

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 for Selection of “ DGCA(CAR 145) or EASA/FAA approved Maintenance Repair Organization for:-

- i. **Replacement of De-Icer Boots Installed on ATR72-212A (Version 600) & ATR42-500 (Version 600) Aircraft airframe Leading Edge Parts assemblies and Engine De-Icer Boots fitted on PW127M engine installation and Fairing assemblies (Air-Inlet, Upper Gas-Path, Throat/Gas Path Floor/Cooler upper Duct De-Icers).**

And

- ii. **Exchange of serviceable airframe leading edge assemblies fitted with De-Icer Boots and Engine Assemblies fitted with De-Icer Boots.**

Last Date and Time for submitting Tender documents: 09 Feb 2024 at 15:00 Hrs. (IST)

Date and Time of opening of Bids: 09 Feb 2024 at 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	<p>Tender for Selection of “ DGCA(CAR 145) or EASA/FAA approved Maintenance Repair Organization for:-</p> <p>i. Replacement of De-Icer Boots Installed on ATR72-212A (Version 600) & ATR42-500 (Version 600) Aircraft airframe Leading Edge Parts assemblies and Engine De-Icer Boots fitted on PW127M engine installation and Fairing assemblies (Air-Inlet, Upper Gas-Path, Throat/Gas Path Floor/Cooler upper Duct De-Icers);</p> <p style="text-align: center;">And</p> <p>ii. Exchange of serviceable airframe leading edge assemblies fitted with De-Icer Boots and Engine Assemblies fitted with De-Icer Boots.</p>
2	Date of issue of the Tender	12 Jan 2024
3	Period of Contract	Twenty-Four (24) months
4	Pre-Bid Meeting	02 Feb 2024
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	09 Feb 2024, 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)	09 Feb 2024, 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

Ref :- AAAL/MRO-LEB/ED-A24/023

Dated: 12 Jan 2024

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 for Selection of “ DGCA(CAR 145) or EASA/FAA approved Maintenance Repair Organization for:-

- i. Replacement of De-Icer Boots Installed on ATR72-212A (Version 600) & ATR42-500 (Version 600) Aircraft airframe Leading Edge Parts assemblies and Engine De-Icer Boots fitted on PW127M engine installation and Fairing assemblies (Air-Inlet, Upper Gas-Path, Throat/Gas Path Floor/Cooler upper Duct De-Icers);**

And

- ii. Exchange of serviceable airframe leading edge assemblies fitted with De-Icer Boots and Engine Assemblies fitted with De-Icer Boots.**

All Prospective Bidders,

Alliance Air Aviation Limited (“Alliance Air or AAAL”) invites responses (“Proposals/Bids”) to this Tender for Selection of “DGCA (CAR 145) or EASA/FAA approved Maintenance Repair Organization for: -

- i. Replacement of De-Icer Boots Installed on ATR72-212A (Version 600) & ATR42-500 (Version 600) Aircraft airframe Leading Edge Parts assemblies and Engine De-Icer Boots fitted on PW127M engine installation and Fairing assemblies (Air-Inlet, Upper Gas-Path, Throat/Gas Path Floor/Cooler upper Duct De-Icers).

And

- ii. Exchange of serviceable airframe leading edge assemblies fitted with De-Icer Boots and Engine Assemblies fitted with De-Icer Boots.

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 H, along with a cover letter Annexure D, the Variance statement – Technical at Annexure K if any, and the Financial Bid, consisting of Annexure J1 & J2, along with a cover letter Annexure I, 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.

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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 the 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

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Dated: 12 Jan 2024

Schedule I

Purpose of Tender

Alliance Air is pleased to invite Bid(s) under the Two (02) Bid System for Selection of “ DGCA(CAR 145) or EASA/FAA approved Maintenance Repair Organization for :-

- i. Replacement of De-Icer Boots Installed on ATR72-212A (Version 600) & ATR42-500 (Version 600) Aircraft airframe Leading Edge Parts assemblies and Engine De-Icer Boots fitted on PW127M engine installation and Fairing assemblies (Air-Inlet, Upper Gas-Path, Throat/Gas Path Floor/Cooler upper Duct De-Icers).

And

- ii. Exchange of serviceable airframe leading edge assemblies fitted with De-Icer Boots and Engine Assemblies fitted with De-Icer Boots.

Work scope

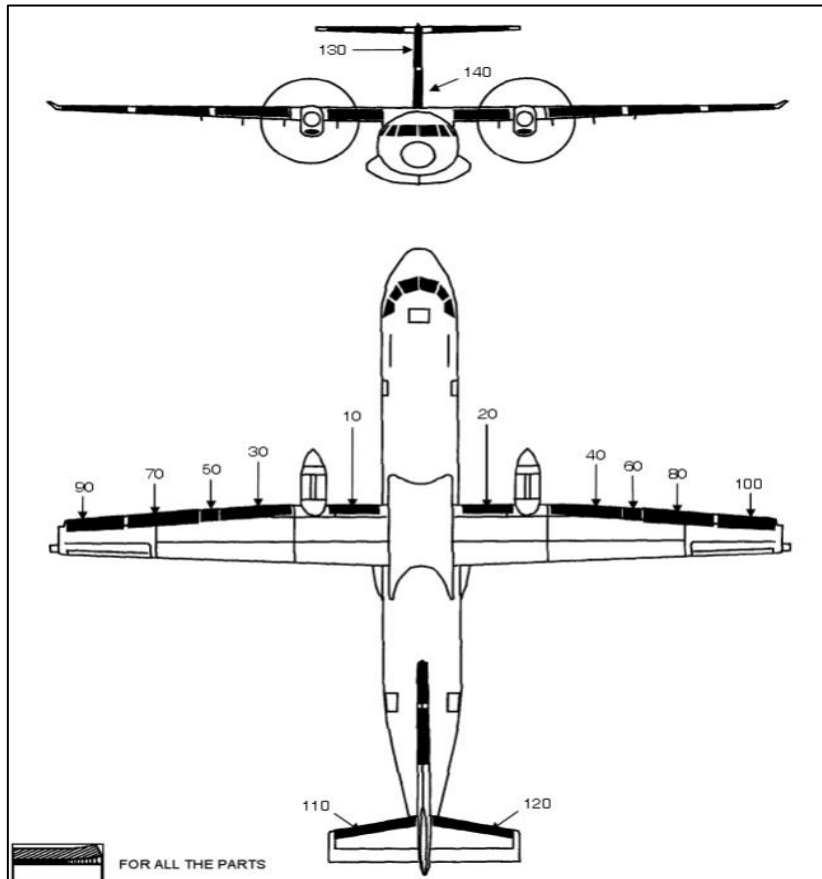
TABLE 1

Replacement of De-Icer Boot				
S. No	Refer Fig (A)	Nomenclature/ Description	Position	Zone
1	90	Leading Edge INST – 1ST END wing LH	RIB25-31	Z516
2	100	Leading Edge INST – 1ST END wing RH	RIB25-31	Z616
3	70	Leading Edge INST – 2ND END wing LH	RIB21-25	Z515
4	80	Leading Edge INST – 2ND END wing RH	RIB21-25	Z615
5	30	Leading Edge INST – Central Wing LH	RIB13-19	Z513
6	40	Leading Edge INST – Central Wing RH	RIB13-19	Z613
7	10	Leading Edge INST – Inner Wing LH	RIB4-10	Z511-Z512
8	20	Leading Edge INST – Inner Wing RH	RIB4-10	Z611-Z612
9	50	Metal Leading Edge – INST-LH	RIB19-21	Z514
10	60	Metal Leading Edge – INST-RH	RIB19-21	Z614
11	110	Leading Edge INSTL– Horizontal Stabilizer (LH)	–	LH
12	120	Leading Edge INSTL– Horizontal Stabilizer (RH)	–	RH
13	130	Leading Edge INSTL– Fin	–	
14	140	Leading Edge INSTL– Fin Extension	–	
15	Refer Fig (B)	Leading Edge ASSY– Air In-take	Engine Air Intake	
16	Refer Fig (C)	Duct Assembly (Gas path Lower + Gas path Upper)	Engine Air Inlet Duct	
17	Refer Fig (D)	Radiator, Conduit, Upper De-Icer Boot	Radiator, Conduit	

TABLE 2

<i>Standard Exchange of Assemblies</i>				
S. No	Refer Fig (A)	Nomenclature/ Description	Position	Zone
1	90	Leading Edge INST – 1ST END wing LH	RIB25-31	Z516
2	100	Leading Edge INST – 1ST END wing RH	RIB25-31	Z616
3	70	Leading Edge INST – 2ND END wing LH	RIB21-25	Z515
4	80	Leading Edge INST – 2ND END wing RH	RIB21-25	Z615
5	30	Leading Edge INST – Central Wing LH	RIB13-19	Z513
6	40	Leading Edge INST – Central Wing RH	RIB13-19	Z613
7	10	Leading Edge INST – Inner Wing LH	RIB4-10	Z511-Z512
8	20	Leading Edge INST – Inner Wing RH	RIB4-10	Z611-Z612
9	50	Metal Leading Edge – INST-LH	RIB19-21	Z514
10	60	Metal Leading Edge – INST-RH	RIB19-21	Z614
11	110	Leading Edge INSTL– Horizontal Stabilizer (LH)	–	LH
12	120	Leading Edge INSTL– Horizontal Stabilizer (RH)	–	RH
13	130	Leading Edge INSTL– Fin	–	
14	140	Leading Edge INSTL– Fin Extension	–	
15	Refer Fig (B)	Leading Edge ASSY– Air In-take	Engine Air Intake	
16	Refer Fig (C)	Duct Assembly (Gas path Lower + Gas path Upper)	Engine Air Inlet Duct	
17	Refer Fig (D)	Radiator, Conduit, Upper De-Icer Boot	Radiator, Conduit	

Figure A



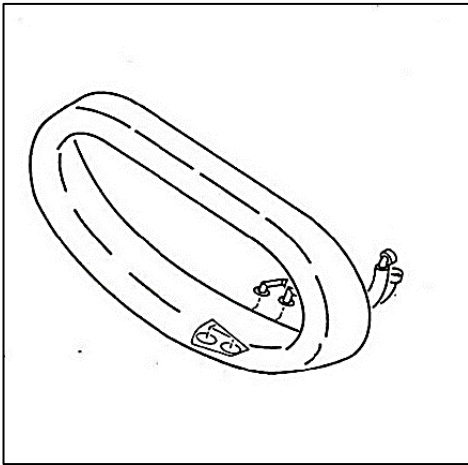


Figure B

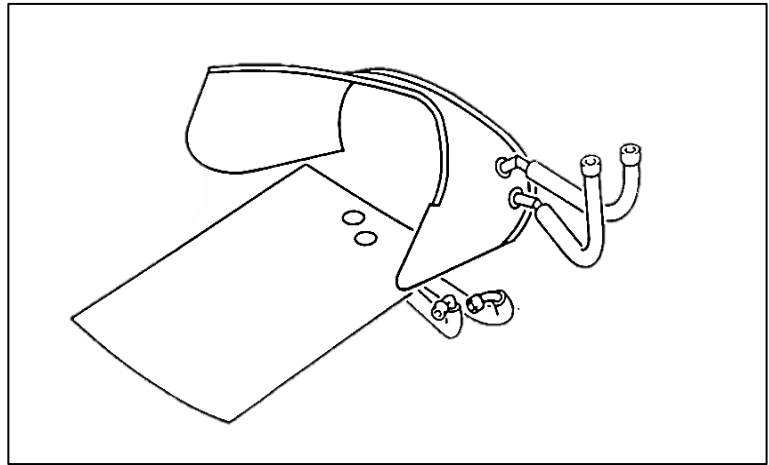


Figure C

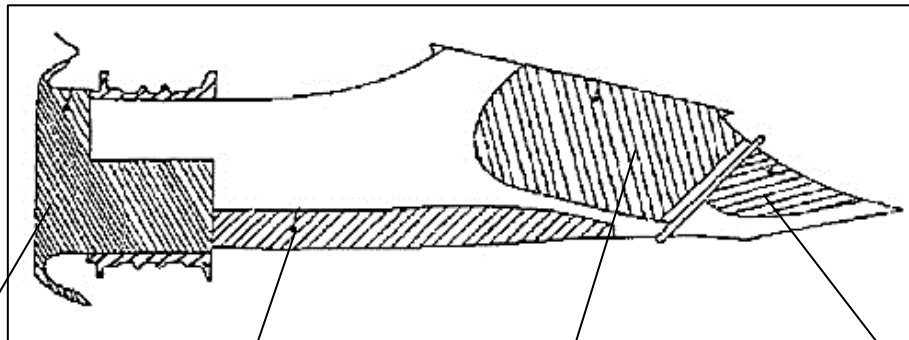


Figure D

- Intake, Air, De-icer
- Gas path, lower, De-icer
- Gas path, upper, De-icer
- Radiator, conduit, upper, De-icer

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 Twenty-Four (24) months from the date of executing the agreement between the lessor and Alliance Air, which may be annually extendable for twenty-four (24) months 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”/“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 **“De-Icer Boots”** means pneumatic De-Icer boots installed on leading edge Assemblies of ATR72-212A (Version 600) & ATR42-500 (Version 600) aircraft and pneumatic De-Icer boots installed on engine Leading Edge installations and fairing Assemblies of PW127M engines.
- 1.9. The term **“Assemblies”** or **“Assembly”** means airframe leading edge assemblies and engine Leading Edge installations and fairing assemblies fitted with **De-Icer Boots**. The term **“Assemblies”** or **“Assembly”** means airframe leading edge assemblies and engine Leading Edge installations and fairing assemblies fitted with **De-Icer Boots**.
- 1.10. The term **“Leading Edge”** or **“Leading Edges”** means airframe leading edge Assemblies and Engine Leading edge Assemblies fitted with De-Icer Boots.
- 1.11. The term **“MRO”** or **“Maintenance Repair Organisation”** means repair organization approved under the framework of applicable regulations (CAR145/EASA Part 145/FAA 145) as applicable by respective aviation regulatory authority such as DGCA, India or EASA or FAA for De-Icer Boots Replacement.
- 1.12. The term **“Services”** shall mean the services to be provided by the Successful Bidder as mentioned in the Tender i.e.
 - i. Replacement of De-Icer Boots Installed on ATR72-212 (Version 600) & ATR42-500 (Version 600) Aircraft airframe Leading Edge Parts assemblies and Engine De-Icer Boots fitted on PW127M engine installation and Fairing assemblies (Air-Inlet, Upper Gas-Path, Throat/Gas Path Floor/Cooler upper Duct De-Icers

And

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- ii. Exchange of serviceable airframe leading edge assemblies fitted with De-Icer Boots and Engine Assemblies fitted with De-Icer Boots.

1.13. 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.

1.14. 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 D : Covering Letter for Technical Bid
- Annexure F : Covering Letter for EMD
- Annexure G : Authorization Letter
- Annexure H : Format of Technical Bid
- Annexure I : Covering Letter for Commercial Bid
- Annexure J1 : Format of Commercial Bid
- Annexure J2 : Format of Commercial Bid
- Annexure O : Bid Security Declaration Form

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

3. Only DGCA (CAR 145) or EASA/FAA approved Maintenance Repair Organizations (MRO) are invited to bid in this tender for:-

- i. Replacement of De-Icer Boots Installed on ATR72-212A (Version 600) & ATR42-500 (Version 600) Aircraft airframe Leading Edge Parts assemblies and Engine De-Icer Boots fitted on PW127M engine installation and Fairing assemblies (Air-Inlet, Upper Gas-Path, Throat/Gas Path Floor/Cooler upper Duct De-Icers).

And

- ii. Exchange of serviceable airframe leading edge assemblies fitted with De-Icer Boots and Engine Assemblies fitted with De-Icer Boots.

4. Bidders are required to submit their Technical Bid and Financial Bid in two separate sealed envelopes super-scribing thereon:

- Tender No: - AAAL/MRO-LEB/ED-A24/023, TECHNICAL bid on the envelope containing technical Bid (the “**Technical Bid**”).

and

- Tender No: - AAAL/MRO-LEB/ED-A24/023, Financial bid on the envelope containing financial bid (the “**Financial Bid**”).

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5. The **Technical Bid** should be submitted as per formats at **Annexure D, Annexure E, and Annexure H**, 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 I, Annexure J1 and Annexure J2** 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/MRO-LEB/ED-A24/023 due for opening on 09 Feb 2024" 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 09 Feb 2024 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 would 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, 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, Annexure G, 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 09 Feb 2024 by **15:00 Hrs.** (IST).
11. Technical Bids would be opened on 09 Feb 2024 by **15:30 Hrs.** (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

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for the Technical evaluation would be intimated by email 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
<p>Executive Director (Engineering) Alliance Bhawan (Engineering Dept) Domestic Terminal-1, IGI Airport, New Delhi – 110037, Delhi, India (IN) Email: edengg@allianceair.in</p>	<p>Manager (MMD) Alliance Bhawan Domestic Terminal-1, IGI Airport 1 New Delhi 110037, Delhi, India (IN) Email: - yatin.dua@allianceair.in</p>

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:
- 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.
 - 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.
 - 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:

- “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
- “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. Pre-Bid Meeting

A maximum of two representatives of each Bidder would be permitted to attend the Pre-Bid Meeting. The representative(s) must carry an authority letter as per the format provided under Annexure G, duly printed on the Bidder company’s letter head, and signed by the Bidder’s authorized signatory with company stamp for participation in the Pre-Bid Conference.

The name(s) of the representative(s) for the Pre-Bid Conference, along with the scanned copy of the signed and stamped authority letter should also be sent to edengg@allianceair.in at least

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three (03) working days before the pre-bid meeting date, addressed to the attention of Executive Director (Engg).

17. 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.
18. 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
19. Please acknowledge receipt of this Tender document along with the enclosures to the undersigned.

20. Amendments/Corrigendum

Amendments, corrigendum, clarifications, and extensions of the due date of opening of the Bids, if any, as per the requirements of AAAL, will be intimated by hosting the notice on Alliance Air Aviation Limited's website only (i.e. www.allianceair.in). No separate NIT (Notice Inviting Tender) would be published in newspapers/print media.

It is the Bidder's responsibility to visit the said website regularly for the aforesaid updates/extensions as applicable. In order to afford 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 Due Date and Time for the submission of Bids through an announcement on Alliance Air Aviation Limited's website only (i.e. www.allianceair.in).

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.

Thanking you,

Yours faithfully,
For Alliance Air Aviation Ltd.

SD/-

Executive Director (Engineering)
Alliance Air Aviation Limited

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Annexure B

1. General Terms

- a. Only Maintenance Repair Organizations having the approvals for De-Icer Boots Replacement at least before 1st January 2018 are eligible to participate in the Tender.
- b. The Bidders shall offer their Bids with respect to both the Services sought under this Tender for all parts mentioned under **Annexure J1** hereto. The Bids which do not offer both the Services for all parts mentioned in **Annexure J2** will not be considered and shall be summarily rejected.
- c. The Bidder could be a company, joint venture, or collaboration. In the event the Bidder is a joint venture or collaboration, the members of the joint venture or collaboration, as the case may be, shall nominate one member as the lead member (the “**Lead Member**”). The nomination shall be supported by a Power of Attorney signed by all the other members of the joint venture or collaboration, as the case may be.
- d. In the event of the Bidder being a joint venture or collaboration, Lead member of such joint venture or collaboration shall be an MRO having the approvals for De-Icer Boots Replacement at least before 1st January 2018.

2. Instructions to Bidders

- i. Before submitting their Bids, the Bidders are requested to carefully examine the complete Tender document including but not limited to the terms & conditions, the scope of work (replacement of De-Icer Boots and exchange of Assemblies).
- ii. The Bid shall contain the Bidder's name, address, email-id, telephone no. along with the details of authorized person's name and details including the designation, address, telephone no. for communications required in connection with the Tender.
- iii. Bidders must submit their Technical and Commercial Bids in a sealed envelope and clearly identifiable in a manner as per the instructions provided under the Notice Inviting Tender.
- iv. The Bids shall be accompanied with all attachments/documents/information and details sought/required through documentary evidence, duly signed by the authorized signatory of the Bidder(s) with company stamp on all the pages of such documentary evidence.
- v. If the Bids are not sealed, closed, and marked as instructed in this Tender, AAAL assumes no responsibility for the misplacement or premature opening of the contents of the Bids and consequent losses, if any, suffered by the Bidders.
- vi. AAAL reserves the right to accept or reject any Bid without assigning any reason whatsoever. AAAL also reserves the right to cancel or re-issue the Tender without any liability whatsoever. AAAL also reserves the right to extend the validity period of the Tender.
- vii. Bids received through fax and/or e-mail or any other mode other than the mentioned above, will not be considered and will be summarily rejected.
- viii. Bids shall not be submitted after the Due Date and Time of closing of Tender. Bids received after the Due Date and Time shall not be eligible for consideration and shall be summarily rejected.
- ix. Bids delivered at an address other than as specified in the Tender, or delayed in transit will not be accepted irrespective of whether the delay has arisen on account of the delivery system, i.e. postal, courier, etc.
- x. AAAL will evaluate only those Bids that are received in the required formats and complete in all respects. Bids that are incomplete shall be summarily rejected.
- xi. Bids should be duly signed and stamped on every page by an authorized signatory of the Bidder.

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- xii. There shall not be any mismatch of words and figures indicated in the Bid. In the event of any discrepancy between words and figures, the amount written in words will be considered.
- xiii. The price quoted in the Commercial Bid shall be mentioned in USD (\$).**
- xiv. Conditional Bids/discounts, if any, shall not be given any consideration and the Bids shall be rejected.
- xv. The price quoted in the Commercial Bid must remain valid for acceptance by AAAL for a minimum period of 180 (One Hundred and Eighty) days from the date of opening of the Commercial Bid.
- xvi. No conditional acceptance/terms will be accepted for the “MUST” requirements of the Tender.
- xvii. In case the Commercial Bid and the Technical Bid are enclosed in the same envelope and/or in an open condition instead of two separate sealed/closed envelopes, the Bid will be summarily rejected.
- xviii. The Technical Bid should not contain any indication of the price. In case an indication of the price quoted is included in the Technical Bid, the Bid shall be rejected without any reference to the Bidder. No correspondence will be entertained by AAAL in this regard.
- xix. The Bids should be neatly presented. Corrections, if any, should be duly authenticated with full signature of the person who has signed the Bid, failing which the Bid is liable to be rejected.
- xx. No Bidder shall submit more than one Bid (Technical and Commercial Bid) for the purposes herein contained. A Bidder bidding individually or as a member of a joint venture or collaboration shall not be entitled to submit another Bid either individually or as a member of any joint venture or collaboration, as the case may be.
- xxi. In case a Bidder submits more than one Bid or participates in more than one joint venture or collaboration the Bidder shall be disqualified and all the Bids submitted by the Bidder or the joint venture or collaboration in which such Bidder participates shall be rejected, as the case may be.
- xxii. The Bidders shall be responsible for all the 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 the AAAL, or any other costs incurred in connection with the Bids. AAAL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Tender process.
- xxiii. It shall be deemed that by submitting the Bid, the Bidder has:
 - (a) made a complete and careful examination of the Tender.
 - (b) received all relevant information requested from AAAL.
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the Tender or furnished by or on behalf of AAAL; and
 - (d) agreed to be bound by the undertakings provided by it under and in terms hereof.
- xxiv. It shall be deemed that by submitting the Bid, the Bidder agrees and releases AAAL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally 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 and/ or in connection with the Tender process, to the fullest extent permitted by applicable law, and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.

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- xxv. AAAL 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 AAAL.
- xxvi. The Bidder may modify, substitute, or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by AAAL prior to the Due Date and Time of submission of the Bid. No Bid shall be modified, substituted, or withdrawn by a Bidder on or after the Due Date and Time of submission of the Bid.
- xxvii. The modification, substitution or withdrawal notice shall be submitted in a sealed envelope marked as "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate. Bids for which a notice of withdrawal has been provided in the manner as provided herein, shall not be opened by AAAL.
- xxviii. Any additional information supplied subsequent to the Due Date and Time of submission of the Bid, unless the same has been expressly sought from AAAL, shall be disregarded.
- xxix. Any information contained in the Bid shall be binding against the Bidder if the Agreement is subsequently awarded to it under the Tender process on the basis of such information.
- xxx. All documents and other information supplied by AAAL or submitted by the Bidder pursuant to this Tender shall remain or become the property of AAAL. Bidders shall treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bids. AAAL will not be liable to return any Bid or any information provided along therewith.
- xxxi. It is further clarified that any Bidder signing the Bid and other documents in connection with the Tender must certify whether he/she signs as:
- A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
 - A "Partner" of the firm if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender should be signed by all the Partners.
 - Constituted attorney of the firm, if it is a Company.
 - Authorized signatory of the firm.
- xxxii. Bids received after the specified time on due date shall not be eligible for consideration and shall be summarily rejected.
- xxxiii. AAAL may, in its sole discretion, extend the Due Date and Time for submission of Bids by issuing a corrigendum to that effect, in which case all rights and obligations of AAAL and 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.
- xxxiv. The Near Relatives of employees of AAAL office who is likely to benefit the Bidder during the award/implementation of Agreement are prohibited from participation in this Tender. Near relatives are defined as:
- Members of Hindu undivided family.
 - Their husband or wife.
 - Relatives in the manner as father, mother, son(s), son's wife, daughter(s);
 - Daughter's husband, brothers, brother's wife, sister, and sister's husband.
- xxxv. Save and except as provided in this Bid, AAAL shall not entertain any correspondence from any Bidder in relation to the acceptance or rejection of any Bid.

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xxxvi. A Bidder shall be liable for disqualification and forfeiture of EMD, if any legal, financial, or technical adviser of AAAL in relation to the Tender is engaged by the Bidder, its member or any associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender during the Tender Process or subsequent to the execution of the Agreement. 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 Agreement and without prejudice to any other rights or remedies of AAAL, including the forfeiture and appropriation of the Security Deposit, AAAL shall have the right to terminate the Agreement, without being liable in any manner whatsoever to the Successful Bidder for the same.

3. Earnest Money Deposit (EMD)

- a. Bidders are required to submit an EMD of **USD 9000/-** (US Dollar nine thousand only) along with Technical Bid. EMD must be submitted by the Bidder by means wire transfer as per the following details, and proof of remittance is to be submitted along with Annexure E. No other mode of payment is acceptable.

Alliance Air Aviation Limited

Bank	Account Details
IndusInd Bank Dr. Gopal Das Bhawan, 28, Barakhamba Road New Delhi-110001,	Account No :- 201001370011 IFSC code :- INDB0000005 MICR code :- 110234002 BSR code :- 6380006 swift code :- INDBINBBNDH

- b. The EMD must be submitted along with the covering letter as per 'Annexure F', duly printed on Bidder's letterhead and signed by the authorized signatory of the Bidder along with the company stamp. The EMD received without the cover letter shall be liable to be rejected.
- c. No other mode of submission of EMD, other than what is specified above, is acceptable.
- d. EMD will not carry any interest.
- e. EMD will be refunded to the unsuccessful Bidders within 120 days of the completion of the Tender process or after the award of Agreement (as the case may be). The EMD refund to the Successful Bidder will only take place after the award of the Agreement or after 120 days of submission of the EMD (whichever is later).
- f. EMD in respect of the Successful Bidder will be adjusted against Security Deposit (as defined hereinafter).

4. Forfeiture of EMD conditions

EMD of a Bidder will be forfeited if the Bidder:

- withdraws its Bid at any stage of the Tender process after Due Date/Time and time of opening of the Bids.
- suppresses or fails to submit any information or material with respect to the litigation history of the Bidder as required to be provided under the Tender.
- impairs or derogates from the Tender in any respect or declines to accept or fails to execute the Agreement within the stipulated period of time, as may be communicated by AAAL in this regard, if awarded in its favor.
- being a Successful Bidder fails to furnish Security Deposit within the specified period.

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- v. in the event it is discovered or brought to AAAL's knowledge that the Bidder or Successful Bidder has engaged in any corrupt/ fraudulent/ coercive/ undesirable/ restrictive practice as defined under point 18 (**Fraud and Corrupt Practices**) below.
- vi. submits multiple Bids.
- vii. fails to comply with any condition of the Tender.

For avoidance of doubt, it may be noted that the right of AAAL to forfeit the EMD shall be without prejudice to any other rights and remedies available to AAAL under the Tender or Agreement and the applicable laws.

5. 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)
 - 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

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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
 - o 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.
 - o The remaining 20% of the Tendered services/value will be awarded to L-2 Bidder, provided they match the L1 Price.
 - o 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.
 - o 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.

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6. Security deposit

- a) The Successful Bidder shall submit an amount equal to the sum of **USD 22,500** (US Dollar Twenty Two thousand Five Hundred only) as interest free security deposit by way of an unconditional and irrevocable bank guarantee in favour of “**Alliance Air Aviation Limited.**” (“**Security Deposit**” or “**SD**”). The irrevocable and unconditional Bank Guarantee shall be valid for a period of 3 months (three months) days beyond the completion of the Warranty period of the last Assembly serviced and received after repairs from the Successful Bidder. The EMD amount deposited by Successful Bidder would be adjusted to cover the SD amount as mentioned above.
- b) The expenses incurred towards submission of Security Deposit will be borne by the Successful Bidder. The Security Deposit shall be retained by AAAL through the Tenure and till completion of Warranty of the last Assemblies serviced at the Successful Bidder’s facility. The Security Deposit shall be returned by AAAL within 3 (three) months of successful completion of all contractual obligations by the Successful Bidder (after adjusting for damages, if any, arising out of performance of the Successful Bidder under the Agreement).
- c) The original Bank Guarantee has to be forwarded by the bank directly to AAAL through Registered AD as per the detailed procedure, which will be advised to the Successful Bidder later on.
- 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, without prejudice to any other rights of AAAL under this Tender or the Agreement. In the event the Security Deposit is invoked by AAAL, the Successful Bidder shall replenish the Security Deposit to its original value within seven (7) working days from such invocation, failing which the same shall be deemed to be a material breach by the Successful Bidder and entitle AAAL to terminate the Agreement.

7. Payment Terms

- a. The payment would be made by AAAL within Forty-Five (45) days from the receipt of the invoice after the receipt of the Assemblies, through wire transfer. The Invoice sent by the Successful Bidder must be complete with all related enclosures.
- b. The credit term offered should be at least Forty-Five (45) days from the date of receipt of the Invoice. The payment obligation of AAAL shall only arise upon the receipt of an invoice from the Successful Bidder.
- c. Invoicing address for payment will be notified in the Agreement.
- d. Unconditional discounts, if any, offered shall be adjusted with each invoice.
- e. The invoice submitted by the Successful Bidder should have a clear breakup of labour and Material. The Successful Bidder may also provide two separate invoices, one indicating the labour charges and the other indicating the material charges.
- f. No Advance payment shall be made by AAAL.
- g. Bidders should commit to pass on to AAAL the benefit of reduction in statutory duties, taxes, etc. in the country of origin/ manufacture of the goods, during the Tenure of the Agreement.

8. 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.

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9. Mode of Payment

The payment of the invoice will be made by AAAL through wire transfer in the account as indicated by the Successful Bidder.

10. 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 Annexure J1 and Annexure J2. 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.

11. Escalation in Cost

Bidders must provide escalation cost in percentage (%) for the extended Tenure of the Agreement of 2 (two) years (i.e. 3rd & 4th year). If no escalation value is charged by the Bidders for 3rd & 4th year of the Tenure of the Agreement, the Bidders must quote **0% (zero per cent)** as escalation value.

12. Liquidated Damages:

- a. If the TAT as defined by AAAL in the Tender is exceeded due to the reasons solely attributable to the Successful Bidder, liquidated damages shall be levied at the rate of 1.50 % (one point five per cent) per day of the value of the shop visit invoice (excluding delivery charges). Such liquidated damages would be deducted from any amount due to the Bidder or from the Security Deposit, as the case may be. In the event the damages payable by the Successful Bidder are deducted from the Security Deposit, the Successful Bidder shall replenish the Security Deposit to the original value within seven (7) working days from such deduction or furnish a fresh Bank Guarantee.
- b. In the event of recurring delays/failures to provide the Assemblies that are solely attributable to the Successful Bidder, AAAL further reserves the right to terminate the Agreement and to enter into a fresh agreement with any third party at the sole cost and risk of the Successful Bidder. In such a case, the Security Deposit will also be forfeited.

13. Documents required by AAAL for remittance and other statutory requirement

The Successful Bidder agrees to obtain and provide the documents which are statutorily required for remittance, taxation or any statutory purpose as per applicable laws including but not limited to a TRC (Tax Residency Certificate) issued by the competent authority of the remittee, a duly filled in Form 10F (format to be provided by AAAL at the time of execution of the Agreement), an Indian PAN (Permanent Account Number) and a declaration towards no permanent establishment in India (NO PE Certificate) in the event a Bidder is a foreign entity.

The said documents shall be provided by the Successful Bidder prior to the execution of the Agreement.

14. Litigation History

The Bidder should provide accurate information about any litigation or arbitration resulting from contracts (completed and ongoing) for providing services similar to the ones sought under this Tender, in the past since the time it has been in business since its incorporation. 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, forfeiting of EMD, termination of the Agreement, blacklisting the Bidder etc., as may be deemed fit and proper by AAAL, at any time, without giving any notice to the Bidder in this regard.

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15. 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 a bidder will also not be eligible to participate in the tender hosted by AAAL for the next three (03) years.

16. Evaluation Criteria

The Technical Bids submitted by the Bidders would be evaluated as per the evaluation criteria provided under **Annexure L** and the Commercial Bids shall be evaluated as per the criteria provided under **Annexure M** of the Tender.

17. Price Negotiation

It is not the general norm for AAAL to carry out price negotiations following evaluation of the Commercial Bids; therefore, the Bidders are advised to submit their best quotes in response to this Tender. AAAL, however, reserves the right to carry out techno-commercial negotiations in exceptional cases with the Successful Bidder.

18. Inspection

AAAL reserves the right to inspect the facility / facilities of the Bidders in order to assess their infrastructure and capability for providing the services under the Agreement as indicated in this Tender.

19. 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

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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.

20. Grounds for Rejection of Bids

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

- i. The Technical Bid & the Commercial Bid has been received after the Due Date and Time of the Tender.
- ii. Only the Technical Bid has been received and the Commercial Bid has not been received, and vice versa.
- iii. The Technical Bid and/or the Commercial Bid has been received by fax, or e-mail or in any form other than that mentioned herein instead of in separate sealed/closed envelopes.
- iv. In case both the Technical Bid & the Commercial Bid is not received in a sealed/closed envelope separately or are received in a single sealed/closed envelope.
- v. The Technical Bid and/or the Commercial Bid is received unsigned or has not been signed by the authorized signatory of the Bidder.
- vi. The Bid has been submitted without the remittance of EMD or the EMD is lesser than the amount specified or the EMD has been submitted in a mode other than as specified.
- vii. The information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or submission of illegible copies or unexplained materials and/or Bids are not received as per the desired formats & bidding instructions provided herein.
- viii. The Commercial Bid is not submitted as per the format given in Annexure G1 and G2.
- ix. In case of any variation in the documents / data submitted by the Bidder in support of the Technical Bid and in comparison, with the original documents during technical evaluation.
- x. 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.
- xi. The Bid has been received without the undertaking of acceptance of all terms & conditions.
- xii. The price indicated in the Commercial Bid is conditional.
- xiii. The financial details are indicated in the Technical Bid.
- xiv. The Bidder engages in any fraudulent/corrupt/coercive/undesirable/restrictive practices.
- xv. The Tender has not been signed by the authorized signatory of the Bidder.
- xvi. All the **"MUST"** conditions of Annexure-E are not met.
- xvii. Any other term of the Tender is violated.
- xviii. Any ambiguity, non-clarity and/or apparent mistake is observed by AAAL in the Bid submitted by the Bidder.
- xix. The above list is only illustrative and there can be other relevant grounds of rejection of Bids.

21. Fraud and Corrupt Practices

- a. The Bidders and their respective officers, employees and agents shall observe the highest standard of ethics during the Tender process. Notwithstanding anything to the contrary contained herein, AAAL shall:
 - i. reject the Bid or proposal for award; or
 - ii. rescind the Agreement forthwith.

Of such Bidder and shall blacklist the Bidder from participating in any tender issued by AAAL or Air India Limited, as the case may be, without being liable in any manner whatsoever to the Bidder if AAAL determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable, or restrictive practice in the Tender process.

- b. In addition to the above-mentioned remedies which AAAL shall have, AAAL shall:
 - i. declare the said Bidder ineligible and blacklist such Bidder for a period of 2 (two) years; and
 - ii. EMD or Security deposit, as the case may be, shall be forfeited.
- c. In pursuance of this, AAAL defines, for the purposes of this provision, the terms set forth below as follows:
 - i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Tender process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of AAAL who is or has been associated in any manner, directly or indirectly, with the Tender process or the letter of award (LOA) or has dealt with matters concerning the contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of AAAL, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging any person in respect of any matter relating to the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the AAAL in relation to any matter concerning this Tender and/or the Agreement, in any manner whatsoever, whether during the Tender process or after the issue of LOA or after the execution of the Agreement, as the case may be;
 - ii. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tender process;
 - iii. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Tender process;
 - iv. **“undesirable practice”** means establishing contact with any person connected with or employed or engaged by the AAAL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; and
 - v. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among applicants with the objective of restricting or manipulating a full and fair competition in the bidding process.

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22. Governing Law & Jurisdiction

The terms of this Tender shall be governed by the laws of India and any dispute or difference whatsoever arising out of or in connection with the Tender shall be subject to the jurisdiction of the courts of Delhi only.

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. 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 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.

25. Notifications

Any liquidation/merger/takeover/ amalgamation of the prospective MRO 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 successful Bidder should agree to reimburse any resultant cost burden on AAAL, due to such liquidation/merger/takeover/ amalgamation of the prospective MRO.

26. 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.

27. 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 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.

Ref :- AAAL/MRO-LEB/ED-A24/023

Dated: 12 Jan 2024

Annexure C

General terms & conditions of the “Agreement”

1. 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.

2. Agreement

- a. Pursuant to the evaluation of Bids and award of Agreement to Successful Bidder, the Successful Bidder shall enter into an Agreement with AAAL for providing the Services (“**Agreement**”).
- b. The draft Agreement will be submitted by the Successful Bidder and the same will be finalized after due vetting and revisions made by AAAL.
- c. The Agreement shall be in line with applicable provisions of CAR-M, DGCA, Appendix XI to AMC M.A.708(c) available at DGCA portal.

3. Subcontracting

Successful Bidder 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.

4. Tenure of the Agreement

The term of the Agreement shall be for Twenty-Four (24) months from the date of execution of the Agreement (the “**Tenure**”) and may be extendable for a period of two years, in an increment of one year each, on the same terms and conditions, at the sole discretion of AAAL.

5. Exit Clause/ Termination Clause

- a. AAAL shall have the right to terminate the Agreement, by providing a 3 (three) months prior written notice, in the following circumstances:
 - i. Without assigning any reasons whatsoever; and
 - ii. If there is a change in AAAL requirements.

In such cases, the Successful Bidder shall not be entitled to any compensation whatsoever for any costs incurred or to be incurred on this account.

- b. Save as otherwise provided under this Tender, AAAL shall be entitled to terminate the Agreement, upon providing a 30 (thirty) day written notice to the Successful Bidder, if:
 - i. the Successful Bidder commits any breach of the terms and conditions of the Agreement.
 - ii. in the event of unsatisfactory progress/execution or frequent delays/extensions in providing the Services.
- c. It is clarified that in the event of termination of the Agreement, the Successful Bidder shall be liable to complete all the open jobs in hand and return back all the Assemblies and the deliverables in the time frame as informed to the Successful Bidder by AAAL.

6. Force Majeure Event

Neither the Successful Bidder nor AAAL (collectively "Parties" and individually "Party") shall be in breach of any obligation under the Agreement if it is unable to perform that obligation in whole or part by reason of occurrence of Force Majeure Event.

Force Majeure Event means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity, but not including seasonal rains) or events such as a war, strike, riots. The affected Party shall give immediate notice in writing of occurrence of a Force Majeure Event as soon as it occurs (in any case not later than 5 days of information about the occurrence of such an event becoming known to such Party) and shall thereafter keep the other Party informed of the continuation or termination of such event as soon as possible (and in any event within three (3) days of the continuation or termination of such event).

Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall use its best reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force Majeure and shall reasonably allocate its available resources, giving priority to its obligations under the Agreement.

The Party so affected shall take all reasonable steps to remedy the failure and reasonably allocate its available resources, giving priority to perform its obligations under the Agreement and to keep the other Party informed of the steps being taken to mitigate the effects of an event of force majeure.

If the performance in whole or in part or any obligation under the Agreement is prevented or delayed by any reason of subsistence of a Force Majeure Event for a period exceeding 60 (Sixty) days, either Party may at its option terminate the Agreement without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the Agreement for delay or breach of Agreement, the Successful Bidder would not be liable for imposition of any such damages so long as the delay and/or failure of the Successful Bidder in fulfilling its obligations under the Agreement solely attributable to the occurrence of a Force Majeure Event.

7. Indemnity

The Successful Bidder shall hold harmless and indemnify AAAL from and against any and all liability arising out of any claim, damages, losses, penalty and expenses including attorney's fees, arising out of any breach or violation by the Successful Bidder of any material obligations under the Agreement, provision of law, infringement of patents, copyright, design, trademark, tradename etc. for use or supply of Services, De-Icer Boots, Assemblies, Leading Edges and any other equipment or parts pursuant to execution of the Agreement.

8. Subcontracting/Assignment

- a. The Successful Bidder shall not assign/subcontract the Agreement, in whole or in part, nor any of its rights or obligations hereunder, without the express and prior written consent of AAAL.
- b. It shall be noted that any sub-contractor engaged by the Successful bidder shall also be an MRO having EASA/FAA/DGCA approval for De-Icer Boots Replacement at least before 1st January 2018.

The Successful Bidder is also required to warrant its subcontractor's services/work. It is hereby clarified, that in the event the Successful Bidder sub-contracts the Services/work as stated in this Tender to any sub-contractor, the Bidder shall continue to remain responsible and liable for the Service/work carried out by such sub-contractor and will ensure that it meets the OEM's technical requirement and approval as stated within Tender.

Ref :- AAAL/MRO-LEB/ED-A24/023

Dated: 12 Jan 2024

9. Agreement 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 MRO is acquired by or merges with any third-party entity during the subsistence of the Agreement and is thereby unable to undertake the maintenance services as contemplated herein or in the Agreement.

10. Quality Audit of Successful Bidder's facility

The Successful Bidder agrees that AAAL's quality control personnel shall have the right to visit the Successful Bidder's facility as and when required, for the quality audit, where the Assemblies will be undergoing replacement of De-Icer boot. Local Aviation Regulatory Authorities of India, such as DGCA's officers, may also accompany AAAL's personnel for conducting such an audit.

11. Arbitration

Any dispute arising between AAAL and the Successful Bidder (Party/Parties) in respect of the construction, interpretation, application, meaning, scope, operation or effect of the Agreement or the validity or breach thereof (the "**Dispute**"), shall first be settled by mutual consultation. If the Dispute remains unresolved after a period of 90 days from the date when the mutual consultation has started, then the Dispute shall finally be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996, and the award made in pursuance thereof shall be final and binding on the Parties. The arbitral tribunal shall consist of a sole arbitrator to be mutually appointed by the Parties. The venue of arbitration shall be New Delhi and the arbitration proceedings shall be carried out in English. Each Party shall bear their own cost with respect to such arbitration.

12. Governing Law

The Agreement shall be governed by, construed, and enforced in accordance with the laws of India.

13. Jurisdiction

Any dispute or difference whatsoever arising out of or in connection with the Agreement shall be subject to the jurisdiction of the courts of Delhi only.

14. Default or Breach of Agreement

In the event of default or breach of any condition of the Agreement, AAAL reserves the right to claim damages from the Successful Bidder. In the event of continued default, AAAL also reserves the right to award the Agreement to any other party at the cost and risk of the Successful Bidder. In such a case, the Successful Bidder shall not be entitled to any compensation whatsoever for any costs incurred or to be incurred by it on this account.

15. 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.

Ref :- AAAL/MRO-LEB/ED-A24/023

Dated: 12 Jan 2024

Annexure D

(On Bidder's Letter Head)
Covering Letter of Technical Bid

To,

Date :-

Executive Director (Engineering)
Alliance Air Aviation Limited
Alliance Bhawan,
Domestic Terminal 1, I.G.I. Airport,
New Delhi 110037, INDIA

Sub: **Technical Bid for Tender No. AAAL/MRO-LEB/ED-A24/023, Dated: 12 Jan 2024**

Dear Sir,

With reference to your Tender No. **AAAL/MRO-LEB/ED-A24/023, Dated: 12 Jan 2024**, for selection of Maintenance Repair Organization(MRO) for replacement of De-icer Boots or exchange of serviceable Assemblies, we submit our technical Bid.

We submit **Annexure H** as our response along with Statement of Variance as **Annexure K**.

We also agree to the General Terms & Conditions & Technical Requirement of subject Tender detailed respectively in **Annexure 'A' & Annexure 'B'**. Variances to **Annexure H, Annexure J1 & Annexure J2** have been captured in **Annexure K**.

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.

Enclosures:

Signature : _____

Name : _____

Designation : _____

Company Seal: _____

Technical Specifications

AAAL's Leading Edges and fairing assemblies are being maintained on "On Condition" as per DGCA (Aviation regulatory authority in India) approved AMP.

1. TECHNICAL REQUIREMENTS TO BE COMPLIED BY THE BIDDER

- a. The Bidder should be approved by DGCA or FAA or EASA for **replacement of De-Icer Boots** at least before 1st Jan-2018. Bidder should enclose the relevant copies of current approval of DGCA or FAA or EASA, and approval of the local regulatory Authority of the Bidder in their Technical Bid response.
- b. In addition, the Bidder must also agree to meet DGCA's existing and any future requirements/guidelines for Indian registered aircrafts and components as applicable from time to time.
- c. The Bidder must be a FAA or EASA or DGCA approved repair facility capable of undertaking **replacement of De-Icer Boots and exchange of Assemblies**. The Bidder could be a company, joint venture or collaboration but it must ensure that the facility is capable of fulfilling the technical requirements of **Annexure E** and **Annexure L**.
- d. The Bidder should submit its confirmation that it is in regular receipt of all ATR72-212a ("Version 600") & ATR42-500 (Version 600) & PW127M Engines related Maintenance Data such as AMMs, EMMs, technical publications, CMMs, ADs, SBs, and new parts etc. from OEM, so that the Bidder can undertake the replacement of De-Icer Boots as per the applicable regulatory requirements.
- e. The Bidder shall provide specified maintenance services on a "fixed price" and "time and material" basis to AAAL, for a period of One (1) year and at sole discretion of AAAL extendable with same terms and conditions by another two years in increments of one year each.
- f. In the event of an aircraft on ground (AOG), the Bidder may be required to provide Leading Edges on a loan basis.
- g. AAAL may, at any time during the Tenure of the Agreement, opt for replacement of De-Icer Boots or exchange of serviceable Assemblies as per the requirement of AAAL
- h. It may be noted that for Aircraft Parts (Class II and III aeronautical products)

The following documents are required to accompany Class-II and III aeronautical products:

- i. Airworthiness Approval Tag
- ii. Compliance with FAR/ EASA CS - 21

2. Turn Around Time (TAT)

- a) In the Technical Bid, Bidder is required to provide the Shop-in to Shop-out TAT, in number of calendar days, for the complete replacement of De-Icer Boots. AAAL expects the shop-in shop-out TAT to be within 10 (Ten)-calendar days for complete replacement of De-Icer Boots. However, if Bidder(s) quote TAT more than 10 (Ten)-calendar days, cost of replacement of the respective component will be loaded 1% per day for each day exceeding 10 (Ten) calendar days.
- b) In case TAT (as quoted by Bidder) exceedance for the Assemblies undergoing Service at the Bidder facility, Bidder would be liable to pay damages to AAAL as specified in this Tender.

3. Warranty

- a) Bidders are required to agree that the Warranty period shall be a minimum of 12 (Twelve) months or 2000 flying hours, whichever is later, under this Tender (the “**Warranty Period**”). Warranty Period shall commence after 7 (seven) days of receipt of Assemblies in India or its installation on aircraft, whichever is earlier (the “**Warranty**”).
- b) In case of Warranty applicability, Bidder agrees to bear the full labor costs related to work covered under Warranty and replacements cost of damaged material and transportation costs for the Assemblies (incoming & outgoing) returned for Warranty repairs.

4. Technical requirements (work scope, parts & documentation)

- a. AAAL will maintain control of De-Icer Boot replacement or any associated repair ‘work-scope’ requirements at all times and will have the right to change the work-scope during the shop visit after strip inspection and feedback thereof, on any discrepancy. Any changes to work-scope at later stages, during the course of work, shall be decided mutually through joint consultation.
- b. No Parts with Parts Manufacturing Approval (PMA) and Repaired parts under Designated Engineering Representative (DER) approval will be installed without the prior written approval of AAAL.
- c. Strip condition and investigation reports with photographs of damaged parts shall be made available in a timely manner (within the agreed time frame from induction of Airframe Leading Edges Assemblies / Engine installations & fairing De-Icer Assemblies) and should be included in shop visit report. Strip reports shall also include a list of all scrap items with manual reference for scrappage.
- d. Packaging, shipments, and transportation requirements must be to industry-specific **ATA** standards and acceptable to AAAL.
- e. AAAL at its cost shall deliver the Assemblies to the Successful Bidder’s facility on CPT (Carriage Paid To) basis. The Successful Bidder shall, at its cost, return the serviced Assemblies to AAAL’s facility at New Delhi on CPT (Carriage Paid To) basis with consignee name as “Alliance Air Aviation Limited”. Customs & other formalities in India will be AAAL’s responsibility.
- f. In case of Standard Exchange, the Successful Bidder shall deliver the Assemblies at AAAL’s facility at New Delhi on CPT (Carriage Paid To) basis. AAAL shall, at its cost, return the core Assemblies to the Successful Bidder’s facility on a CPT (Carriage Paid To) basis.
- g. If applicable, in case of non-routine repairs, all repairs must be up to the manufacturer’s approved repair standard. For the repairs not covered within applicable repair manuals, in such cases, prior written concurrence from AAAL must also be taken before the incorporation of the same. Such, concurrence by AAAL shall be given only after due approval of repair scheme from DGCA, India.
- h. Once the repair assessment/strip inspection has confirmed that the repair cannot be performed according to existing approved or acceptable data, the following repair options shall be used:
 - i. Replace the damaged parts,
 - ii. Obtain a repair scheme from the type certificate holder;
 - iii. Obtain technical support from an organization approved in accordance with OEM’s CAR 21/EASA Part 21/FAA Part 21 organization.

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- i. All Assemblies shall be thoroughly checked by the Successful Bidder at the time of receipt and dispatch. A list of all the missing items, if applicable, must be sent to AAAL immediately on induction and prior to commencement of repairing and replacement of parts.
 - j. All Assemblies removed following any incident/accident must have shop priority so that the investigation into such an incident can be dealt with quickly.
 - k. The Successful Bidder must respond to quality complaints formally and promptly and should revert with the action taken report thereon.
 - l. Release documentation should be in a format acceptable to AAAL. A list of all applicable modifications with compliance data, including any Airworthiness Directives (AD) and Service Bulletins (SB) should be provided in the shop visit report. Electronic copy of shop visit report along with hard copies to be provided after each shop visit. The following documents and reports are to be a part of the documentation package.
 - i. *Authorized Release Certificate / Airworthiness Approval Tag FAA 8130-3 and/or EASA Form 1 and/or CA FORM 1 by DGCA, India tag for the work performed.*
 - ii. *If applicable, conformance with FAR/ EASA CS – 21.*
 - iii. *Pressure Test report (both hard copy and Electronic format).*
 - iv. *If applicable, Major repair and alterations report.*
 - v. *If applicable, Airworthiness directive status report.*
 - vi. *If applicable, Service bulletin compliance report.*
 - vii. *A pre-induction Investigation report along with a list of missing parts if any, at induction.*
 - viii. *Detailed Strip report giving the photographic record.*
 - ix. *Detailed Investigation Report as to the probable cause of failure and/or abnormal wear of parts and recommendations to obviate the same.*
 - x. *If applicable, List of items scrapped along with manual reference and no repair correspondence from OEM for scrappage and scrap tags.*
 - xi. *Shop Visit Report*
 - xii. *Dirty Fingerprints for De-Icer Boots or Assemblies, in case of repair/replacement.*
 - xiii. *If applicable, Copies of NTO / correspondence from OEM.*
 - xiv. *A detailed list of items replaced.*
 - m. The Successful Bidder must assist AAAL by providing the estimated repair/exchange cost of Assemblies, due to FOD (Foreign Object Damage) whenever requested by AAAL for an insurance claim or otherwise for any purpose whatsoever. Proper approval of Alliance Air will be taken for use of repaired parts.
 - n. Based on the strip report, if any deformity (Non-Routine/Unscheduled work) beyond the scope of SRM/CMM/available maintenance data, the further work-scope during such shop visit at the Successful Bidder's facility would be finalized with the approval of AAAL.
 - o. If required, the Successful Bidder shall extend cooperation to the representatives of the relevant manufacturers, DGCA (Aviation Regulatory Authority, India), AAAL's Insurer.
5. **Commercial terms**
- a. All prices shall be compulsorily in USD (\$) currency.
 - b. The Assemblies shall be serviced/repared on the basis of the following parameters:
 - Fixed Prices **“for routine replacement of De-Icer Boots (Table-1) and exchange of Assemblies (Table-2)”** as listed in **Annexure J1**.
 - **“Time-and-Material basis”** for non-routine work as listed in **Annexure J2**.
 - c. All taxes/levies/duties (including any interest or damages thereon) applicable in the Successful Bidder's country if any, on the Services provided by the Successful Bidder under the Agreement, are to be borne by the Successful Bidder only and that AAAL shall have no

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responsibility or liability whatsoever in respect thereof. However, AAAL will bear the taxes, if any, levied in India related to the Services as per the Tender.

- d. The Successful Bidder shall be responsible for the insurance of items whilst the same are in its custody for repair as well as for outward shipment till the items are received by AAAL.
- e. The Successful Bidder shall maintain at its own cost, insurance for its own risk coverage involving its own resources including but not limited to manpower and material involved in the servicing/storage and transportation.

6. Fixed Price Maintenance Services

a. Fixed Price Services:

The Bidder should offer the fixed price for replacement of De-Icer Boots. The detailed work scope of the Boot replacement is mentioned at point 09 in this **Annexure E**.

b. The Successful Bidder should perform the maintenance Services in accordance with the latest version of the type certificate holder Component maintenance manual. Fixed price service should include the following wherever applicable:

- i. Labour required to disassemble the Assemblies; inspection, cleaning, non-destructive testing, visual and dimensional inspection; removal, visual inspection, and reinstallation of any accessory items; and reassembly and testing of Assemblies including Pressure test.
- ii. Labour for repairs which are normally performed, such as replacement of De-Icer Boots and pressure test, Metallization or composite repair and paint if required, Cost of ingredients required for replacement of boot, metallization, and paint, Minors repairs & Shop finding reports.
- iii. Labour to incorporate airworthiness directives and alert service bulletins when performed. If the Successful Bidder's facility performs service bulletins or modifications where access is part of normal disassembly or assembly work-scope.

7. Time and Material Charges

The Bidder should quote the rates and charges that are applicable to Assemblies requiring repairs maintenance Services other than routine boot replacement on a case-to-case basis at Bidder's facility (refer Annexure J2).

8. On-Site Audit by AAAL Representative(s)

The Agreement will be awarded only after successful completion of audit by AAAL's quality department with no corrective actions for the audit finding(s) pending. Also, no corrective action for the audit finding should be pending for the audits conducted by the applicable Regulatory Authority.

The Successful Bidder shall be allotted the work under the Agreement only on its meeting all technical requirements and successfully passing the quality audit. Such quality audits may also be performed on a regular basis during the Tenure of the Agreement. The Bidder or the Successful Bidder, as the case may be, shall extend full assistance to AAAL in performing the audit.

The applicable organization approvals/certificates, validity schedules, approved capability lists, MOE, or approved shop manual etc. of the Bidder or the Successful Bidder, as the case may be, shall be made available to Alliance Air. Additionally, all DGCA or FAA/EASA approvals for shops and sub-contractor shall also be made available and on renewal, copies of the same shall also be provided to the AAAL.

In the event of restrictions imposed by any regulator on the approvals, the same should be brought to notice of Alliance Air for appropriate action there off.

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9. Guidelines for submitting **Fixed Prices for maintenance services** as per **Annexure J1**

- a. The Fixed price should be quoted for replacement of De-Icer Boots encompassing complete work scope detailed below or Standard Exchange (if required):

i. **Replacement of De-Icer Boots:**

- All the necessary tasks for replacement of De-Icer Boots on Assemblies as described in the relevant manuals (CMM / SRM) which will include labor, necessary test, cleaning, non-destructive test, visual ("VIS") & dimensional ("DIM") inspection, minor repair, balancing, pressure test if any as per AD, SB, SIL or manual, shop basic labour, consumables or Materials, bulk issue, and shipping material.
- Pressure test and its report (in paper and electronic form).
- Visual inspection of Leading-Edge external condition for corrosion, protective coating condition and obvious damage.

ii. **Standard Exchange:-**

- AAAL shall also opt for Standard Exchange services of the Assemblies on an exchange rate. AAAL shall accept technically equivalent Part Number and compatible MOD status with the requested part number as per the illustrated part catalogue.

- b. The fixed prices quoted above should also include all labour costs for the potential expansion of work necessary, in addition to the above, to accomplish the maintenance action required for the equipment. The work shall be accomplished as per agreed work scope and in accordance with the manufacturer's applicable component manual and approved manufacturer technical data.

Ref :- AAAL/MRO-LEB/ED-A24/023

Dated: 12 Jan 2024

Annexure F

(on bidder's letter head)

Covering letter for Earnest Money Deposit(EMD)

To,
Executive Director (Engg.)
Alliance Air Aviation Limited,
Alliance Bhawan,
Domestic Terminal 1, IGI Airport,
New Delhi – 110037, Delhi, India(IN)

Date:

Subject: Submission of Earnest Money Deposit (EMD).

Dear Sir,

With reference to your Tender No. AAAL/MRO-LEB/ED-A24/023, dated: 12 Jan 2024, for selection of maintenance repair organization for

- i. replacement of De-Icer Boots installed on ATR72-212a ("Version 600") & ATR42-500 (Version 600) airframe Leading Edge Parts Assemblies or and Engine De-Icer Boots fitted on PW127M engine installations and Fairing Assemblies (air inlet / upper gas path throat/ gas path floor / cooler upper duct de-icers);
and
- ii. exchange of serviceable airframe leading edge assemblies fitted with de-icer boots and engine assemblies fitted with de-icer boots.; we submit our best offer in the formats at Annexure J1 and G-2.

we hereby enclose swift copy baring no. Dated drawn in favour of "**Alliance Air Aviation Limited, Payable at New Delhi**" towards EMD.

We have read and understood and hereby agree to comply with all the Specifications and Terms & Conditions of the Tender.

Enclosures :

Signature: - _____

Name: - _____

Designation: - _____

Company Seal: - _____

Ref :- AAAL/MRO-LEB/ED-A24/023

Dated: 12 Jan 2024

Annexure G

Authorization Letter

To ,

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

Subject: Authorization for attending Pre-Bid Meeting/ Commercial Bid Opening/Technical Bid Opening.

Tender No.: AAAL/MRO-LEB/ED-A24/023

Due Date: 09 Feb 2024, 15:30 Hrs. (IST)

For Pre-Bid Meeting/ Commercial Bid Opening/Technical Bid Opening Date:

The following person(s) is/are hereby authorized to attend the Pre-Bid Meeting/Technical Bid Opening /Commercial Bid Opening for the Tender mentioned above on our behalf.

S. No	Name	E-mail	Contact No.	Signature
1.				
2.				

(Signature)

Name:-

Designation:-

Company Name :-

Contact Details :-



Note:

1. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.
2. The authorized representatives, in their own interest, must reach the venue of Pre-Bid Meeting/ Commercial Bid Opening/Technical Bid Opening well in time.
3. The authorized representatives must carry a valid photo identity.

Ref :- AAAL/MRO-LEB/ED-A24/023

Dated: 12 Jan 2024

Annexure H

(on bidder's letter head)

Format for Technical Bids

The prospective Bidders are required to note that all the AAAL specified “**MUST**” conditions, under this Annexure “H” are met with and responded with a “**Yes**” only in order to qualify for the technical evaluation. The commercial Bids of only bidders qualified in Technical Bid will be evaluated.

Table 1

Bidder's Profile		
S. No	Details	Bidder Response
1	Name & Designation of the Bidder including Brand Name	
2	Country	
3	Location	
4	Complete Address	
5	Bidder's Registration Number	
6	Name of Approving Regulatory Authority / Authorities	
7	Bidder's Website Address (if any)	
8	Bidder's Approvals (Scope)	
9	No. of years of Experience with respect to Boot Repair/Replacement of ATR72-212A (“Version 600”) & ATR42-500 (Version 600) aircraft	

Table 2

Technical Details				
S. No.	Technical / Regulatory Requirements	AAAL Condition	Bidder Response	Attachment (documental proof, if any)
1.	Approval Certificate / Air Agency Certificate of the company from regulatory authority (EASA or FAA or DGCA) or Equivalent Document.	MUST	Yes / No (Provide Document)	
2.	Validity Schedule (Organization Approval Validity Date) or Equivalent Document	MUST	Yes / No (Provide Document)	
3.	<p>Approval Schedule defining the Class & Rating and Limitations of CAR 145 / EASA 145 / FAA 145 Organization for the maintenance/replacement of De-Icer Boots. Repair Agency should have a component Class rating of C18 (Protection Ice/Rain/Fire), C7(Engine – APU) & C20 (Structural), which can undertake De-Icer Boots Replacement on ATR72-212A (Version 600), ATR42-500 (Version 600) aircraft and Pratt & Whitney’s PW127M Engines as per applicable regulations.</p> <p style="text-align: center;">OR</p> <p>CAR 145/ EASA 145 / FAA 145 Organizations having Class (Aircraft), Rating A1 (Airplanes above 5700 Kg), Limitation - ATR72-212A (Version 600) & ATR42-500 (Version 600) fitted with PW127M Engines approved for Base Maintenance and Additionally having component class Rating C18 (Protection Ice/Rain/Fire), C7(Engine – APU) & C20 (Structural) which can undertake De-Icer Boots Replacement, as per applicable regulations.</p>	MUST	<p>Provide Approval Schedule of the Organization</p> <p style="text-align: center;">or</p> <p>Equivalent document.</p>	
4.	The approved documents / C Class rating should clearly specify, the applicable component description, Component manufacturer, Part Number, CMM & SRM and applicable aircraft model and level of Maintenance that can be performed.	Desirable		
5.	Provide Approved Capability List (approved by the regulatory agency, which must include the part number as per Latest applicable IPC / CMM of the Leading-Edge Airframe Assemblies or Engine Assemblies / De-Icer Boots , for replacement of De-Icer Boots fitted on ATR72-212A (Version 600) & ATR42-500 (Version 600) aircraft, and Pratt & Whitney’s PW127M Engines & duly approved MOE of the organization. Or Equivalent document duly approved by EASA/FAA or DGCA, India.	Must	<p>Provide Approved Capability List.</p> <p style="text-align: center;">or</p> <p>Equivalent Document.</p>	
	(Alliance Air fleet and its aircraft effectivity codes are defined in Annexure N)			

Ref :- AAAL/MRO-LEB/ED-A24/023
Dated: 12 Jan 2024

6.	Provide copy of Capability List & MOE or Equivalent document duly approved by regulatory authority DGCA or FAA/EASA.	Must	Yes / No	
7.	Or any other Authorization Letter / document from the regulatory authority (EASA / FAA or DGCA as applicable) to carry out work on a particular component assembly, part number of De-Icer Boots.	Desirable	Yes / No	
8.	What level of maintenance the repair agency or shop can undertake ? Level 1 :- Only testing Level 2 :- Assembly / Disassembly & Testing Level 3 :- Overhaul Or Equivalent approved document specifying the above.	Must	Approved Document to be provided.	
9.	Is the Level of Maintenance mentioned in the Approved Capability List or MOE?	Desirable	Approved Document to be provided.	
10.	Name of the Regulatory Authority who has approved the Capability List	Must		
11.	Should possess applicable Maintenance Data (for replacement of De-Icer Boots) of ATR 72-212A (Version 600), ATR42-500 ("Version 600") & PW127M ENGINES i.e. vendor maintenance and repair manual or CMMs, service bulletins and service letters etc. and any document issued by the type certificate holder as maintenance data.	MUST	Yes / No	
12.	Should have Tools, Equipments and Kits, Test benches etc. as per applicable vendor's CMM & other applicable maintenance Data.	MUST	Yes / No	
13.	Appropriately trained & Authorized Certifying Staff as per the regulation of the EASA/FAA or DGCA, as per the applicable standards, the repair agency conforms to.	MUST	Yes / No	
14.	On Which form repair agency has been authorized by the regulatory authority of the state to issue Authorized Release Certificate i. EASA FORM 1 ii. FAA 8130-3 iii. CA FORM 1 by DGCA, India As acceptable to applicable national regulatory agency i.e. FAA / EASA Or DGCA, India.	MUST		
15.	Provide a Sample of Authorized Release Certificate (EASA FORM1 / FAA 8130-3 / CA FORM 1), with the respective Approval number from the regulatory authority mentioned.	MUST		

Ref :- AAAL/MRO-LEB/ED-A24/023
Dated: 12 Jan 2024

16.	<p>It should be agreed that</p> <ul style="list-style-type: none"> Standard parts shall only be fitted to an aircraft or a component when the maintenance data specifies the particular standard part. Standard parts shall only be fitted when accompanied by evidence of conformity traceable to the applicable standards. 	MUST	Yes / No	
17.	<p>Components/Parts / Materials shall be procured only from OEM or from the OEM approved vendors described in the CMM/IPC.</p> <p>Such companies supply their components / Parts / Materials with an Authorized Release Certificate such as EASA FORM 1, FAA FORM 8130-3 or evidence of conformity traceable to the applicable standards or to OEMs or CMM s/PCs.</p>	MUST	Yes / No	
18.	<p>All the applicable tasks required for De-Icer Boots replacement shall be performed as per the TC Holder Maintenance Data.</p>	MUST	Yes / No	
19.	<p>Documentations should be in the format acceptable to AAAL. Wherever, applicable Documentation package shall include Form(s), Tag(s), Reports, Material Conformance Standards etc. as detailed in Annexure E (Clause- 4, Point I)</p>	MUST	Yes / No	
20.	<p>MRO shall have a proper Storage facility as per applicable regulations (DGCA or FAA / EASA).</p>	MUST	Yes / No	
21.	<p>Items sent by the MRO / repair agency to Alliance Air shall be sent in the appropriate package in respect of the type of component: e.g. correct ATA 300, wherever necessary.</p>	MUST	Yes / No	
22.	<p>It should be acceptable that audit shall be conducted by Alliance Air, Quality department.</p>	MUST	Yes / No	
23.	<p>It should be acceptable that requirements mentioned in DGCA approved Alliance Air CAME, Chapter 2 (Quality System) & Chapter 3 (Contracted Maintenance) shall have to be fulfilled.</p>	MUST	Yes / No	
24.	<p>The Bidder <u>must</u> also agree to meet DGCA's existing and any future requirements for Indian Registered Aircraft and components as applicable from time to time.</p>	MUST	Yes / No	
25.	<p>It should be agreed that,</p> <p>Agreement will be awarded only after successful completion of Audit by AAAL Quality Department with NO Corrective actions for the audit finding(s) pending. Also, no corrective action for the audit finding should be pending for the audits</p>	MUST	Yes / No	

Ref :- AAAL/MRO-LEB/ED-A24/023
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	conducted by the Regulatory Authority of the state.			
26.	Further, extension of Agreement shall be done only after the performance review and Audit of the facility.	MUST	Yes / No	
27.	The Successful Bidder shall sign an Agreement acceptable to DGCA, India and in line with applicable points of CAR-M, DGCA, India, Appendix XI to AMC M.A.708(c).	MUST	Yes / No	

Table 3

General Terms and condition			
S. No.	Details	AAAL Condition	Bidder Response
1.	Bidder agrees that the Warranty period shall be 12 (Twelve) months or 2000 flying hours, whichever is later, for Assemblies serviced under this Tender.	Must	Yes / No
2.	Bidder is required to provide the Shop-in to Shop-out TAT in number of calendar days, for the complete replacement of De-Icer Boots in the commercial Bid. AAAL expects the shop-in shop-out TAT to be within 10 (Ten)-calendar days for complete replacement of De-Icer Boots. In case TAT is not provided, 10 days as per Tender terms shall be taken as TAT.	Desirable	Yes / No
3.	Bidder agrees that the Warranty shall commence after 7 (seven) days of receipt of the Assemblies in India or its installation on aircraft, whichever is earlier. MRO is also required to warrant its subcontractor's work.	MUST	Yes / No
4.	In case of Warranty applicability, Bidder agrees to bear the full labour costs related to work covered under Warranty and cost of damaged material, if any, and also the supply chain movement costs for the Assemblies returned for Warranty.	MUST	Yes / No
5.	Bidder agrees that the payment for its final invoices be made within Forty-Five (45) days from the receipt of the invoice after the receipt of serviced Assemblies, by wire transfer.	Desirable	Yes / No
6.	In case the Assemblies serviced by L1 Bidder fail within Warranty period, Bidder will provide rent free replacement Assemblies for the period, its serviced Assemblies unserviceable. If the Bidder is unable to provide the replacement, AAAL arranges its own replacement Assembly, Bidder will compensate AAAL all charges including rentals, transportation charges, insurance charges borne by AAAL.	MUST	Yes / No
7.	In the event, due AOG requirements, MRO shall be required to provide Assemblies on Loan on similar terms and conditions.	Desirable	
8.	MRO agrees to provide TRC (Tax Residency Certificate) issued by MRO's country, submit Form 10F under Indian Income Tax Law (format will be provided by AAAL during agreement stage), and declaration towards no permanent establishment in India (NO PE Certificate) which are statutorily required to enable	MUST	Yes / No

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Dated: 12 Jan 2024

	remittance to the foreign vendor, before signing of Agreement with AAAL.		
9.	The Bidder confirm that it is authorized to replace all De-Icer Boots mentioned in Annexure J1, under its Capability List & MOE or equivalent document as per applicable regulations (DGCA or EASA/FAA)	MUST	Yes / No
10.	The Bidder confirms that it offers both of the Services (Replacement of De-Icer Boots & Exchange of Assemblies) for all parts mentioned in Annexure J1.	MUST	Yes / No

*Bidders signature appended for offers submitted against this Annexure "E".

Signature : _____

Name : _____

Designation : _____

Company Seal: _____

Note:-

The response for each of the "Must" conditions in this Part shall only be written as 'YES'. Only those Bids that contain the response 'YES' against all the "Must" conditions, will be eligible for further processing. For the avoidance of any doubt, if the response to any of the "Must" conditions in "Annexure H" 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.

Ref :- AAAL/MRO-LEB/ED-A24/023

Dated: 12 Jan 2024

Annexure I

(on bidders' letterhead)
Covering letter for Commercial Bid

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

Subject: Commercial Bid for Tender No. AAAL/MRO-LEB/ED-A24/023, dated: 12 Jan 2024

Dear Sir,

With reference to your Tender No. AAAL/MRO-LEB/ED-A24/023, dated: 12 Jan 2024, for selection of maintenance repair organization for

- iii. replacement of De-Icer Boots installed on ATR72-212a (Version 600) & ATR42-500 (Version 600) airframe Leading Edge Parts Assemblies or and Engine De-Icer Boots fitted on PW127M engine installations and Fairing Assemblies (air inlet / upper gas path throat/ gas path floor / cooler upper duct de-icers);

and

- iv. exchange of serviceable airframe leading edge assemblies fitted with de-icer boots and engine assemblies fitted with de-icer boots.; we submit our best offer in the formats at Annexure J1 and J2.

We also agree to the General Terms and Conditions of your Tender detailed in Annexure 'A'. 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.

Encl:

Signature : _____

Name : _____

Designation : _____

Company Seal: _____

Ref :- AAAL/MRO-LEB/ED-A24/023

Dated: 12 Jan 2024

Annexure J1

(on bidder's letter head)

Format for Commercial Bid

The prospective Bidders are required to note that all the AAAL specified “**MUST**” conditions, under this Annexure “J1” are met with and responded with a “**Yes**” only in order to qualify for the technical evaluation. The commercial Bids of only those Bidders would be opened who qualify the technical evaluation.

Table 1

For the Work Scope detailed in Annexure “E” Clause 09 Replacement of De-Icer Boots							
Fig (A) Annexure- N	Nomenclature/ Description	Position	Zone	Part No	Firm Fixed Price (FFP) for 1 st & 2 nd year	TAT (Days)	Escalation % for 3 rd & 4 th year
90	Leading Edge INST – 1ST END wing LH	RIB25-31	Z516				
100	Leading Edge INST – 1ST END wing RH	RIB25-31	Z616				
70	Leading Edge INST – 2ND END wing LH	RIB21-25	Z515				
80	Leading Edge INST – 2ND END wing RH	RIB21-25	Z615				
30	Leading Edge INST – Central Wing LH	RIB13-19	Z513				
40	Leading Edge INST – Central Wing RH	RIB13-19	Z613				
10	Leading Edge INST – Inner Wing LH	RIB4-10	Z511-Z512				
20	Leading Edge INST – Inner Wing RH	RIB4-10	Z611-Z612				
50	Metal Leading Edge – INST-LH	RIB19-21	Z514				
60	Metal Leading Edge – INST-RH	RIB19-21	Z614				
110	Leading Edge INSTL– Horizontal Stabilizer (LH)	–	LH				
120	Leading Edge INSTL– Horizontal Stabilizer (RH)	–	RH				
130	Leading Edge INSTL– Fin	–					
140	Leading Edge INSTL– Fin Extension	–					

Ref :- AAAL/MRO-LEB/ED-A24/023
Dated: 12 Jan 2024

Fig (B) Annexure-N	Leading Edge ASSY– Air In-take	Engine Air Intake				
Fig (C) Annexure-N	Duct Assembly (Gas path Lower + Gas Path Upper)	Engine Air Inlet Duct				
Fig (D) Annexure-N	Radiator, Conduit, Upper De-Icer Boot	Radiator, Conduit				

Table 2
Standard Exchange of Assemblies

Fig (A) Annexure-N	Nomenclature / Description	Position	Zone	Part No	Firm fixed price (FFP) for 1 st & 2 nd year	Escalation % for 3 rd & 4 th year
90	Leading Edge INST – 1ST END wing LH	RIB25-31	Z516			
100	Leading Edge INST – 1ST END wing RH	RIB25-31	Z616			
70	Leading Edge INST – 2ND END wing LH	RIB21-25	Z515			
80	Leading Edge INST – 2ND END wing RH	RIB21-25	Z615			
30	Leading Edge INST – Central Wing LH	RIB13-19	Z513			
40	Leading Edge INST – Central Wing RH	RIB13-19	Z613			
10	Leading Edge INST – Inner Wing LH	RIB4-10	Z511-Z512			
20	Leading Edge INST – Inner Wing RH	RIB4-10	Z611-Z612			
50	Metal Leading Edge – INST-LH	RIB19-21	Z514			
60	Metal Leading Edge – INST-RH	RIB19-21	Z614			
110	Leading Edge INSTL– Horizontal Stabilizer (LH)	–	LH			
120	Leading Edge INSTL– Horizontal Stabilizer (RH)	–	RH			
130	Leading Edge INSTL– Fin	–				
140	Leading Edge INSTL– Fin Extension	–				
Fig (B) Annexure-N	Leading Edge ASSY– Air In-take	Engine Air Intake				

Ref :- AAAL/MRO-LEB/ED-A24/023

Dated: 12 Jan 2024

Fig (C) Annexure- N	Duct Assembly (Gas path Lower + Gas Path Upper)	Engine Air Inlet Duct			
Fig (D) Annexure- N	Radiator, Conduit, Upper De-Icer Boot	Radiator, Conduit			

Ref :- AAAL/MRO-LEB/ED-A24/023

Dated: 12 Jan 2024

Annexure J2

(on bidder's letter head)

Maintenance services for Non-routine Works

The Bidder should quote the rates and charges that apply to Assemblies requiring Maintenance Services other than Boot replacement on a case-to-case basis, as per the below tables.

1. Labour Rates	1 st & 2 nd Year	Escalation % for 3 rd & 4 th Year
"Not to Exceed (NTE)" labour cost for Repair/replacement of Bobbin (sleeve - flanged flexible)		
Hourly Labour Rate		

2. Material Cost	1 st & 2 nd Year	Escalation % for 3 rd & 4 th Year
Bobbin (sleeve - flanged flexible)		

3. Leading Edge rental rates (Loan)					
Fig (A) Annexure-N	Nomenclature/ Description	Position	Zones	Part No	Fixed Monthly Rental
90	Leading Edge INST – 1ST END wing LH	RIB25-31	Z516		
100	Leading Edge INST – 1ST END wing RH	RIB25-31	Z616		
70	Leading Edge INST – 2ND END wing LH	RIB21-25	Z515		
80	Leading Edge INST – 2ND END wing RH	RIB21-25	Z615		
30	Leading Edge INST – Central Wing LH	RIB13-19	Z513		
40	Leading Edge INST – Central Wing RH	RIB13-19	Z613		
10	Leading Edge INST – Inner Wing LH	RIB4-10	Z511-Z512		
20	Leading Edge INST – Inner Wing RH	RIB4-10	Z611-Z612		
50	Metal Leading Edge – INST-LH	RIB19-21			
60	Metal Leading Edge – INST-RH	RIB19-21	Z514		
110	Leading Edge INSTL– Horizontal Stabilizer (LH)	-	Z614		
120	Leading Edge INSTL– Horizontal Stabilizer (RH)	-	RH		

Ref :- AAAL/MRO-LEB/ED-A24/023

Dated: 12 Jan 2024

130	Leading Edge INSTL– Fin	-	LH		
140	Leading Edge INSTL– Fin Extension	-			
Fig (B) Annexure-N	Leading Edge ASSY– Air In-take	Engine Air Intake			
Fig (C) Annexure-N	Duct Assembly (Gas path Lower + Gas path Upper)	Engine Air Inlet Duct			
Fig (D) Annexure-N	Radiator, Conduit, Upper De-Icer Boot	Radiator, Conduit			

Bidder's signature appended for offers submitted against the Annexures J1 & J2.

Signature : _____

Name : _____

Designation : _____

Company Seal: _____

Ref :- AAAL/MRO-LEB/ED-A24/023

Dated: 12 Jan 2024

Annexure K

(on bidder's letter head)

Statement of Variance (For Technical Bid & Commercial Bid)

Though AAAL wishes no variances to the Tender terms, conditions and guidelines. However, any deviations to the stated Terms & Conditions of the Tender should be submitted as follows:

S.No	Annexure No	Para No	Revised Terms & Conditions offered
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Signature : _____

Name : _____

Designation : _____

Company Seal: _____

*attach additional pages, if required.

Note :- In case of "NIL" or "NO" Variance, kindly cross the table and put signature & details above.

Ref :- AAAL/MRO-LEB/ED-A24/023

Dated: 12 Jan 2024

Annexure L

Evaluation – Technical Bid

1. Technical bid

The technical evaluation would be carried out on the basis of the Bids submitted by the Bidder to the table attached at Annexure “H”. **The Bidders are required to ensure that all the AAAL specified “MUST” conditions, under the Annexure “H” are met, in order to qualify for the Technical Evaluation exercise.** However, AAAL at its own discretion has an option to waive off the “MUST” condition on selective item, subject to approval of competent authority. The Commercial Bids of only those Bidders would be opened who qualify the technical evaluation exercise.

It is understood that by submission of the Technical Bid, the Bidders confirms the acceptance of AAAL’s terms and conditions as mentioned in Annexure ‘E’.

Deviations, if any, from the Technical specifications (Annexure E), and General terms and conditions (Annexure A), must be clearly spelt out in the Statement of Variance in respect of Technical Bid – Annexure ‘K’.

The Bidders shall provide copies of approvals (DGCA or FAA/EASA) and capability list currently held with them related to Assemblies repairing/servicing. Bidders may also provide all relevant details / documentations, customer details being serviced by the Bidder, literature, accreditations, approvals, certifications etc. in support of their Bid for reference purposes.

Bidders are also required to note that there should be no mention of the financial rates / prices in the Technical Bid.

Evaluation– Commercial Bid

1. Details of Commercial Bid

The Commercial Bid should be submitted with a covering letter, the format of which is provided as Annexure I. The Commercial Bid shall provide prices strictly against each of the Items listed in various table formats given in **Annexure J1 & J2**. *However, J2 will not be considered for Evaluation but the same will be for AAAL's future reference and will be included in the Agreement.* All the columns and rows in the tables listed in these three annexures to be filled in the single/same currency, i.e USD(\$).

Any other charges/fee applicable taxes/levies with the percentages thereof should be clearly mentioned in the Commercial Bid. In the absence of additional information that the Bidder may like to inform, the prices quoted will be treated as net i.e. all-inclusive.

The Commercial Bid will be evaluated based on the most competitive price quoted by the Bidders in their Bids for the respective option/features and the overall least cost to AAAL for the selected/chosen option.

The bidder quoted the least price after evaluation would be declared as successful or L1 bidder on the basis of evaluation criteria as mentioned at para 2 below.

The elaborate and detailed explanation for the Commercial Bid evaluation process is as per following para 2 onwards, which the Bidders are required to study and familiarise themselves before submitting their Bids against this Tender.

2. Evaluation Criteria for the Commercial Bid

The evaluation will be based on rates quoted in the Annexure J1, as per the criteria defined below:

Various prices provided by Bidders in the tables mentioned in **Annexure J1**, shall be used to find the average replacement Of De-Icer Boots that AAAL would be outsourcing for one aircraft.

- a. **Normalization of TAT:** AAAL expects the shop-in shop-out TAT to be within 10 (Ten)-calendar days for complete replacement of De-Icer Boots. However, if Bidder(s) quote TAT more than 10 (Ten)-calendar days, cost of replacement of the respective component will be loaded 1% per day for each day exceeding 10 (Ten) calendar days.

For instance, if Bidder(s) quote TAT of 20 days, AAAL will load the respective component replacement of De-Icer boot cost with 10% and the loaded cost will be considered for Commercial evaluation.

- b. Cost (A) to Cost (Q) per Table below (To be taken from the response received from the Bidders as per Annexure J1, table 1)

Ref :- AAAL/MRO-LEB/ED-A24/023

Dated: 12 Jan 2024

Table 1

Replacement of De-Icer Boot						
Fig (A) Annexure -N	Nomenclature/ Description	Position	Zone	Part No	Firm fixed price (FFP) for 1st & 2nd year	Cost
90	Leading Edge INST – 1ST END wing LH	RIB25-31	Z516			A
100	Leading Edge INST – 1ST END wing RH	RIB25-31	Z616			B
70	Leading Edge INST – 2ND END wing LH	RIB21-25	Z515			C
80	Leading Edge INST – 2ND END wing RH	RIB21-25	Z615			D
30	Leading Edge INST – Central Wing LH	RIB13-19	Z513			E
40	Leading Edge INST – Central Wing RH	RIB13-19	Z613			F
10	Leading Edge INST – Inner Wing LH	RIB4-10	Z511-Z512			G
20	Leading Edge INST – Inner Wing RH	RIB4-10	Z611-Z612			H
50	Metal Leading Edge – INST-LH	RIB19-21	Z514			I
60	Metal Leading Edge – INST-RH	RIB19-21	Z614			J
110	Leading Edge INSTL– Horizontal Stabilizer (LH)	-	LH			K
120	Leading Edge INSTL– Horizontal Stabilizer (RH)	-	RH			L
130	Leading Edge INSTL– Fin	-				M
140	Leading Edge INSTL– Fin Extension	-				N
Fig (B) Annexure-N	Leading Edge ASSY– Air In-take	Engine Air Intake				O
Fig (C) Annexure-N	Duct Assembly (Gas path Lower + Gas path Upper)	Engine Air Inlet Duct				P
Fig (D) Annexure-N	Radiator, Conduit, Upper De-Icer Boot	Radiator, Conduit				Q

T1 = Sum of [Cost (A) to Cost (Q)]

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- c. Cost (i) to Cost (xvii) per Table below (To be taken from the response received from the Bidders as per Annexure J1, table 2)

Table 2

Standard Exchange of Assemblies						
Fig (A) Annexure- N	Nomenclature/ Description	Position	Zone	Part No	Firm Fixed Price (FFP) for 1ST & 2ND year	Cost
90	Leading Edge INST – 1ST END wing LH	RIB25-31	Z516			(i)
100	Leading Edge INST – 1ST END wing RH	RIB25-31	Z616			(ii)
70	Leading Edge INST – 2ND END wing LH	RIB21-25	Z515			(iii)
80	Leading Edge INST – 2ND END wing RH	RIB21-25	Z615			(iv)
30	Leading Edge INST – Central Wing LH	RIB13-19	Z513			(v)
40	Leading Edge INST – Central Wing RH	RIB13-19	Z613			(vi)
10	Leading Edge INST – Inner Wing LH	RIB4-10	Z511-Z512			(vii)
20	Leading Edge INST – Inner Wing RH	RIB4-10	Z611-Z612			(viii)
50	Metal Leading Edge – INST-LH	RIB19-21	Z514			(ix)
60	Metal Leading Edge – INST-RH	RIB19-21	Z614			(x)
110	Leading Edge INSTL– Horizontal Stabilizer (LH)	-	LH			(xi)
120	Leading Edge INSTL– Horizontal Stabilizer (RH)	-	RH			(xii)
130	Leading Edge INSTL– Fin	-				(xiii)
140	Leading Edge INSTL– Fin Extension	-				(xiv)
Fig (B) Annexure-N	Leading Edge ASSY– Air In-take	Engine Air Intake				(xv)
Fig (C) Annexure-N	Duct Assembly (Gas path Lower + Gas path Upper)	Engine Air Inlet Duct				(xvi)
Fig (D) Annexure-N	Radiator, Conduit, Upper De-Icer Boot	Radiator, Conduit				(xvii)

T2 = Sum of [Cost (i) to Cost (xvii)]

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- d. The total average cost “T” replacement of De-Icer Boots or exchange of serviceable Assemblies per aircraft shall be derived after adding all cost T1 & T2 i.e.

$$T = \frac{T1 + T2}{2}$$

- e. The Bidder with the lowest value for Total “T” shall be DECLARED as “L1” and subsequently “L2”, “L3” so on.

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Annexure N

Aircraft - Illustrated Part Catalogue

Aircraft Effectivity Table

S.No	Airline	Customer fleet serial number	ATR Model	MSN	Registration
3.	ALX	ALX 051	ATR 72-212A (Version "600")	1197	VT-AII
2.	ALX	ALX 052		1226	VT-AIT
3.	ALX	ALX 053		1246	VT-AIU
4.	ALX	ALX 054		1252	VT-AIV
5.	ALX	ALX 055		1272	VT-AIW
6.	ALX	ALX 056		1268	VT-AIX
7.	ALX	ALX 057		1273	VT-AIY
8.	ALX	ALX 058		1279	VT-AIZ
9.	ALX	ALX 059		1381	VT-RKC
10.	ALX	ALX 060		1383	VT-RKD
11.	ALX	ALX 061		1421	VT-RKE
12.	ALX	ALX 062		1423	VT-RKF
13.	ALX	ALX 063		1427	VT-RKG
14.	ALX	ALX 064		1434	VT-RKH
15.	ALX	ALX 065		1439	VT-RKJ
16.	ALX	ALX 066		1445	VT-RKK
17.	ALX	ALX 067		1456	VT-RKL
18.	ALX	ALX 068		1463	VT-RKM
19.	ALX	-	ATR42-500 (Version "600")	1608	VT-UDA
20.	ALX	-		1609	VT-UDB

Figure A

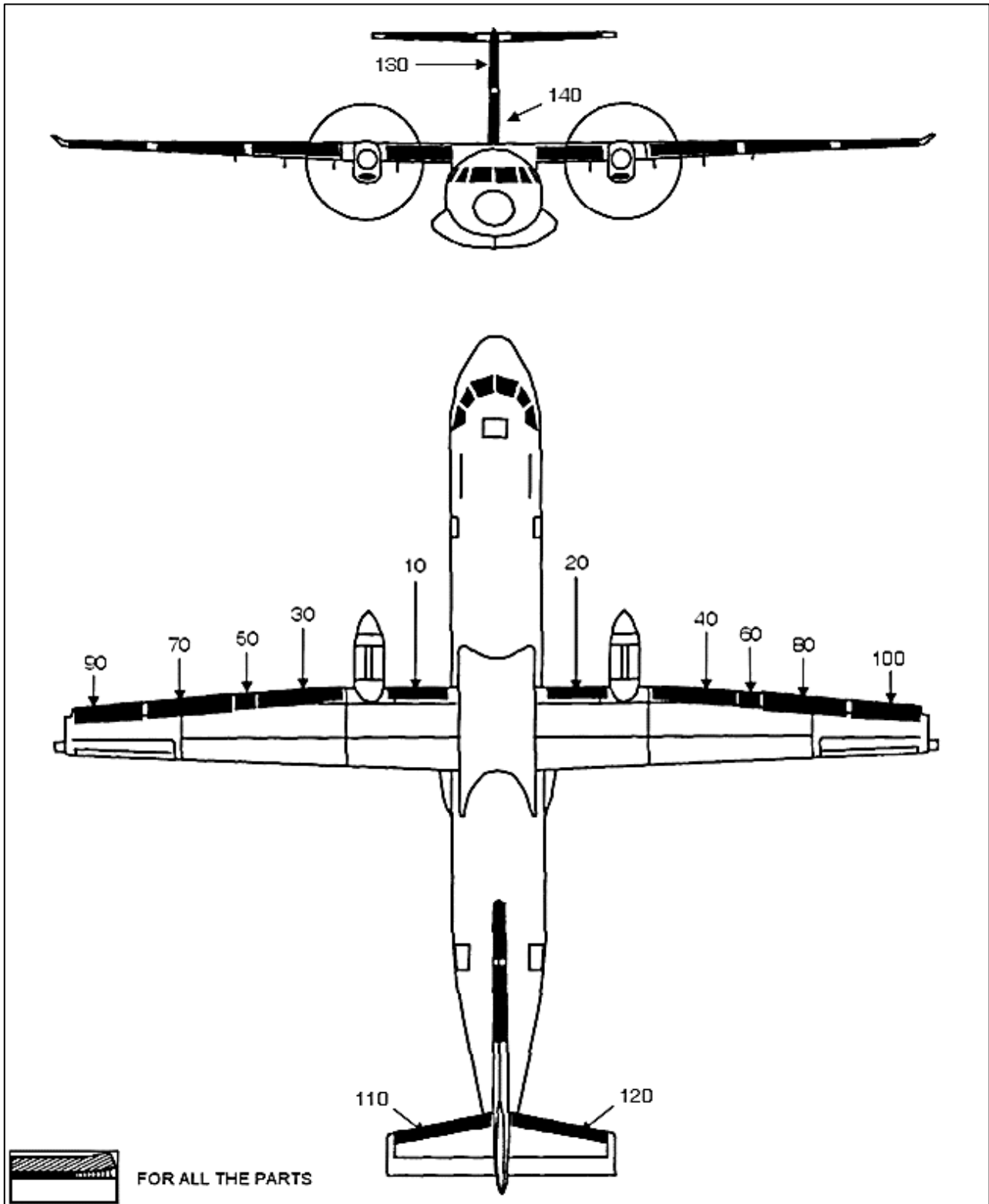


Figure B

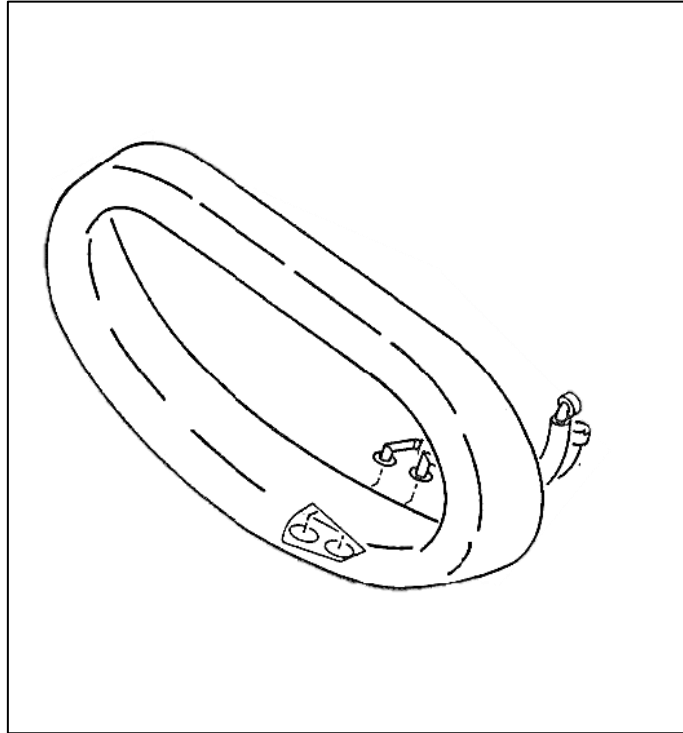


Figure C

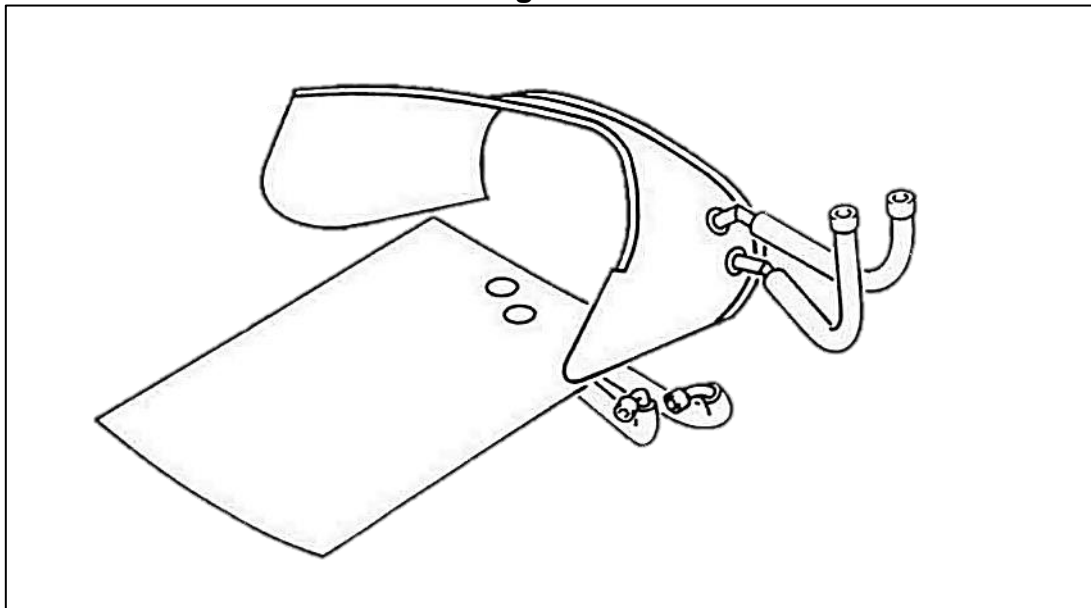
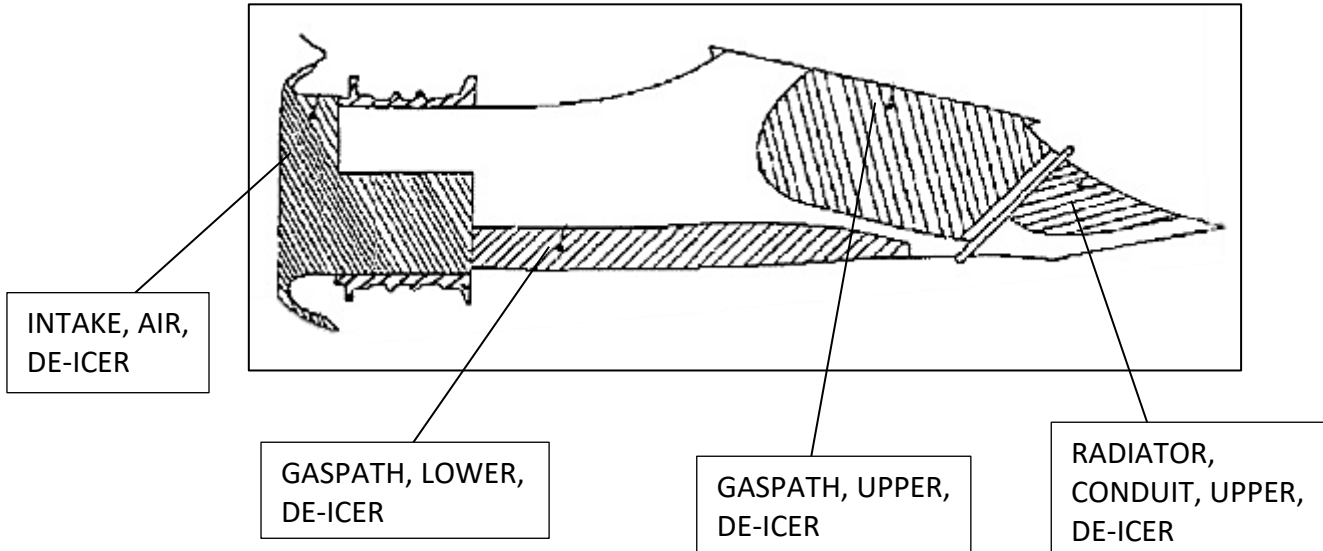


Figure D



Ref :- AAAL/MRO-LEB/ED-A24/023

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Annexure O

(To be submitted on the Bidder's Letterhead)

Bid Security Declaration Form

Date: _____

Tender No:- AAAL/MRO-LEB/ED-A24/023

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, 2024.

Corporate seal of the bidder

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Dated: 12 Jan 2024

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