

# **Alliance Air Aviation Limited**

Registered office: -

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

## **Tender for Selection of Freight Forwarder for Domestic and International Cargo Movement**

Date for submitting Tender Documents:- 06 Feb 2024, 15:00 Hrs. (IST)

Date for opening Tender Bid:- 06 Feb 2024, 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.

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.

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**Schedule I**

**Tender Summary**

<b>S. No</b>	<b>Particulars</b>	<b>Details</b>
1	Name of Tender	Tender for selection of Freight Forwarder for Domestic and International cargo movement.
2	Date of issue of the Tender	05 Jan 2024
3	Period of Contract	Twenty-four (24) months, which may further be extendable for 24 months on the mutually agreed terms and conditions.
4	Pre-Bid Meeting	31 Jan 2024
5	Bid System	Two Bid System 1. Eligibility Criteria 2. Financial Bid
6	Last Date & Time, for submitting Bid(s)  Place for Submission of Bids	06 Feb 2024, 15:00 Hrs. (IST),  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 Bid(s)  Place for Submission of Bid(s)	06 Feb 2024, 15:00 Hrs. (IST),  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	Bidders meeting the Eligibility Criteria will be informed through email.  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

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**Schedule II**

**Purpose of Tender**

Alliance Air is pleased to invite Bids from interested Freight Forwarder agencies for the carriage of cargo to Domestic and International Destinations on a regular basis through Surface, Air and Sea for Twenty-Four (24) months, which may further be annually extendable for a period of 24 months on the mutually agreed terms and conditions by both the parties.

The Freight Forwarder(s) will be selected on the basis of terms stipulated in the Eligibility Criteria and Quoted Price. The selected Freight Forwarder must be eligible to participate in this tender for Logistics/Cargo Movement of the

- i. Import & Export of Engine/Tyers/Spares/Consumables/Components/DG Items/Associated Items of Aircraft.
- ii. Engineering Carriage of Engine/Tyers/Spares/Consumables/Components/DG Items/Associated Items of Aircraft on pan pan-India basis.

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**Schedule III**

**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”.
- 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”** means the proposal submitted by the Bidder(s) in response to this Tender in accordance with the provisions thereof including Eligibility Criteria and Financial Bid as described along with all other documents forming part in support thereof.
- 1.4. **“Bidder”** or **“Tenderer”** shall mean an eligible entity who has submitted the sealed/closed Bid for this Tender through its authorized signatory or vide Postal, courier or hand delivery or password-protected scanned file through email.
- 1.5. **“Contract”** or **“Agreement”** shall mean the agreement entered between Alliance Air and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- 1.6. **“Successful Bidder”** shall mean the Bidder whose Eligibility Criteria and Financial Bid has been accepted by AAAL and who further declared as L1 after evaluation, and LOI is consequently issued by AAAL and the same has been accepted/acknowledged by such Successful Bidder/Tenderer vide a letter. AAAL shall enter into an agreement/contract with the L1 bidder.
- 1.7. Any other term(s) not defined hereinabove 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.
- 1.8. The term **“Day”** shall mean the working business days of AAAL.
- 1.9. The term **“Service(s)”** shall mean the service(s) to be provided by the successful bidders as mentioned in the tender.
- 1.10. The **“L 1”** means bidder with the lowest quote, and **“L 2”** means bidders with the second lowest quote and subsequently.

**2. Terms of Tender**

Alliance Air is considering the selection of a Freight Forwarder for Domestic and International Cargo Movement for Twenty-Four (24) months.

Contract Period : - Twenty-four (24) Months, which may further be annually extendable for a period of 24 months

The Applicant(s)/Bidder(s) are required to submit their bids in a sealed/closed envelope, clearly identifiable as follows: -

- A. **“Eligibility Criteria”** for the selection of Freight Forwarder for Domestic and International Cargo Movement.

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B .“Financial Bid” for the selection of Freight Forwarder for Domestic and International Cargo Movement.

### 3. Pre-Bid Meeting

In the event of any further clarification(s) relating to this Tender is required to be sought from AAAL, the interested bidder may request the same through email

For Eligibility Criteria Clarification(s):- Dy. Chief of Engineering (Procurement)

For Tender Clarification(s):- Dy. Manager (MMD)

Interested bidder(s) may also request for a video conference call with AAAL’s official assigned for this tender on the date and time mentioned above. Such VC conducted by AAAL officials with the bidder(s) would also be documented by preparing the records note of discussion and filled accordingly. Such VC should be scheduled no later than Seven (07) days prior to the closing date and time of the tender.

AAAL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, considers appropriate for facilitating a fair, transparent and competitive Bidding process. However, AAAL reserves the right not to respond to all/any questions or provide any clarifications in its sole discretion and nothing contained herein shall be taken or read or assumed as compelling or requiring AAAL to respond to any question(s) or to provide any clarification(s). AAAL may also on its own motion if deemed necessary, issue interpretations and clarifications regarding these tender documents. Verbal clarifications and information(s) given by AAAL or its employees or representatives shall not be in any way or manner be binding on AAAL.

### 4. Instructions/ Information to Bidders: -

- i. The Bids shall be typed in the English language, and all correspondence and documents related to the Bid exchanged by the Bidder and Alliance Air shall be written in the English language. Before submitting the Bid, the Bidder should carefully examine the Tender document, Terms and Conditions.
- ii. Bids must be sent, only at the sole risk of the Bidder. Bids received late, delivered at a different address other than as specified in the Tender or lost in transit will not be accepted irrespective of whether the delay has arisen on account of the delivery system i.e., Postal, courier or hand delivery. It is hereby clarified that Bids sent only by the mode mentioned hereinabove shall be accepted by Alliance Air. Bids sent by any other mode may be liable to be rejected.
- iii. The Bidder shall abide by the Tender Conditions and submit their Bids in accordance with the requirement laid down in this Tender and complete the annexed form of Tender and information called for therein and shall sign and date each page of the documents.
- iv. The Tender shall contain the name with designation, address, contact number, and email for communicating with the Bidder in connection with the Tender.
- v. Bidders shall read and confirm the terms and conditions outlined in this document and ensure that they are eligible in all respects in order for their applications to be processed at various levels. The columns that are left blank or incomplete shall be interpreted to the Bidder’s disadvantage. The submission of a Bid implies that the Bidder has read the conditions of the Tender and is fully aware of the scope of work, specifications, and project execution/solution implementation requirements.
- vi. Alliance Air reserves the right to accept or reject any bid without assigning any reason whatsoever and to annul the bidding process and reject any Bids, at any time prior to the award of the contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for Alliance Air’s action. Alliance Air also reserves the right to extend the validity period of the Tender.
- vii. All Bidders are to note that even though they may be qualified after evaluation of the

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Technical Bid, in the event their Financial Bid is found incomplete or not submitted in a format as prescribed herein, their Bid submitted thereon shall be rejected by AAAL.

- viii. Alliance Air has the right to amend and/or re-issue the Tender document without the Bidder(s) having any right to object to such reissue.
- ix. Bidders shall be required to sign all pages of the Eligibility Criteria and the Financial Bid, and all signed pages should be in ascending order, along with an index of submissions. The individual signing the Tender or other documents in connection with the Tender should submit proof of being an authorized signatory and certify the capacity in and/or authority in which they are signing the Bid.
- x. All financial quotes must be in INR (₹) only. Further, the price quoted should remain valid for acceptance for a minimum period of 180 days from the date of opening of the Financial Bids or such period as mutually agreed by AAAL and the Bidder, beyond the initial 180 days.
- xi. The Financial Bid should be quoted in INR (₹) only as per the format for the Financial Bid in Appendix IV.
- xii. The quoted rates should be clearly typed in figures as well as in words and should be free from over-typing or overwriting. Overwriting/overtyping, if any, must however be authenticated by full signature by the authorized signatory who signs the Bid and should be duly stamped.
- xiii. Alliance Air reserves the right to award the contract to the successful bidder as it may deem eligible as per its requirements.
- xiv. A Bidder shall be liable for disqualification, if any legal, financial, or technical adviser of Alliance Air in relation to the Tender is engaged by the Bidder, its member, or any associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender during the Tender process or subsequent to the execution of the Contract. In the event, any such adviser is engaged by the Successful Bidder, as the case may be, after issuance of the Agreement or execution of the Agreement for matters related or incidental to the Tender, then notwithstanding anything to the contrary contained herein or in Contract and without prejudice to any other rights or remedies of Alliance Air, including the forfeiture and appropriation of the Security Deposit, Alliance Air shall have the right to terminate the Contract, without being liable in any manner whatsoever to the Successful Bidder for the same.
- xv. At any time prior to the last date for submission of Bids, Alliance Air may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify this Tender document by an amendment. In order to afford a reasonable time for Tenderers to take such amendments into account for the preparation and submission of their Bids, Alliance Air may, at its discretion, extend the last date for the submission of Bids through an announcement on its website.
- xvi. Bids must be comprehensive in all respects and inclusive of all costs related to the work scope as detailed in the Tender. It is to be noted that an increase in the price, other than what has been quoted in the Financial Bid, would not be accepted by Alliance Air, after the closing date of the Tender for any reason whatsoever.
- xvii. The Bidder shall bear all costs associated with the preparation and submission of the Bids, including the cost of presentations/demonstrations for the purposes of clarification/evaluation of the bids and negotiations with the Successful Bidder, etc. Alliance Air will not be responsible or liable for any such costs, regardless of the conduct or outcome of the bidding process.
- xviii. AAAL may extend the date for submitting the Bids and/or opening of the Tender if Considered necessary at its sole discretion. Amendments/clarifications/Addendums, if any,



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to the Tender documents including changes in the dates, time and place for submitting the Bids and/or opening the Tender would be hosted/notified/displayed on the website of Alliance Air, [www.allianceair.in](http://www.allianceair.in), and no such separate communication will be sent in this regard.

- xix. The Bidders may therefore visit Alliance Air's website regularly till the date of closing of the Tender. Queries, if any, in respect of the Tender may be addressed to the following officials.

Technical Queries	Eligibility Criteria & Tender Clauses.
<p><b>Dy. Chief of Engg. (Procurement)</b>  Alliance Air Aviation Ltd.  Alliance Bhawan, Domestic Terminal 1,  I.G.I Airport New Delhi 110037, Delhi,  India (IN)</p> <p>Email: - <a href="mailto:tech.procurement@allianceair.in">tech.procurement@allianceair.in</a>&gt;</p>	<p><b>Material Management Department</b>  Alliance Air Aviation Ltd. Alliance Bhawan  Domestic Terminal-1, I.G.I Airport,  New Delhi 110037, Delhi, India (IN)</p> <p>Email: - <a href="mailto:commd.del@allianceair.in">commd.del@allianceair.in</a></p>

- xx. AAAL shall endeavour to respond to the queries raised or clarifications sought by the bidders. However, AAAL reserves the right not to respond to any or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring AAAL 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 receipt of bids.
- xxi. The acceptance of the Tender Bids is subject to AAAL receiving requisite approvals from its Board and concerned Regulatory/Government authorities etc.
- xxii. AAAL reserves the right to terminate the process of tendering at any stage, and not to proceed further at its sole discretion, without assigning any reason thereof without notice or liability. AAAL also reserves the right, to reject any Bid (Partially/in its entirety) without assigning any reasons whatsoever and without any liability whatsoever. AAAL reserves the right not to award the contract to a successful or any bidder.

Any queries or requests for additional relevant information concerning this tender shall be submitted in writing or e-mail to the officer designated below:-

**Executive Director (Engineering)**

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

**5. Bid Submission**

- i. Bids should be submitted on the letterhead of the Bidder's company with all pages duly stamped and signed by the authorized signatory/signatories of the Bidder's Company.
- ii. The bid should be valid for a period of at least 180 days from the last date for submitting the Tender.
- iii. Bidders are required to submit two separate sealed envelopes superscribed as Eligibility Criteria and Financial Bid respectively. These shall also be superscribed on each of the envelopes as **"Tender for Selection Freight Forwarder for Domestic and International Cargo Movement"**.

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- iv. The name of the authorized person with designation, address, contact numbers, and email address for official communications shall also be mentioned on each of the envelopes.
- v. A two-bid system i.e., **Eligibility Criteria** and **Financial Bid**, is being adopted for this Tender, the process will be carried out in 2 stages. The Eligibility Criteria envelope will be opened at the venue mentioned above at a specified time and date, and the financial bid of bidders who will meet the eligibility criteria will be opened later or on the same day.
- vi. No changes will be permitted to the Bid document after the opening of the bids.
- vii. Bidders are advised to quote strictly in accordance with the formats enclosed with the Tender Document. Otherwise, the Bidder may invite the risk of disqualification of their Bid.
- viii. Bidder/s have to submit the “Eligibility Criteria” and “Financial Bid” through the below-mentioned mode: -
  - a. Hard Copies in two (2) separate sealed/closed envelopes, super-scribed in bold.
    - i. **“Eligibility Criteria ”** for Tender for Selection of Freight Forwarder for Domestic and International Cargo Movement”.
    - ii. **“Financial Bid”** for Tender for Selection of Freight Forwarder for Domestic and International Cargo Movement”.
    - iii. Both envelopes should be submitted in **“Master Envelope”** in sealed/closed condition, superscribed in bold with **“Tender for Selection of Freight Forwarder for Domestic and International Cargo Movement”**.

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

**Material Management Department (MMD)**

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

**The last date of receipt of bids is 06 Feb 2024 latest by 15:00 Hrs. (IST).**

- iv. If the Bidder so desires, a duly authorized representative of the Bidder’s company/organization 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.
- ix. Acceptance of the terms & conditions of this Tender should be expressly indicated by the Bidder in its offer. Any terms & conditions, which are not acceptable, should be specified in the Variance Statement of Terms & Conditions as per the format in Appendix I in respect of terms & conditions and eligibility criteria and Appendix II in respect of Financial terms & conditions. In case, no variance is given by the bidder in its Bid, the same shall not be considered during the Lease Agreement negotiation stage.
- x. Terms that are not specified in this Tender by Alliance Air and the Bidder wants to add should also be specified in the Variance Statement of Terms & Conditions (if any) as per the format in Appendix I and Appendix II in respect of eligibility criteria & financial requirements and in respect of terms & conditions.
- xi. If any bid(s) are received after the Due date and Time, such Bids will be declared invalid and will solely be rejected. Alliance Air reserves to itself the liberty to reject all or any Bid

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Without assigning any reason.

**Note: -**

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

**6. Evaluation of Bids**

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

**Stage 1 – Eligibility Criteria.**

**Stage 2 – Evaluation of the Financial Bid(s).**

- ii. Bidders will have to qualify through each stage to progress to the next stage of evaluation.
- iii. The evaluation of the bid/s shall be performed as per the methodology provided under the provisions relating to the evaluation of the bid/s as specified in Appendix IV.
- iv. The Bids of only those Bidders whose Eligibility Criteria have been assessed by Alliance Air as meeting the minimum requirements spelt out in Annexure III will be taken up for Financial Bid evaluation.

**7. Basis of Evaluation**

**7.1. Eligibility Criteria**

Contains conditions, which are mandatory (Annexure III) and need to be fulfilled by the Bidders. The response for each of the conditions in this Part shall only be written as 'YES'. Only those Bids that contain the response 'YES' against all the conditions, will be eligible for further processing. For the avoidance of any doubt, if the response to any of the condition(s) in Annexure III is read as "NO", or "Noted" or is left blank, the bid will not be processed any further and no evaluation will be done further. The Bidder will be rejected, and their Financial Bid will not be taken up for further evaluation.

**7.2. Financial Bid**

Bidders have to provide their quotations as mentioned in Annexure V. The "L1" bidder will be decided based on the quotation found to be lowest after the Financial Bid evaluation by Alliance Air.

**8. Earnest Money Deposit (EMD): -**

Bidder(s) participating in the tender process has to submit EMD. An amount of INR 15,00,000.00 (Rupees Fifteen Lacs Only) is to be submitted along with bid documents in the form of a Demand Draft/Banker Cheque, from Scheduled Bank of India.

**9. Exemption / Preference to MSE units:**

- i. As per the Public Procurement Policy for Micro and Small Enterprises (MSEs), preference will be provided to MSEs as per the prevailing policy as formulated by the Ministry of Micro, Small and Medium Enterprises of Govt. of India., MSEs must be registered with any of the following in order to avail of the benefits/preference available vide Public Procurement Policy MSEs Order, 2012
  - a. District Industries Centers (DIC)
  - b. Khadi and Village Industries Commission (KVIC)

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- c. Khadi and Village Industries Board
  - d. Coir Board
  - e. National Small Industries Corporation (NSIC)
  - f. Directorate of Handicraft and Handloom
  - g. Any other body specified by the Ministry of MSME.
  - h. Udyog Aadhaar
- ii. MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the particular tendered item along with their bid.
  - iii. The MSEs registered with District Industries Centers must submit the **Acknowledgement of Entrepreneur Memorandum (EM) Part-II** along with their bid. The MSEs registered with the National Small Industries Corporation (NSIC) must submit a valid NSIC registration certificate along with their bid.
  - iv. Micro and Small Enterprises not registered for the particular trade/item for which this tender is relevant, would not be eligible for exemption/preference.
  - v. The registration certificate issued from any one of the above agencies must be valid as of the close date of the tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.
  - vi. The MSEs, who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as of the close date of the tender, are not eligible for exemption/preference.
    - a. Exemption from submission of EMD – EMD is not applicable to MSE units only.
    - b. Security Deposit- The Successful Bidder (MSE/Non-MSE) will be required to submit the Security Deposit as applicable on the Contract value. However, in the case of MSE Bidders, the Security Deposit/Bank Guarantee can be submitted on a yearly basis renewable every year.
    - c. Price Preference- The MSEs registered with the above-mentioned agencies/bodies for the Tendered Service and quoting price within the price band of L1+15% (fifteen per cent) shall also be allowed to supply a portion of the requirement by bringing down their price to the price quoted by L1 in a situation where the price quoted by the L1 Bidder (the “L1 Price”) is from other than an MSE and such MSE shall be allowed to supply up to 20 % (twenty per cent) of total Tendered value/service. In case of more than one such MSE(s) are in the price band of L-1 + 15% and match the L-1 Price, the 20% value shall be shared proportionately.

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

- a. L1 Bidder whether MSE or non-MSE i.e., irrespective of his status shall be awarded the quantity as per the ratio eligible for L1 Bidder, as mentioned under Section D: Price Bid Evaluation Criteria (PBEC).
- b. MSEs in the price band of L1 +15% and matching the L1 Price will be awarded 20% of the
- c. Tendered value/service equally from the ratio eligible for the L2 Bidder. The balance quantity/value will be awarded to L2 Bidder provided they match the L1 Price.
- d. For example: If a split ratio of 60% of the Tender value/services to L1 Bidder and 40% of the Tender value/services to L2 Bidder then:
  - o 60% of the Tendered services/value will be awarded to the L1 Bidder irrespective of his status of being an MSE or a Non-MSE

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- All MSEs in the L1 + 15% price band and matching L-1 Price shall be awarded 20% of the Tendered services/value equally from the 40% of the Tendered services/value to be awarded to the L2 Bidder.
  - The remaining 20% of the Tendered services/value will be awarded to L-2 Bidder, provided they match the L1 Price.
  - In case the MSEs do not match the L1 Price, then 40% of the quantity/value will be awarded to the L2 Bidder provided they match the L1 Price.
  - If the L2 Bidder does not match the L1 Price, then the entire Tendered services/value will be awarded to the L1 Bidder.
- vii. **Preference for MSEs owned by Scheduled Castes or Scheduled Tribes** (the “**SC/ST MSE**”) – Within the above given 20% (Twenty Percent) quantity, a purchase preference of four per cent out of 20 (twenty) per cent is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs if they participate in the Tender process and match the L1 Price. Provided that, in event of failure of such SC/ST MSE to participate in the Tender process or meet Tender requirements and L1 Price, the aforementioned four percent of the Tender services/value reserved for SC/ST MSE shall be met from other MSEs.

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

- a. In the case of proprietary MSE, the proprietor(s) shall be SC /ST.s
- b. In the case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.
- c. In the case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.
- d. Where any aggregator has been appointed by the Ministry of MSE, themselves to Bid on behalf of some MSE units, such Bids will be considered as Bids from MSE units, and all such facilities would be extended to these also.
- e. An MSE Unit will not get any purchase preference over another MSE Unit. MSEs will also be entitled to the payment terms of 45 days' credit.

**Note:** The above policy of extending benefits is meant for the procurement of only goods produced and services rendered by MSEs and not for any trading activities by them.

## 10. Security Deposit

- a. The Successful Bidders would be required to submit an interest-free refundable security deposit equal to the sum of **INR 25,00,000.00 (Rupees Twenty-Five Lacs Only)** (“**Security Deposit**” and “**SD**”) or the Security Deposit could be paid by the Successful Bidder by executing irrevocable performance bank guarantee in favour of AAAL for an equivalent amount as stated above (“**Performance Bank Guarantee**” and “**PG**”). The expenses incurred towards submission of the Security Deposit / Performance Bank Guarantee will have to be borne by the Successful Bidders. The Security Deposit/Performance Bank Guarantee shall be retained by AAAL through the period of the Agreement. The Security Deposit/Performance Bank Guarantee shall be returned/discharged (after adjusting damages, if any, arising out of the performance of the Freight Forwarder under the Agreement) by AAAL within 3 (three) months.
- b. The successful bidder shall submit the Security Deposit/ Performance Bank Guarantee within Fifteen (15) days prior to the execution of the agreement. The Performance Bank Guarantee should be valid for Ninety (90) days beyond the completion of the contract period. It is clarified that the Performance Bank Guarantee shall be the stand-alone document to the agreement in case the same is furnished by the Successful bidder.

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- c. The Security Deposit/Performance Bank Guarantee will not carry any interest.
- d. Notwithstanding anything mentioned to the contrary in this Tender or the Agreement, upon any default or breach of obligations by the Successful Bidder under the agreement, AAAL may at its sole discretion invoke the Security Deposit/ Performance Guarantee to satisfy its claim against the Successful Bidder by way of imposition of damages or otherwise, irrespective of any other remedy under this Tender or the Agreement. In such an event, the Successful Bidder shall be obligated to ensure that the Security Deposit/ Performance Bank Guarantee is restored to its original value within seven (07) working days from such invocation failing which the same shall be deemed as a material breach by the Successful Bidder and entitle AAAL to terminate the Agreement.

#### **11. Payment Terms**

- a) The payment(s) would be made by AAAL within Forty-Five (45) days from the receipt of the Complete Invoice. Invoice sent by Freight Forwarder must be complete with relevant enclosures.
- b) If a credit term is offered for less than Forty-Five (45) days from the date of Invoice, a loading will be applied for comparative evaluation of the financial bid.
- c) The invoicing address for payment will be notified in the Agreement.
- d) Discount, if any offered shall be adjusted with each invoice.
- e) It is clarified that whenever under the Agreement any sum of money is recoverable from Freight Forwarder, AAAL shall be entitled to recover/deduct such sum from the payment(s) due to Freight Forwarder and/or Security Deposit or Performance Bank Guarantee held by AAAL. In the event said Security Deposit/Performance Bank Guarantee is insufficient, the balance of the total amount recoverable shall be deducted from any sum due to the Freight Forwarder under the agreement or any other contract with AAAL. In case, this collective amount seems insufficient to cover the said full amount recoverable, Freight Forwarder shall pay to AAAL on demand the balance amount, if any, within Fourteen (14) days of the demand with applicable 18% interest on the amount from the due date specified in the demand notice. If any amount due to AAAL is so set off against the Security Deposit/Performance Bank Guarantee is restored to its original value within Seven (07) working days from such set-off. Non-restoration of Security Deposit/ Performance Bank Guarantee will be treated as the event of default, leading to the right of AAAL to take appropriate remedial action against the Freight Forwarder, including termination of the Agreement.

#### **12. Mode of Payment**

Payment will be made through wire transfer mode. Bidder(s) should provide their bank details to enable AAAL to remit the payment.

#### **13. Validity of Price**

- a) The quoted rates should remain firm till the completion of Twenty-four (24) months from the date of signing of the Agreement.
- b) All orders received during the term of the contract must be completed by the Successful Bidder at the contract rates notwithstanding that delivery/dispatch is to be made after the expiry of the Agreement. For a further period of Twenty-Four (24) months annual extension.

#### **14. Price Negotiation**

As it is not the general norm for AAAL to carry out price negotiations with any Bidder, other than the most competitive Bidder (in case of this Tender L-1), the Bidders are advised to submit their best quotes in the very first response to this Tender as per the commercial Bid format enclosed at

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Annexure V. However, AAAL reserves the right to carry out negotiations with the Successful Bidder who has been evaluated by AAAL as having offered the lowest Bid in response to the Tender.

#### **15. Documents required for remittance and other statutory requirements.**

The bidder agrees to obtain and provide the documents which are statutorily required for remittance, taxation or any statutory purpose as per applicable laws. At present, a TRC (Tax Residency Certificate) issued by the competent authority of the remittee, a duly filled-in Form 10 F (format to be provided by AAAL during the agreement stage) and a declaration towards no permanent establishment (NO PE Certificate) is statutorily required to enable remittance to the foreign vendor.

In addition, AAAL desires the freight forwarder to obtain an Indian PAN (Permanent Account Number) to meet tax obligations in India.

#### **16. Time Frame for Shipment**

- a. Time for AOG Shipment
  - i. Within 12 Hrs for Domestic Shipment.
  - ii. Within 24 Hrs for International Shipment.
- b. Time for normal shipment (Non-AOG) within 3-5 days from the date of Purchase Order.
- c. Bidder must acknowledge the Purchase Order shared by email or any other mode of communication in writing within the minimum time period, but not more than 120 minutes.

#### **17. Penalty Clause**

In case the time frame mentioned above (Clause 16) is not maintained by the "L1" bidder, the relevant invoice will not be paid by AAAL on account of the penalty.

#### **18. Liquidated Damages**

- 18.1. If the successful Applicant/Bidder not meeting the expected industrial practice due to the reasons solely attributable to the Bidder, liquidated damages shall be levied. Such liquidated damages would be settled from the amount due to the Bidder or from the Security Deposit or Performance Bank Guarantee, as the case may be.
- 18.2. AAAL further reserves the right to annul the Agreement in the event of delays/failure to provide freight forwarding service that is solely attributable to the Bidder and to enter into a fresh Agreement with any other source & due to failure in execution of the LOI issued to the bidder within seven (07) days, at the cost and risk of the Bidder. In such case, the Security amount/Performance Bank Guarantee will also be forfeited.

#### **19. Agreement**

After evaluation and selecting the successful bidder, AAAL will enter into an agreement with the successful Bidder for a period of Twenty-Four (24) months, as per the terms & conditions of this Tender and the negotiated terms, from the date of signing of the agreement, further extendable for a period of Twenty-Four months in yearly increment at the sole discretion of AAAL, unless terminated by either party, giving to the other party not less than Ninety (90) days in advance written notice prior to the date such termination becomes effective.

#### **20. Letter of Intent (LOI)**

All the terms and conditions of this Tender shall be deemed to be repeated in the LOI and also in the agreement either by way of reference or by specific inclusion therein, as may be deemed appropriate by AAAL.

AAAL reserves the right to terminate this Tender at any time before the execution of the agreement for any reasons whatsoever without being liable in any manner. Any binding commitment with respect to the matters referenced in the LOI will result only from the execution of the final agreement.

## 21. Notifications

Any liquidation/merger/takeover/ amalgamation of the prospective Freight Forwarder should be intimated to AAAL promptly. In such an eventuality, AAAL reserves the right to continue/discontinue the contract/ Agreement. If AAAL chooses to continue, the Freight Forwarder should agree to reimburse any resultant cost burden on AAAL, due to such liquidation/merger/takeover/ amalgamation of the prospective freight forwarder.

## 22. Termination

- 22.1. Prior to the execution of the agreement between both parties, either party may terminate the agreement by giving to the party one hundred eighty (180) days' written notice.
- 22.2. If, as a result of an unforeseen event (Force Majeure) or any other reason (other than freight forwarder 's willful misconduct, not directly attributable to AAAL or an intentional breach in the performance of its obligations to deliver the service(s) under and subject to the conditions in the agreement), takes place after the execution of the agreement or does not happen, AAAL shall be entitled to terminate the agreement.
- 22.3. AAAL can terminate the contract of the successful Bidder with immediate effect at its sole discretion if the Successful Bidder has committed any corrupt and/or fraudulent practice, an offence under the Provision of Corruption Act, 1988 as amended from time to time, or any other applicable guidelines issued by the Central Vigilance Commission time to time.
- 22.4. AAAL and/or the Successful Bidder may terminate the contract in case of the prevalence of a Force Majeure Event in the manner provided in the contract and Clause 33 (Force Majeure) hereunder.
- 22.5. Upon termination of this contract for any reasons stipulated herein, the Successful Bidder shall return all the Property including Confidential Information of AAAL to AAAL that may be in the Successful Bidder's possession, within seven (07) days from the date of termination. The Successful Bidder agrees that withholding such property including Confidential Information beyond the stipulated time period may attract consequences including but not limited to injunctive reliefs and any other equitable remedies available under the provision of law.

## 23. Regulatory Agency Clearances

- a. The Agreement execution will be subject to requisite approvals of the AAAL Board and related government/regulatory agencies such as the Reserve Bank of India, DGCA, India etc. and export/import approvals.
- b. The Bidder is also required to confirm that it has obtained the required approvals of relevant authorities and/or agencies to offer the subject Aircraft under this Tender. The Bidder is also required to submit proof on the letterhead of the Bidder company that the person signing the Bids is authorized to do so and act on behalf of the Bidder.

## 24. Dispute Resolution, Jurisdiction and Governing Law

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

## 25. Indemnity

The Successful Bidder shall hold harmless and indemnify AAAL (Alliance Air) from and against any and all damages, losses, and expenses arising out of any claim directly attributable to deficient Services, willful misconduct or gross negligence of the freight forwarder including but not limited to claims from tax authorities or for infringement of patents, copyrights, design etc. for use or supply of products/services by them pursuant to the execution of the Agreement. Similarly, Successful



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Bidder 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.

## 26. Fraudulent Practices

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

- a. Shall reject the Bid for the award if it determines that the Bidder recommended for the award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- b. Shall declare a Bidder ineligible and blacklist such Bidder, for a stated period of time if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.
- c. Shall rescind the contract forthwith, in case of successful Bidder adopting fraudulent/corrupt practices during the currency of the contract.

## 24. Litigation History

The Bidder should provide accurate information about any litigation or arbitration resulting from contracts for providing services similar to the ones sought in this tender, in the past since the time it has been in business of its incorporation. A consistent history of awards against the Bidder may result in the rejection of the Bid. Suppression of any information or material in this regard would be construed as a fundamental breach and AAAL reserves its right to take appropriate action including cancellation of the Bid, termination of the Contract/Agreement as the case may be, Black listing the Bidder etc., as may be deemed fit and proper by AAAL at any time without requiring giving any notice to the Bidder in this regard.

## 25. Blacklisting of Bidder

If at any time during the bidding process and/or prior to or after the award of LOI/ Contract it comes to the knowledge of AAAL that the Bidder has been blacklisted at any time by any Government / Government agency / Financial Institution in India in the past, AAAL will be entitled to take all or any of the following actions:-

- a. Terminate the LOI/ Contract.
- b. Such bidder will also not be eligible to participate in the tender hosted by AAAL for the next three (03) years.

## 26. Contract

After evaluation of the Bids and approval of Competent Authorities, Alliance Air Aviation Limited will enter into the Agreement with the selected bidder for the agreed terms and conditions of this Tender and the negotiated terms (the "Contract"). All disputes and differences, if any, arising out of this Tender shall be subject to Indian Laws and shall exclusively be subject to the jurisdiction of the Courts of New Delhi, India. By submitting their Bid, the Bidders also unconditionally agree to the said jurisdiction.

## 27. Contract Validity

The validity of the contract comes to an end *IPSO FACTO* by efflux of time unless otherwise extended/terminated. The Contract Period shall be for Twenty-Four (24) months from the date of execution of the agreement by both parties terminated earlier as per the terms and conditions of the tender.

## 28. Fall Clause

The prices quoted for services supplied under the Contract should under no event be higher than the lowest prices at which the party sells/leases the services of identical description to any other

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

### **29. Draft Agreement**

It is desired that the bidder submits a copy of their draft agreement along with the Technical Bid, without the cost components.

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

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

- i. If the Bid has been received after the due date/time of submission of the Bids.
- ii. If the Bid has not been signed by the authorized signatory of the Tenderer.
- iii. If the Tenderer's response is not received as mentioned in the Tender document.
- iv. If the information given in response to the Tender is incomplete, incorrect, ambiguous, without requisite supporting documents, unverified, unattested and/or submission of illegible copies or unexplained materials and/or Bids not received as per the desired formats & bidding instructions.
- v. If the price indication has been provided in the Technical Bid.
- vi. If the Bid is not presented neatly and corrections if any are not duly authenticated with full authorized signatures of the person who has signed the Bid document,
- vii. If the Bid has been received without the undertaking of acceptance of all terms & conditions.
- viii. If the submitted relevant tender document is incomplete.
- ix. If the Bid received is conditional.

The above list is only illustrative, there can be other relevant grounds for the rejection of Bids and any other reasons as Alliance Air may deem fit.

### **31. Exit Clause**

- a. AAAL shall have the right to terminate the Agreement without assigning any reason whatsoever by giving 03 (Three) months advance notice in writing to Freight Forwarder.
- b. If there is a change in AAAL's requirements, AAAL shall terminate the Agreement by giving (3) three months' advance notice in writing to the Freight Forwarder. In such case, the Freight Forwarder shall not be entitled to any compensation whatsoever for any costs incurred or to be incurred on this account.
- c. AAAL shall be entitled to terminate the Agreement under any of the following circumstances:
  - i. If Freight Forwarder commits any breach of the terms and conditions of the Agreement, which breach is not remedied by Freight Forwarder within twenty-four (24) hours after receipt of the written notice from AAAL requiring the Successful Bidder to rectify the said breach.
  - ii. In the event of unsatisfactory progress/execution and frequent delays/extensions to the dispatch/delivery or failure to execute the contract solely attributed to the Freight Forwarder, AAAL shall be entitled to terminate the Agreement by giving 1 (one) month's written notice to the Freight Forwarder.

- d. It is clarified that in the event of termination of the Agreement, the Freight Forwarder shall be liable to complete all the open jobs in hand and deliver/dispatch all such cargo in the time frame as decided upon by AAAL and informed to Freight Forwarder.

### **32. Disqualification of Bid**

- a. Any Bidder and/ or any of its director/s, who has been blacklisted or debarred from participating in any tender either by any Government agency or Corporation or any Public Sector Undertaking (in India or elsewhere) shall not be allowed to participate in the Tender.
- b. Further Bidders are subject to be disqualified if Bidder/Tenderer or any of its constituent partners/directors (as applicable) have:
- i. made a misleading or false representation in the forms, statements, and attachments submitted which was/were discovered at any point either after the submission of the Bid or on/ before the opening of the Bids or during the Bid evaluation process; or
  - ii. records of poor performance since the time of its incorporation, as on the date of submission of Bids such as abandoning the work, rescinding of any contract for which the reasons are attributable to the non-performance of the Bidder/Tenderer, inordinate delays in completion, any history of litigation/arbitration awarded against the Bidder/Tenderer or any of its constituents or financial failure due to bankruptcy etc.
  - iii. been debarred by Alliance Air or its affiliates as of the date of submission of the Bid.
  - iv. been into any kind of legal dispute or arbitration in the past /present with Alliance Air or its associated companies within the last 5 (five) years.
  - v. A Bidder who submits more than one Bid will cause all the Bids with such Bidder's participation to be disqualified.
  - vi. In addition to the above, Alliance Air shall be entitled to:
    - a) Reject the Bid or proposal for the award of the Contract; or
    - b) rescind the Contract forthwith of such Bidder and shall blacklist the Bidder from participating in any tender issued by Alliance Air, without being liable in any manner whatsoever to the Bidder if Alliance Air determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable, or restrictive practice in the Tender process.
  - vii. In addition to the above-mentioned remedies, Alliance Air shall declare the said Bidder ineligible and blacklist such Bidder for a period of three (03) years.

### **33. Force Majeure**

- i. Neither the Successful Bidder nor Alliance Air (herein referred Party/Parties) shall be in breach of any obligation under the Contract in case of failure or delay in performance of the obligations in whole or part by reason in the event of Force Majeure as defined below.
- ii. "Force Majeure" is hereby defined as extraordinary events or circumstances which are beyond the reasonable control of Successful Bidder (including its subcontractors for the Services/ part thereof delegated to it with the prior written approval of Alliance Air) or Alliance Air as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen including the following events: war, hostilities; riot, strike or disorder; an act of God, fire, frost, earthquake, flood, droughts, storm, lightning; epidemic, pandemic, quarantine restrictions; embargoes, explosion, accidents by fire ( each, a "Force Majeure" event).
- iii. In such case, the affected Party shall give immediate notice in writing (in any case not later than 5 days from the date of occurrence of such an event) and shall thereafter keep the other Party informed of the developments in such Force Majeure situation. Upon

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notification from the affected party of the existence of a Force Majeure Event, the Parties shall use reasonable efforts to re-plan and reschedule delivery/ performance of Services/ respective obligations under the Contract.

- iv. Notwithstanding the occurrence of a Force Majeure Event, the Affected Party shall use its best reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force Majeure and shall reasonably allocate its available resources, giving priority to its obligations under the Contract.
- v. In the event of Force Majeure lasting for more than 30 (thirty) days, either Party may after mutual consultation with each other, terminate the Contract. It is understood by the Parties that such early termination in terms of this Clause shall not exclude the Parties from fulfilling the obligations accrued prior to such termination.

#### **34. Subcontracting**

Freight Forwarder shall not be allowed to sub-contract or delegate or outsource or assign the contract or any of the activities of the contract to any third party, without the prior written consent of AAAL.

#### **35. Contract Survivability:**

- a. In the event either party is acquired by or merges with another company/entity by operation of law, the terms and conditions of the contract resulting from the award of this tender shall remain in full force and effect with the acquiring company/entity, on the same terms and conditions.
- b. Notwithstanding anything mentioned to the contrary, AAAL shall have the right to terminate the Agreement and claim liquidated damages in case the freight forwarder is acquired by or merges with any third-party entity during the subsistence of the Agreement and is thereby unable to undertake the services as contemplated herein or in the Agreement.

#### **36. Notices**

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

#### **37. Severability**

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

#### **38. Amendment of Tender Document**

- a. At any time prior to the last date for submission of Bids, AAAL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify this Tender document by an amendment.
- b. The amendments if any, will be notified on the website [www.allianceair.in](http://www.allianceair.in) and will be binding on the Bidders to comply with. The Bidders are therefore advised to visit the website regularly till the date of closing of the Tender. No separate information would be given in the newspaper.
- c. In order to afford a reasonable time to the Bidders to take such amendments into account for preparation and submission of their Bids, AAAL may, at its discretion, extend the last date for the submission of Bids through an announcement on its website.

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### **39. Amendment of Agreement**

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

**Executive Director (Engineering)**  
**Alliance Air Aviation Limited**

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**Annexure I**

To be submitted on the Letter Head of Bidder's Company  
**Format for Submitting Bidder's Profile**

**a. Profile of the Bidder**

S.No	Particulars	Details (attach documentary proof where required)
1.	Name of Bidder's Company  Address of Bidder's Company	
2.	Contact Person(s) Name with contact Details	Name:-  Contact Number  Email:-
3.	Bidder is required to submit proof on the letterhead of the bidder's company that the person signing the bid is authorized to do so and act on behalf of the bidder.	
4.	Documental Proof, that the bidder is eligible to participate in Government Tender.	
5.	The Bidder agrees to provide the uninterrupted Maintenance Services for continuous twenty-four (24) months on agreed terms and conditions. Further Contract may be annually extendable for a period of twenty-four (24) months on same terms & conditions and mutually agreed price.	

6.	In the case of AOG, the bidder must agree to provide uninterrupted services without any price escalation or reasonably mutually agreed price.		
7.	Client in last three (03) years	<b>S.No</b>	<b>Name of Clients</b>
		1.	
		2.	
		3.	
		4.	
5.			
8.	Does the Bidder have a PAN issued by Indian Tax Authorities? If yes, PAN Number		
9.	Bidder must quote all the prices as per existing Economic Conditions. The quoted price should be valid for a period of at least 180 days from the date of opening the Financial Bids or for such period as mutually agreed by AAAL and the bidder, beyond the initial 180 days. The price quoted should be in INR (₹) only.		
10.	The Bidder is also required to confirm that it has obtained the required approvals to offer their services under this Tender.		
11.	<b>Regulatory Agency(ies) Clearances</b> The agreement execution will be subject to requisite approvals of AAAL Competent Authority and related Government/ Regulatory Agencies such as Reserve Bank of India (RBI), DGCA, India etc. and Export/Import approvals required if any.		
12.	<b>Performance Guarantee</b> Bidder must agree to provide a performance guarantee on the services offered to Alliance Air.		

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	Monetary penalisation on failure to offered services may be applicable.	
13.	<b>Security Deposit</b> As per clause 10, page 14 of 32	
14.	<p>Does the bidder be a registered MSE? If "Yes", please enclose documentary proof and:-</p> <ol style="list-style-type: none"> <li>1. Registration Certificate.</li> <li>2. Date of Issue.</li> <li>3. Valid up-to.</li> <li>4. Expiry date (if any).</li> <li>5. Does Bidder fall under the category of Scheduled Caste (SC) or Scheduled Tribe (SST) <ol style="list-style-type: none"> <li>a. Kindly attach the documental proof.</li> <li>b. Shareholding by participating bidder (in percentage) in case of partnership.</li> </ol> </li> </ol>	

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**Annexure II**

(On Bidder's Letter Head)

**Covering Letter for Technical Bid**

**Executive Director (Engineering)**

Alliance Air Aviation Limited,  
Alliance Bhawan (Engineering Department)  
Domestic Terminal 1, I.G.I Airport,  
New Delhi 10045, Delhi  
India (IN)

**Subject:- Eligibility Criteria for Tender for selection of Freight Forwarder for Domestic and International Cargo movement.**

Dear Sir,

With reference to your **Tender, Ref: - AAAL/FF/ENGG/ED-A24/007, Dated 05 Jan 2024** for the selection of a freight forwarder for Domestic and International Cargo movement, we submit our technical Bid.

We submit **Annexure II** as our response along with the Statement of Variance as **Appendix I**.

We also agree to the General Terms and conditions of your Tender detailed in **Schedule III**. We hereby confirm that our offer submitted above is valid for 180 (one hundred and eighty) days from the last date of submission of the Bids against this Tender.

All the specifications, terms and conditions of your Tender have been read, understood and hereby agreed upon.

Enclosures:-

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

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

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

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

**Annexure III****Eligibility Criteria****Technical Eligibility Criteria:- Freight Forwarder should be/have**

S.No	Particulars	Mandatory Conditions
1	A company/partnership/proprietorship firm duly registered in India/Limited Liability Partnership Firm under LLP Act, 2008 (AT least since the year 2016 or since the last five years applicable at the time of submission of bid).	
2.	Membership/accreditation of the International Air Transport Association (IATA), International Federation of Freight Forwarders Association (FIATA), and The Air Cargo Agents Association of India (ACAAI).	
3	The firm should have a minimum of one (01) Dangerous Goods Regulations (DGR) qualified staff on its payroll.	
4	The firm should be registered as a Custom House Agent (CHA) or should have an agreement with a registered CHA.	
5	Experience in handling shipments of Aircraft Engines, Components, Spares, Landing Gears, Tyres, Batteries, Consumables etc and other associated parts/components. An undertaking is to be given along with supporting documents like copy/copies of invoices, and work orders.	
6	Arrangement for Cargo Insurance. An undertaking is to be given.	
7	Experience in handling Aircraft, Dangerous Goods, Valuable Cargo, Time-bound cargo, Odd Size Cargo, Machinery and equipment. An undertaking to be given.	
8	Freight Forwarder should have active Global Associates. An Undertaking with a list of associates to be given.	
9	Should process 24 x 7 online tracking and tracking facility. An undertaking is to be given.	
10	Experience in handling Door-to-door prepackaged/sensitive Cargo. An undertaking is to be given.	
11	The bidder must not be debarred from any Government Organization/Institute/CPSU/Department from participating in any Government Tender. An affidavit is to be given.	

**Financial Eligibility Criteria:- Freight Forwarder should be/have**

S.No	Particulars	Mandatory Conditions
1	The company/firm should have having minimum average annual turnover of Rs 10 Crore or more in the last three financial years, or as applicable at the time of submission of the application, which should be duly certified by Charter Accountant (CA) that the firm has said turnover from Freight Forwarding Business.	
2	Company net worth certificate of Rs 2 Crores duly certified by Chartered Accountant.	
3	EMD of ₹ 15,00,000.00	

**Additional Desirable Certification:- Freight Forwarder should be/have**

S.No	Particulars	Desirable Conditions
1	Multimodal Transport Operator (MTO)	
2	International Standard Organization (ISO) Certification w.r.t Freight Forwarding	

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**Appendix I**

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

**Format for submitting Variance Statement of Terms & Conditions**

**Variance Statement-Eligibility Criteria Requirements and General Terms & Conditions**

a. Eligibility Criteria

S. No	Terms & Conditions of AAAL Tender		Offer by the Bidder
	Ref	Description	

b. Additional Terms & Conditions Specified by the Bidder

S. No	Ref	Description of Additional Terms & Conditions

\*Additional pages may be used if required.

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

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

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

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

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**Annexure IV**

(On Bidder's Letter Head)

**Covering Letter for Financial Bid**

Alliance Air Aviation Limited,  
Alliance Bhawan,  
Domestic Terminal 1, I.G.I Airport,  
New Delhi 10045, Delhi  
India (IN)

Subject:- **Financial Bid for Tender for selection of Freight Forwarder for Domestic and International Cargo movement.**

Dear Sir,

With reference to your **Tender, Ref: - AAAL/FF/ENGG/ED-A24/007, Dated 05 Jan 2024** for the selection of a Freight Forwarder for Domestic and International Cargo movement, we submit our best offer in the form at Annexure V.

We also agree to the Terms and conditions of your Tender detailed in **Schedule III**. We hereby confirm that our offer submitted above is valid for 180 (one hundred and eighty) days from the last date of submission of the Bids against this Tender.

All the specifications, terms and conditions of your Tender have been read, understood and hereby agreed upon.

Enclosures:-

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

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

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

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

**Annexure V**

(On Bidder's Letter Head)

**Financial Bid**

1. Quotes for Delivery/ Dispatch within India between any two points/places as per shippers instructions/Dispatch documents, to be quoted in INR per KG

**Table 1.**

S.No	Consignments Weight slab (Kgs)	Price per Kg for Delivery/Dispatch of consignments within India between any two given locations. (INR)					
		Air Transport (Per Kg Price)			Surface Transport (Per Kg Price)		
		Zone					
		North/South /West	East	North-East	North/South /West	East	North-East
a	< 5						
b	5.1 to 10						
c	11 to 15						
d	16 to 20						
e	21 to 25						
f	26 to 30						
g	31 to 40						
h	41 to 50						
i	51 to 75						
j	76 to 100						
k	101 to 150						
l	151 to 200						
m	201 to 275						
n	276 to 350						
Average							

$$\text{Total (Table 1 Avg)} = \frac{(a+b+c+d+e+f+g+h+i+j+k+l+m+n)}{14}$$

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**Table 2.**

S.No	Consignments Weight slab (Kgs)	Price per Kg for Delivery/Dispatch of consignments within India between any two given locations. (INR)					
		Air Transport (Per Kg Price)			Surface Transport (Per Kg Price)		
		Zone					
		North/ South /West	East	North-East	North/South /West	East	North-East
A.	Weight of Shipment consignment above 350						
B.	AOG Consignment						
Average							

$$\text{Total (Table 2. Avg)} = \frac{(A+B)}{2}$$

**Table 3.**

S.No	D.G Consignments Weight slab (Kgs)	Price per Kg for Delivery/Dispatch of D.G Items within India between any two given locations. (INR)					
		Air Transport (Per Kg Price)			Surface Transport (Per Kg Price)		
		Zone					
		North/ South /West	East	North-East	North/South /West	East	North-East
A.	< 5						
B.	>=5						
C.	>= 10						
D.	>= 20						
E.	>= 30						
F.	31 to 70						
G.	71 to 150						
H.	151 to 300						

**Note:-** The above table (Table 3) will not be the “L1” deciding factor and not be considered for evaluation.

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Date :- 05 Jan 2024

2. Quotes for Export Ex-India from Delhi or Hyderabad or Kolkata, to be quoted in INR per KG

**Table 4.**

S.No	Consignment Weight slab (Kgs)	Price per Kg for Export-Import. (INR)					Total I to V
		Zone					
		USA	UAE (Dubai/ Abu Dhabi/ Sharjah)	HKG/SIN/ Malaysia/ Thailand	Australia/ New Zealand/ Japan	Europe (UK/Spain/ Netherland/ Germany/ Italy /France/ Denmark/ Switzerland)	
	I	II	III	IV	V		
a	< 5						
b	6 to 10						
c	11 to 15						
d	16 to 20						
e	21 to 25						
f	26 to 30						
g	31 to 40						
h	41 to 50						
i	51 to 75						
j	76 to 100						
k	101 to 150						
l	151 to 200						
m	201 to 275						
n	276 to 350						
<b>Average</b>							

$$\text{Total ( Table 3. Avg) } = \frac{(a+b+c+d+e+f+g+h+i+j+k+l+m+n)}{14}$$

**Table 5.**  
**Specified Items Export-Import (EXIM)**  
**(On as & when required basis)**  
**(INR)**

S.No	Consignment Weight slab (Kgs)	Zone					Total I to V
		USA	UAE (Dubai/ Abu Dhabi/ Sharjah)	HKG/SIN/ Malaysia/ Thailand	Australia/ New Zealand/ Japan	Europe (UK/Spain/ Netherland/ Germany/ Italy /France/ Denmark/ Switzerland)	
		I	II	III	IV	V	
B.	Engine (Approx 860 Kg)						
C.	Propellor (Approx 60 Kgs each)						
D.	Main Landing Gear (LH-RH) (Approx 860 Kgs each)						
E.	Nose Landing Gear (Approx 150 Kgs each)						

**Evaluation:-**

The lowest bidder (L1) will be arrived at by calculating the average per kg rates quoted at Table 1 (a – n) and Table 2 ( A – B), Table 4 (a-n) and Table 5 (A-D) for all slabs as shown above.

**Formula for calculating the Lowest (L1):-**

$$\frac{\text{Average Price of (Table 1 + Table 2 + Table 4 + Table 5)}}{4}$$

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- ❖ Applicable Government Taxes Additional
- ❖ There may be a splitting of the work scope if seems necessary.
- ❖ Any Additional Cost or Discount must be mentioned separately.
- ❖ The approximate average volume for domestic cargo movement will be, 25 Shipments per day for dispatch on progressive increase/decrease but the minimum level point is to be considered as 25 dispatches.
- ❖ Any Additional Cost or Discount must be mentioned separately.

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Ref No:- AAAL/FF/ENGG/ED-A24/007

Date :- 05 Jan 2024

**Appendix II**

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

**Format for submitting Variance Statement of Terms & Conditions**

**Variance Statement of Financial Terms & Conditions**

a. Variation Financial Terms & Conditions

S.No	Terms & Conditions of AAAL Tender		Offer by the Bidder
	Ref	Description	

b. Additional Financial Terms & Conditions Specified by the Bidder

S.No	Ref	Description of Additional Terms & Conditions

\*Additional pages may be used if required.

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

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

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

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

Ref No:- AAAL/FF/ENGG/ED-A24/007

Date :- 05 Jan 2024

(To be submitted on the Bidder's Letterhead)

**BID SECURITY DECLARATION FORM**

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

Tender Reference \_\_\_\_\_

To

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

I/We, the undersigned declare that:

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

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

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

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

Signed:

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

Duly authorized to sign on behalf of the [insert complete name of the Bidder] Date  
on this (\*) day of (\*) month, 2021  
Corporate seal of the bidder

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