHNICAL SUITABILITY OF THE SOFTWARE PROPOSED TO BE SUPPLIED BY THE SERVICE PROVIDER WILL BE ASSESSED ON THE ABOVE PARAMETERS. OTHER MUST CONDITIONS OF THE TENDER AND IT'S DEMONSTRATION.
- 2) FINANCIAL BIDS OF THE TECHNICALLY QUALIFIED SERVICE PROVIDER WILL ONLY BE OPENED.

APPENDIX-B

Technical- Commercial Bid Format

Evaluation Criteria: Furnishing the below data in the given format is very important as it forms the part of the evaluation criteria failing which bid may be disqualified and bidder would be out of the bidding process. No further correspondence will be entertained in such case.

| S.N | DESCRIPTION | | | |
|-----|--|---|--|---|
| A | Subscription for Computerised Flight Planning on “Software as a Service” (SAAS) model for the flights of Alliance Air, as per the Product Specifications and work Scope specified in the tender. | | | |
| | | | | Compliance by the bidders (YES/NO) |
| i | A. Software supplied should be compliant with the following Specifications: <ol style="list-style-type: none"> 1. It Should generate a departure briefing folder <ol style="list-style-type: none"> a) Flight Release Certificate b) Nav Log (main and Alternate) c) NOTAMS d) Weather information and charts e) ATC flight plan 2. Optimization of fuel and time on all phases of flight 3. Choice of routes based on company fuel policy of departure / arrival procedure 4. Airport data and RTOW/RLW compliance 5. Should have 24/7 help desk and online technical support. 6. Demonstration of the software is required to be given. | | | |
| ii | Whenever service provider agrees for the demonstration of the software offered. (MUST) | | | BIDDERS RESPONSE |
| i | Status of the tenderer | Original Software Company (OSC) / Channel Partner / Authorized Distributor / Authorized Dealer | | |
| | In case of offer from the Channel partner / Distributor | Whether an undertaking by the OSC to fulfill, directly or through the channel partner / authorized distributor, all obligation as per the tender terms has been submitted (MUST) | | |

Alliance Air Aviation Limited

(A wholly owned subsidiary of AI Asset Holding Limited)

| | | | |
|-----|--|--|--|
| | | Whether an Undertaking by the OSC that they will be able to provide, either directly or through its authorized maintenance channel partner /authorized distributor, comprehensive onsite post warranty, has been submitted (MUST) | |
| ii | Earnest money deposit (EMD) must be deposited in favour AAAL, payable at Delhi. No other mode of payment will be accepted, in case EMD is not, or not in the mode specified, the tender would be rejected | Wire transfer details for EMD of USD 6000 (Six thousand) or 5 lakh in INR as per tender to be provided / attached (MUST) | |
| iii | <p>i) Permanent Account Number (PAN) The selected bidder would be mandatorily required to obtain Indian PAN & GST Registration Number of the Lessor, issued by Indian Income Tax authorities, under the Indian Income Tax Act of 1961 and provide the same to Alliance Air as a condition precedent.</p> <p>ii) For foreign bidders</p> | <p>i) A copy of the PAN is to be submitted. Applicable to Indian Bidders Only (MUST).</p> <p>ii) The foreign bidders shall be mandatorily required to submit Tax Residency Certificates (TRC) from the local authorities where Lessor is resident and assessed for income and other required forms / declarations / certificates (such as Form 10(F) as per Indian Income tax rules, No Permanent Establishment Certificate etc.) would be required to be provided by the selected bidder(s) to Alliance Air annually / such other periodicity as may be prescribed under Indian Income Tax Law. It is also desired that the agencies shall obtain a Permanent Account Number (PAN) issued by Income Tax department of India. (MUST)</p> | |
| iv | The Tenderer must have a currently valid GST Registration Certificate. Applicant to Indian Bidders only | A copy of the GST Registration Certificate is to be submitted along with the technical bid. (MUST) | |
| v | Tenderer must have been in the business of supply and installation of software for the last 2 years. | Documentary proof for the same must be attached in the form of customer purchase order on tenders name (MUST) | |
| vi | The Original Software Company should be ISO certified | Documentary proof for the same to be attached. (MUST) | |



Alliance Air Aviation Limited

(A wholly owned subsidiary of AI Asset Holding Limited)

Note:

1. It may be noted that documentary proofs, wherever asked for in this Tender, must be attached by the tenderer in the Technical Bid failing which the Tender's bid is liable to be rejected, however AAAL reserves the right to call for any documents which may require for evaluation.
2. Tenderer are advised to study the document carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications, nature and character of the work to be carried out. Operating conditions and other pertinent matters which may affect supplies/ contract and / or the cost.

APPENDIX-C

(Financial) Bid Format (ON COMPANY'S LETTER HEAD OF THE PARTY)

We hereby quote our lowest offer for flight planning Software for Alliance Air as per the Technical Specification and work scope specified at **Annexure A, B, & C** of the tender as under

| S/N | Description | Rate (USD/INR) |
|-----|---|--------------------------------------|
| 1 | Rates on PAY-PER-USE, PER FLIGHT as per "Software as a Service" (SAAS) model for Computerised flight planning software for Alliance Air Flights. | Rates per flight : _____ |
| 2 | Rates for server Hosting – including main and backup server and Disaster Recovery | Rates per flight / per month : _____ |
| 3 | Rates for Data Service Including Navigation, Airfield, Met / Weather & NOTAMS data feeds for: i. Domestic operations ii. International operations | Rates per month: _____ |
| 4 | One-time implementation Charges for initial Data set Up. Data Management services, training, etc. and with minimum 15 User ids. | |
| 5 | Any other charges | |

Note: -

1. Taxes as and if applicable, will be paid extra.
2. The estimated number of flights, as per the current flight schedule, is around 65-70 flights per day.
3. Lower Bid (L-1) will be calculated on the rates quoted by the services.
4. Lower Bid (L-1) will be calculated on the rates quoted by the service providers for 65 to 70 approximately flights per day to arrive at the least cost to AAAL.

CERTIFICATION

Certified that:

- (a) There are no hidden costs to AAAL over and above that indicates above.
- (b) The benefit of reduction in statutory taxes / levies, if any, arising during the term of the term of the contract, if awarded in our favour, would be passed on to AAAL.
- (c) We have read, understood and accept all the terms and conditions of the tender

Authorized Signatory
Company Seal and Signature

APPENDIX-D

PRE BID CONFERENCE – QUERY / CLARIFICATIONS

(On Tenderer Letter head)

Ref:

Date:

To,
Chief of Operations,
Alliance Air Aviation Ltd.,
New Delhi –110 037.

Dear Sir,

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

The reasons and the justifications of the query / clarifications are also provided for each clause for seeking the clarifications:

| S.No | Page No. | Para Ref | Query / Clarifications |
|------|----------|----------|------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

Technical and Functional Requirements:

| S.No | Work sheet Name | RequirementID | Query / Clarifications |
|------|-----------------|---------------|------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

Signature: _____

Name: _____

Designation: _____

Company Seal: _____

APPENDIX-E

Bid Security Declaration Form

FORMAT for Bid Security Declaration

(On company Letter head)

Date:

Tender No: AAAL/CFP/DEL/2025/01

To (Insert complete name and address of the Buyer/purchaser) I/We the undersigned, declare that:

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

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification. If I am/ we are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

i. Fail to execute the contract, if required, or

ii. Fail to furnish the Performance Security, in accordance with the instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

APPENDIX-F

ACCEPTANCE OF TERMS AND CONDITIONS

It is certified that, We..... have studied the entire tender enquiry numberfor supply of computerised flight plan Services.

We have understood all the terms and conditions of the tender including the APPENDIXES and accept and agree to abide by all the technical and commercial terms & condition of the tender document, except for the deviations as mentioned/ allowed in the tender document.

Deviations (Please tick as applicable)

- a. We confirm no Deviation to the tender terms and conditions
- b. We submit following deviations for consideration, as allowed in the tender document.

We understand that the decision for acceptance or otherwise of above decision rests solely with Alliance Air. We confirm that loading criteria as defined in the tender document, would be applicable on above deviations, as mentioned in (b) above, and as a result our bid ranking may change. We also understand that any deviation, other than as explicitly allowed in the tender document, will not be considered and may result in rejection of the entire bid.

We confirm that there is no hidden cost to Alliance Air over and above those indicated in the Commercial/Financial bid. We confirm that, the benefit of reduction in statutory taxes / levies, if any arising during the term of Contract/PO, if awarded in our favor, would be passed on to Alliance Air, wherever applicable.

SIGNATURE

(Stamp of the organization)

Contact Person: _____

Telephone/Mobile: _____

Email ID: _____

APPENDIX-G

Undertaking from Bidders

I/We

.....
.....

confirm that I / we do not have any relative, who is an Employee of AAAL and is likely to benefit us during the Award / implementation of the contract /PO.

I/We also indemnify that any subsequent detection of direct or indirect beneficiary of any application / award of any contract to any employee of the organization may result in disqualification / termination as the case may be. AAAL will have the sole discretion to do so and such cases cannot be referred for arbitration.

I/We also confirm that I/We have not been blacklisted, debarred by and PSU/Govt. agencies.

SIGNATURE

(Stamp of the organization)

Contact Person: _____

Telephone/Mobile: _____

Email ID: _____

APPENDIX - H

Proforma for Non-Disclosure Agreement

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 _____, 2025 (“**Effective Date**”) at _____. **BY AND BETWEEN**
Alliance Air Aviation Limited, a company 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 “**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".)

NOTE: A company/limited liability partnership/ a registered partnership firm/ a sole partnership firm, incorporated under the provisions of [successful bidder to insert the laws/statute under which it is constituted] (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"

WHEREAS:

- A.** AAAL is a subsidiary of AI Asset Holding Limited and is inter-alia engaged in the business of transportation services of passenger to and from various permitted destinations in India & Srilanka 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 services and solutions to corporations worldwide in the areas of providing Computerised Flight Plan
- C. 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.
- D. 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.
- E. 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:

"**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, 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.

- 2. "**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.

3. Obligations of Recipient:

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

Alliance Air Aviation Limited

(A wholly owned subsidiary of AI Asset Holding Limited)

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.

The Recipient shall use the Confidential Information only as needed for the purpose specified hereunder.

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.

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

Alliance Air Aviation Limited

(A wholly owned subsidiary of AI Asset Holding Limited)

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 AIL 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 following the disclosure of the applicable Confidential Information.
11. **Governing Law and Jurisdiction:**(i) In case, the Successful Bidder is an Indian entity, the governing law of the Contract shall be the laws of India and shall be subject to jurisdiction of court situated in New Delhi, India to the exclusion of all other courts situated elsewhere. (ii) In case, the Successful Bidder is a foreign entity, the governing law of the Contract shall be the English laws.
12. **Amendments:** This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded or cancelled 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 cancelled.
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



Alliance Air Aviation Limited

(A wholly owned subsidiary of AI Asset Holding Limited)

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.

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with AAAL Departments/Stations shall apply for registration in the prescribed Application Form.

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 AAAL Departments/Stations.

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.

DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA, IF ANY.

Tenderers of Foreign nationality shall furnish the following details in their offer:

The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

The amount of commission/remuneration included in the quoted price(s) for such agents / representatives in India.

Configuration of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by AAAL in Indian Rupees only.

Tenderers of Indian Nationality shall furnish the following details in their offers:

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.

The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself. 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 AAAL in India in equivalent Indian Rupees on satisfactory completion of the Projector supplies of Stores and Spares in case of operation items.

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.

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 AAAL. Besides this there would be a penalty of banning business dealings with AAAL or damage or payment of a named sum.

APPENDIX-J

GUIDELINES ON BANNING OF BUSINESS DEALINGS

1. Introduction

AAAL, 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. AAAL has also to safeguard its commercial interests. AAAL 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 AAAL 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 AAAL to observe principles of natural justice before banning the business dealings with any Agency.

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

The General Conditions of Contract (GCC) of AAAL generally provide that AAAL 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.

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.

However, absence of such a clause does not in any way restrict the right of Company (AAAL) to take action / decision under these guidelines in appropriate cases.

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.

These guidelines apply to all the Departments/Stations of AAAL.

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.

The banning shall be with prospective effect, i.e., future business dealings.

3. **Definitions**

In these Guidelines, unless the context otherwise requires:

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.

i. Party / Contractor / Supplier / Purchaser / Customer in the context of these guidelines is indicated as Agency.

b. 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;

c. “Competent Authority” and “Appellate Authority” shall mean the following:

i. For Company (entire AAAL) Wide Banning

The Head of MMD shall be the “Competent Authority” for the purpose of these guidelines. CEO, AAAL 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 AAAL Board 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. For Corporate Office only For procurement of items/award of contracts, to meet the requirement of Corporate Office only, Head of MMD shall be the “Competent Authority” and Director(Technical) shall be the “Appellate Authority”.

e. CEO, AAAL 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.

i) 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 setup by the Central or State Government having powers to investigate.

ii) 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 AAAL 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 misconduct on the part of the Head of the Department/SBU.

5. Suspension of Business Dealings

If the conduct of any Agency dealing with AAAL 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.

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.

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.

If the gravity of the misconduct/violation under investigation is very serious and it would not be in the interest of AAAL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), AAAL 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 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.

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.

Based on the complaint forwarded by Head MMD 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 AAAL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Head MMD to place it before a Committee.

The committee shall expeditiously examine the report; give its comments/recommendations within twenty- one days of receipt of the reference by Head MMD.

- ii. The comments/recommendations of the Committee shall then be placed by Head MMD before the Board of AAAL 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 Chief of Operations.

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.

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

If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

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 AAAL, during the last five years;

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.;

If the Agency continuously refuses to return/refund the dues of AAAL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

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;

If the Agency has resorted to Corrupt, fraudulent practices, coercion, undue influence and other violations including misrepresentation of facts;

If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (AAAL) or its official in acceptance/ performances of the job under the contract;

If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with

contractual stipulations;

Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (AAAL) or not;

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 mollified / unlawful acts or improper conduction his part in matters relating to the Company (AAAL) or even otherwise;

Established litigant nature of the Agency to derive undue benefit;

Continued poor performance of the Agency in several contracts;

If the Agency misuses the premises or facilities of the Company (AAAL), forcefully occupies tampers or damages the Company's properties including land, water resources, forests / trees, etc.

(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.

Normally, a decision to ban business dealings with any Agency should apply throughout the Company. 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.

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 AAAL. 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.

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 personnel from Finance, MM 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.

If the Competent Authority is prima-facie of the view that action for banning business dealings with the Agency is called for, a show-cause 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.

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.

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

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

APPENDIX-K

BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

(ON NON JUDICIAL STAMP PAPER OF REQUISITE VALUE AS PER THE STAMP ACT OF THE PLACE WHERE THE GUARANTEE IS EXECUTED BY THE BANK)

Seal, name & address of the Bank and address of the Branch

To,
CFO
Alliance Air Aviation Ltd.,
New Delhi-110037.

WHEREAS (Name and address of Tenderer) (Hereinafter called "Tenderer") has undertaken, in pursuance of contract no. -----_Dated (Hereinafter called "Contract") to deliver all the Services comprised in the Contract and agree to abide by the terms and conditions of the Contract.

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

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

NOW THEREFORE, we Bank, a body corporate incorporated/constituted under (*) Act, (*) with its CIN (*), and having its Registered/Head Office at (*) and among others a branch at (*), hereby affirm that we are guarantors and responsible to you, on behalf of the tenderer, up to a total of Rs. ____ (____), and we undertake to pay you, upon your first written demand declaring Tenderer to be in default under the Contract No. ----- and without demur or protest, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand of the sum specified therein.

We hereby waive the necessity of your demanding the said amount from Tenderer before presenting us with the demand.

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

This Bank Guarantee shall be valid until the day of 2025.

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

Name and designation of the officer

Date:

Place:

THE END