DISCLAIMER

1. The information contained in this tender document (hereinafter referred to as the "Tender") or and any information pertaining to the aforesaid subject matter provided subsequently to the applicants/bidders in any form by ALLIANCE AIR AVIATION LIMITED (hereinafter referred to as "AAAL") shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AAAL prior to award of the tender.

2. 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 (hereinafter referred to as "BID(S)") in response to this tender. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AAAL do not purport to contain exhaustive/all the information on the aforesaid subject matter that each applicant may require for the purpose of submitting their bids.

3. 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 no cost to AAAL.

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

5. AAAL also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance by any applicant/bidder upon the statements contained in this tender.

6. AAAL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender, from time to time till close date of tender.

7. The tender does not imply that AAAL is bound to select a bidder or to appoint the selected bidder, as the case may be, and AAAL reserves the right to reject all or any of the bids without assigning any reason whatsoever at any time.

8. The bidder shall bear all its costs associated with or relating to the preparation & submission of its bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AAAL or any other costs incurred in connection with or relating to is bids. All such costs and expenses shall remain with the bidder and AAAL shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation for submission of the bid, regardless of the conduct or outcome of the bid selection process as contained herein.

INSTRUCTION TO BIDDERS

1. Alliance Air Aviation Limited (AAAL)-Alliance Air is a <u>100% wholly owned subsidiary</u> of Air India Assets Holding Ltd., fully owned by the Government of India under administrative control of Ministry of Civil Aviation and currently operates a fleet of ATR 72-600 aircraft inducted on lease with the brand "ALLIANCE AIR" and operates domestic flights within India.

2. AAAL is pleased to invite Bids under the SINGLE BID format for AAAL/IT/2022-23/248.

3. Site visit for inspection of unserviceable UPS module dated 06/10/2022 Prior to Financial Bid and inspection report also to be submitted.

4. Financial bid documents are to be enclosed in single envelope. Envelope containing Financial Bid to be super scribed with **FINANCIAL BID - AAAL/IT/2022-23/248** and the same to be deposited in tender box kept at the address appended below. Either in person or through Post/courier services. The envelope carrying quotes should either be sealed/closed/Glued. Opened/stapled envelopes will not be accepted. Opened/stapled envelopes containing quotes against subject tender will be out rightly rejected.

MaterialsDepartment Alliance Air, Alliance Bhawan IGI Aiport, Terminal 1 Palam, New Delhi -110037

4. Tender documents sent through Post or Courier will be at the risk of the tenderer and AAAL will not be responsible for any loss or non-receipt of the tender documents. Tenders received after due date/time will not be entertained/considered. If tender closing/opening date is declared a Holiday in AAAL, Delhi Office, the last date of submission/opening of the Bids will automatically stand extended to 15:00 Hrs of the next working day.

5. Last date & time for submission of Tender: **AAAL/IT/2022-23/248** latest by 3:00 PM, 7 Oct. 2022

6. Due date & time for opening of Financial Bid submitted: 7 Oct 2022 at 3:30 PM

7. Amendments, corrigendum, clarifications if any and any extensions of due date of opening of this tender will be intimated.

8. For any queries / clarifications w.r.t technicalities/Scope of supply w.r.t subject tender **Mr. Ajay Kotwal, Manager, IT&MIS Department**, **Alliance Air MOB No** +919568636695 (ajay.kotwal@allianceair.in) may be contacted on any working day between 10 AM to 16:30 PM before Tech bid opening date and time.

9. It is further clarified that any individual signing the tender or other documents in connection with the tender must certify whether he 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.
- Director if it is a One Person Company.
- Constituted attorney of the firm, if it is a Company.
- Authorized signatory of the firm.

10. Financial quotes should be filled in prescribed format (as per Chapter – 4 to subject tender document) duly signed and stamped and prices be clearly written/ typed both in words and figures without any overwriting. Corrections & overwriting, if any, should be counter signed by the tenderer. If there exists any doubt with respect to the price mentioned the price mentioned in words will be taken as the final quote.

11. Tenderers are advised to study the tender document carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

13. Conditional bids would not be accepted, and are liable to be rejected.

14. In the event of default in supply of materials, AAAL reserves the right to cancel the contract order entered into, and also will initiate claims against damages from the

successful tenderer, and also AAAL reserves the right to award the contract to another vendor at the cost and risk of the successful tenderer.

15. The firm should be mandatorily registered with GSTN and should hold GSTN number for invoicing.

16. The cancellation of tender solely vest with AAAL, and tender can be scrapped before offering of Service order/LOI/Contractual Agreement to L1 vendor or at any time as deemed to be fit by AAAL before service order/contractual agreement is handed over to vendor without any prior notice and the same will be notified at a later stage after decision is implemented.

17. The bid opening date will be extended to new date if required number of minimum participants doesn't respond to the published bid or as deemed to be fit by the tender convening authority or AAAL Competent authority, as per material rules & regulations of AAAL. The extended date of bid opening will be notified to the bid participants.

18. L1 Vendor is to transfer price advantage on supplies being provided to AAAL arising due to any reduction in applicable taxes for supplies being rendered.

19. All pages of the tender document to be signed by vendor signing the financial quotes and thus signed tender document along with financial quotes to be submitted while submitting the Bids as per format.

20. The Scope of supplies that are to be rendered should be as per details mentioned in tender document that is being circulated and against which the bids are to be furnished.

21. On tender opening date vendors/representatives of vendors who have submitted bids against subject tender are welcome to witness the event. The participant should hold valid authorisation letter/valid Identity card issued by the company.

22 If a firm quotes NIL charge/consideration in the bid submitted against subject tender enquiry, the bid shall be treated as unresponsive and will not be considered.

23. All quotations to be submitted only in INR.

24. Conditional discounts, if any shall not be given any consideration for L1 Purpose

25. Tenders should be duly signed and stamped on every page by an authorised signatory of the tenderer.

26. The price quoted should be clearly typed /written in figures and words, free from corrections or overwriting. Corrections, if any, must be authenticated by the full signature of the person who has signed the quotation/bid. If there exists any variation in figures and words, amount mentioned in words will be considered as final.

27. **GROUNDS FOR REJECTION OF BIDS**

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

27.1 If the tender has been received after the closing date/time of the tender.27.2 If the tender has not been signed by the authorized signatory of the tenderer.

28. Price bids of only those tenderers, who have inspected the unserviceable UPS modules would be opened, and accordingly such tenderers would be intimated in advance of the date of opening of the price bids by E-MAIL and, or by telephone.

29. FORCE MAJUERE CLAUSE:

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods/services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

e. If the impossibility of complete or partial performance of an obligation lasts for more than 2 (two) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods/services received.

Work-scope

- 1. Inspection of three modules in two Power one UPS at Alliance Bhawan Building.
 - 1.1 UPS no. 1 02 Module (To be inspected)
 - 1.2 UPS no. 2 01 Module (To be inspected)
- 2. Vendor should inspect prior to quoting for it.
- 3. Cost should be net cost including all component without any hidden cost
- 4. 03 month warranty after repair of modules.
 - **Note** Site visit for inspection of unserviceable UPS module dated 06/10/2022 Prior to Financial Bid and inspection report also to be submitted.

COMMERCIAL BID FORMAT

COMMERCIAL BID TO BE SUBMITTED ON VENDOR'S LETTER HEAD

SL NO	DESCRIPTION OF UPS	QTY	UNIT RATE GST)	(EXCL OF	TOTAL AMOUNT EXCL OF GST
1					