

Alliance Air Aviation Limited

Registered office: -

Alliance Air Aviation Limited
Alliance Bhawan,
Domestic Terminal 1, I.G.I Airport
New Delhi 110037, Delhi, India (IN)

Tender to lease Pratt & Whitney brand, "Two (02) New/Overhauled/Repaired PW127M Engines (BS 1237, Turbomachinery Module and Mating Reduction Gear Box Module) for a period of Twelve (12) months."

Date for submitting Tender Documents: - 26 Dec 2023, 15:00 Hrs. (IST)

Date for opening Tender Bid: - 26 Dec 2023, 15:30 Hrs. (IST)

DISCLAIMER

The information contained in this tender document (hereinafter referred to as “Tender”) or and any information pertaining to the aforesaid subject matter subsequently provided to the Bidders in any form by Alliance Air Aviation Limited (hereinafter referred to as “AAAL or Alliance Air”) shall be subject to the terms and conditions to which such information is provided herein and any other terms and conditions as may be prescribed by Alliance Air. By applying to the present bid, it is to be construed that the bidder is making an unconditional offer and accepts the terms and conditions of the present Tender without any reservations.

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

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

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

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

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

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

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

Tender Summary

S. No	Particulars	Details
1	Name of Tender	Tender to lease, Pratt & Whitney brand "Two (02) New/Overhauled/Repaired PW127M Engines (BS 1237, Turbomachinery Module and Mating Reduction Gear Box Module) for a period of Twelve (12) months."
2	Date of issue of the Tender	24 Nov 2023
3	Period of Contract	Twelve (12) months
4	Pre-Bid Meeting	21 Dec 2023
5	Bid System	Two Bid System 1. Technical Bid 2. Financial Bid
6	Last Date & Time, for submitting Bid(s) Place for Submission of Bids	26 Dec 2023, 15:00 Hrs. (IST), O/o Material Management Department (MMD) Alliance Air Aviation Limited Alliance Bhawan, Domestic Terminal 1, I.G.I Airport, New Delhi 110037, Delhi, India (IN)
7	Time and Date of opening of Technical Bid(s) Place for Submission of Bid(s)	26 Dec 2023, 15:30 Hrs. (IST), O/o Material Management Department (MMD) Alliance Air Aviation Limited Alliance Bhawan, Domestic Terminal 1, I.G.I Airport, New Delhi 110037, Delhi, India (IN)
8	Date and Time of opening financial bid. Place for Submission of Bids	Bidder qualifying in Technical Evaluation will be informed through email. O/o Material Management Department (MMD) Alliance Air Aviation Limited Alliance Bhawan, Domestic Terminal 1, I.G.I Airport, New Delhi 110037, Delhi, India (IN)
9	Validity of Bids	180 Days

Notice Inviting Tender

From:-

Executive Director (Engineering)

Alliance Air Aviation Limited
Alliance Bhawan (Engineering Dept),
Domestic Terminal 1, I.G.I Airport,
New Delhi 110037, Delhi, India (IN)

Subject: -Tender to lease, Pratt & Whitney brand “Two (02) New/Overhauled/Repaired PW127M Engines (BS 1237, Turbomachinery Module and Mating Reduction Gear Box Module) for a period of Twelve (12) months.”

All Prospective Bidders,

Alliance Air Aviation Limited (“Alliance Air or AAAL”) invites responses (“Proposals/Bids”) to this Tender to lease, Pratt & Whitney brand “**Two (02) New/Overhauled/Repaired PW127M Engines (BS 1237, Turbomachinery Module and Mating Reduction Gear Box Module) for a period of Twelve (12) months.** The complete bidding document is available on the website “www.allianceair.in/tender” for the purpose of downloading.

Interested Bidders submit the Technical Bid, consisting of the Technical Bid response in Annexure E & Annexure F, along with a cover letter Annexure D, the Variance statement – Technical at Annexure G if any, and the Financial Bid, consisting of Annexure I, along with a cover letter Annexure H, duly stamped and signed.

A successful bidder will be selected based on the criteria described in this Tender.

Bidders are advised to study this Tender document carefully, before submitting their Bids, in response to the Tender Notice. Submission of a Bid in response to this Notice shall be deemed to have been done after careful study and examination of this Tender document with the full understanding of its terms, conditions, and implications.

Alliance Air may, in its sole discretion, extend the due date and time for submission of Bids by issuing an addendum /corrigendum to that effect, in which case all rights and obligations of the Bidders previously subject to the original due date and time for submission of Bids will thereafter be subject to the due date and time as extended.

Amendments, corrigendum, clarifications if any, and any extensions of the due date and time of opening of the Bids, as per the sole discretion and requirements of Alliance Air, will be intimated through email (if email ID(s) available) and hosted only on the website “www.allianceair.in”. **NIT (Notice Inviting Tender) would be published in National & International newspapers/print media which may please be noted.** It is the Bidder’s responsibility to visit the above said website regularly for the aforesaid updates/extensions, as necessary.

The tender document/form downloaded from the website (www.allianceair.in) should not be tampered with/modified in any manner. In case, if the same is found to be tampered /modified in any manner, the bid submitted for this tender will be entirely rejected at any stage of tendering process.

All rights to accept or reject any or all Bids or to withdraw this tender at any stage because of any justifiable reason are reserved with Alliance Air.

Alliance Air Aviation Limited

Purpose of Tender

Alliance Air is pleased to invite Bid(s) under the Two (02) Bid System to get Pratt & Whitney brand Two (02) PW127M Engines on Lease for Alliance Air's aircraft fleet for Twelve (12) months. The proposed date of delivery of the Engine is mentioned below -.

S. No	Proposed Delivery Schedule	
1.	1 st Quarter of 2024	02 Engines

Note:- **The Bidder should be agreeable to Alliance Air Aviation Limited opting to lease a smaller number of Engines than the number of Engines offered by the Bidder, without changing the rate/price, and/or financial or any other terms & conditions.**

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Annexure A

Introduction and General Details Relating to Tender

Overview

Alliance Air Aviation Limited (Alliance Air), 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, Delhi, India (hereinafter referred to as “**AAAL** or **Alliance Air**” currently operates a fleet of 18 ATR 72-212A, Version 600, (70/72-seater), 02 ATR42-500, Version 600 and 01 Dornier aircraft under the brand “Alliance Air” and operates Domestic and International flights within India and its neighboring countries.

The majority of the aircraft maintenance of Aircraft is performed by AI Engineering Services Ltd (AIESL). AIESL’s maintenance facilities are approved by the Director-General of Civil Aviation (DGCA) of India, India’s Civil Aviation Regulatory Authority.

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

The Bidder in response to this Tender must meet the specified mandatory requirements.

The contract executed with the successful Bidder pursuant to this Tender shall be for Twelve (12) months from the date of executing the agreement between the lessor and Alliance Air, which may be extendable on mutual understandings of lessor & Alliance Air.

General Terms & Conditions

1. Definitions:

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

- 1.1. **“AAAL”, “Alliance Air Aviation Limited”, “Alliance Air”** or the **“Airline”** shall mean “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, Delhi, India (IN)”.
- 1.2. **“Applicable Law”** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines, or bylaws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter preferably in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of the Contract, and applicable to the Tender.
- 1.3. **“Bid/ Proposal/ Quotation”** means the proposals submitted by the Bidders in response to this Tender in accordance with the terms hereunder, which includes the technical bid (**“Technical Bid”**) and financial bid (**“Financial Bid”**).
- 1.4. **“Bidder”/ “Lessor”/ “Applicant”/ “Tenderer”** shall mean an eligible entity who has submitted the sealed/closed Bid for this Tender through its authorized signatory.
- 1.5. The term **“Contract”/ “Engine Lease Agreement”/ “Lease Agreement”/“Lease” /“Agreement”** shall mean the agreement/contract entered into between the Successful Bidder i.e **L1** and **ALLIANCE AIR** pursuant to the terms of this Tender.
- 1.6. The term **“Days”** shall mean the working business days of Alliance Air.
- 1.7. The term **“L1”** means Bidder with the lowest quote, and **“L2”** means Bidder with the second lowest quote subsequently, similarly subsequent.
- 1.8. The term **“Services”** shall mean the services to be provided by the Successful Bidder as mentioned in the Tender i.e., leasing of P&WC brand PW127M Engines to Alliance Air.
- 1.9. The term **“Successful Bidder”** shall mean the Bidder whose Technical Bid and Financial Bid have been accepted by Alliance Air and to whom a letter of intent (“LOI”) is consequently issued by Alliance Air and the same has been accepted/ acknowledged by such Successful Bidder vide an acceptance/ acknowledgement letter to carry out the Services contemplated in this Tender.
- 1.10. Any other term(s), not defined herein above but defined elsewhere in this Tender shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

2. Terms of Tender

The Tender response is to be made in a **Two Bid system** i.e., **1** - Technical Bid and **2** - Financial Bid. The Applicants/ Bidders are required to submit their Bids in a sealed/closed envelope, clearly identifiable, as follows:

The formats & proforma for submitting the Quotation/Bid is placed in various annexure as enumerated below and should be clearly identifiable as provided in the relevant annexure:

Annexure C: Technical Requirements of Engines.

Annexure D: Covering Letter of Technical Bid.

Annexure E: Format of Technical Bid.

Annexure F: Acceptance of Mandatory Conditions.

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Annexure G: Statement of Variance (Technical).

Annexure-H: Covering Letter of Financial Bid.

Annexure-I: Format of Financial Bid

Annexure-J: Integrity Pact

Annexure-K: Redelivery conditions of the Engines

Annexure-L: Delivery Schedule for the Two (02) PW127M Engines

Important: Please complete the annexures as provided in this tender with the requested information and submit them as a part of the bid.

3. Manufacturer/Reputed Lessors/Aviation support companies are invited to bid in this tender- "Tender to lease Pratt & Whitney brand Two (02) PW 127M engines (BS 1237) to Alliance Air for a period of Twelve (12) months.
4. Bidders are required to submit their Technical Bid and Financial Bid in two separate sealed envelopes super-scribing thereon:
 - AAAL/EL/ED-K23/414
Technical bid on the envelope containing technical Bid (the "**Technical Bid**"); and
 - AAAL/EL/ED-K23/414
Financial bid on the envelope containing financial bid (the "**Financial Bid**").
5. The **Technical Bid** should be submitted as per formats at **Annexure C, Annexure D, Annexure E, Annexure F, Annexure G and Annexure J, Annexure K and Annexure L** with **all pages duly stamped & signed** by the authorized signatory/signatories of Bidder's company.
6. The **Financial Bid** should be submitted as per formats at **Annexure H and Annexure I** with **all pages duly stamped & signed** by the authorized signatory/signatories of the Bidder's company.
7. **It may please be noted that Technical Bid should not carry an indication the of price in any manner whatsoever.** If given, whenever it gets noticed the bidder carries the risk of disqualification from further tender process at any stage of tender process. However, Bidders should submit along with the Technical Bid, a copy of its Financial Bid with all prices duly blanked/erased.
8. The **two separate sealed/closed envelopes** containing the Technical Bid and the Financial Bid should be further placed in a "Master Envelope" and duly sealed super-scribing thereon "AAAL/EL/ED-K23/414 due for opening on 26-Dec-2023" along with Bidder's company name, e-mail ID and Contact Person's name. The Master Envelope containing the two envelopes viz Technical Bid envelope and Financial Bid envelope should be submitted latest by 15:00 hours (IST) on 26-Dec-2023 in the Tender box placed at the address given below:

O/o Material Management Department (MMD)

Alliance Air Aviation Limited
Alliance Bhawan
Domestic Terminal 1, I.G.I Airport,
New Delhi 110037, Delhi, India (IN)

Alliance Air will appreciate an email communication from the interested Bidders about their intention to participate in the Tender. Such communication may be sent to email id: edengg@allianceair.in.

9. Additionally,

- a. If the Bidder so desires, a duly authorized representative of the Bidder's company/organization

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can be present at the time of opening of the Tender. The representative must carry an authority letter from the Bidder's Company/Organization authorized signatory for participating in the Tender opening, a copy of which may preferably be sent by e-mail in advance to the address specified above.

10. Last date for submitting the Bids is 26-Dec-2023 by **15:00 hours** IST.

11. Technical Bids would be opened on 26-Dec-2023 by **15:30 hours** IST at the following address:

O/o Material Management Department (MMD)
 Alliance Air Aviation Limited
 Alliance Bhawan
 Domestic Terminal 1, I.G.I Airport,
 New Delhi 110037, Delhi, India (IN)

12. The Master Envelope containing the Technical Bid & the Financial Bid shall be opened first. The envelope containing the Technical Bid shall be taken out and opened as above. The envelope containing the Financial Bid would be kept in the Tender box in unopened/sealed/closed condition as received from the Bidder(s).

13. The Financial Bid of only those Bidders who qualify in the Technical Bid evaluation would be opened at a later date after completion of evaluation of Technical Bids. The Bidders who qualify for the Technical evaluation would be intimated by email and/or fax about the date of opening of the Financial Bids. The venue for the opening of the Financial Bids would be the same as the venue for the opening of Technical Bids.

14. Alliance Air may extend the date for submitting the Bids and/or opening the Tender if considered necessary in its sole discretion. Amendments/clarifications/addendums, if any, to the Tender document including changes in the dates for submitting the Bids and/or opening the Tender would be hosted/notified/displayed on the website of Alliance Air, www.allianceair.in no separate communication will be sent in this regard. The Bidders may therefore visit the website "www.allianceair.in" regularly till the date of closing of the Tender. Queries, if any, in respect of the Tender may be addressed to the following officials.

For Technical Queries	For Queries on Tender Clauses
Executive Director (Engineering) Alliance Bhawan (Engineering Dept) Domestic Terminal-1, IGI Airport, New Delhi – 110037, Delhi, India (IN) Email: edengg@allianceair.in	Manager (MMD) Alliance Bhawan Domestic Terminal-1, IGI Airport 1 New Delhi 110037, Delhi, India (IN) Email: - yatin.dua@allianceair.in

Alliance Air shall endeavor to respond to the queries raised or clarifications sought by the Bidders. However, Alliance Air reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring Alliance Air to respond to any query or to provide any clarification. No queries and/or communication related to this Tender shall be entertained after the last date and time of submission of Bids.

15. Alliance Air requires that Bidders observe the highest standard of ethics during the Tender process and execution of Contracts. Alliance Air shall:

- i. 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.

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- ii. declare a Bidder ineligible and blacklist such Bidder, either indefinitely or for a stated period of time if at any time, ALLIANCE AIR determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
- iii. rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent/corrupt practices during the currency of the Contract.

In pursuance of this, ALLIANCE AIR 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 ALLIANCE AIR, and includes, but is not limited to collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive ALLIANCE AIR of the benefits of free and open competition.
16. A Bidder shall not participate in more than one Bid. The Bidder shall ensure that directly or indirectly neither participate nor be involved with multiple Bids which will lead to disqualification of all Bids in which the Bidder is involved.
17. A Bidder shall not have a conflict of interest with other Bidders. The Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more Bidders if:
- (a) they have common controlling shareholder(s); or
 - (b) a Bidder receives or has received any direct or indirect subsidy/grant/loan from any other Bidder; or
 - (c) such Bidders have a relationship with each other, directly or through common third parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
18. Please acknowledge receipt of this Tender document along with the enclosures to the undersigned.

Note: -

- a. Bidders should not disclose the financial terms in any other part of their bid.
- b. Any conditional bid will not be considered for the evaluation and the same will be solely rejected.
- c. If a Bidder submits more than one Bid, all the Bids submitted by the Bidder would be summarily rejected.

SD/-

Executive Director (Engineering)
Alliance Air Aviation Limited

Technical- Terms & Conditions

1. OEM/ Reputed Lessor/Aviation support company(ies) are invited to apply/Bid for leasing of P&WC brand Two (02) PW 127M Engines (BS 1237) to Alliance Air for a period of Twelve (12) months as per details below:

SN	Engine Type	Quantity	Estimated Lease Period of Each Engine	Estimated utilization. (Per day)	Average $\frac{FH}{FC}$
1	PW 127M (BS 1237)	Two (02)	Twelve (12) months	Approximately Seven (07) hrs	1:1

2. The Bidder should be agreeable, Alliance Air may opt to lease a smaller number of Engines than the number of Engines offered by the Bidder, without changing the rate/price, and/or financial or any other terms & conditions.
3. The Engines shall be taken on lease as per provisions under the latest revision of **IATA document No. 5016-00 Master Short Term Engine Lease Agreement**, subject to deviation as specified in this Tender or the subsequent Contract.
4. The Technical requirements for Engines to be taken on Lease are listed in **Annexure C (Technical Requirements of Engines)**. **The Engines should be made available as per the proposed delivery schedule in Annexure L.** The Technical documents that will be required to be submitted against the offered Engine(s) must consist of the following documents /reports:
- Airworthiness Approval Tag 8130 and/or EASA Form One and/or DGCA Form One. Airworthiness Approval Tags can be in the form of Dual Certification also acceptable.*
 - Airworthiness directive status report.*
 - Service bulletin compliance report.*
 - Tabulated Status of life-limited parts report as per Airworthiness Limitation Section of latest EM, Hours/Cycles done and remaining Life (Hours/Cycles).*
 - A Video BSI report.*
 - List of missing parts (if any).*
 - Present ITT margin.*
 - Preservation records.*
 - Original Logbook.*
 - Accessories/LRU's List*
 - Any other Continuing Airworthiness document as may be considered necessary.*
5. **Engine(s) delivery from Lessor's facility to ALLIANCE AIR's designated facility at the Delhi base shall be at the expense of Lessor including transit Insurance.** The re-delivery of Engines will be at Alliance Air's facility in New Delhi, India. The details of the Redelivery conditions are specified in **Annexure K**.
6. The Successful Bidder should ensure that Engines are shipped from OEM or duly approved MRO facility (having approvals of DGCA and EASA/FAA) or Transport Canada in the case of brand-New Engines) and also meets the industry-specific IATA transportation requirements.

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7. If deemed necessary, Alliance Air or its regulatory authority reserves the right to conduct an audit and inspection of the MRO facility from where the Engines are being stored and shipped to Alliance Air.
8. **The Lease period shall commence after the execution of the Lease Agreement and subsequent technical acceptance and physical receipt of the Engines at Alliance Air's facility in India (the "Lease Commencement Date").** Similarly, the Twelve (12) months Lease period shall terminate on receipt of Engines by the Lessor at the Alliance Air facility in New Delhi. **The Engines should be available for immediate delivery as per Annexure L.**

The draft Lease Agreement as per the latest revision of IATA document No. 5016-00 Master Short Term Engine Lease Agreement in line with the terms and conditions laid herein shall be submitted by the Successful Bidder and the same shall be finalized after due vetting and revisions made by Alliance Air.

9. **Bids:** The Applicant's / Bidder's response against the Tender is solicited in the format as per **Annexure C, Annexure D, Annexure E, Annexure F, Annexure G, Annexure J, Annexure K and Annexure L** for their Technical Bids and in **Annexure H & Annexure I** for the Financial Bids.
 - 9.1. The Technical Bid and Financial Bids should be submitted with all pages duly stamped & signed by the authorized signatory/signatories of the Bidder's company.
 - 9.2. It may please be noted that **Technical Bid should not carry any indication of the price in any manner whatsoever.** If given, whenever it gets noticed the bidder carries the risk of disqualification from further tender process at any stage of tender process. However, Bidders should submit along with the Technical Bid, a copy of its Financial Bid with all prices duly blanked/erased. Similar to Clause 7 of General Terms & Conditions.
10. It shall be deemed that by submitting the Bid, the Applicant/Bidder has made a complete and careful examination of the Tender, received all relevant information requested from Alliance Air, accepted the risk of inadequacy, error or mistake in the information provided in the Tender or furnished by or on behalf of Alliance Air; and agreed to be bound by the undertakings provided by it under and in terms hereof.
11. Alliance Air shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tender or the Bidding process, including any error or mistake therein or in any information or data given by Alliance Air
12. All documents and other information supplied by Alliance Air or submitted by any Applicant/Bidder to Alliance Air pursuant to this Tender shall remain or become the property of Alliance Air. Applicants/Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for the preparation and submission of their Bids pursuant to this Tender. Alliance Air will not return any Bid, or any information provided along therewith.
13. **Earnest Money Deposit** (hereinafter referred to as "EMD"):- There will be "**No EMD for this Tender**".
14. **Warranty- remedies, if applicable:**
 - a. Bidders must meet all the warranty requirements that arise on the PW127M Engines while in use with Alliance Air and such of the arising would have to be complied with at Bidders' own costs, which shall include taking up matters with the principals/manufacturers/vendors on behalf of Alliance Air. In addition, all warranties given by the manufacturers are to be passed to AAAL.

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- b. In the event such warranty issues are addressed within AI Engineering Services Limited (“AIESL”) facilities, the Bidder must compensate Alliance Air with the amount expended by it towards addressing such warranty issues by a settlement of invoices raised on the Successful Bidder by Alliance Air with respect to the same.
- c. In the event of a warranty arising leading to the grounding of the Aircraft due to engine performance, airworthiness directives and Engine(s) coming off-wing during the leasing period, the Bidder must agree for the discontinuation of the lease rent for the extent of the grounding for which no charges would be billed nor be payable. To clarify, the lease rent shall not be applicable on the Engine(s) for the period where the Engine(s) is/ are grounded owing to the aforementioned events attributable to the Lessor.
- d. During the event of grounding and the Engine(s) coming off wing during the Lease term, the Bidder shall remedy the situation by providing another equivalent engine(s) of the same make, same technical specification, and same type at its own costs and expense on FOC basis, in order for Alliance Air to meet its scheduled flying requirements.

15. Grounds for forthwith Rejection of Bids

Notwithstanding anything mentioned to the contrary, Alliance Air at its discretion may reject the any submitted bids on the following grounds:

- 15.1 If the Tender has not been received in a sealed condition, duly deposited in the tender box at the address location specified hereinunder.
- 15.2 If the Tender has been received after the closing date/time of the Tender.
- 15.3 If only the Technical Bid has been received and the Financial Bid has not been received, and vice versa.
- 15.4 If the Tender has not been signed by the authorized signatory of the Applicant/Bidder.
- 15.5 If the Bidder has not responded in the affirmative for all the requirements specified in Annexure F (*Acceptance of Mandatory Conditions*) (Mandatory Conditions).
- 15.6 If the Bid has been received without the signed Integrity Pact document. (Annexure J (*Integrity Pact*))
- 15.7 If a conditional Bid is received.
- 15.8 If the Bids are not submitted as per the procedure given in the Tender.
- 15.9 If the Technical Bid and Financial Bid are not received in separate sealed/ closed envelop.
- 15.10 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. **However, Alliance Air reserves its right to seek any clarification, or explanation directly, if deems fit for the purpose for evaluation.**
- 15.11 In case of any variation, in the documents/data submitted by the Bidder in support of the Technical Bid in comparison with the original documents during technical evaluation, the Bids of such Bidder would be out-rightly rejected/disqualified during the technical evaluation of the Tender.

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- 15.12 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.
- 15.13 If any other term of the Tender is violated.
- 15.14 If the Bid has been received without the undertaking of acceptance of all terms & conditions.
- 15.15 The above list is only illustrative and there can be other relevant grounds for the rejection of Bids.
- 15.16 Alliance Air, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- 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;
 - Consult with any Bidder in order to receive clarification or further information;
 - retain any information and/ or evidence submitted to Alliance Air by, on behalf of, and/ or in relation to any Bidder; and/ or
 - 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.
- 15.17 It shall be deemed that by submitting the Bid, the Bidder agrees and releases Alliance Air, 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.
- 15.18 Bid documents seem to be conditional and bounding.

16. Integrity Pact

The Bidders are required to sign and submit the enclosed integrity pact (Annexure- J (*Integrity Pact*)) along with the offer in the Technical Bid. Also, refer brief on Integrity Pact and Independent External Monitor (IEM) attached along with the Integrity Pact. Smt. Dolly Chakrabarty is the IEM, and his contact details are as under:

Smt. Dolly Chakrabarty
Address :- I-1732, Second Floor
Chittaranjan Park, New Delhi 110019, Delhi India (IN)

17. Indemnity

The Service Provider shall hold harmless and indemnify Alliance Air from and against all damages, losses, and expenses arising out of any claim directly attributable to deficient Services, wilful misconduct or gross negligence of the Lessor including but not limited to claims for infringement of patents, copyrights, design etc. for use or supply of products/services by them pursuant to the execution of the Agreement. Similarly, Service Provider shall at its own cost defend and indemnify Alliance Air against any third-party claims, or rights, including but not limited to trademark, trade secret, industrial disputes on designs etc. for the use of products by them in fulfilment of/ discharging the obligations under the Agreement.

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Sign & Stamp

Regd. Office: Alliance Air Aviation Ltd. (Alliance Air)
Alliance Bhawan, Domestic Terminal-1, IGI Airport, New Delhi – 110 037, Delhi, India (IN)

18. Arbitration

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope of operation or effect of the Contract/Agreement or the validity or the breach thereof, shall first be settled by mutual discussions. If the dispute remains unresolved after a period of 90 days from the date of start of mutual consultation, the matter shall be referred for settlement to "Scope Forum of Conciliation and Arbitration", Government of India and the award made in pursuance thereof shall be final and binding on the parties. (<http://www.scopeonline.in/about.htm>). **However, if required by Bidder, this can be considered at Singapore.**

19. Governing laws

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

20. ALLIANCE AIR reserves the right to accept/reject/defer any / all offers/Bids without assigning any reason whatsoever.

21. Billing and Payment terms:

- a. Bills/invoices for Lease/rental would be raised on a monthly basis and the invoice for the same is required to be provided at least 30 days prior to the due date.
- b. Bills/invoices based on actual utilization would be raised on a monthly basis and payment would be made in arrears after 30 days of the receipt of the invoice. For the purpose of raising the invoice, the utilization data will be provided by the 15th day of the following month.
- c. **Documents required for processing the payments:-** The Bidder shall agree to provide to ALLIANCE AIR all such documents required for processing the payments, **including but not limited to**, a copy of its **Indian Permanent Account Number (PAN)**, (as per Indian Income Tax requirement), a **No Permanent Establishment (No PE) Certificate** or Declaration to this effect whenever required, a valid **Tax Residency Certificate (TRC)** issued by the relevant authority of the country of registration of Lessor entity and **Form 10 F** as per Indian Income Tax requirement (must be provided by the Lessor).
- d. All Payments shall be subject to receipt of all valid documents by Alliance Air.

22. Taxes:

Alliance Air shall be responsible only for the Taxes applicable in India and levied by Indian Authorities pertaining to the lease rental and usage fees (if applicable).

23. Insurance:

Engines will be insured as per the Alliance Air insurance policy during its tenure in Alliance Air.

24. Security Deposit:

No security deposit against the leased engines will be paid to the lessor by Alliance Air, However, if required, will be limited to one-month rental charges.

25. Evaluation criteria:

- a. The Technical Bids would be evaluated based on response to the Technical Bids at Annexure C (*Technical Requirement of Engines*), E (*Technical Bid*) & F (*Acceptance of Mandatory Conditions*) and the related documentation provided for each of the Engines offered by Bidders. Bidders may ensure submission of all related documents as required along with the

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Integrity Pact documents without which Bids would be disqualified and not considered for evaluation.

- b. The FINANCIAL Bids would be evaluated for arriving at the lowest cost of leasing for each Engine which shall include all the charges (Monthly Lease charges, Utilization charges per FH basis) on per month basis, as per the details offered at Annexure I (*Financial Bid*).

The cost of leasing, calculated for a month period shall be calculated as below:

1. Monthly rental charges (Month Wise): USD (A)
2. Utilization charges per flight hour (**assumed utilization 200 hours at FH/ FC ratio of 1:1**): USD (B)
3. Any other cost including but not limited to insurance cost, transportation, cost of providing security deposit and any other cost borne by ALLIANCE AIR (such charges shall be loaded to calculate total monthly costs i.e., the total of such additional cost shall be calculated and spread over the entire Lease period of 36 months): USD (C)
4. Total monthly costs: USD (A + B + C)

Note1: Bidder will bear the cost of any AD/SB/SIL/any other mandatory requirement/schedule maintenance falling due within the Lease period.

Note2: Bidder to provide variations (if any) in Utilization charges per FH to FC ratio as mentioned above for different FH to FC ratios as per the table below: -

Adjustment Table for Utilization charges:

<u>Flight Hour(FH)</u> <u>Flight Cycle(FC)</u>	0.5	0.7	0.9	1.0	1.1	1.2	1.3	1.5	1.7	1.9
Engine Utilization charges per FH / FC ratio in USD										

26. Exit Clause/Early Termination of Contract.

On non-compliance with tender terms and conditions or unsatisfactorily service(s) ground Alliance Air shall have the right to terminate the Agreement without any costs and without assigning any reason whatsoever by giving Ninety (90) days advance notice in writing to lessor.

Also, Alliance Air shall be entitled to terminate the Agreement under any of the following circumstances:

- i) If Successful Bidder (L1) commits any breach of the terms and conditions of the Agreement, which breach is not remedied by Bidder/Applicant/Participant within One (01) month after receipt of the written notice from Alliance Air requiring the Service Provider to rectify the said breach.
- ii) In the event of unsatisfactory progress/execution and frequent delays/extensions in the dispatch of aircraft for commercial activities or failure to execute the Contract solely attributed to the Successful Bidder (L1), Alliance Air shall be entitled to terminate the Agreement by giving Thirty (30) day's written notice to Service Provider.

The Lease Agreement may be terminated by Alliance Air before the expiry of the term, if there is a change in Alliance Air's requirement or if the need for the tendered Engine(s) no longer exists due to the change in operational requirement, by giving Ninety (90) days written notice.

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In the event of any of the aforementioned events of early termination, the Service Provider shall have no right to claim compensation/damages etc. from Alliance Air on account of early termination. However, both the parties shall duly comply with their respective obligations during the notice period and thereafter, shall discharge all obligations arising out of the Agreement prior to the termination.

27. Acceptance of the terms & conditions should be expressly indicated by the Bidder/Lessor in its offer. Any terms & conditions which are not acceptable should be clearly specified in the Variance Statement of Terms & Conditions as per the format in Annexure-G.
28. Terms that are not specified in this Tender by Alliance Air and the Bidder/Lessor wants to add should also be clearly specified in the Variance Statement of Terms & Conditions as per the format in Annexure-G.

29. Contract Survivability

- (a) Subject to sub-clause (b) below, in the event the Successful Bidder (**L1**) is acquired by, or merges with any third-party entity by operation of law, the terms and conditions of the Contract awarded to the Successful Bidder (**L1**) shall remain in full force and effect with the acquiring/merger company.
- (b) Notwithstanding anything mentioned to the contrary, Alliance Air shall have the right to terminate the Agreement and claim liquidated damages in case Successful Bidder (**L1**) is acquired by or merges with any third-party entity during the subsistence of the Agreement and is thereby unable to undertake the Services/ provide the Engines on lease for use by Alliance Air as contemplated herein or in the Agreement.

Technical Requirements

S. No	Technical Requirements	Details	Bidders Response (Tick whichever is applicable)
1	Specific Engine Model:	Pratt & Whitney PW 127M (BS 1237) (Turbomachinery Module and mating Reduction Gear Box Module)	YES / NO
2	Specific Thrust level requirement:	SHP (KW) 2750	YES / NO
3	Specific Configuration Requirement:	ECU software shall be in accordance with the provision of TCDS No. E-19, as applicable to PW127M. Engines should be in QEC-neutral Configuration. Engines should not be " On Watch "; Clear for operations for the Lease period. No FAA/EASA AD compliance should be due for the Lease period of Thirty-six months. Compliance with any such requirements shall be solely at Lessor's expense.	YES / NO
4	ITT Margin	PW 127M Engines must have sufficient ITT margin for use as PW 127M ratings. (With Boost Function).	<i>ITT margin to be specified by the tenderer.</i>
5	Availability	Engines must be available for immediate delivery as per Annexure L . Any Engine not meeting the desired delivery schedule will not be considered for evaluation.	YES / NO
6	Type of Aircraft:	ATR 72-212A ("600 Version") ATR42-500 ("600 Version")	YES / NO
7	Expected Lease Start Date:	As per the delivery Schedule in Annexure L	YES / NO
8	Expected Lease Duration requirement:	Twelve (12) Months	YES / NO
9	Maximum TSN / CSN	As per the Engine's Availability	YES / NO
10	Expected Average Monthly Flight Hours	200 FH	NOTED
11	Expected Average FH/FC ratio	1:1 Avg	NOTED

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12	Serviceability Tag requirements	<i>Airworthiness Approval Tag 8130 and/or EASA Form One and/or DGCA Form One. Airworthiness Approval Tags can be in the form of Dual Certification also acceptable</i>	NOTED AND AGREED
13	LLPs	Bidder confirms that No LLP shall be due for replacement, during the entire Lease period of the Engines	NOTED AND AGREED
14	PMA / DER parts	Offered Engines should not be fitted with any PMA / DER part	NOTED AND AGREED

Bidder confirms that in compliance with any ADs/SBs/SILs, any other mandatory requirement and any scheduled maintenance event, falling **within the Lease period**, the affected Engine is to be compulsorily substituted with a replacement engine with no additional cost to Alliance Air (the redelivery conditions for replacement engine will be same as specified in **Annexure K**), 15 days prior to the scheduled removal date to ensure uninterrupted operation of ALLIANCE AIR. For the avoidance of doubt, there will not be any additional financial obligation on ALLIANCE AIR except for the payment of Lease rent and utilization fee for only one serviceable engine.

Signature : _____

Name : _____

Designation : _____

Company Name : _____

Company Seal : _____

Email Id: _____

Tel No: _____

REF. NO: - AAAL/EL/ED-K23/414

DATED: 24-NOV-2023

Annexure D

(On bidder's Letter Head)
Covering Letter for Technical Bid

Dated:

To,

Executive Director (Engineering),

Alliance Air Aviation Limited
Alliance Bhawan (**Engineering Dept**),
Domestic Terminal 1, IGI Airport,
New Delhi 110037, Delhi, India (IN)

Subject: Sealed Technical Bid for Leasing of Two (02) PW127M Engines for a period of Twelve (12) Months in response to your Tender Ref: AAAL/EL/ED-K23/414 , Dated: 24-Nov-2023

Dear Sir,

With reference to your Tender floated under Ref: AAAL/ EL/ED-K23/414 , dated: 24-Nov-2023 for Leasing of Two (02) PW127M Engines, we hereby submit our Technical Proposal for the same in the specified formats duly sealed in an envelope consisting of the following:

- | | |
|---|--------------|
| 1. Technical requirements of Engines | Annexure – C |
| 2. Technical Bid | Annexure – D |
| 3. Acceptance of Mandatory Conditions | Annexure – E |
| 4. Statement of Variance | Annexure – G |
| 5. Integrity Pact duly signed | Annexure – J |
| 6. Redelivery conditions of the Engines | Annexure - K |
| 7. Delivery Schedule for the Two (02) PW127M Engines | Annexure - L |

The sealed envelope containing the covering letter and the above-stated Annexures has been superscribed with "AAAL/ EL/ED-K23/414 (Technical Bid)"

We agree to the Terms & Conditions specified in Annexure B (*General Terms and Conditions*), Annexure C (Technical requirements of Engines) and Annexure K (Redelivery conditions of the Engines) of the Tender document except those mentioned in Annexure-G (*Statement of Variance*) of our proposal.

Or

We agree to all the Terms & Conditions specified in Annexure B (*General Terms and Conditions*), Annexure C (Technical requirements of Engines), Annexure K (Redelivery conditions of the Engines), of the Tender document and "Nil" statement in Annexure-G (*Statement of Variance*) of our proposal is attached.

Or

We agree to all the Terms & Conditions specified in Annexure B (*General Terms and Conditions*), Annexure C (Technical requirements of Engines), Annexure K (Redelivery conditions

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Sign & Stamp

Regd. Office: Alliance Air Aviation Ltd. (Alliance Air)
Alliance Bhawan, Domestic Terminal-1, IGI Airport, New Delhi – 110 037, Delhi, India (IN)

REF. NO: - AAAL/EL/ED-K23/414

DATED: 24-NOV-2023

of the Engines), of the Tender document and “Nil” statement in Annexure-G (*Statement of Variance*) of our proposal is attached. However, we have specified some additional terms as per our company’s requirement in Annexure-G (*Statement of Variance*).

(Bidders to choose and mark any of the above 3 options)

Signature : _____
Name : _____
Designation : _____
Company : _____
Company Seal : _____

Phone : _____
E-mail : _____

(On Bidders Letter Head)

Format for Technical Bid

Technical response for our offer of P&WC brand PW 127M Engines is as below, and is duly supported by relevant documentation:

S. No	ESN offered	Condition	TSN & CSN	Traceability	Certification details
1					
2					

Note: PW 127M Engines must have sufficient ITT margin for use as PW 127M ratings (With Boost Function).

We confirm to provide the following documentation as required by Alliance Air before the Engines offered are acceptable.

- i. Airworthiness Approval Tag 8130 and/or EASA Form One and/or DGCA Form One. Airworthiness Approval Tags can be in the form of Dual Certification also acceptable.
- ii. Airworthiness directive status report.
- iii. Service bulletin compliance report.
- iv. Tabulated Status of life-limited parts report as per Airworthiness Limitation Section of latest EM, Hours/Cycles done and remaining Life (Hours/Cycles).
- v. A Video BSI report.
- vi. List of missing parts (if any).
- vii. Present ITT margin.
- viii. Preservation records.
- ix. Original Logbook.
- x. Accessories/LRU's List.
- xi. Any other Continuing Airworthiness document as may be considered necessary.

We also confirm the following:

- a) That we have offered our Bid for the above Engines for a Lease period of Twelve (12) months as per the Tender.
- b) That the warranty Terms and conditions at **Clause 14, Technical-Terms & Conditions** of the Tender document are agreeable to us,
- c) That we confirm that if selected the Engines are available for immediate lease. The Engines should be available for immediate delivery as per **Annexure L**.
- d) That the Engine delivery from Lessor's facility to Alliance Air / AIESL's designated facility at Delhi, India Base shall be at the expense of Lessor. The re-delivery of Engines at the Lease termination will be at Alliance Air's facility, in Delhi, India. **For the avoidance of doubt, both-way transportation of the Engine(s) will be at Lessor's expense.**

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DATED: 24-NOV-2023

- e) If the offered Engine(s) does not meet the AMM limits on video BSI at our facility or it is not meeting the requirements as per the Tender, it will be returned, and the return expenses will be borne by the Lessor.
- f) No LLP shall be due for replacement during the entire Lease period of the Engines.

Signature : _____

Name : _____

Designation : _____

Company Name : _____

Company Seal :

Email Id : _____

Tel No : _____

Acceptance of Mandatory Conditions: -

S. No	Requirements	Details	AAAL's Conditions	Bidders Response (Tick whichever is applicable)
1	Specific Engine Model:	PW127M (BS 1237) (Turbomachinery module and mating Reduction Gear Box Module)	Must	Yes/No
2	Specific Configuration Requirement:	ECU software shall be in accordance with the provision of TCDS No. E-19, as applicable to PW127M. Engines should be in QEC-neutral Configuration. Engines should not be "On Watch" ; Clear for operations for the Lease period. No FAA/EASA AD compliance should be due for the Lease period of Thirty-six months. Compliance of any such requirements shall be solely at Lessor's expense.	Must	Yes/No
3	Availability	Engines must be available for immediate delivery as per Annexure L . Any Engine not meeting the desired delivery schedule will not be considered for evaluation.	Must	Yes/No
4	Redelivery Conditions	The Bidder agrees to the Redelivery conditions specified in Annexure K	Must	Yes/No
5	Expected Lease Duration requirement:	Twelve (12) Months	Must	Yes/No
6	Maximum TSN / CSN	As per the Engine's Availability	Must	Yes/No
7	Serviceability Tag requirements	Airworthiness Approval Tag 8130 and/or EASA Form One and/or DGCA Form One. Airworthiness Approval Tags can be in the form of Dual Certification also acceptable.	Must	Yes/No
8	LLPs	Bidder confirms that No LLP shall be due for replacement, during the entire Lease period of the Engines.	Must	Yes/No
9	PMA / DER parts	Offered Engines should not be fitted with any PMA / DER part	Must	Yes/No
10	Replacement Engine	Bidder confirms that in Compliance with any ADs/ASBs/SILs./any other mandatory requirement , falling within the	Must	Yes/No

		Lease period, the affected Engine is to be compulsorily substituted with a replacement engine on FOC basis, 15 days prior to the scheduled removal date to ensure uninterrupted Airline operation. For the avoidance of doubt, there will not be any additional financial obligation on ALLIANCE AIR except for the payment of Lease Rent and utilization fee for only one serviceable engine.		
11	Documents required for processing of payments.	The Bidder must agree to provide to ALLIANCE AIR all such documents required for processing the payments, including but not limited to , a copy of its Indian Permanent Account Number (PAN), (as per Indian Income Tax requirement), a No Permanent Establishment (PE) Certificate or Declaration to this effect whenever required, a valid Tax Residency Certificate (TRC) and Form 10 F as per Indian Income Tax requirement (must be provided by the Lessor).	Must	Yes/No
12	No Incident/ Accident Certificate (NIC)	Bidder shall provide relevant No-Incident/Accident Certificate.	Must	Yes/No
13	Back to Birth document(s)	In case the Engine is not Brand New, either Overhauled or Repaired.	Must	Yes/No

Signature : _____

Name : _____

Designation : _____

Company Name : _____

Company Seal :

Email Id : _____

Tel No : _____

Statement of Variance (Technical)

Though Alliance Air wishes no variances to this Tender's terms & conditions and guidelines, any deviations to the stated terms & conditions of the Tender are submitted as follows:

a) Variation w.r.t Alliance Air specified Terms & Conditions

S. No	Terms & Conditions of Alliance Air Tender		Offer by the Bidder
	Annexure No.	Description	

b) Additional Terms & Conditions Specified by the Bidder

S. No	Ref	Description of Additional Terms & Conditions

Note: Additional page(s) may be used if required.

Name : _____
 Designation : _____
 Company : _____
 Company Seal : _____

 Phone : _____
 E-mail : _____

REF. NO: - AAAL/EL/ED-K23/414

DATED: 24-NOV-2023

Annexure H

(On Bidder's Letter Head)

Covering Letter for Financial Bid

Dated:

To,

Executive Director (Engineering),

Alliance Air Aviation Limited
Alliance Bhawan (**Engineering Dept**),
Domestic Terminal 1, IGI Airport,
New Delhi 110037, Delhi, India (IN)

Sub: Sealed Financial Bid for Leasing of Two (03) PW127M Engines for a period of Twelve (12) Months in response to your Tender Ref: AAAL/EL/ED-K23/414 , Dated: 24-Nov-2023.

Dear Sir,

With reference to your Tender floated under Ref: AAAL/EL/ED-K23/414, Dated: 24-Nov-2023 for the Leasing of Two (02) PW127M Engines, we hereby submit our best offer/proposal for the same in the specified formats duly sealed in an envelope consisting of the following:

1. **Financial Bid** - Annexure I

It is confirmed that we have not made any payment in what-so-ever form, say, like commission/brokerage etc., to anybody in India and/or abroad and nor shall it be made to anybody in India and/or abroad, in respect of the business to be generated by the company from ALLIANCE AIR.

Thanking you,

Signature : _____

Name : _____

Designation : _____

Company : _____

Company Seal : _____

Phone : _____

E-mail : _____

Sign & Stamp

Regd. Office: Alliance Air Aviation Ltd. (Alliance Air)
Alliance Bhawan, Domestic Terminal-1, IGI Airport, New Delhi – 110 037, Delhi, India (IN)

Format of Financial Bid

The format for the financial response for our offer of PW 127M Engines (BS 1237) is as below:

(All quotes should be in US Dollars)

S. No	ESN offered	Monthly Lease Charge (A)	Utilization charges Per Flt. Hour FH/FC: 1:1 (B)	Any other Cost (C)
1				
2				

Bidder to provide variations (if any) in Utilization charges per FH to FC ratio as mentioned above for different FH to FC ratios as per the table below:

Flight Hour Flight Cycle Ratio:	0.5	0.7	0.9	1.0	1.1	1.2	1.3	1.5	1.7	1.9
Engine Utilization charges per FH / FC ratio in USD										

- Any other cost to be borne by ALLIANCE AIR: (Please specify)
- Evaluation will be done as per the evaluation criteria mentioned at Clause 26 (Annexure B) of the Tender.

Signature : _____

Name : _____

Designation : _____

Company Name : _____

Company Seal :

Email Id : _____

Tel No : _____

Integrity Pact

BETWEEN

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

And

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

PREAMBLE

The Principal intends to award, under laid down organizational procedures, Contract(s) for **leasing Two (02) PW127M Engines for a period of 12 Months**. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

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

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

- 1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption in their dealings with the *Principal*. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution.

REF. NO: - AAAL/EL/ED-K23/414

DATED: 24-NOV-2023

- a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (Page nos. 33-34)
 - e) The Bidder(s)/Contractor(s) will, when presenting his Bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - g) This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Contractor/ Bidder and in the Agreement entered into by the Principal with the Contractor/ Bidder.
 - g) The Bidder(s)/Contractor(s) shall not approach the Courts while representing the matters to IEMs and they will await the decision of the IEMs in the matter.
- 2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences or acts outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at Page nos. 36-44.

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security and other actual damages due to the consequential delay.

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DATED: 24-NOV-2023

- 2) If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

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

Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

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

Section 8 – Independent External Monitor/Monitors

- 1) The Principal appoints Independent External Monitor (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He/she shall report to the Chairman, AIAHL.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractor(s) with confidentiality. The monitor has also signed declarations on ‘Non-Disclosure of Confidential Information’ and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising out at a later date, the IEM shall inform Chairman, AIAHL and recuse himself/herself from that case.
- 5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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- 6) As soon as the Monitor notices, or believes to notice, a violation of this Agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor will submit a written report to the Chairman AI Asset Holding Limited within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) Monitor shall be entitled to compensation on the same terms as being extended to/ provided to Independent directors on the Air India Board.
- 9) If the Monitor has reported to the Chairman AI Asset Holding Limited, a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Chairman AI Asset Holding Limited has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 10) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chairman of AIAHL.

Section 10 – Other provisions

- 1) This Agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi, India.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issue like Warranty / Guaranty etc. shall be outside the preview of IEMs.
- 6) In the case of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(for & on behalf of the Principal)
E.D (Engg), AAAL
(Office seal)

(on & behalf of Bidder/Contractor)
(Office Seal)

Place:- _____

Place:- _____

Witness 1

Name :- _____

Address :- _____

Witness 1

Name :- _____

Address :- _____

Witness 2

Name :- _____

Address :- _____

Witness 2

Name :- _____

Address :- _____

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tenders and Limited Tenders. An agent who is not registered with AI Asset Holding Limited (Including Subsidiaries of AIAHL), Departments/Stations shall apply for registration in the prescribed Application – Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of an order by AI Asset Holding Limited (Including Subsidiaries of AIAHL) Departments/Stations.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
- 2.1.1 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 a real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by ALLIANCE AIR in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to Tender either directly or through the agents/representatives.
- 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by ALLIANCE AIR in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of t 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.

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- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned Tender liable to rejection or in the event of a contract materializing, the same liable to termination by Alliance Air. Besides this, there would be a penalty of banning business dealings with AIAHL (Including Subsidiaries of AIAHL) or damage or payment of a named sum.

GUIDELINES ON BANNING OF BUSINESS DEALINGS
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1. Introduction

- 1.1 AIAHL, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of the Constitution of India, has to ensure the preservation of rights enshrined in Chapter III of the Constitution. AIAHL has also to safeguard its commercial interests. Alliance Air deals with *Agencies*, who have a very high degree of integrity, commitment and sincerity towards the work undertaken. It is not in the interest of AIAHL 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 AIAHL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) *'Party/Contractor/Supplier/Purchaser/Customer'* shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. *'Party/Contractor/Supplier/Purchaser/Customer'* in the context of these guidelines is indicated as *'Agency'*.
- ii) *'Inter-connected Agency'* shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other.
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If Management is common;
 - d) If one owns or controls the other in any manner;
- iii) *'Competent Authority'* and *'Appellate Authority'* shall mean the following:
 - a) For Company (entire AI Asset Holding Limited) Wide Banning
The Executive Director – SBU in charge of Procurement shall be the *'Competent Authority'* for the purpose of these guidelines. Chairman, AI Asset Holding Limited 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 AIAHL Board as Second Appellate Authority.
 - c) For Departments / Stations only

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Any officer not below the rank of Executive Director appointed or nominated by the Functional Director / SBU Head shall be the 'Appellate Authority' in all such cases.

- d) Chairman, AIAHL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) '*Investigating Department*' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other authority or agency set up by the Central or State Government having powers to investigate.
- v) '*List of approved Agencies - Parties/Contractors/Suppliers/ Purchasers/Customers*' shall mean and include list of approved/registered Agencies - *Parties/Contractors/Suppliers/ Purchasers/Customers, etc.*

4. **Initiation of Banning/Suspension**

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

5. **Suspension of Business Dealings**

- 5.1 If the conduct of any Agency dealing with AIAHL (including subsidiaries of AIAHL) is under investigation by any department (except Foreign Suppliers of imported coal/coke), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all Departmental Heads within the Departments/Stations. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

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- 5.4 If the gravity of the misconduct/violation under investigation is very serious and it would not be in the interest of AIAHL and its subsidiaries, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), AIAHL Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct/violation, it would not be desirable for all the Departments/Stations and Subsidiaries of AI Asset Holding Limited to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Departments/Stations by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 For suspension of business dealings with Foreign Suppliers, following shall be the procedure:
- i) Suspension of the foreign suppliers shall apply throughout the Company including Subsidiaries.
 - ii) Based on the complaint forwarded or received directly by Corporate Vigilance, if the gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of AIAHL and its subsidiaries to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director to place it before a committee consisting of the following:
 1. **Chief Finance Officer (CFO)**
 2. **Head of Engineering (HoE)**
 3. **Head of Personnel**
 4. **Officer Legal**

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

- iii) The comments/recommendations of the Committee shall then be placed by E.D. before the Board of AIAHL 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 E.D.
- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants.
- 6.2 If the Director/Owner of the Agency, proprietor, or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or AIAHL and its subsidiaries, during the last five years;

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- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, and owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return/refund the dues of AIAHL and its subsidiaries without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence; If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.6 If the Agency has resorted to Corrupt, fraudulent practices, coercion, undue influence, and other violations including misrepresentation of facts;
- 6.7 If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (AIAHL and its subsidiaries) or its official in acceptance/ performances of the job under the Contract;
- 6.8 If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations;
- 6.9 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether the pre-despatch inspection was carried out by the Company (AIAHL and its subsidiaries) or not;
- 6.10 Based on the findings of the investigation report of CBI/Police/internal Vigilance or any other investigative agency including Government Audit against the Agency for malafide /unlawful acts or improper conduct on his part in matters relating to the Company (AIAHL and its subsidiaries) or even otherwise;
- 6.11 Established litigant nature of the Agency to derive undue benefit;
- 6.12 Continued poor performance of the Agency in several contracts;
- 6.13 If the Agency misuses the premises or facilities of the Company (AIAHL and its subsidiaries), forcefully occupies tampers or damages the Company's properties including land, water resources, forests/trees, etc.
- 6.14 The Corporate Vigilance shall process the proposal of the Department/Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1. Normally, a decision to ban business dealings with any Agency should apply throughout the Company including Subsidiaries. However, the Competent Authority of the Department/Unit except Corporate Office can impose such ban unit-wise only if in the particular case banning of business dealings by respective Department/Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/default to beyond the Department/Unit. Any ban imposed by Corporate Office shall be applicable across all Departments/Stations of the Company including Subsidiaries.

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7.2. For Company-wide banning, the proposal should be sent by ACVO of the Department/Unit to the CVO through the Chief Executive of the Department/Unit setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported coal/coke.

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

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

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

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

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

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

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

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

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

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

9. Show-cause Notice

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

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

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

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

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

10. Appeal against the Decision of the Competent Authority

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

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

11. Review of the Decision by the Competent Authority

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

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

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

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned,

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a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/Appellate Authority may be supplied.

- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, ALLIANCE AIR may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.
- 12.4 Based on the above, Departments/Stations may formulate their own procedure for the implementation of the Guidelines.

Redelivery Conditions of The Engines (Mandatory Conditions)

Redelivery Conditions (at Lessor's cost):

The offered/ or any replacement (as the case may be) Engine (s)/ shall be redelivered to the Lessor at Alliance Air's facility in Delhi in good operating and physical condition (save only normal wear and tear from the ordinary operation) and with the following documentation:

- (a) shall have a valid serviceability tag issued under the authority of the DGCA.
- (b) a video borescope report in accordance with the relevant manufacturer maintenance manual.
- (c) Ground run performance test result before engine removal
- (d) ECTM data for the last 6 Months
- (e) Engine preservation tag
- (f) Non-Incident or Accident Report Status
- (g) Complete Engine Logbook
- (h) List of Major Accessories/LRUs

Delivery Schedule for the Two (02) PW127M Engines

The proposed Delivery Schedule for Two (02) PW127M Engines is as follows:

Proposed Delivery Schedule for the Two (02) PW127M Engines	Delivery Schedule
Engine No. 1	Tentative First Quarter of 2024
Engine No. 2	Tentative First Quarter of 2024

Engines not meeting the above delivery schedule will not be considered for evaluation. However, any early Engine(s) delivery schedule is also acceptable at Alliance Air's discretion. It may be noted that No delivery slot beyond the proposed delivery schedule shall be considered unless & until it is notified by Alliance Air in writing. (Post announcing of the Successful Bidder).

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