
Alliance Air Aviation Ltd.

Alliance Bhawan, Domestic Terminal 1,
Indira Gandhi International Airport, New
Delhi-110037, Delhi, India

TENDER DOCUMENT

TENDER NO: AAAL/Dornier-MRO/Engg/D25/125 Dtd: 30/05/2025

**Tender for Selection of DGCA approved MRO Service Provider for Two (2) Dornier
Aircraft at Guwahati**

Bid submission date: 30/05/2025 at 12:00 Hrs.
Technical Bid Opening date: 30/05/2025 at 15:00 Hrs.

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DISCLAIMER

The information contained in this tender document (hereinafter referred to as the “**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**”) 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 AAAL.

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 all/exhaustive information on the aforesaid subject matter that each applicant may require for the purposes of submitting their Bids.

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

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

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

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

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

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

SECTION I

A. INTRODUCTION

Alliance Air Aviation Limited (herein after referred as “AAAL” and “Alliance Air Aviation Limited.”), invites bids UNDER Single stage TWO BID SYSTEM from eligible bidders (here in after referred as “Bidder” or “Tenderers”) meeting the [Bid Evaluation Criteria \(refer Section III of Tender document\)](#) specified in this Tender document, for Selection of DGCA approved MRO Service Provider for Two(2) Dornier Aircraft at Guwahati in complete accordance with this Tender.

MRO services for Dornier Aircraft as stipulated in Section IV of this tender document.

The Materials, tools & Equipment, required for **MRO services for Dornier Aircraft** need to be provided by the Service Provider at his cost.

LOCATIONS TO BE SERVED:

Guwahati and any other station as when added shall be covered.

B. DEFINITIONS

- i. "AAAL" as used in the Tender shall mean Alliance Air Aviation Limited.
- ii. "Bidder", "Tenderer" and/or "Service Provider" as used in the Tender shall mean the bidder who has signed the Tender and submitted a Bid in response (i.e. the 'Technical Bid' and 'Price Bid') to the Tender.
- iii. "Successful Bidder/ Tenderer" shall mean the Bidder who has been adjudged as the L-1 Bidder and has been awarded the Contract by Alliance Air Aviation Limited.
- iv. "Contract" shall mean the agreement entered into between AAAL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned herein.
- v. "Company" shall mean AAAL and its assignees and successors.
- vi. "Services" shall mean the services to be provided by the Successful Bidder as mentioned in this Tender.
- vii. "L-1 Bidder" means qualified Bidder with lowest quote.
- viii. "AMM" means Aircraft Maintenance Manual
- ix. "ARC" means Airworthiness Review Certificate.
- x. "Certificate of Airworthiness" means the certificate of airworthiness as issued by the Regulatory Authority.
- xi. "COSL" means Component Operating and Storage Limitations
- xii. "DGCA" mean Directorate General of Civil Aviation
- xiii. "DEL" means Delhi / New Delhi
- xiv. "Dornier aircraft" means DO 228 aircraft fitted with Honeywell TPE331-10GP-511D
- xv. "ESDS" means Electrostatic discharge sensitive
- xvi. "EI" means Engineering Instruction
- xvii. "EGPWS" means Enhanced Ground Proximity Warning System
- xviii. "EHSI" means Electronic Horizontal Situation Indicators
- xix. "FOC" means Free of Cost "FH" means Flight Hours
- xx. "HAL" means Hindustan Aeronautics Limited

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- xxi. "KIAS" means Knots Indicated Airspeed
 - xxii. "LOI" means Letter of Intent
 - xxiii. "LDG" means Landings
 - xxiv. "M" means Month
 - xxv. "MCC" means Maintenance Control Center
 - xxvi. "MRO" means Maintenance repair and overhaul
 - xxvii. "MPD" means Maintenance Planning Document
 - xxviii. "NDT" means Non Destructive Testing
 - xxix. "NRC" means Non Routine Card
 - xxx. "OEM" means Original Equipment Manufacturer.
 - xxxi. "SB" means Service Bulletin
 - xxxii. "SRM" means Structural Repair Manual
 - xxxiii. "SOAP" means Spectrometric Oil Analysis Program
 - xxxiv. "TBO" means Time between overhaul
 - xxxv. "TLMCM" means Time Limits / Maintenance Checks manual

C. SUMMARY OF BIDDING INFORMATION

- I. Name of work:** Tender for Selection of DGCA approved MRO Service Provider for Two (2) Dornier Aircraft at Guwahati.
- II. Earnest Money Deposit (“EMD”):** Rs. 2 Lakhs (Rupees Two Lakhs Only)
- III. Contract period:** Two years from the date of commencement after award of Contract Work Order as detailed in the Tender document with a provision for up to two year extension on same rates, terms & conditions.
- IV. Estimated Contract Value (For 03 years) = Rs. 65000000/-** (Rupees six Crores fifty lakhs Only)
- V. Date & time of Pr bid meeting:** 23/05/2025 at 15:00 hrs.(IST)
- VI. Venue of Pre Bid meeting:** Office of Senior Executive Engineering Alliance Bhawan, New Delhi-110037 through video conference link will be shared after expression of interest to attend
- VII. Due date & time for bid submission (“Due Date/Time”):** Up to 30/05/2025, 12:00 Hrs. (IST)
- VIII. Technical bid opening date & time:** 30/05/2025 at 1500 hrs. (IST)
- IX. Tender fee (bidding document fee) :** NIL
- X. Performance Security Deposit / Bank Guarantee :** 5% of the Contract Value
- XI. Validity of bids up to:** 120 days from the date of bid opening of Technical Bids.
- XII. Clarifications if any sought by the said Bidders shall be sent (in the form of a brief summary) through mails to:**
 - a.** Mr. Dipankar Roy, CAM, cam@allianceair.in
 - b.** Mr. Rishikant, Head of PPC, head.ppc@allianceair.in
 - c.** Mr. Kundan Keshri, Engineer, kundan.keshri@allianceair.in

If any of the days specified above happens to be a holiday in AAAL, the next working day shall be implied.

SECTION II

TERMS AND CONDITIONS GOVERNING THE BID

The terms and conditions under which the Bid shall be governed are as follows:

1. "AAAL" as used in the Tender document means 'Alliance Air Aviation Limited'.
2. "AAAL" may delegate the day to day administration of this Tender to persons, designated by it, in AAAL.
3. The Service Provider having franchisee / sister concern arrangement can offer only one quote on behalf of all concerns under that arrangement. If the Bidder is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the AAAL for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the AAAL.
4. The "Tenderer", "Bidder", "Service Provider", "Handler" and / or "Party", as used in the Tender document, shall mean the one who has signed the Tender Form and submitted the quotation in response to this Tender for Selection of DGCA approved MRO Service Provider for Two (2) Dornier Aircraft at Guwahati
5. The Tender shall mean the present tender issued by AAAL for Tender No. AAAL/MRO for DORNIER- **AAAL/Dornier-MRO/Engg/D25/125** for Tender for Selection of DGCA approved MRO Service Provider for Two (2) Dornier Aircraft at Guwahati as mentioned herein.
6. It is further clarified that any individual signing the TENDER or other documents in connection with the Tender must certify whether they signs it as:
 - a. A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
 - b. A partner of the firm - if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender shall be signed by all the Partners.
 - c. Constituted attorney of the firm, if it is a Company.
 - d. Authorized signatory of the firm.
 - e. The designated lead party in case of joint venture, consortium, or association.
7. The near relatives of employees of AAAL are prohibited from participation in this Tender. Near relatives are defined as:
Members of Hindu undivided family.
 - a. Their husband or wife
 - b. 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.
8. Any company blacklisted by AAAL or its subsidiaries is prohibited from participating in this Tender.

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9. The intending Tenderer shall visit the site at their own cost and make them thoroughly acquainted with all the information necessary including contingencies, risks and other information so as to enable them to prepare a proper offer against this Tender.
 10. The Bid shall be prepared by the “Sole Bidder” and shall submit as per the instructions given in submission of bids clause no.18 of this section of the tender. AAAL reserves the right to reject offers made by intermediaries/ representatives.
 11. All Bids received against this tender, from bidders who submit their Bid based on Tender document, shall be evaluated as per the Bid Evaluation Criteria-Technical / price provisions of Tender document.
 12. Submissions of Tender form do not necessarily mean that the Tenderer is an eligible Party.

13. ZERO DEVIATION

Bidder is advised to quote strictly as per terms and conditions of Tender document and not to stipulate any deviation/exceptions. This is a zero deviation Tender. If at all any conditions are stipulated, the Bids will be summarily rejected.

Bidder to note that taking deviation from any of the following clause of Tender document shall lead to rejection of their Bids; i.e., the following terms are non-negotiable:

- a) EMD
- b) Award criteria as provided in this Tender
- c) Scope of Work
- d) Special Conditions of Contract
- e) Service Delivery Schedule
- f) Period of validity of Bid
- g) Performance Bank Guarantee/ Security Deposit
- h) Guarantee of work / Services / equipment
- i) Service Level Agreement which shall be provided to Successful Bidder
- j) Arbitration / Resolution of Dispute
- k) Force Majeure
- l) Confidentiality clause
- m) Statutory Compliance of Applicable Laws
- n) All the pages of the Tender document must be mandatorily signed and stamped by the

authorised signatory and along with the supporting documents as asked in the Technical Bid.

- o) All documents in support of the Tender must be submitted in accordance with the checklist as per [“Sub-section A of Section III” \(Technical Bid\)](#).
- p) Any other condition specifically mentioned in the Tender documents elsewhere, non-compliance of such clause shall lead to rejection of the Bid.

14. PRE BID MEETING

- a. The purpose of the pre bid meeting shall be to clarify issues and to answer questions on any matter that may be raised at that stage.
- b. All parties attending the pr bid meeting will be given a walk around of the facility.
- c. Text of the questions raised and the responses given, together with any responses prepared after the pre bid meeting, shall be transmitted without delay (without identifying the sources of the question) to all participants to the Pr Bid meeting as well sent by email. Any modification of the bidding documents listed in Tender that may become necessary as a result of the pr bid meeting shall be made by the AAAL exclusively through the issue of an Addendum / Corrigendum separately and sent by email / AAAL’s website.
- d. Non-attendance of the pr bid meeting shall not be a cause for disqualification of a Bidder. Addendum and/or Corrigendum, if any, to the Tender document, shall be sent to all subsequent to the pr bid meet which shall be referred and taken into consideration by the parties.
- e. Interested Bidders who desire to participate the pr bid meeting shall intimate within two days in advance of the said meeting, the name of the representative, his/her designation and contact number so that necessary arrangements can be made. The details shall be forwarded to kundan.keshri@allianceair.in with clear mention of the subject as **“Tender for Selection of DGCA approved MRO Service Provider for Two (2) Dornier Aircraft at Guwahati”**. Such representative, one only, for each party shall carry an authorised letter to that effect on the company letter head from the authorised signatory for the company as per the format defined in [Annexure 4 for “LETTER OF AUTHORIZATION FOR ATTENDING PRE BID MEETING”](#) as well as identity card on the pre bid meet date to gain entry into Alliance Bhawan, Delhi premises.
- f. The prebid video conference link shall also be shared to parties showing interest to participate for which they may provide their request by mail to Mr Kundan Keshri on email id Kundan.keshri@allianceair.in.
- g. Date of pre bid meeting is 23/05/2025 at 1500 hrs IST

15. EARNEST MONEY DEPOSIT:

The Tenderer shall furnish along with Technical Bid, Earnest Money (Refundable) of ₹2,00,000/- (Rupees Two Lakhs) only in the form of ONLINE PAYMENT **through RTGS/ NEFT** in favour of “Alliance Air Aviation Limited” (Account No.: finance to provide the details), payable at Delhi. EMD in any mode other than online shall be out rightly rejected.

- a. Tenders without EMD / lesser EMD shall be summarily rejected (other than parties meeting the exemption criteria mentioned in following clause).
- b. The firms registered with NSIC / SSI (under its Single Point Registration Scheme) / Udyog Aadhar (MSME) shall be exempted from the payment of earnest money deposit provided they are registered for the service they intend to quote against AIL tender, provided attested copy of Certificate of Registration with NSIC / SSI / Udyog Aadhar is submitted. The Government departments / PSUs shall also be **exempted from the payment of earnest money**.
- c. EMD so deposited shall not carry any interest.
- d. EMD of a bidder would be **forfeited** in the following circumstances:
 - i. If the bidder withdraws or amends its tender, impairs or derogates from the bid in any respect within the period of validity of its bid;
 - ii. Or If it comes to notice that the information / documents furnished by bidder in its bid is false, misleading or forged;
 - iii. Or If the bidder fails to furnish requisite performance security / Performance Bank Guarantee within stipulated time;
 - iv. Or if the bidder declines to accept or honour the Contract if awarded or fails to abide by any terms of the Tender / fails to commence the work within stipulated time.
- e. In case of successful bidders:
 - i. EMD of the successful bidder shall be refunded without any interest whatsoever, within 15 days after the receipt of Security Deposit / Performance Bank Guarantee.
 - ii. EMD of the successful bidder can be adjusted **against** Security Deposit / Performance Guarantee **and difference, if any, shall be paid to the other by either party**.
- f. Unsuccessful tenderer of Price bid shall be refunded without interest, within a month after finalization of the Tender and acceptance of the LOI /Contract Work Order by the successful tenderer.

16. PERFORMANCE SECURITY DEPOSIT / BANK GUARANTEE:

- a. The Successful Bidder will have to deposit with AAAL a performance security deposit in the form of Performance Bank Guarantee (PBG) of **5% (5 percentage) of contract value**, valid for 60 days beyond the date of completion of all contractual obligations. In case of any extension of contract obligation period, the service provider shall be liable to suitably extend the validity of the Performance Security beyond the extended period.
- b. Such Performance Bank Guarantee, in prescribed format, from a scheduled commercial bank must be submitted by the service provider to the AAAL **within 5 days** of notification of acceptance of bid and communication of contract no.
- c. The formal contract will be issued only after receipt of on-line confirmation of PBG from the issuing bank to the advising bank selected by the AAAL.
- d. If the service provider duly performs and completes the contract in all respects, then AAAL shall refund the Performance Security to the Service Provider within 30 days of completion of all contractual obligations by the Service Provider.
- e. In case, the said performance security deposit is not deposited within the stipulated time, or it is not maintained on the said level throughout the contract period, the security Deposit shall be recovered from contractor's first bill / subsequent bills.
- f. In case if the Successful Bidder fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the AAAL to forfeit either in whole or in part, the Performance Security furnished by the Successful Bidder.
- g. The cost of execution of Bank Guarantee would be borne by the Successful Bidder.

- 17.** Bidder(s) are advised to quote strictly as per the terms and conditions of the Tender documents and not to stipulate any deviations / exceptions / inclusions. Once quoted, the Bidder shall not make any subsequent price change after due date and time of submission of Bid. Price changes through any other mode shall render the offer liable for rejection and if indicated with the word negotiable shall also be summarily rejected.

18. SUBMISSION OF BIDS

Bidders should submit their Bids in the prescribed formats in separate envelopes:

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

- (a) Technical Bid &
- (b) Financial Bid

as per following details:

❖ **Envelope– 1 (Technical Bid):**

The Envelope 1 containing the Technical Bid, should be submitted separately in a sealed/closed envelope super scribing “**Technical Bid for Tender No: AAAL/Dornier-MRO/Engg/D25/125 for “Tender for Selection of DGCA approved MRO Service Provider for Two (2) Dornier Aircraft at Guwahati.”** This envelope must contain duly filled in Technical Bid Form (SECTION III) supported with duly signed relevant documents for evidence, duly filled in Annexure C & C1 with proof, duly signed copies of as per Annexure’s and duly filled in and signed bid security declaration form as per Annexure G. The Bidders are required to submit the supporting documents for eligibility criteria, compliance, and confirmation to undertake the required work-scope and provide complete detailed information about itself duly supported by related documentation with its Technical Bid.

❖ **Envelope– 2 (Financial Bid):**

The duly filled and signed Financial Bid, as per Annexure ‘D’, should be submitted separately in another sealed/closed envelope to be super scribed with “**Financial Bid Part - B, Tender No. AAAL/Dornier-MRO/Engg/D25/125 “Tender for Selection of DGCA approved MRO Service Provider for Two (2) Dornier Aircraft at Guwahati”**”. This envelope must contain duly filled Financial Bid Form as per Annexure’s and to be sealed / closed. The words “**Financial Bid not to be opened with Technical Bid**” should also be super-scribed on the envelope. The Financial Bid must be signed by the authorized signatory of the Bidder and company stamp shall be duly affixed on each page. The name of the Bidder, mailing address, contact no., fax, mail-id and the item(s) for which the Bid has been submitted should also be mentioned on Envelop 2. The prices should be clearly written/typed both in words and figures without any overwriting. In case of any discrepancy, the amount written in words shall be considered a final for the purpose of evaluation of the Financial Bid.

Further, the Technical and the Financial Bid must be submitted in a hard bound form (hard bound implies binding between two covers through stitching or otherwise, whereby it may not be possible to replace any paper without disturbing the documents), shall be serially numbered, signed and stamped on each page by the authorized signatory along with supporting documents, as an index of submissions. The individual signing the Tender or other documents in connection with the Tender must certify the capacity in and / or authority in which they are signing the Bid. In addition to this, all the other instructions as detailed herein below, about Bid submission are to be followed.

❖ **Envelope 3 (Master Envelope):**

Both the above sealed/closed envelopes i.e. the sealed/Closed envelope for Technical Bid and sealed/closed envelope for Financial Bid, should further be enclosed in a sealed/closed master envelope super scribed “**Tender no. AAAL/Dornier-MRO/Engg/D25/125, Tender for Selection of DGCA approved MRO Service Provider for Two (2) Dornier Aircraft at Guwahati”** and with superscription: “**NOT TO BE OPENED BEFORE..... (Bidders to mention Due Date and Time in the blank space)**”. This Master Envelope must contain duly sealed two envelopes i.e. (i) Technical Bid Part – A (ii) Financial Bid Part – B and the said Master Envelope be sealed/closed. The Master Envelope should carry the complete name and address of the Bidder along with the telephone, fax and mail address and the same shall be addressed to:

**MMD Department,
Materials Department,
Alliance Air, Alliance Bhawan,
IGI Airport, Terminal 1,
Palam, New Delhi – 110037**

- 20 AAAL shall not have any liability to bidders for any interruption or delay in access to the website irrespective of the cause.
- 21 If Tender opening date is declared a Holiday by Delhi Office of AAAL, the last date of opening of the Bids shall automatically stand extended to 1530 Hours of the next working date.
- 22 All Bidders are required to submit the supporting documents along with the Tender copy duly signed and stamped by an authorized representative of the Tenderer. In the event of any document not being submitted, please note AAAL shall not seek confirmations/ clarifications/documents or explanations. Any Bid that is not in line with conditions/requirements specified in the Tender shall be liable for rejection. Bidders are requested to go through all the clauses of this Tender carefully and then submit the documents / confirmations strictly as per the check list enclosed in the Tender document.
- 23 AAAL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever.
- 24 Price and Purchase preference is allowed only to MSE units which are registered under UDYAM, and START-UP units registered with DIPP as admissible under the prevailing policy of Govt. of India, provided they are **registered for the services that they intend to quote for** and provide against the concerned AAAL Tender.
 - a. The registration certificate issued from any one of the above agencies must be valid as on close date of the tender opening. The successful Bidder should ensure that the same is valid till the end of the Contract period.
 - b. The MSEs who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the Tender, are not eligible for preference.
- 25 The following requirements shall be strictly complied with by the Tenderer:
 - a. Tenderer shall initial all the corrections if any, before the submission of the Tender documents. In case of any discrepancy and unsigned corrected entry in the Tender document, AAAL shall reject the tender outright.
 - b. Tenderer shall number, sign and stamp all pages of the Tender document and all the enclosures accompanying the Tender document before submission of the Tender. If not, their Bids shall be rejected.
 - c. The Tender shall be accompanied by a certified true copy of the power of attorney.

- d. These Tender documents with Annexures / enclosures are to be submitted along with Technical Bid excluding [Annexure 1 \(Proforma for Price Bid\)](#) which is to be submitted/uploaded separately.
- e. The Bidders shall ensure that the Technical Bid should not contain any information relating to the Price Bid, however, the Bidders are required to enclose along with the Technical Bid, a blank copy of [“Annexure 1” i.e. Proforma for Price Bid](#), duly crossed & signed as a confirmation that they have quoted the rates in the ‘Price Bid’ format exactly as per Annexure 1 hereto.
- f. Under the Price Bid, the Bidders are required to inform AAAL about the detailed price structure, which should be inclusive of all taxes, levies, etc. except GST. The format of the said price structure is enclosed at Annexure ‘1’ hereto. The Price Bid shall contain the price details only. The Price Bid shall not contain any further technical details apart from whatever is offered in the Technical Bid. In the event, that the Bidder provides details apart from the price details as required under the Price Bid, AAAL reserves the right to reject the said Bid.

26 Opening of Bids

26.1 The Bids received will be opened **on 30/05/2025 at 1500 HRS (IST)**.

- 26.2 On the date of opening of Tender only the Technical Bids will be opened. The Price Bids of only those Bidders who are qualified after the evaluation of Technical Bids would be opened. Date of opening of Price Bid will be intimated to such qualified Bidders. The lowest evaluated Price Bid i.e. the L-1 Bidder, would be adjudged as the Successful Bidder to whom the Contract would be awarded.

- 27 **Term of the Proposed Contract:** The period of Contract shall be for 03 (Three) years from the date of execution of the Contract (the “Contract Period” or “Term”). AAAL reserves the right to extend the same for further period up to 02 (Two) years in its sole discretion on same terms and condition.

28 Amendments / Clarifications

Amendments, corrigendum, clarifications if any, and any extensions of the due date of opening of the Bids, as per the requirements of AAAL, will be intimated by hosting the notice on AAAL’s website (i.e. www.AAAL.in) and on GeM (Government Marketplace). 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.

1. Rejection of Bids (Technical Bid & Financial Bid):

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

- a. In case both the Technical Bid and the Financial Bid is not received in a sealed/closed envelope separately or are received in a single sealed/closed envelope or is received in an open condition.
- b. If the Technical Bid and/or the Financial Bid has been received after Due Date/ Time.

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- c. If only the Technical Bid has been received and the Financial Bid has not been received, and vice versa.
 - d. If the Technical Bid and/or the Financial Bid have been received by fax or email or in any form, other than the manner mentioned herein.
 - e. If the Technical Bid and/or the Price Bid have been received unsigned has not been signed by the authorized signatory of the Bidder.
 - f. If any Financial Bid or price information is mentioned in the Technical Bid.
 - g. If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or the submitted copies are illegible, or the material unexplained and/or Bids not received as per the desired formats & Bidding instructions.
 - h. In case of any variation, in the documents / data submitted by the Bidder in support of the Technical Bid, and in comparison with the original documents during technical evaluation, the Bids of such Bidder would be out-rightly rejected / disqualified during Technical evaluation of Tender and AAAL shall be entitled to claim damages and forfeit the EMD as genuine pre-estimate compensation and damages.
 - i. If the Bid response is not presented neatly and corrections, if any, are not duly authenticated with full authorized signatures of the person who has signed the Bid document.
 - j. If the price/rate indicated in the Financial Bid is conditional.
 - k. If the Financial Bid is not submitted in the format as per Annexure D.
 - l. In case the Bidder being an MSME unit as specified at Clause 16 of Annexure A, fails to submit a copy of the relevant MSME certificate along with the Technical Bid.
 - m. If the Bid has been received without the undertaking of acceptance of all terms and conditions.
 - n. In case of any variation with the original documents, if discovered during technical evaluation of in the documents / data submitted by the Bidder in support of the
 Technical Bid, the Bids of such Bidder(s) shall be out-rightly rejected and/or the Bidder shall stand disqualified during technical evaluation of Tender and AAAL shall be entitled to claim damages and forfeit the EMD as genuine pre-estimate compensation and damages.
 - o. Conditional Financial bids would not be accepted and are liable to be rejected.
 - p. If original copy of RC, insurance, fitness and permit as per Annexure C1 for vehicles (owned by the Bidder as on date of submission of Tender) along with other relevant documents/papers of eligibility criteria are not made available for inspection to AAAL on a specified date (to be intimated to the Bidder by AAAL in writing in due course) after opening of the Technical Bids.
 - q. The above list is only illustrative and there can be other relevant grounds of rejection of Bids.
 - r. AAAL, in its sole discretion and without incurring any obligation or liability, reserves the right at any time to:
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I /We agree to comply with all terms and conditions.

(Signature & Stamp of Bidder)

- i. Suspend and/or cancel the Bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms and conditions relating thereto;
- ii. Consult with any Bidder in order to receive clarification or further information;
- iii. retain any information and/ or evidence submitted to the AAAL by, on behalf of, and/ or in relation to any Bidder; and/ or
- iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- s. It shall be deemed that by submitting the Bid, the Bidder agrees and releases AAAL, its employees, agents and advisers, from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/or in connection with the Bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

29 QUERIES FROM THE TENDERER DURING BID EVALUATION

- a. In case if any clarification is required with regards to Tender, before the 30/05/2025 1200 hours by email to kundan.keshri@allianceair.in. Please ensure it carries the subject line "Tender for Selection of DGCA approved MRO Service Provider for Two (2) Dornier Aircraft at Guwahati,".
- b. During the process of the evaluation of Bids, no queries shall be entertained from the Tenderer with regard to the status of the evaluation. If required, the Tender Committee members of AAAL shall visit the premises of the Tenderer to verify all the originals of the supporting documents provided.

30 EXTENSION OF DUE DATE

The Due Date / Time of submission of Bid and opening of Technical Bids may be extended at any time, at the sole discretion of AAAL and shall be intimated by email / hosted on the website.

31 DUE / LAST DATE FOR SUBMISSION OF THE TENDER

'Last /Due Date/ Time for submission of Bid is up to 30/05/2025, 12:00 hrs (IST) through email as specified. **Date of opening of the Tender** at the above address on **30/05/2025, 15 00 hrs (IST)**, Bidders/ or authorised representative shall participate against carrying due identity proof or letter signed and stamped by the authorised signatory as mentioned in point 6 of the terms and conditions above of this Section of the Tender.

- 32 Tenderer shall give the official mailing address, and email ID to which all correspondences shall be sent by AAAL. Also if address is changed, the same shall be intimated to AAAL immediately.
- 33 The Tenderer shall submit its Price Bid quote including the rate and amounts in figures as well as in words. The language for filling Tender Documents shall be in English. The amount for each item shall be marked out with the requisite total.

I /We agree to comply with all terms and conditions. (Signature & Stamp of Bidder)

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- 34 When there is a difference between the rates in figures and in words, the rates which corresponds to, the amount worked out by the Tenderer, shall be taken correct
- a. When the amount of any item is not worked out by the Tenderer or it does not correspond to the rate written either in figure or in word, then the rate quoted by the Tenderer in words shall be taken as correct.
- b. When the rate quoted by the Tenderer in figures and in words tallies but the value is not worked out correctly, rate quoted by the Tenderer shall be taken as correct and not the value.
- c. All rates shall be quoted on the proper form of the Tender alone. Special care shall be taken to write the rates in figures as well as in words and the amounts in figures only. The total amounts shall be written in figure. In case of figures the words Rs. Shall be written before the figures of rupees and words paise after the decimal figures, e.g. Rs.4.32p and in case of words, the word Rupees shall precede and the word "Paise" shall be written closely following the amount and it shall not be written in the next line.

- 35 Any communication by one party to the other pursuant to the submissions to the Bid, shall be sent in writing to the address specified for that purpose in the Bid submissions

36 PRICE NEGOTIATIONS

As it is not the general norm for AAAL to carry out price negotiations following evaluation of the Price Bids, the Tenderers are advised to submit their best quotes in response to this Tender.

37 AWARD OF LOI, ACCEPTANCE, COMMENCEMENT AND SERVICE LEVEL AGREEMENT:

The award of Contract shall be subject to fulfillment (in addition to eligibility criteria and the Undertakings) of following conditions by the Tenderer: -

- 37.1 The Contract shall be awarded to the overall lowest bidder i.e., L1 party.
- 37.2 LOI will be issued to the successful Tenderer (L1) after evaluation of Price Bid.
- 37.3 Successful Tenderer has to submit all the supporting documents (like Performance Security Deposit/Bank Guarantee, Service Level Agreement, etc) to substantiate compliance of the formalities mentioned in the LOI within 15 days of acceptance of LOI.
- 37.4 Upon compliance of all the formalities, contract work order will be issued, and the successful tenderer shall start the work within 15 days of acceptance of contract order.
- 37.5 The Successful Tenderer shall be in possession of "The Material, tools and Equipment required for providing the MRO services for Dornier Aircraft at Guwahati" before commencement of the Services.
- 37.6 The Successful Tenderer before final commencement of services shall be required to establish that they have given adequate training to their personnel to carry out the MRO

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services for Dornier Aircraft at Guwahati without any liability to AAAL / with no charges.

37.7 The staff employed by the Tenderer for carrying out the subject work shall do so at the sole risk & responsibility of the Tenderer.

37.8 The Service Provider must ensure that payment of wages is made through ECS for which purpose all the personnel deployed by him should furnish their bank account number within 20 days after commencement of the contract or before submission of first invoice of the contract.

39. FRAUDULENT PRACTICES: AAAL requires that Bidders/contractors observe the highest standard of ethics during the bid and execution of contracts. In pursuance of this,

39.1 AAAL defines, for the purposes of this provision, the terms set forth below as follows:

- i. **"Corrupt practice"** means
 - a. offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process; or
 - b. save and except as permitted engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement / Work Order as the case may be any person in respect of any matter relating to the contract or the LOI or the Agreement /Work Order who at any time has been or is a legal, financial or technical advisor of the Company in relation to any matter concerning the Contract of anything of value to influence the action of a public official in the procurement process or in contract execution;
- ii. **"Fraudulent practice"** means a misrepresentation/omission/ suppression/disclosure of incomplete facts in order to influence the tendering process. Forging in order to influence a procurement process or the execution of a contract to the detriment of the AAAL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the AAAL of the benefits of free, fair and open competition.
- iii. **"Coercive Practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the tendering process.
- iv. **"Undesirable Practice"** means
 - a. establishing contact with any person connected with or employed or engaged by the Company with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the tendering process or
 - b. Having a conflict of interest.
- v. **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among bidders/prospective Service Providers with the objective of restricting or manipulating a full and fair competition in the Tendering Process.

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(Signature & Stamp of Bidder)

- 39.2 AAAL shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent and other practices mentioned above in competing for the contract in question.
- 39.3 AAAL shall declare a firm ineligible and put on holiday, either indefinitely or for a stated period of time if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.
- 39.4 AAAL shall rescind the Contract in case of successful Bidder with immediate effect adopting fraudulent/ forgery/ corrupt practices during the currency of the Contract.
- 39.5 Security deposit shall be forfeited in addition to putting such firms on holiday as mentioned above in sub clause 39.3.

40. ERRANT BIDDERS

In case after Price Bid opening the lowest evaluated Bidder (L1) is not awarded the job for any mistake committed by them in bidding or withdrawal of Bid or varying any term in regard thereof leading to re-tendering, such Bidders may be debarred from participation in any future tenders of AAAL for the period of 01 Year from the date of notification or period decided by AAAL at all locations.

41. Black listing conditions:

The Bidder shall be black listed from participating in any AAAL tenders for next six years in case:

- 41.1 Adopts fraudulent practices as cited above in clause 39 and against errant Bidders as specified in clause 40 above.
- 41.2 Withdraws after award of the LOI/ at any time during or after execution of the Contract and fails to commence within the specified stipulated period and perform the contractual obligations during the currency of the Contract.
- 41.3 Negative feedback from AIAHL (AI Asset Holding Ltd.) and/or its subsidiaries.

42. PRICE BID VALIDITY

The price bid offered by the party shall be valid for 120 days from the date of Technical Bid opening. Any Bid whose validity is less than 120 days shall be summarily rejected and such Tenderer shall not take further part in the tendering process.

43. NOTE:

- i) Tenders Bids received after the Due Date/Time of submission of Bids shall not be entertained under any circumstances.
- ii) In case of withdrawal of the Bid, the same has to be notified by the Bidder in GeM portal, not later than the date/time of opening of Bids.

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- iii) No Bid shall be modified/ withdrawn after the date/time of opening of Bids. Withdrawal/modification of a Bid after the date/time of opening of Bids shall result in the Bidders getting disqualified from participating in future tenders of AAAL for the period of one year from the date of notification.

SECTION III – TECHNICAL BID DOCUMENTS

Bid Evaluation Criteria-Technical (BEC-Technical)

For Bidders to become technically qualified, it is necessary and essential to meet out the following criteria, **failing any of which shall disqualify** the Bidder. **Necessary documentary proofs in respect of each of the following need to be enclosed as mentioned in the Technical Bid Checklist.**

1. The Bidder shall be a limited Company registered under Indian Companies Act, 1956 / 2013 or a partnership firm or a sole proprietorship firm or a private limited company duly registered under the concerned acts applicable for conducting business in India.
2. The Bidder shall have provided such maintenance, repair and overhaul on Dornier (DO-228 series) aircraft or similar aircraft. MRO's with maintenance repair and overhaul experience in aircraft like ATR42/72, Airbus A320 and Boeing 737 shall also be considered. The services provided to at least one client which shall be a scheduled airline / other operator in the past two years as on date of opening of the tender.
3. The Tenderer must be a firm having a **minimum average annual turnover of ₹ 2 Crore (Rupees Two Crores) during the financial year 2021-2022, 2022-23 & 2023-24.** (A copy of audited balance sheets duly certified by a Chartered Accountant (Enrolled with ICAI) and P & L A/c, duly signed & stamped / sealed by the Proprietor / Director / authorized signatory shall be enclosed as a proof of above). In case the audited balance sheet for 2023-2024 is not ready, then a certificate from Auditor shall be accepted for Balance Sheet & P&L Account. Out of the total turnover during the financial year 2021-2022, 2022-23 & 2023-24, the Tenderer shall have a minimum turnover of **Rs 1 Crores (Rupees One Crores)** relating to the business of MRO Services and the same shall be clearly indicated in the Technical Bid.
4. Only the Tenderers who qualify successfully in the Technical Bid based on documents submitted and/or inspection of premises (office) carried out by the AAAL committee, as given in Technical bid Checklist will be considered for their Price Bids, and will be intimated regarding the same.
5. For Price Bid evaluation, parties who are qualified in the Technical Bid will be informed about the date for the Price Bid evaluation.
6. No intimation shall be sent to the tenderer who do not qualify in the Technical Bid. No correspondence/communication in this regard will be entertained.
7. The Tenderer must have an experience in MRO Services, over the **last five years** i.e. the current financial year and the last five financial years:

Experience of having successfully completed similar works during **last 5 years** ending last day of month previous to the one in which Tenders are invited should be either of the following:

- a. **Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or**
- b. **Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or**
- c. **One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.**

8. **Other Criteria:**

- a. The Tenderer must have PAN No., GST No., at the time of Tender application.
- b. The Tenderer shall be duly registered with the concerned ESI, PF and other applicable statutes/authorities at the time of application of Tender. The registrations both under ESI and PF must mandatorily be in the name of the Tenderer only.
- c. The Tenderer must hold a valid DGCA/BCAS approval to provide MRO Services. (Copies of the valid approval shall be enclosed as a proof of above).

Bid evaluation Criteria of Technically qualified Bidders (BEC – PRICE)

The successful Tenderer/s shall be the bidder quoting the lowest total amount in their Price Bids, as given in.

The formula for calculation of the total quoted amount (or, Final Price Bid Value) is given below as per the (Price Bid).

Criteria need to be evolved after due discussion with finance & Engineering

A. CHECK LIST OF TECHNICAL BID:

Tenderers are to submit this form duly completed & signed and uploaded with the file named "Technical Bid".

Following documents must be attached to form **Technical Bid Document** and numbered in the following order:

Sr. No.	PARTICULARS	Enclosed (Yes / No)	Pg. No.
I	<u>"TECHNICAL RESPONSE FORM"</u> duly typed with particulars on company letter head.		
II	Self-Attested copies of :-		
1	Company Incorporation Certificate / Establishment certificate/partnership deed		
2	PF Registration certificate in the name of the bidder		
3	ESI Registration certificate in the name of the bidder		
4	PAN/ GIR NO.		
5	GST Registration No.		
6	Existing Valid DGCA / BCAS approval for providing MRO services in the airports		
7	NSIC/MSE/ Udyog Aadhar certificate		
8	Registration with other Agencies, if any		
9	Copy of Contracts in support of the experience in providing MRO services for aircraft checks self-attested enclosed as per the experience criteria mentioned in "point no. 7 in the "Bid Evaluation Criteria-Technical"		
10	Availability of Materials, tools and equipment required providing the MRO services with the tenderer as per the Annexure 'C' enclosed?		
11	Auditor certificate for annual turnover for the year 2021-22, 2022-23, 2023-24 along with separate mention of services rendered by the bidder turnover from MRO services?		

I /We agree to comply with all terms and conditions.

(Signature & Stamp of Bidder)

Sr. No.	PARTICULARS	Enclosed (Yes / No)	Pg. No.
12	IT returns for Assessment year 2021-22, 2022-23, & 2023-24.		
13	Balance Sheet sheets duly certified by a Chartered Accountant (Enrolled with ICAI) and P & L A/c duly signed & stamped / sealed by the Proprietor / Director / authorized signatory for the financial year 2021-22, 2022-23, & 2023-24.		
14	Recent solvency certificate from Nationalized / Scheduled bank of value at least Rs. 1.0 Crore (Rupees One Crore) duly certified by a Chartered Account (Enrolled with ICAI).		
III	EMD of Rs. 2,00,000/- through RTGS/ NEFT in favour of "Alliance Air Aviation Limited" [Account No.: to be provided by finance]		
IV	Company Profile		
V	Letter of authorization for signing the bid document issued by the director/ proprietor		
VI	<u>UNDERTAKING</u> (Refer Sub-section C of Section III)		
VII	<u>INDEMNITY BOND on non-judicial stamp paper of ₹ 200 / -duly notarised as per "Annexur 4"</u>		
VIII	Tender Document duly signed and stamp on all pages (except Annexure 1 i.e., Price Bid)		

B. TECHNICAL RESPONSE FORM

Instructions:

- All columns are to be filled in. If not applicable, the words “Not Applicable” or “N.A” are to be used.
- Any alterations in this form should bear the signature of the Bidder.
- Where necessary, information may be furnished on separate sheets, which should be signed; and
- All necessary supporting documents required for proving the eligibility, registration and legality of the Bidder should be submitted.

1	Name of Contract	<i>Tender for Selection of DGCA approved MRO Service Provider for Two(2) Dornier Aircraft at Dibrugarh at AAAL MRO Dibrugarh - 441108</i>			
2	Name of the Company/Establishment/partnership firm				
3	Full Address of Registered Office				
4	Telephone No./ Mobile No.				
5	mail ID				
6	Name of Contact Person				
7	Nature of company (Whether Proprietorship Firm / Partnership Firm / Limited Company / Corporation / Any Other (Specify))				
8	Particulars of Registration - Issued in the name of the tenderer	Yes/ No	If Yes, give details		
			Number	Date of Issue	Valid Upto
A	Company/Establishment/ partner ship firm				
B	PF Registration certificate in the name of the bidder				
C	ESI Registration certificate in the name of the bidder				
D	PAN/ GIR NO.				
E	GST Registration No.				
F	Existing Valid DGCA / BCAS approval for providing MRO services in the airports)				
G	NSIC/MSE/ Udyog Aadhar certificate				
H	Registration with other Agencies, if any				

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Sr. No.	PARTICULARS	Yes/No?	Details (if any)
9	(a) Have any partners, officers / directors having authorization to act and sign on behalf of your organization, been involved in bankruptcy proceedings?		
	(b) If yes, are they now legally and fully discharged of their obligations by the court involved?		
10	Has any Director/Partner/Proprietor been convicted any time by court of law?		
11	Has your company been Blacklisted by any agency or elsewhere?		
12	EMD of Rs. 2,00,000/- through RTGS/ NEFT in favour of “Alliance Air Aviation Limited” [Account No.:finance to provide]		
13	(a) Average Annual turnover of at least Rs. 2 Crores for the year 2021-22, 2022-23, 2023-24?		
	(b) Out of the total turnover during the financial year 2021-2022, 2022-23 & 2023-24, whether the Tenderer have a minimum annual turnover of Rs 1 Crores (Rupees One Crores) relating to the business of MRO Services?		
14	(a) Experience in MRO services (as per point 7 of “Bid Evaluation Criteria-Technical”).		

14 (b). Details of contract in support of experience in MRO Services: (as per point no. 7 of “Bid Evaluation Criteria – Technical”)

Sr. No.	Name Of Contract	Name & Address of Client	Period of Contract (From & To)	No. of Personnel Employed	Annual Value Of Contract
I					
II					
III					

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(Signature & Stamp of Bidder)

C. UNDERTAKING (To be agreed and signed by the Tenderer)

- 1) It is confirmed that we have been providing MRO services for Dornier Aircraft with listed material, tools and equipment as listed in the Section IV clause H of this tender document for last two years (as on date of opening of the Tender).
- 2) It is confirmed that the registrations and licenses under all the applicable local and central taxes and laws and to be specified separately under each applicable tax/law/act (i.e. Goods and Service Tax / Work Contract Act / Provident Fund Act / Establishment Act / ESI Act / Income Tax Act / Import etc.), BCAS approval shall be produced for verification/checking of AAAL or to third party authorized by AAAL / Law abiding agencies of Govt. of India.
- 3) It is agreed that the requisite work as per enclosed work scope would be completed to the satisfaction of AAAL within scheduled time.
- 4) It is agreed that the spot surprise checks could be conducted by AAAL/third party authorized by AAAL, anytime and shortcomings are to be penalized.
- 5) I have carefully gone through and have understood and hereby agree to abide by all the General Terms & Conditions, Scope of Work and Specifications governing the Tender.
- 6) I hereby confirm that I am authorized to sign the tender document and the information given in the tender is true and correct to the best of my knowledge and belief and nothing material is concealed.
- 7) All the pages of the Technical Bid (Section III) are signed and any overwriting has also been duly signed

Date: _____

Signature: _____

Place: _____

Name: _____

Designation: _____

Co. Name & Seal: _____

SECTION IV – SCOPE OF WORK

The MRO services for Dornier Aircraft are to be carried out in such a manner that all the scheduled operations are smoothly carried out.

A: Details of services to be provided under MRO Services for Dornier aircraft are mentioned below:

1. Acceptance of AAAL's 02 (two) leased Dornier aircraft from M/s. Hindustan Aeronautics Ltd (HAL) facility (Kanpur)
 - 1.1. Aircraft Inspection and technical acceptance will be performed by MRO's authorized engineer for 02 (two) leased Dornier aircraft, which are currently positioned at M/s. HAL at Kanpur.
 - 1.2. There may be a time gap between aircraft acceptance between two aircraft.
 - 1.3. Transportation, boarding and lodging at Kanpur has to arranged by the MRO service provider.
 - 1.4. The transportation, boarding and lodging expenses will be reimbursed by AAAL upon submission of receipt/bills.
 - 1.5. One time cost of the MRO engineer's inspection and technical acceptance to be mentioned by MRO in Financial bid
 - 1.6. Indicative cost for transportation, boarding and lodging at Kanpur(during acceptance of aircraft) to be mentioned by MRO in Financial bid. This cost will not be considered for financial evaluation.
2. Hangar space at Guwahati

AAAL will arrange hangar space at Main Base (Guwahati) as and when required.
3. Setup of MRO facility at Alliance Air's area of operations for DO-228-201 (Upgraded)
 - 3.1 Bonded Store and office setup at Main Base (Guwahati) as per regulatory requirements.
 - 3.1.1 MRO to procure and maintain required basic equipments/items required/mandated to keep the functioning of office space and Store, at the level of satisfaction of regulator, operator and aircraft OEM/Owner/lessor.
 - 3.1.2 The required basic equipments/items shall include but not limited to ESDS racks, Shelves, humidity and temperature indicators, humidity and temperature controlling devices, air- conditioning unit, furniture, computer, printers, stationary items, electricity, internet and all other items required/mandated to keep the functioning of Store at the level of satisfaction of regulator and

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operator.

- 3.1.3 AAAL will provide the space for Office setup and Stores (for spares, consumables, tools, aircraft equipments/components, testers) inside Guwahati Airport (Case 1).
- 3.1.4 In case AAAL does not provide space for Office setup and Stores, MRO service provider has to arrange for Office setup and Stores outside the Guwahati airport (Case 2).
- 3.1.5 The On time cost for the Base setup (Case 1&2) has to be provided in the Financial Bid in the prescribed format mentioned in Chapter 8.

3.2 Setup of office at Transit Stations as per regulatory requirements.

- 3.2.1 MRO to procure and maintain required basic equipments/items required/mandated to keep the functioning of office space at the level of satisfaction of regulator, operator and aircraft OEM/lesser.
- 3.2.2 The required basic equipments/items shall include but not limited to ESDS racks, Shelves, humidity and temperature indicators, humidity and temperature controlling devices, air- conditioning unit, furniture, computer, printers, stationary items, electricity, internet and all other items required/mandated to keep the functioning of Transit stations at the level of satisfaction of regulator, operator and aircraft OEM/lesser.
- 3.2.3 The operator will provide the space for office at Transit stations.
- 3.2.4 The On time cost for one (01) Transit base setup has to be provided in the Financial Bid in the prescribed format mentioned.

4. Regulatory approval for Line and Base maintenance at Main Base (Guwahati)

- 4.1. MRO should get the necessary regulatory approval from DGCA for Line and Base maintenance, after setup of the office space and store setup, at Guwahati and maintain it throughout the period of contract.
- 4.2. The fees for DGCA approvals will be reimbursed by operator upon submission of receipt/bills.

5. Alliance Air's area of operations for DO-228-201 (Upgraded)

- 5.1 DO-228-201 (Upgraded) aircraft will operate from Guwahati (Main base) to transit stations in Arunchal Pradesh like Passigaht, Tezu and Ziro at the first phase of operations, further extending the operation tentatively to Tuting, Mechuka and Vijaynagar in second phase of operation.

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- 5.2 The MRO should note that transit stations will increase/enhance in due course of time.
6. Night halt base
- Guwahati (Main base) will be the Night halt base for the two DO-228-201 (Upgraded) aircraft.
7. Marshalling and aircraft parking assistance.
- 7.1 The MRO has to perform the marshalling and assist in parking of the aircraft.
- 7.2 The equipment necessary for the marshalling and aircraft parking assistance should be available with MRO.
- 7.3 Necessary assistance has to be provided by MRO for towing, taxiing, mooring, etc.
8. Detailed Scope of Maintenance Services
- 8.1 Scheduled Maintenance at Main Base (Guwahati)
- 8.1.1 SCOPE OF LINE MAINTENANCE SERVICE
- 8.1.2 Transit certification for all locations (if required).
- 8.1.3 Transit certification carried out at Main base, Guwahati to be covered under Fixed Maintenance cost.
- 8.1.4 Pre flight, Daily Inspection (DI), Weekly, Scheduled Inspections (Hourly/Landing/Cycles based) at Main Base
- 8.1.5 Marshalling and assistance in Parking
- 8.2 SCOPE OF BASE MAINTENANCE SERVICES
- 8.2.1 Planning for tooling, equipment & material for Scheduled Tasks (Maintenance Planning)
- 8.2.2 Marshalling and assistance in Parking of aircraft
- 8.2.3 Aircraft flight-log book analysis
- 8.2.4 Aircraft servicing including line maintenance activities as given in TLMCM (MPD) below 2400FH Inspection (details of the Required Work Package are attached herewith in Appendix 1.)
- 8.2.5 Compliance of SB, AD already covered in MPD/TLMCM
- 8.2.6 Support in C of A and ARC requirements
- 8.2.7 Aircraft technical cleaning as required for inspection tasks
-

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- 8.2.8 Aircraft interior (in every transit) and external cleaning
 - 8.2.9 NDT as part of MPD
 - 8.2.10 Preparation for ferry flight including daily and weekly checks
 - 8.2.11 Refueling
 - 8.2.12 Scheduled Landing Gear removal/installation
 - 8.2.13 Scheduled Propeller blades/assy removal/installation
 - 8.2.14 Scheduled Engine Removal/installation
 - 8.2.15 Engine borescope inspection
 - 8.2.16 Engine run up
 - 8.2.17 Compass swing as per MPD
 - 8.2.18 Long Term Storage of Aircraft
 - 8.2.19 Storage and d storage of Aircraft
 - 8.2.20 SSCVR/SSFDR Data download from aircraft.
 - 8.2.21 Uploading data to EGPWS database/GPS/Weather radar/EHSI
 - 8.2.22 Aircraft weighing
 - 8.2.23 Aircraft and Engine performance monitoring (Parameters Analysis etc.)
 - 8.2.24 Release of Aircraft for Maintenance Check flight
 - 8.2.25 Minor Repairs/adjustments in Cabin section/installations related to -
 - a) Upholstery
 - b) Carpets
 - c) Curtains
 - d) Matting
 - e) Cabin windows and windshields
 - f) Plastics
 - g) Overhead bins and Stowage
 - h) Galleys and Lavatories

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- 8.2.26 Fixed Maintenance Cost FMC for maintaining two (02) Dornier aircraft, which includes all scheduled maintenance and non-scheduled activities, defect rectification (NRC) being performed at Main Base (Guwahati)and one (01) unscheduled Engine removal/installation per aircraft per year, to be given in Financial Bid in the prescribed format mentioned in pg (29-30)of the Tender.
- 8.2.27 The MRO may give proposal of Free Man Hours per aircraft per month, for unscheduled work being done at Main base that includes NRC tasks and component replacement.
- 8.3 Unscheduled Maintenance at transit stations
- 8.3.1 Defect/Snag rectification and non-routine services carried out at transit stations are to be charged on actual man hours and material. Man hour rates to be given in the financial bid as per the format mentioned in Chapter 8.
- 8.3.2 MRO to provide charges for the following tasks at transit stations in Financial bid
- a. Engine borescope
 - b. Engine removal/installation
 - c. Landing gear removal/installation
 - d. Propeller assy. removal/installation
 - e. Propeller blades removal/installation
- 8.3.3 In case of AOG at transit stations, man, material and transport shall be arranged by the MRO service provider.
- 8.3.4 The cost of transportation (on actual bills), Boarding and food allowance (as agreed) for the MRO staff attending the AOG will be reimbursed, subject to prior approval from AAAL.
9. Subcontracted Work
- 9.1 The MRO service provider may subcontract tasks to a third party approved by regulatory authority with prior intimation and approval from AAAL for the following conditions.
- a. In case the Scope of work is beyond the MRO's approved capability
 - b. Unforeseen circumstances
 - c. Unscheduled grounding, Emergency landing etc.

-
- 9.2 Access should be given to AAAL to any information (especially the quality monitoring information) about the MRO's subcontractors involved in the contract. AAAL shall be required to conduct the audit of any or all subcontracted activities under CAR-M requirements.
10. Audit of Main base by regulator, operator and Owner/lessor.
- 10.1 MRO should ensure satisfactory record of maintenance data at the Main base and Transit station.
- 10.2 MRO to provide access for audit by regulator, operator and Owner/lessor.
- 10.3 If any observations arise in such audits the corrections should be implemented by MRO at their own cost within the stipulated time frame.
11. Issuance and return of complied work package/callouts
- 11.1 The work package for each schedule maintenance task will be sent to the MRO through mail and it will be responsibility of the MRO to print and complete the package.
- 11.2 After the sign-off of the package, the hard copy is required to be scanned and dispatched to CAMO office, Delhi.
- 11.3 The scanned copy of work package has to be sent to CAMO office, Delhi within 24 hours of work completion.
- 11.4 MRO has to ensure that the hard copy of the complied work package should be received at CAMO office, Delhi within 15 days.
- 11.5 The MRO Service Provider must ensure that all technical documents (Task cards, Non-Routine Finding Tasks, airline's EI's and other technical documents) should contain all the data filled to the fullest:
- a. Sign and Stamp of Personnel
 - b. Release forms of all materials used
 - c. Cross reference to NRC finding (if any raised while performing the task)
 - d. AMM and SRM Ref mentioned properly in case of Non-Routine Tasks
 - e. MPD Card / EI ref in case of Non-Routine Tasks
12. MRO Nodal Officer- nominee and responsibilities
- 12.1 A Nodal officer is required to be nominated by MRO, for addressing and resolving all technical issues.
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- 12.2 The nodal officer should inform/update all maintenance related activities and daily compliance data (flight hours, flight cycles, snags, NRC, AD/SB compliance) to CAMO AAAL, Delhi.
13. Formation of MCC by MRO service provider.
- The MRO should establish an MCC to ensure the following
- a. Oversight the maintenance activities on behalf of operator as per maintenance work package.
 - b. technical support to the Engineers attending the snags.
 - c. by addressing the AOG of aircraft in timely manner and reduction of AOG
 - d. monitor the repetitive snags,
 - e. component tracking to ensure timely dispatch of unserviceable units to respective shops.
 - f. Identify and arrange the spares/tools/equipments required to recover the Aircraft.
 - g. to minimize maintenance downtime.
 - h. maximum availability of aircraft.
 - i. effective control on aircraft routing.
14. Tools for maintenance activities.
- 14.1 The operator will provide the necessary tools/equipments initially required for maintenance activities to the MRO service provider. List of tools provided by operator is given in Appendix 2.
- 14.2 Any loss/damage to the tools will be borne by MRO.
- 14.3 Calibration and Maintenance of the tools will be the responsibility of the MRO service provider.
- 14.4 Any more tooling required during the maintenance will be arranged and its cost to be borne by MRO service provider.
15. Recovery of tool cost from MRO
- 15.1 Tool cost will be recovered from the MRO service provider over a period of 24 months after initial 6 month of operation.
- 15.2 After recovery of full tool cost the property will be retained with MRO service provider.
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16. Spares, consumables for maintenance activities and Logistics for components
 - 16.1 The operator will provide the necessary LRU, consumables, spares etc for maintenance activities to the MRO service provider.
 - 16.2 The operator designated freight forwarder will handle the movement of components (serviceable and unserviceable) to the shops/vendor/OEM facility.
 - 16.3 Handling and Packing of components for the dispatch will be the responsibility of MRO service provider.
 17. Occurrence reporting

The MRO service provider shall ensure occurrence reporting as per regulatory (DGCA) requirements and the same shall be informed to the operator.
 18. Maintenance Data

The aircraft manuals required for the MRO for maintenance activities will be provided by the operator.
 19. Minimum set of equipment/ tools at stations

MRO shall establish list of minimum set of equipments/ tools equipped at main/line stations as per the scope of maintenance.
 20. Dispatch of Unserviceable items for repair/inspection/shop visit
 - 20.1 MRO to monitor dispatch of Unserviceable items for repair/inspection/shop visit by ensuring timely handover of such items to operator representative at main base.
 - 20.2 The operator representative will coordinate with operator designated freight forwarder for dispatch of such units to the concerned facility.

B: Line activities below 2,400 FH

System And Component Inspections, Zonal Inspections on Calendar Basis	
SL.NO	INSPECTION
1	Pr flight Inspection
2	Daily Inspection
3	Weekly
4	1 Months
5	3 Months
6	6 Months
7	12 Months
8	24 Months
9	48 Months
10	72 Months
11	100 FH
12	150 FH
13	200 FH/OH
14	300 FH
15	400 FH
16	500 OH
17	600 FH
18	1000 FH
19	1200 FH
20	1200 OH
21	1200 LDG
22	1500 LDG
23	2000 LDG
24	6000 LDG
25	12000 LDG
26	24000FH/30000 LDG
27	25000FH/31250 LDG
28	32750 LDG
29	29600FH/37000 LDG
30	36000FH/45000 LDG
31	50000FH/62500 LDG

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Schedules for Engine: -	
1	Pr flight Inspection
2	Daily Inspection
3	1 Yearly
4	100hrs
5	150hrs
6	200hrs
7	300hrs
8	400hrs
9	450hrs
10	800hrs
11	900hrs
12	1000hrs
Schedules for Propeller: -	
1	1000hrs
2	400 FH/12 M

C: UNSCHEDULED MAINTENANCE:

Unscheduled maintenance tasks are to be carried out when either specified limits are reached or when special operating conditions or unusual incidents are encountered. These include the following:

i. Maintenance hours after flight hours/equipment hours:

- After first 25 flight hours in-service
- After first 50 flight hours in-service

ii. Maintenance task after parking, storage and return to service after storage:

- After aircraft has been parked for 14 days
- Aircraft storage up to 60 days (short term storage)
- Aircraft storage for more than 60 days (long term storage)
- Return into service of aircraft after short term storage or long-term storage

iii. Maintenance task for operating under Special Conditions:

- Operating mainly from semi- prepared runways and gravel
- Operating mainly from grass, semi- prepared runways and gravel
- Operating in tropical and/ or maritime environment
- Operating under high contamination/ air pollution conditions
- Operating under high temperature conditions

iv. Maintenance task after Unusual Incidence:

- After lightning strike
- After leaving runway unintentionally

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- c. After heavy landing or landing at abnormal landing weight
- d. After abnormal load inputs (propeller strike)
- e. After engine over speed
- f. After engine over torque
- g. After engine over temperature & After engine oil over temperature
- h. Oil system and oil filter inspection (spectrometric oil analysis program(SOAP))
- i. Oil system contamination inspection
- j. After bird ingestion or bird impact
- k. After internal engine malfunction in the reduction gear and shaft section, compressor section, or turbine section which could have caused unusually high engine mount pad loading.
- l. After exceeding max. airspeed with extended flaps
- m. After exceeding max. airspeed – 160 KIAS with extended landing gear After flight in very turbulent conditions and/ or suspected exceeding of acceleration limits (overstressing)
- n. Excessive braking on landing and take off
- o. After wheel rolled with a flat or disintegrated tire

v. **Maintenance task without specific interval:**

- a. At each tire change

vi. Any other task as included in the Maintenance program, time to time.

- D: Component overhaul schedule:** The component overhaul schedule gives the elapsed operating time at which a component must be removed, disassembled, examined for condition, and overhauled, in accordance with data approved by HAL. These inspections are included in Section III of the approved Maintenance Programme.
- E: Lubrication & Service requirement:** Inspections pertaining to airframe components which require servicing which fall other than schedule inspection is designated as lubrication inspection. These inspections are included in Section III - TBO/COSL Inspection List of the approved Maintenance Programme.
- F: Corrosion Inspection:** Inspections pertaining to airframe & engine components which require corrosion protection which falls other than schedule inspection is designated as Corrosion inspection. Corrosion inspection shall be carried out in accordance with Structure Inspection Programme 100%
- G: Avionics System Inspection:** Avionics System Equipment's are designed and manufactured to allow On Condition Maintenance as suggested by the equipment manufacturer. These inspections are included Section III of the approved Maintenance Programme. Apart from this radio inspections shall be carried out as part of 6 month and 12-month inspection schedule.

H: List of Tools

SL NO	Part No.	Description	Total Qty
1	MISC-5171	CLUTCH PLATE	1
2	MISC-5279	SPLINE ADAPTER, Servo Clutch Adjustment Tool	1
3	U07A-270000A	ADJUSTABLE DEVICE FOR ADJUSTING	1
4	MISC 5006	GAUGE BRAKE WEAR	1
5	MISC-5113A	GYRO TILT TABLE WITH AHRS CABLE	1
6	TS-200	SLB TEST SET	1
7	810-2007/KVS	BATTERY CHANGE KIT	1
8	17TES0063	RUGGEDIZED ROSE ANALYSIS UNIT FDR DOWNLOADING TESTER	1
9	17TES0065	PORTABLE INTERFACE/2	1
10	MISC-5526	DATA ACQUISITION, PROCESSING & PRES	1
11	U01A/2A/3A-760000A	ENGINE RIGGING PINS (COMPLETE ONE SET)	1
12	MISC-5632	ENGINE TROLLEY	2
13	97902A-000000A00F	ENGINE LIFTING SLING	1
14	T52002-101-00	CABLE TENSIO METER	1
15	HU04A-270100/200/300	RIGGING PINS (COMPLETE ONE SET)	1
16	MISC-5585	ASYMMETRIC UNIT	1
17		CLINOMETER	1
18	MISC-5371	DRAIN VALVE REPLACEMENT TOOL	1
19	U06A 320000A01	ADOPTOR	1
20	MISC-5126	SOCKET SPANNERS	1
21	1686	MASTER COMPASS	1
22	U08A320000A	RIGING PINS	1
23	U02A-320000C	DIP STICK	1
24	U03A-320000	SHORTING PLUG NLG WEIGHT SWITCH	1
25	U05A-320000	SPANNER FOR NOSE WHEEL ACTUATOR	1
26	NP2300440	LENGTH :1000 X 50 X 9 MM STRAIGHT EDGE	1
27	MISC-5586	LEVELING BLOCK	1
28	VTEJ-3/200	BOTTEL JACK - Nose Wheel	5
29	VAJ-1.5/650	TAIL JACK-	1
30	VTEJ-3/610	JACK NOSE/MAIN	3

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31	MISC-5338	JACKING ADOPTER	3
32	U01A070000	JACK ADAPTER NLG	5
33	U02A070000	JACK ADOPTER MLG	5
34	MISC-5527	WING SUPPORT	2
35	IFR4000-220	Nav.Comm. Test set with ELT test Cap	1
36	1811D405	PITOT STATIC LEAK TESTER	1
37	U01A340000	ADAPTER FOR PITOT TEST	1
38	VIBREX 2000 PLUS	PROPELLER BALANCING KIT	1
39	NORBAR 200TH	TORQUE WRENCH	1
40	CST-2820	BLADE ANGLE PROTECTOR	1
41	97901A-630000B00F	PROPELLOR SLING	2
42	MISC-5428	GROUND POWER UNIT(GPU)	1
43	63216A-000000A00F	ASSY STAIRS 3 STEPS	2
44	63217A-000000A00F	ASSY STAIRS 5 STEPS	2
45	MISC 5572.	STAND FOR RUDDER	2
46	MISC/5573	STAND FOR ELEVATOR	2
47	MISC/5574	STAND FOR AILERON	2
48	MISC-1802	FUSELAGE SUPPORT	2
49	98101A-510000A00C	SUPPORT LANDING GEAR	2
50	MISC-5551	7 STEP WORKING PLATFORM	2
51	MISC-5316	TYRE CHARGING SYSTEM WITH REGULATOR	4
52	MISC-5583	12 STEP LADDER (L.H.)	1
53	MISC-5584	12 STEP LADDER (R.H.)	1
54	32539001AMDT: A	NATO SET	1
55	MISC-5011	CHARGING TROLLEY WITH REGULATOR	4
56	MISC 5096	ADAPTER FOR MAIN/NOSE/L/GEAR SOCKET	5
57	-----	FLEXIBLE FIBERSCOPE	1
58	MISC-5232	LADDER PORTABLE	4
59	ADS40F	TORQUE WRENCH	1
60	ADS 8	TORQUE WRENCH	1
61	BDS200	TORQUE WRENCH	1
62	MISC-5329	AR TOOLBOX	1
63		Tool Kit	1
64	GTT0169	COMPRESSOR WASH RIG	1
65	59239-4	YELLOW SPLICE TOOL	1
66	47387	BLUE SPLICE TOOL	1
67	59973-1	INSULATED TAG HYD TOOL	1

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68	359-8103-010	FERULE CRIMPING TOOL (8 AWG) (46AWG)	1
69	U01A090000B	NEUTRAL PIN	2
70	MISC-1512	TOWING ARM FOR DORNIER A/C	4
71	U03A090000	STEERING ARM	1

J. MRO SERVICES Personnel:

1. Details of no. of personnel required:

Sr. No.	Type of Personnel required	No. of Personnel required
1	Engineers B1	
2	Engineers B2	
3	Mechanics	
Total required Manpower:		

Note:

- The number of persons required as mentioned above can be increased or decreased by 25% based on the requirement.
- Intimation for such increase/decrease in requirement of manpower will be given to service provider before 30 days in advance.

2. Eligibility criteria and Job description:

2.1. Engineer B1 (Under "Skilled" Category):

Age Criteria:

- The bidder shall not engage any workmen below the age of 18 and not above the age of 40 years.

Eligibility Criteria:

- B1 DGCA license
- Good communication and interpersonal skills

Job Description:

- Carry out various maintenance checks as per the AMM during Transit, Night halt etc.,
- Scheduling vehicle service appointments.
- Conducting timely maintenance checks.

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- Maintaining the record of entries in log book.
- Maintaining a record of maintenance spares receipts
- Ensuring the safety of staff members and goods during the maintenance activity.
- Identifying any issues or damage in the aircraft , and reporting the same to AAAL

2.2 Engineer B2 (Under “Skilled” Category):

Qualification Requirement:

- B2 DGCA License.
- Good communication and interpersonal skills

Job Description:

- Carry out various maintenance checks as per the AMM during Transit, Night halt etc.,
- Scheduling vehicle service appointments.
- Conducting timely maintenance checks.
- Maintaining the record of entries in log book.
- Maintaining a record of maintenance spares receipts
- Ensuring the safety of staff members and goods during the maintenance activity.
- Identifying any issues or damage in the aircraft , and reporting the same to AAAL

2.3 Mechanics(Under “Skilled” Category):

Age Criteria:

- The bidder shall not engage any workmen below the age of 18 and not above the age of 40 years.

Qualifications:

1. Trained to carry out and assist B1 & B2 engineers in Aircraft Maintenance activity
2. Basic computer knowledge for printing, photocopying, and scanning documents will be preferred.

Job Description:

- Assist B1 & B2 Engineers.

SECTION V - TERMS AND CONDITIONS THAT SHALL GOVERN THE FUNCTIONAL ASPECT OF THE CONTRACT

DEFINITIONS:

- i. “AAAL” as used in the Tender shall mean Alliance Air Aviation Limited.
- ii. The “Bidder”, “Tenderer” and/or “Service Provider” as used in the Tender shall mean the bidder who has signed the Tender and submitted a bid in response to the Tender.
- iii. The “Successful Bidder/ Tenderer” shall mean the Bidder who has been adjudged as the L-1 Bidder and has been awarded the Contract by Alliance Air Aviation Limited.
- iv. The term “Contract” shall mean the agreement entered into between AAAL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned herein.
- v. The term “Company” shall mean AAAL and its assignees and successors.
- vi. The term “Services” shall mean the services to be provided by the Successful Bidder as mentioned in this Tender.
- vii. The terms “L-1 Bidder” means Bidder with lowest quote.

1. Rate and Validity:

1.1 Inclusions

The rates offered / finalized / agreed by the Tenderer shall be inclusive of all the costs thereon incurred to deliver the services as per the work scope subject to exclusions mentioned below.

1.2 Exclusions:

1.2.1 The GST on applicable rates is **excluded**. No GST is applicable for AAAL MRO as it is in SEZ. The Services shall be provided under bond or letter of undertaking executed with their prescribed authorities without payment of IGST and claim refund of unutilized input tax credit.

1.2.2 Any other tax as per Government laws including Royalty as and when made effective after the due date of the Tender.

1.3 The Service provider shall ensure that the salaries are paid to their employees working under “MRO Services” shall not be less than the minimum wages specified from time to time

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by **State Government in respect of Skilled personnel for the Engineering Industries or higher** as provided in the applicable Notifications as may be issued from time to time or any other minimum wages that may be made applicable from time to time. This shall be paid as applicable and reimbursed to Service Provider. The Service Provider shall intimate the revised / enhanced minimum wages as notified from time to time by the State Government and submit bills accordingly. **Failure to notify AAAL of the revised/enhanced minimum wages may render the Service Provider ineligible for continuing with the Contract resulting into termination of contract with all applicable consequences. The Bidder shall also indemnify AAAL from any consequences arising out of non-intimation of revised/enhanced wages that resulted into payment of lesser minimum wages.**

1.4 Validity & Extension:

(A). In case of “MRO Services for Dornier Aircraft”

- a. Rates (as mentioned in Annexure 1 (i.e., Price Bid) finalized and agreed shall remain firm during the full contract period. **No request shall be entertained for increase of rates during the validity of the contract.**
- b. The first three months of the Contract may be treated as a trial period, during which, if the Services rendered by the Successful Tenderer are found to be unsatisfactory/ not up to the standard required to be maintained as per AAAL's requirement, **including in respect of compliances of all applicable statutes from time to time**, the contract shall be terminated by AAAL immediately, at its sole discretion.
- c. Subject to clause 'b' above, the Contract shall be awarded for a period of three years from the date of commencement of the Contract. AAAL however reserves the right to extend the Contract for a further period not exceeding two year on same terms, rates and conditions.

2. SECURITY DEPOSIT / PERFORMANCE GUARANTEE

- 2.1 The Successful Bidder will have to deposit with AAAL a performance security deposit in the form of Performance Bank Guarantee (PBG) of **5% (5 percentage) of contract value**, valid for 2 months beyond the date of completion of all contractual obligations. In case of any extension of contract obligation period, the service provider shall be liable to suitably extend the validity of the Performance Security.
- 2.2 Such Performance Bank Guarantee, in prescribed format, from a scheduled commercial bank must be submitted by the service provider to the AAAL within 5 days of notification of acceptance of bid and communication of contract no.
- 2.3 The formal contract will be issued only after receipt of on-line confirmation of PBG from the issuing bank to the advising bank selected by the AAAL.
- 2.4 If the service provider duly performs and completes the contract in all respects, then AAAL shall refund the Performance Security to the Service Provider within 30 days of completion of all contractual obligations by the Service Provider.

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- 2.5 In case, the said performance security deposit is not deposited within the stipulated time, or it is not maintained on the said level throughout the contract period, the security Deposit shall be recovered from contractor's first bill / subsequent bills.
 - 2.6 In case of partial or total encashment of Security Deposit by AAAL, the Successful Tenderer shall reinstate the Security Deposit to its original level within 10 days, failing which the Contract may be terminated by AAAL, in its sole discretion.
 - 2.7 In case if the Successful Bidder fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the AAAL to forfeit either in whole or in part, the Performance Security furnished by the Successful Bidder.
 - 2.8 The cost of execution of Bank Guarantee would be borne by the Successful Bidder.
 - 2.9 Bidder(s) are advised to quote strictly as per the terms and conditions of the Tender documents and not to stipulate any deviations / exceptions / inclusions. Once quoted, the Bidder shall not make any subsequent price change after due date and time of submission of Bid. Price changes through any other mode shall render the offer liable for rejection and if indicated with the word negotiable shall also be summarily rejected.

3 EXECUTION OF JOB:

- 3.1 LOI will be issued to the successful Tenderer after evaluation of Price Bid.
- 3.2 Successful Tenderer has to submit all the supporting documents (like Performance Security Deposit/Bank Guarantee, Service Level Agreement, etc) to substantiate compliance of the formalities mentioned in the LOI within 15 days of acceptance of LOI.
- 3.3 Upon compliance of all the formalities, contract work order will be issued, and the successful tenderer shall start the work within 15 days of acceptance of contract order.
- 3.4 The Successful Tenderer shall be in possession of "The Material and Equipment required for MRO services for Dornier Aircraft at Dibrugarh" before commencement of the Services.
- 3.5 The Successful Tenderer before final commencement of services shall be required to give adequate training to his manpower regarding the MRO services for Dornier Aircraft at Dibrugarh services to be carried out and how to handle the chemicals while carrying out the work without any liability to AAAL / with no charges.
- 3.6 The staff employed by the Tenderer for carrying out the subject work shall do so at the sole risk & responsibility of the Tenderer.
- 3.7 The Service Provider must ensure that payment of wages is made through ECS for which purpose all the personnel deployed by him should furnish their bank account number within 20 days after commencement of the contract or before submission of first invoice of the contract.

4 SUBCONTRACTING:

During the currency of the Contract, the Service Provider is prohibited from subcontracting / franchising in any form other than the following conditions.

- 4.1 The MRO service provider may subcontract tasks to a third party approved by regulatory authority with prior intimation and approval from AAAL under the

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following conditions.

- a. In case the Scope of work is beyond the MRO's approved capability
 - b. Unforeseen circumstances
 - c. Unscheduled grounding, Emergency landing etc
- 4.2 Access should be given to AAAL to any information (especially the quality monitoring information) about the MRO's subcontractors involved in the contract. AAAL shall be required to conduct the audit of any or all subcontracted activities under CAR-M requirements.
- 4.3 In case it is found that the Tenderer has resorted to subcontracting / franchising in any form, without AAAL approval for the conditions mentioned above, AAAL reserves the right to terminate the contract, forfeit the Security Deposit or invoke Bank Guarantee and initiate legal action at the cost and risk of the Tenderer.
- 4.4 In case of failure to carry out the job to the satisfaction of the ED (Engg), AAAL, or his nominee, AAAL will be free to get the job done by others at the cost and risk of the Tenderer.

5 AMALGAMATION / ACQUISITION:

In the event the Bidder proposes for amalgamation, acquisition or sale its business to any firm during the Contract period, the Buyer/Successor of the Principal Company is liable for execution of the Contract and also fulfilment of contractual obligations for the remaining period of the contract on the same terms and conditions. Any compensation to the Successor /Buyer of the Principal Company shall be for the remaining contract period.

You may confirm this condition while submitting the Bid.

6 GENERAL REQUIREMENTS:

The staff employed by the Service Provider for carrying out the subject job shall do so at the sole risk & responsibility of the Service Provider. Further:

- 6.1 Supervision and daily monitoring of personnel / employee provided by the Service Provider shall be the responsibility of the Service Provider itself. The Service Provider shall ensure the quality of Services rendered by its personnel and in case of any complaint; the Service Provider shall have to replace the concerned personnel forthwith.
- 6.2 The Successful Tenderer will not deploy personnel forthwith found unsuitable by AAAL. AAAL further reserves the right to refuse entry of any such personnel for rendering the aforesaid Services.
- 6.3 The Services shall be carried out by the Service Provider by deploying trained personnel and using their own materials, tools and equipment etc. The deployed

personnel must also know about the applicability of different materials, tools or equipment.

- 6.4 While performing Services by the personnel of the Service Provider, if any item belonging to AAAL is found, the same shall be deposited immediately with the AAAL security staff present / shift-in-charge against a receipt.
- 6.5 The Service Provider shall personally visit the place of work on a regular basis (at least one visit in a month) to ensure smooth execution of work by its staff.
- 6.6 In case of misconduct committed and/or unsatisfactory performance by any of the personnel engaged by the Service Provider the AAAL shall report the matter to the Service Provider for appropriate action including removing and replacing such personnel immediately.
- 6.7 The Service Provider shall solely be responsible for any claim for compensation arising out of any accident arising out of and in course of employment while performing the MRO services on the aircraft and the Service Provider shall also indemnify the AAAL in writing for any consequences arising thereof. The Service Provider shall also comply with the all statutory provisions of the Employees' Compensation Act including depositing the appropriate amount of compensation before the Commissioner for Workmen's Compensation within the period stipulated in the said Act. It shall be the sole responsibility of the Service Provider to forthwith intimate the accident to the Insurance Company that would insure the manpower supplied by the Service Provider. Failure to comply with any of the conditions mentioned in this clause shall render the Service Provider to face termination of the Contract with all consequences thereof.

7 SPECIFIC REQUIREMENTS:

- 7.1 **Prohibition on consumption of psychoactive substances including alcohol by the personnel engaged (Daily BREATH ANALYZER(BA) TESTS will be conducted)**
 - a. The Service Provider shall ensure that while on duty, its staff/employees shall not be under the influence of liquor or other intoxicants and in the event if any staff/employee is found to be under the influence of the same, AAAL shall have the right to ask the Service Provider to replace the said staff/employee immediately.
 - b. Before appointing any staff/employee, the Service Provider shall ensure that no such staff/employee shall be appointed/ deployed at AAAL who is found to be a habitual offender of above clause.
 - c. At concerned Airport, Breath Analyser (BA) tests will be conducted on the basis of random sampling of staff/employees.
 - d. **Any BA reading during examination of personnel above 0.000 shall be considered as positive result. If any person found positive in BA test, then**

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damage/penalty will be levied on the Service Provider as per the Clause 17 of this Section.

- e. During the BA tests, no person shall consume any drug/formulation or use any substance mouthwash/tooth gel etc., which may have alcoholic content, prior to reporting for duty; as such alcohol content may lead to positive result in BA test. Any person, who is taking such medication, shall consult the company doctor / doctor administering medication, before they undertake the assigned duty.

- 7.2 Any replacement/ transfer of personnel deployed shall be informed to designated official of AAAL in advance & the new incumbent shall fulfil all the conditions listed herein.

8 INSURANCE

Service Provider shall have necessary valid public liability insurance policies on companies approved by the Government to cover all the risks including third party, against injury other acts and deeds of their deployed personnel at Airport premises during the currency of contract as detailed in conditions of Contract and produce all such documents for COP, New Delhi or his representative for verification as when asked for and a copy shall be submitted for AAAL records.

9 UNDERTAKINGS:

The Successful Tenderer shall provide the undertaking along with the acceptance of LOI as detailed below:

- 9.1 The Successful Tenderer shall have the registrations and licenses under all the applicable local and central taxes / laws and to be specified separately under each applicable tax / law / Act (i.e. GST/ Income Tax Act / Customs Act etc.) shall be produced forthwith for verification/checking of AAAL or to a third party authorized by AAAL / agencies of Govt. of India.
- 9.2 The Tenderer shall ensure that the work as per the work scope specified will be executed to the satisfaction of AAAL.
- 9.3 **The Service Provider shall furnish an undertaking to the effect that he is solely responsible to comply with all provisions of the Statutes applicable from time to time.**

10 STATUTORY COMPLIANCES:

- 10.1 The Successful Tenderer shall be liable for due observation and implementation of the statutory conditions or requirements of labour laws, Employees Provident Fund and Misc. Provisions Act, 1952, Employees State Insurance Act, 1948, Employee's Compensation Act, 1923, Payment of Wages Act 1936, Payment of Bonus Act 1965, Minimum Wages Act 1948, Employer Liability Act, 1938 (or any other relevant labour acts of the time being) as applicable to his employees. The Successful

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Tenderer shall duly comply with all Central and State Acts, laws, statutory rules, regulations, by laws as applicable or which might be applicable to the Service Provider/ Successful Tenderer.

- 10.2 The Successful Tenderer shall at all times indemnify and keep indemnified the Company / subsidiary where the services are being provided against any/all claims under the Workmen's Compensation Act; Payment of Wages Act, Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other relevant Act(s) or statutory amendments / modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury / death sustained by any worker or other personnel of the Tenderer or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made thereunder, by any person whether in the employment of the Successful Tenderer or not, who provided or provides the said Services under this Agreement.
- 10.3 The Successful Tenderer shall indemnify AAAL at all times against any damages or losses so caused to the AAAL on account of failure on the part of the Successful Tenderer to comply with provisions of the law. The Successful Tenderer shall furnish an indemnity Bond as per format attached at Annexure 4 on a separate non-judicial stamp paper of ₹ 200/- duly notarized along with the agreement after LOI is issued. All Bidders are requested to sign & stamp the Annexure 4 and submit along with the Technical Bid.
- 10.4 In case of any financial liability is imposed upon AAAL of any nature whatsoever, the Service Provider shall be liable to make the said liability good forthwith failing which AAAL shall have the right to exercise all remedies in law and Contract and recover the said amounts by withholding payments / forfeit deposits/ recover from amounts payable to Service Provider along with any interest thereof.

11 PERSONNEL RELATED COMPLIANCE:

- a. The Successful Tenderer shall not engage any workmen below the age of 18 years. The Successful Tenderer shall produce age proof in respect of the staff deployed by them.
- b. The manpower so deployed shall have to adhere to punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.
- c. If the need arises as per the work requirement of the Company, the manpower deployed by the Successful Tenderer may have to sit late or come early or attend office on weekly off days / declared holidays of the Company. In the event of the manpower deployed by the Successful Tenderer having to work beyond office hours exceeding one hour or work on weekly off days / declared national holidays, compensatory off or the payment will be made on hourly basis as per applicable rules.

I /We agree to comply with all terms and conditions.

(Signature & Stamp of Bidder)

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- d. Split Duty may also be imposed based on Company's requirement.
- e. The personnel deployed shall undergo medical examination at the expense of the Service Provider to ensure that they are free from any communicable diseases and furnish medical examination certificate as and when called for by the AAAL or its representative.
- f. The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness. A verification report in respect of all the personnel of Service Provider from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the AAAL along with photo and thumb impression should be handed over to the designated officer of AAAL. Any changes should be informed immediately.
- g. Smoking and chewing tobacco etc. is strictly prohibited during working hours. Any of the Service provider's deployed staff found smoking/chewing in the AAAL's premises shall be removed immediately and shall not be deployed again over the contract duration.
- h. Prohibition on consumption of psychoactive substances including alcohol by the personnel engaged (Daily BREATH ANALYZER(BA) TESTS will be conducted)**
- i) The Service Provider shall ensure that while on duty, its staff/employees shall not be under the influence of liquor or other intoxicants and in the event if any staff/employee is found to be under the influence of the same, AAAL shall have the right to ask the Service Provider to replace the said staff/employee immediately.
- ii) Before appointing any staff/employee, the Service Provider shall ensure that no such staff/employee shall be appointed/ deployed at AAAL who is found to be a habitual offender of above clause.
- iii) At AAAL MRO Guwahati, Breath Analyser (BA) tests will be conducted daily on the basis of random sampling of staff/employees.
- iv) **Any BA reading during examination of personnel above 0.000 shall be considered as positive result. If any person found positive in BA test, then damage/penalty will be levied on the Service Provider as per the Clause 17 of this Section.**

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- v) During the BA tests, no person shall consume any drug/formulation or use any substance mouthwash/tooth gel etc., which may have alcoholic content, prior to reporting for duty; as such alcohol content may lead to positive result in BA test. Any person, who is taking such medication, shall consult the company doctor / doctor administering medication, before they undertake the assigned duty.
- i. The Successful Tenderer has to ensure that payment of wages is made through ECS for which purpose all the personnel deployed by him should furnish their bank account number within 20 days after commencement of the contract
 - j. The Successful Tenderer shall provide at its own cost the proper uniforms, High Visibility Jackets (bearing company name and logo) of distinct colours for the personnel deployed for performing MRO services for **ease of identifying their personnel.**
 - k. The Service Provider shall ensure that all employees of service provider are present in proper neat & clean uniform all the time during working hours, service provider shall provide at least 2 sets of uniforms to their employees every year.
 - l. The Successful Tenderer shall be the employer of his personnel for all purpose and AAAL shall not be held partially or fully responsible for any dispute that may arise between the Service Provider & his Personnel.
 - m. At no stage of the Contract shall the employees of the Successful Tenderer be deemed to be employees of AAAL. The Successful Tenderer shall make arrangements to provide proper and valid identity cards to the employees **stating the name of the Service Provider as the employer of the incumbent.**
 - n. The Tenderer shall perform the work assignments to the best satisfaction of the Company. In case of unsatisfactory performance, intimation shall be given in writing to the Successful Tenderer and the Company reserves the right to cancel the Contract forthwith after due notice period.
 - o. It shall be sole responsibility of the Service Provider to settle disputes if any, rising out of the engagement between the Service Provider and the personnel engaged by them. AAAL shall not in any way be responsible, in the event, the personnel approaches any competent authority or courts, under any law, regulation, the entire expenses in this behalf shall be borne by the Service Provider solely. For any failure on the aforementioned accounts, the Service Provider shall alone be responsible for all action initiated by the enforcing agencies of the Government & others, including penalties imposed thereon and AAAL shall have no obligation towards them.

12 INDEMNIFICATION

- 12.1 The Successful Tenderer shall indemnify AAAL against third party claims arising out of / mishandling or acts and deeds on the part of Service Provider's personnel deployed for the work. The Successful Tenderer shall also indemnify to reimburse any loss or damage by its personnel to AAAL personnel or property including aircraft, machinery, equipment or buildings. In case, any such amount is not reimbursed / paid to AAAL, the same shall be deducted or set-off from Security Deposit/ Bills / Future payments due to the Successful Tenderer to make good such loss or damage.
- 12.2 In the event, AAAL pays or is made responsible to pay the compensation for / towards non-compliance of statutory and labour provisions / any other reason, the Successful Tenderer shall indemnify and keep indemnified AAAL to the full compensation in this regard.
- 12.3 In case of any financial liability imposed due to / in the course of Service rendered by the Successful Tenderer, upon AAAL of any nature whatsoever, the Successful Tenderer shall be liable to make the said liability good forthwith failing which AAAL shall have the right recover the said amounts by withholding payments / forfeit deposits/ recover from amounts payable to Service Provider along with any penalty and interest thereof.
- 12.4 The Successful Tenderer shall indemnify against any clause elsewhere as referred to in this Tender document which specifies so.

13 CLAIMS FOR DAMAGE

- 13.1 AAAL shall promptly notify the Successful Tenderer of any claims / deficiency on the part of the Successful Tenderer arising under/out of the Contract.
- 13.2 In case any equipment belonging to AAAL is damaged / lost due to the act / negligence of the Successful Tenderer personnel etc., AAAL shall be compensated to the extent of the replacement of the equipment at its landed cost.
- 13.3 In case the Successful Tenderer, having been notified **by AAAL**, fails to take remedial action within the stipulated time as advised, AAAL may take a remedial action without any further notice, at the Successful Tenderer's risk and cost. AAAL shall also levy cost and damages / terminate the Contract without prejudice to any other rights which AAAL may have on the Successful Tenderer under the Contract.

14 COMPLIANCE OF SECURITY REGULATIONS

- 14.1 The Successful Tenderer shall ensure compliance and shall be solely responsible for all the safety and security regulations of AAAL, Airport Authority of India or any other agency associated with airports activity are strictly adhered to and complied with by personnel deployed by the Successful Tenderer.

I/We agree to comply with all terms and conditions. (Signature & Stamp of Bidder)

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- 14.2 Any violation of security regulations and indulging in illegal activities including but not limited to smuggling / theft by personnel of the Successful Tenderer shall be at the cost / risk of Successful Tenderer and shall be liable for all the legal consequences thereof.
- 14.3 The Successful Tenderer shall ensure a prior verification of character and antecedents of its personnel from local Police before deployment, in the premises where service is being provided / AAAL property / AAAL AAAL, New Delhi / in other areas of work as assigned by AAAL as “protected industry” and Airport as “protected area”. Every employee’s photograph, copy of police verification of character and antecedents and Successful Tenderer undertaking to be furnished to AAAL’s Security Department based on the area applicable, before deployment of its personnel for rendering the Services. It shall be responsibility of the Successful Tenderer to submit/surrender the entry passes of its employees immediately to AAAL or its designated officers when demanded.
- 14.4 In the event, any penalty is imposed by the Regulatory Authority on AAAL due to not wearing of suitable safety measures by the employee of the Successful Tenderer, the same shall be paid by the Successful Tenderer.
- 14.5 On award of contract, the Successful Tenderer shall arrange airport entry passes for its personnel at its own cost.
- 14.6 The personnel so deployed must be in possession of photo identity cards provided by the Successful Tenderer under its signatures, company name and seal apart from Airport Entry Pass issued by BCAS for entry to be shown if and when demanded by AAAL officials.
- 14.7 The Successful Tenderer shall have a system to issue / retrieve entry pass to / from their employees while they report or leave the premises where service is being provided at the Airport premises, so as to ensure that their employees are not misusing the ENTRY PASS.
- 14.8 The Successful Tenderer shall have a system to surrender the expired / lapsed / terminated entry pass of its employees to the issuing authority.
- 14.9 Any lapse / involvement in theft / pilferage / malpractices on the part of any employee of Successful Tenderer shall be inquired into by AAAL Security / other officials and suitable action including legal proceedings shall be initiated for breach of contractual liability along with penal provisions of various laws.
- 14.10 The Successful Tenderer shall take responsibility for good conduct of its employees in the airport premises. If any employee of the Successful Tenderer is involved in any theft / pilferage of property belonging to any personnel in the premises where Services are being provided, AAAL reserves the right to impose penalty on the Successful Tenderer apart from AAAL’s right to take appropriate legal action.
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- 14.11 The Successful Tenderer shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies / Legal Authorities from time to time, with regard to the provisions of Services.
- 14.12 It shall be the responsibility of the Successful Tenderer to ensure that no unauthorized personnel other than those deployed by it specifically for the services / in the airport premises where service is being given, gains access to the premises when and where the Services are to be provided.
- 14.13 The Successful Tenderer shall provide to AAAL all personal details (name, father's name, age, permanent address & present address) along with passport size photograph, of its employees, who shall be working under this contract in the premises where service is being provided in the airports. AAAL shall arrange to issue a letter of intent [LOI] in favour of the Service Provider before the release of formal contract to enable the Service Provider to apply for entry pass in time before the execution of the Contract.

15 PAYMENT:

- 15.1 All payments to the Successful Tenderer by AAAL for the Services rendered by it shall be subject to the Successful Tenderer maintaining a consolidated service form (as approved by AAAL) indicating the area of the Services rendered and the corresponding dates on which the Services is carried out and same is duly signed by **representative from AAAL, New Delhi** and representative of Service Provider.
- 15.2 Monthly Bills duly signed by Service Provider and AAAL shall be submitted by the 25th of the following month to AAAL, New Delhi authorized officials for due certification by ED Engg, AAAL, New Delhi or officer(s) authorized by him and thereafter shall be forwarded to Finance Department, AAAL, New Delhi office for processing payment.
- 15.3 The payments shall be processed subject to Successful Tenderer attaching proof of compliance with all applicable statutory laws & provisions.
- 15.4 AAAL shall make payment on monthly basis by an account payee cheque within 60 days (45 days for MSME) of the submission of bills for the undisputed amount. The Successful Tenderer shall, along with its bills, submit the requisite proof of services details given, for which the bills are raised, failing which bills shall not be processed for payment.
- 15.5 TDS shall be deducted by AAAL from the payment made against these bills, as per the applicable laws.

16 REMEDIES AND DAMAGES:

Damages shall be levied and remedies shall be exercised in case the personnel of the Successful Tenderer perform with deficiency / shortcomings / failure to adhere to the Tender work scope as given below:

- 16.1 .

In case the cost or fine is imposed due to the repetition of unsatisfactory performance/ services for more than 3 times, AAAL reserves the right to terminate the Contract for material breach by giving a notice period of three months and post which AAAL shall disallow the Service Provider to participate in future Tenders.

During the notice period, if the performance improves, then the notice period may be relaxed or waived off by competent authority.

17 RECOVERY OF SUM DUE:

- 17.1 As per the Contract entered between AAAL and the Successful Tenderer, if any sum of money is recoverable from the Successful Tenderer, AAAL shall be entitled to recover such sum by appropriating in part or full from the Security Deposit already deposited by the Successful Tenderer or from their outstanding bills.
- 17.2 In the event of the Security Deposit being insufficient, the balance or the total amount recoverable, as the case may be, shall be deducted from any sum due to the Successful Tenderer, under this, or any other Contract between the Successful Tenderer and AAAL. Also, should this amount be insufficient to cover the said full amount recoverable, the Successful Tenderer shall pay to AAAL the balance amount, if any, within 30 days of the demand made by AAAL.
- 17.3 If any amount due to the Successful Tenderer is so set off against the said Security Deposit, the Successful Tenderer shall have to make good the said amount, so set off, to bring the Security Deposit to the original value immediately, and in any event, not later than 10 days of the depletion of the original value.
- 17.4 AAAL reserves the right to recover from the periodical payments to the Successful Tenderer, for any loss or damage caused to plant / equipment / machinery / building or any other property of AAAL by negligence or due to any other reason of Successful Tenderer's employees, whatsoever.

18 TERMINATION OF AGREEMENT:

- 18.1 AAAL shall at any time terminate the Contract with immediate effect by giving written notice to the Successful Tenderer, and also if the Successful Tenderer becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to AAAL.
- 18.2 The Contract can be terminated with **three months prior notice by both the parties** at any time during the term of the Contract without assigning any reasons and liability on either side subject to continuity of the Contract during the notice period without compromising the service to AAAL and payment as due to the Successful Tenderer as governed by the terms and conditions of the Tender.
- 18.3 In case of failure of the Successful Tenderer to carry out the Services to the satisfaction / requirement / standards of AAAL, AAAL shall be free to get the Services by

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some other Agency / Party at its sole discretion but at the risk and cost of the terminated Successful Tenderer.

- 18.4 In case if the total accumulated amount of fine levied on the service provider becomes more than Rs. 1,00,000/- during the contract period, then AAAL can terminate the contract.
- 18.5 In case of breach of Contract by the Successful Tenderer, AAAL shall have a right to rescind the Contract at any time without assigning any reasons & without any liability to AAAL. AAAL also reserves the right to claim from the Successful Tenderer any loss sustained due to unsatisfactory performance of the Contract.
- 18.6 If the Successful Tenderer adopts any fraudulent practices at any time during the currency of the Contract as outlined in the Tender, AAAL shall be within its rights to terminate the Contract along with damages.
- 18.7 In the event there being any violation of any labour laws particularly in relation to Payment of Wages Act, Payment of Bonus Act, Minimum Wages Act, ESI, PF and other applicable laws at the time being, the Contract shall be terminated without any notice and all remedies available in law shall be available with AAAL.

19 INTERPRETATION:

In the event of any difference in the interpretation of any of the clauses of the Service Contract/ Agreement and / or the Tender documents, the clarification given by Engineering department - AAAL, New Delhi, shall be final and binding.

20 ARBITRATION:

- 20.1 Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Service Agreement/SLA/ Contract or validity or the breach thereof, shall be referred to GM-MRO, AAAL, Guwahati.
- 20.2 Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the Service Agreement or validity or the breach thereof, shall be referred to "SCOPE FORUM OF CONCILIATION AND ARBITRATION – GOVT OF INDIA" and the award made in pursuance thereof shall be binding on the parties to the arbitration.
- 20.3 The venue of arbitration shall be at Guwahati, India. The Dispute shall be first sought to be resolved as per clause 21.1 above. If the dispute remains unresolved after a period of 90 (ninety) days from the date when the dispute was notified to GM-MRO Guwahati, the matter shall be referred to a Single Arbitrator appointed by the parties, for settlement as per the 'Arbitration and Conciliation Act, 1996' and the award made in pursuance thereof shall be binding on the parties.

20.4 The arbitration proceedings shall be carried out in English and the award of the Arbitration Tribunal shall be final & binding on the parties.

21 JURISDICTION AND GOVERNING LAW:

The construction, interpretation, validity and performance of this Contract / Agreement shall be governed by the laws of India. Any disputes arising out of implementation of the Contract between Alliance Air Aviation Limited and Successful Tenderer whatsoever shall be subject to the exclusive Jurisdiction of the Courts in Guwahati FORCE MAJEURE:

Neither party shall be liable for delay in performing obligations or for failure to perform obligations if the delay results from any of the following (whether happening in India or elsewhere) force majeure event, any event of the nature of Act of God or any Governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, or anything beyond the control of either party. The party shall use all reasonable endeavours to minimize any such delay. Upon cessation of the event giving rise to the delay the parties shall in so far as may be practicable under the circumstance, complete performance of their respective obligations hereunder.

22 NOTICES:

Any notices to be sent by AAAL to the Successful Bidder or vice versa, pursuant to the Contract, shall be sent in writing to the address specified for that purpose in the Contract.

23 THIRD PARTY BENEFIT:

Nothing herein expressed or implied is intended, nor shall it be construed, to confer upon or give to any third party any right, remedy or claim under or by reason of the Contract or any part thereof.

24 EXPENSES:

The Successful Bidder and AAAL shall bear their own respective costs and expenses (including legal expenses) associated with the preparation, negotiation and execution of the Contract and any other relevant documents.

25 SEVERABILITY:

If any clause, section or provision of the 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 Successful Bidder and AAAL shall amend this Contract as appropriate, seeking to achieve the minimum extent necessary to make this Contract, legal valid and enforceable.

26 AMENDMENT:

I/We agree to comply with all terms and conditions. (Signature & Stamp of Bidder)

No amendment, modification, variation or waiver of any provision of this Contract shall be binding or effective unless the same has been made in writing and signed by a duly authorized representative of each of the Successful Bidder and AAAL.

27 CONFIDENTIALITY CLAUSE:

The Parties agree that they will hold in confidence the terms & conditions of this agreement, all information, documentation, designs etc., which comes to their knowledge in the course of the agreement (“Confidential Information”) and will not disclose to any third party including but not limited to media (print or electronic) or use confidential information or any part thereof without the other party’s prior written consent provided that confidential information may be disclosed to any Government or Regulatory authority requiring such disclosure under law.

ANNEXURE 1 - PRICE BID

To
The Convener,
Tender Committee for MRO Services, Alliance Air Aviation Limited., AAAL,
New Delhi

1. Name of the Contract	Tender for providing MRO Services at Diburgarh	
2. Name of the Company / Establishment		
3. Address		
4. Telephone No.		Mobile No:
5. Fax No.		
6. Name of Contact Person:		
7. mail address		

MRO SERVICES:

S. No	Description	Amount (INR)
A	One time cost for Aircraft inspection and technical acceptance for 02 aircraft from HAL Kanpur	
B	One time Charge for Main Base and Bonded store setup at Guwahati: -	
	a. Option 1 - AAAL provides the space for office and store inside the Guwahati airport	
	b. Option 2 - AAAL does not provide space for Office setup and Stores and MRO service provider has to arrange for Office setup and Stores outside the Guwahati airport	
C	One time Charge for one (01) Satellite/transit stations setup	
D	Fixed Monthly charges for 1 st Aircraft for Scheduled & Un scheduled maintenance at main Base Station- Guwahati	
E	Fixed Monthly charges for 2 nd Aircraft for Scheduled & Un scheduled maintenance at main Base Station- Guwahati	
F	Manhour rate for Non-Scheduled Maintenance at transit stations	
	a. For-Engine bore scope	
	b. For-Engine removal/installation	
	c. For-Landing gear removal/installation	
	d. For-Propeller assy. removal/installation	
	e. For-Propeller blades removal/installation	
	f. For-other non-scheduled maintenance work	
G	Monthly Transit certification charges: -	
	a. Option 1 - cost when AAAL Pilots carry out transit certification	
	b. Option 2 - cost when MRO qualified AME carry out transit certification	

Note:

1. All quoted prices are in INR
2. Subject Financial bid format is to be strictly adhered.
3. Subject format to be supplied in Official Letter Head of the firm with stamp and seal of proprietor/Director/Authorised signatory.
4. Conditional bids are not to be submitted and if submitted sub bid are liable to be rejected.
5. Parties will be declared L1 only for composite price
6. L1 Bidder shall be determined on the basis of the total cost including onetime Cost and monthly charges (A+B+C+D+E+F+G) as above over the contract period excluding taxes and levies.

I /We agree to comply with all terms and conditions.

(Signature & Stamp of Bidder)

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7. The cost to be provided without GST.
 8. The taxes and levies should be mentioned separately.
 9. Cost to be provided both in figures and in words.

UNDERTAKING:

1. I have carefully gone through and have understood the General Terms & Conditions, Scope of Work of the Tender and agree to accept the same.
2. The Price Bid shall be valid for 120 days from the date of opening of Technical Bid.
3. I hereby confirm that I am authorized to sign the Tender document.
4. All the pages of the Price Bid (Annexure 1) i.e. are to be signed including any overwriting.
5. Certified that the above quoted rate is exclusive of GST or any other tax payable to the Government.

Date: _____

Place: _____

Signature: _____

Name: _____

Designation: _____

Company Name & Seal: _____

Annexur 2

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

Format for submitting Variance Statement of Terms & Conditions

Variance Statement-Technical Bid Requirements

a. Variation w.r.t AAAL specified Technical Requirements & Conditions

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

b. Additional Technical Terms & Conditions Specified by the Lessor

S. No	Ref	Description of Additional Term & Condition

*Additional page may be used if required.

Name: _____

Designation: _____

Company: _____

Phone: _____

Mobile : _____

mail : _____

I /We agree to comply with all terms and conditions.

(Signature & Stamp of Bidder)

Annexur 3

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

Format for submitting Variance Statement of Terms & Conditions

Variance Statement - Financial Bid Requirements

- a. Variation w.r.t AAAL specified Financial Terms & Conditions

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

- b. Additional Financial Terms & Conditions Specified by the Lessor

S. No	Ref	Description of Additional Term & Condition

*Additional page may be used if required.

Name: _____
 Designation: _____
 Company: _____
 Phone: _____
 Fax: _____
 Mobile : _____
 mail : _____

I /We agree to comply with all terms and conditions.

(Signature & Stamp of Bidder)

ANNEXURE 4 - INDEMNITY BOND

THIS INDEMNITY BOND is executed on this _____th Day of _____2024,
by _____

_____ having, its Registered Office
at _____ herein after referred to as Service Provider (which expression
shall unless it be repugnant to the context to the meaning thereof shall be deemed to mean and include
its successor and assigns).

Whereas _____ (name of the Service Provider) shall enter into an agreement with M/s.
AAAL, a Company hereinafter referred to as "AAAL" incorporated in New Delhi under Companies
Act, 2013 having, its Registered Office at at 2nd Floor CRA Building, Safdarjung Airport, New Delhi
110003 and its MRO at Guwahati, (which expression shall unless it be repugnant to the context to the
meaning thereof shall be deemed to mean and include its successors and assigns)

And whereas the Service Provider by means of an agreement shall provide MRO Services to AAAL at
MRO Guwahati.

1. In terms of terms and conditions specified in the Tender Document **AAAL/Dornier-MRO/Engg/D25/125 dated 30/05/2025** the Service Provider agrees to undertake to keep AAAL indemnified against any claims / cost / damages and penalties in respect of breach of any Labour Laws both Central and State.
2. We hereby undertake to fulfill all the terms and conditions specified herewith with regard to labour compliance under all applicable laws.
 - a. We shall be liable for due observation and implementation of the statutory conditions or requirements of labour laws as applicable to his employees. The Tenderer shall duly comply with all Central and State Acts, laws, statutory rules, regulations, by laws as applicable or which might be applicable to the Service Provider/Tenderer.
 - b. We shall at all times indemnify and keep indemnified the Company against any/all claims under the Payment of Wage Act, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Employees' State Insurance Act, **any other Statute that may be applicable from time to time** or any other Act(s) or statutory amendments / modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury / death sustained by any worker or other personnel of the Tenderer or in respect of any claim, damage or compensation under Labour Laws or any other laws or rules made thereunder, by any person whether in the employment of the Tenderer or not, who provided or provides the said Services under this Agreement.
 - c. We shall indemnify Alliance Air Aviation Limited at all times against any damages so caused to the Company on account of failure on the part of the Tenderer to obtain such licenses and permission. The successful tenderer shall furnish an indemnity Bond as per format

I /We agree to comply with all terms and conditions. (Signature & Stamp of Bidder)

attached on a separate non-judicial stamp paper of Rs. 200/- duly notarized along with the Technical Bid (Section III).

d. Compliance under provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948:

- i. We/our Company/Organization shall ensure that their firm is registered under the Employees Provident Fund and Miscellaneous Provisions Act and Employees State Insurance Act having its independent Code number. Thus we/our Company/Organization shall ensure that all the eligible employees are covered under these Acts. The Service Provider must supply a copy of registration if already registered under EPFMP Act 1952.
- ii. We/our Company/Organization shall ensure that all mandatory contributions in respect of Provident and ESI are mandatorily paid to the concerned authorities latest by 15th and 21 of the following month. The Service Provider must supply a copy of return for depositing contribution of ESI and Provident Fund on demand to the principal employer.
- iii. While submitting bills to AAAL as above, we shall also render documentary evidence with an undertaking of the deposits of Provident Fund / ESI contributions made by them in respect of the workforce under consideration for payment of wages, failing which, the payment of the bill by AAAL shall be withheld until such compliance. Copy of the format for details to be furnished is attached in Annexure H.
- iv. In case, while on duty and during the course of engagement in the work premises of the AAAL under this Agreement, if any of the workforce deployed by us meet(s) with any injury indisposition due to the accident or other natural calamities, we shall ensure that immediate and adequate medical aid viz. First-aid and subsequent treatment facilities are provided to the person(s) concerned free of cost and without fail. In addition, we/our Company/Organization shall also be liable for meeting with statutory liabilities under the Employee's State Insurance Act, 1948 and all other applicable statutes for the time being in force.

e. Compliance under provisions of other relevant applicable acts:

We/our Company/Organization hereby confirm that we shall have our Company/Organisation registered with each and every authority under all applicable provisions of law, requiring registration and it is further confirmed that all licenses required under each and every applicable provisions of law had been granted to the said Tenderer and that the provisions of Contract Labour (Regulations and Abolition) Act, 1970, Employees Provident Fund and Misc. Provisions Act, 1952, Employees State Insurance Act, 1948, , 1936, Employee's Compensation Act, 1923 , Employer Liability Act, 1938, Payment of Wages Act 1936, Minimum Wages Act 1948 (or any other statute that may be applicable from time to time) are being followed by the said Tenderer in strict compliance thereof. We/our Company/Organizations shall ensure that all returns that are required to be submitted under the applicable labour laws shall be submitted from time to time.

f. Personnel related compliance:

- i. We/our Company/Organization shall not engage any workmen below the age of 18 years. We/our Company/Organization shall produce age proof in respect of the workmen deployed by us.
- ii. It is confirmed that we/our Company/Organization shall be the only employer in respect of

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- the personnel deployed by us and AAAL shall not be held partially or fully responsible for any dispute that may arise between us and our Personnel.
- iii. At no stage of the Contract shall our employees be deemed to be employees of AAAL. We/our Company/Organization shall be liable not only to pay wages to our employees but we/our Company/Organization shall also be liable to make mandatory payments such as overtime, payment for weekly offs, compensation if any, notice pay, gratuity or bonus as applicable/payable. The principal employer shall not be held liable for any obligation in this regard on our part.
- iv. Further we/our Company/Organization shall be responsible for providing facilities such as canteen, transport and medical to our employees as it shall not be binding on AAAL to provide these facilities to the persons deployed by us. We shall make arrangements to provide proper and valid identity cards to the employees.
- v. We / our company / organisation shall ensure that payment of wages shall be made through ECS and the bank details in respect of the personnel deployed by us shall be furnished within 20 days from the date of execution of the Contract.
- g. We/our Company/Organization shall strictly ensure that the wages paid to their employees shall not be less than the minimum wages **prescribed by the State Government for the category of personnel with relevance to the Engineering Industry or higher as provided in** the applicable Notifications as may be issued from time to time or any other minimum wages that may be made applicable from time to time, is paid each month to the workmen deployed by us. We shall issue salary slips to each of the workmen engaged by them every month in respect of the wages paid. We shall ensure that the workmen deployed by them are granted a paid weekly off. This shall be a mandatory compliance. AAAL would have liberty to ensure from the record of Service Provider as to whether minimum wages as specified from time to time by government is being paid or not.
- h. All payments shall be made to the workmen deployed by us/our Company/Organization on a monthly basis through ECS.
- i. We/our Company/Organization shall perform the work assignments to the best satisfaction of the AAAL. In case of unsatisfactory performance, intimation shall be given in writing to us and the AAAL reserves the right to cancel the Contract forthwith after due notice period. In that event of any legal payments to be/being made by the Principle Employer to the workforce engaged by us, the same shall be recoverable shall be fully recoverable from the my/our Security deposit /outstanding bills.
- j. It shall be our sole responsibility to settle disputes if any, rising, between ourselves and the personnel engaged by us. The Management of AAAL shall not be in any way be responsible, in the event, the personnel engaged by us/our Company/ Organisation, approach the competent authority, under any Labour Act or the Court. The entire expenses in this behalf shall be borne by us/our Company/ Organisation. If we fail to comply with mandatory requirements under all the applicable Acts/Laws, we shall alone be responsible for all action initiated by the Enforcing Agencies of the Government & others, including penalties imposed thereon and AAAL shall have no obligation towards such action taken by the said Enforcement Agencies.
-

3. In terms of **Clause 10 in Section V** of the terms and conditions specified in the Tender Document, we/our Company/Organization agrees to be responsible for ensuring the compliance of Labour Laws both Central and State especially, but not limited to Employees State Insurance Act, 1948 and Workmen's Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act 1952, Payment of Wages Act 1936, Minimum Wages Act 1948, Contract Labour (Regulations and Abolition) Act, 1970, Employers' Liability Act, 1938, Maternity Benefit Act, 1961 and Bombay Labour Welfare Fund Act, 1953 or any other statute that may be as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any other provisions of Labour Laws and shall indemnify AAAL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of Laws in force.
4. It is further agreed that we/our Company/Organization shall indemnify AAAL against any claim/s with regard to Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, Contract Labour (Regulations & Abolition) Act, Workmen Compensation Act, Bombay Labour Welfare Fund Act, any relevant Acts/Laws prevailing during the validity of the Contract applicable to the Service Provider and other emoluments/allowances payable to the workmen deployed by the Service Provider during the validity of the Contract. The Service Provider confirms that all records of payments including Wage Registers/Muster Roll/Bank Clearance Statements/Overtime incurred penalties and advances if any in respect of the workmen engaged by us/our Company/Organization shall be maintained and produced as and when required by the AAAL and/or any other third party including Government Agencies/Authorities.
5. We/our Company/Organization hereby indemnifies and agrees to keep the AAAL indemnified, during the period of the Contract and even thereafter (where applicable), to make good any losses, payments, penalties incurred by the AAAL on account of non-compliance of whatsoever nature on our part in the matter of all applicable legislations with regard to his employees deployed on Contract awarded to them by the AAAL.
6. We/our Company/Organization hereby indemnify/indemnifies and agree to keep the AAAL indemnified, against any clause elsewhere as referred to in this Tender document No. AAAL/MRO FOR DORNIER- **AAAL/Dornier-MRO/Engg/D25/125** dated **30/05/2025**: which specifies so.

Signed, Sealed & Delivered

Within the named _____

Through their Director/Proprietor/Representative

Witness:

1.

2.

Date:

I /We agree to comply with all terms and conditions.

(Signature & Stamp of Bidder)

ANNEXURE 5 - LETTER OF AUTHORIZATION FOR ATTENDING PRE BID MEETING

(On Company's Letter Head)

To,
Sr Executive – Engg.,
Alliance Air Aviation Limited,
Alliance Bhawan,
IGIA Terminal 1, New Delhi - 110037

Subject: Authorization for attending pr bid meetings.

Tender No.: **AAAL/Dornier-MRO/Engg/D25/125** Closing Date (30-05-2025): 12:00

Date of Pre Meeting (23/05/2025)

Time of Meeting at: 15:00 to 16:00

The following people (s) are hereby authorized to attend the pr bid meetings for the tender mentioned above on our behalf.

Sr. No.	Name	mail ID	Contact No.	Signature
1				
2				

The email id for sharing the video conference link: _____

(Authorized Signatory)

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 pr bid meeting well in time.
3. The authorized representatives must carry a valid photo identity.

I /We agree to comply with all terms and conditions.

(Signature & Stamp of Bidder)

ANNEXURE 6 – SERVICE LEVEL AGREEMENT

Document Owner :	Alliance Air Aviation Limited
------------------	-------------------------------

Version

Version	Date	Description
1.0		Service Level Agreement

Approval

(By Signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
AI Engineering Services Limited, AAAL, New Delhi	GM-Engineering		
_____	Proprietor/Director/ Authorized Signatory		

1. Agreement Overview:

This Agreement represents a Service Level Agreement (“SLA” or “Agreement” or “Contract”) between M/s _____ and Alliance Air Aviation Limited for the provisioning of MRO services required at Alliance Air Aviation Limited., MRO- Guwahati.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all of MRO Services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives:

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent MRO Services and support to the Alliance Air Aviation Limited, MRO- Guwahati by the Service Provider.

I /We agree to comply with all terms and conditions. (Signature & Stamp of Bidder)

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision.
- Match perceptions of expected service provision with actual service support & delivery.
- Outline Services to be offered and working assumptions between the AAAL and Service Provider.
- Quantify and measure service level expectation
- Outline the potential methods used to measure the quality of Service provided
- Define mutual requirements and expectations for critical processes and overall performance.
- Strengthen communication between AAAL and Service Provider
- Provide a viable/feasible medium for resolving conflicts
- Any other matter which is required to assess the Service Provider's performance.

3. Stakeholders

The following Service Provider and Alliance Air Aviation Limited, MRO- Guwahati shall be used as the basis of the Agreement and represent the primary stakeholders associated.

With this SLA:

M/s. _____ ("Service Provider")

M/s. Alliance Air Aviation Limited, MRO- Guwahati ("Customer")

4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid for **two** years. This Agreement shall be reviewed at a minimum once every quarter; however, in lieu of a review during any period specified, the current Agreement shall remain in effect.

The Business Relationship Manager ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner shall incorporate all subsequent revisions and obtain mutual agreements/ approvals as required.

Business Relationship Manager: GM, Alliance Air Aviation Limited, MRO- Guwahati or his nominee.

Review Period: Every Quarter

First Review Date: 1st review will be carried out three months after the execution of the Contract and thereafter every three months. (Every quarterly)

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the on-going support of this Agreement.

I /We agree to comply with all terms and conditions. (Signature & Stamp of Bidder)

5.1 Service Scope

MRO Services as per Scope of Work outlined in Annexure A of the Tender document: **AAAL/Dornier-MRO/Engg/D25/125** dated **30.05.2025** with the service standards specified therein and the additional standards specified in LOI of date _____.

5.2 Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Certification of the task performed as assigned to the service personnel from time to time.
- Certification of the bills by the designated official, the list shall be provided after 15 days from the commencement date of the contract; in case of any change of designated official, the same shall be intimated in writing to the service provider.
- Payment for all support costs at the agreed interval.
- Reasonable availability of designated supervisor of the service provider when resolving a service related incident or request, deployed at own cost of Service provider.

5.3 Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service & with recommended manpower related incidences.
- Appropriate notification to Customers for all scheduled activity.
- The deployment of personnel by the Service Provider will be done subject to suitability.

5.4 Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services shall be communicated and documented to all Stakeholders in the addresses indicated below.
- **Customer:** GM (Engg.), Alliance Air Aviation Limited, MRO- Guwahati, ,
 - **Proprietor, (of the Service Provider):** Mr.
 - M/s _____,
 - Email:

5.5 Any other matter which is required to assess the Service Provider's performance.

6 Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

6.1 General Service Requirements

1) Allocation:

I /We agree to comply with all terms and conditions.

(Signature & Stamp of Bidder)

The allocation of Service shall be advised by Alliance Air Aviation Limited specifying the location and numbers required.

2) **Reviews:**

Periodical review meetings shall be held between the company & the service provider to review the quality & quantum of service provided by the Service Provider & shall discuss any modifications if required.

3) **Service Performance:**

The decision of Alliance Air Aviation Limited., or any officer authorized by AAAL, shall be final with regard to the satisfactory performance of the Services and any matter arising there from shall be binding on the Service Provider.

4) **Audits:**

GM, Alliance Air Aviation Limited., MRO- Guwahati or his representative shall audit the capability of the Service Provider, before the commencement of the work. Subsequently, AAAL shall be at liberty to perform periodical audits/ spot checks at their discretion.

5) **Statutory Payments:**

The Service Provider shall maintain proper record/ register as required under the Contract Labour (Regulation & Abolition) Act 1970 and rules and other relevant enactments thereon. The records/registers shall be produced for verification/ inspection as and when required by AAAL, who shall have powers to conduct checks regarding statutory payments of wages, ESI, EPF, and other applicable statutes for the time being in force.

6) **Workforce:**

The Service Provider shall deploy well behaved / skilful employees/workforce of unblemished character and with duly verified antecedents.

7) **Workforce –Details & Verification:**

The Service Provider shall furnish to the company in writing the name, parentage, residential address, educational & technical qualifications, specimen signatures, fingerprints and two recent passport size photographs of all personnel whom he proposes to employ for the purpose of this contract. The company shall be at liberty to forbid the deployment of any person whom it may consider undesirable after verification. The Service provider shall also have the character & antecedents of all persons employed by him verified by the police to the satisfaction of the company before a workman is deployed by the contractor. The proof of antecedent's verification by the prescribed authority shall be submitted to the company before deploying the individual for this contract. The appointment /assignment letter to work under this contract at AAAL – copy to be furnished.

8) **Uniform & Accessories:**

All employees of the Service Provider shall report for duty in proper and suitable attire. They will report for duty in a presentable condition at all times. It is also to be ensured that the said personnel report for punctually as per the office timings.

6.2 Operational Service Requirements

1) **Liaising:**

It shall be the responsibility of the Service Provider to maintain continuous liaison with AAAL officials at all levels. The supervisor of the Service Provider shall be solely responsible in this regard.

2) **Work-Area:**

The Service Provider shall ensure that none of their employees/ workforce entering the areas of Offices, Hangars, Shops, Plants for which they are not specifically designated, as per the duty roster and any violation thereof, shall render the concerned individual to forfeiture of his Entry permit besides imposition of penalty as may be decided by the designated authority officials.

In case anything unusual or any abnormal is observed by the staff of the Service Provider that belongs to the Company/ Management of AAAL, the same shall be immediately informed & handed-over to AAAL authorized staff.

3) **Items in Office:**

In case of missing items/theft on the office, proven to be done by the staff of the service provider, AAAL at its sole discretion may levy penalty as deemed fit, against the service provider and / or the staff concerned.

While performing the various MRO services by the personnel of the Service Provider if any item belonging to AAAL is found, the same shall be deposited immediately to the Officials of AAAL against receipt.

4) **Statutory facilities:**

The Service Provider shall ensure that all statutory facilities are extended to the personnel deployed by him.

5) **Work Culture:**

The Service Provider shall ensure that the staff deployed by him shall maintain polite and courteous behavior towards employees & staff of AAAL and also of customer airlines. If AAAL has any misgivings about any individual staff of the Service Provider, the said staff shall be removed by the service provider forthwith.

6) The Service Provider shall ensure that his staff shall not be under the influence of liquor or any other intoxicants while on duty. In the event of such happenings, the staff shall have to be removed from the services by the Service Provider and any damage caused by such of the Service Provider's employees shall be borne totally by the Service Provider including, legal expenses. The Service Provider staff shall not be loitering around when no work is assigned to them.

7) **Service Deficiency:**

The Service Provider shall make all possible efforts to overcome deficiencies in standards of service brought to their notice within a reasonable time frame (as mentioned in the contract document, penalty clauses).

8) Servicing –Personnel, Office Equipment:

The personnel & office equipment to be used by them as specified in the Contract/ amendment letter to be provided with.

9) Transportation:

The Service Provider has to make its own arrangement to their transport their personnel to the place of work.

10) Refreshments:

The Service Provider has to make its own arrangement for tea, coffee, refreshments & meals of their employees during the working hours and shall not be permitted to use any of AAAL MRO- Guwahati s Canteen facilities for their worker and same shall be discussed separately. The staff shall be suitably rostered to avoid any delay in service, due to break timing.

11) Any default on part personnel deployed by the Service Provider in terms of attendance, behaviour and non-performance shall be recorded in a logbook.

12) The Service Provider shall ensure that the personnel deployed by him are available in the event of any exigencies of work. If such a requirement arises the Service Provider will be informed in advance.

13) Payments & Monthly-Bills:

The Service Provider shall make payment of monthly salary / wages (in compliance with minimum wages act) to its workmen on or before seventh or 07th of Day of subsequent month as applicable.

The Service Provider shall submit monthly bills duly supported by details of Services rendered on a day to day basis with the total number deployed each day. The bills will be raised after fulfilling all the compliances as required under the various applicable statutes that are in force.

On receipt of the bills, the Authorized Officials of AAAL shall check the same as per records of the Service form.

Any deficiency in Service will attract additional cost (as per the contract document), the same shall be reflected on the bill/invoice before forwarding the bill to the Finance Department for final payment.

In this connection, records of statutory payments, as mentioned in Section-a, Point-5 above shall also be scrutinized every month before the settlement of bills any discrepancy in this regard shall result in payment getting delayed. The Service Provider shall ensure that such records are kept proper & updated and submitted with monthly invoices on a regular basis.

The Service provider assures not to delay payment of wages / salary to his workmen under any circumstance and to ensure availability of adequate funds with them to pay wages / salary to their workmen in the eventuality of delay in payment of his monthly bills.

6.3 Service Provider shall ensure the provisions of all applicable welfare statutes and other applicable statutes will be meticulously complied by him.

I /We agree to comply with all terms and conditions.

(Signature & Stamp of Bidder)

6.4 The Service provider shall not undertake / provide / arrange subject services directly to any of AAAL Guwahati MRO or customer Airlines of AAAL.

7 Governing Terms and Conditions

The terms and conditions that govern the Contract as outlined in the Tender document with Tender Ref. No. **AAAL/Dornier-MRO/Engg/D25/125** dated **30.05.2025** shall be deemed to be incorporated in the Agreement.

Signed on _____ at _____

M/s. Alliance Air Aviation Limited, MRO- Guwahati

(Customer)

M/s. _____

(Service Provider)

I /We agree to comply with all terms and conditions.

(Signature & Stamp of Bidder)

10 May 2025

Annexure 7
INTEGRITY PACT
BETWEEN

Alliance Air Aviation Limited (AAAL), hereinafter referred to as “The Principal”,

And

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

PREAMBLE

The principal intends to award, under laid down organizational procedures, contract(s) for_____. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. The word ‘take’ shall also include the past and future.
 - b. The principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The principal will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

I /We agree to comply with all terms and conditions.

(Signature & Stamp of Bidder)

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or the conduct rules of the principal, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption in their dealings with AAAL. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (Page nos. 6-7).
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Contractor/Bidder and in the agreement entered into by the Principal with the Contractor/Bidder.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences or acts outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is placed at Page nos. 51 – 60.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security and other actual damages due to the consequential delay.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.
3. The Contractor/Bidder shall not be entitled to claim from the Principal any amounts either as damages or otherwise, on account of termination.

Section 5 – Previous transgression

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

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

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

I /We agree to comply with all terms and conditions.

(Signature & Stamp of Bidder)

Section 8 – Independent External Monitor/Monitors

- 3.1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 3.2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to the Chairman, AAAL.
- 3.3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.
- 3.4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 3.5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 3.6. The Monitor will submit a written report to the Chairman, AAAL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 3.7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the AAAL Board.
- 3.8. If the Monitor has reported to the Chairman AAAL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman AAAL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 3.9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 3 years after the last payment under the contract, and for all other Bidders 12 months after the contract has been awarded to the successful bidder.

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

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

I /We agree to comply with all terms and conditions.

(Signature & Stamp of Bidder)

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members and in the case of a Company by an authorised representative.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issue like Warranty/guaranty etc. shall be outside the preview of IEMs.
6. In the case of any contradiction between the integrity pact and its Annexure, the clause in the integrity Pact will prevail.

 (For & On behalf of the principal)

(Office Seal)

 (For & On behalf of
 Bidder/ Contractor)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

.....

 I /We agree to comply with all terms and conditions.

 (Signature & Stamp of Bidder)

GUIDELINES ON BANNING OF BUSINESS DEALINGS

CONTENTS

S.No.	Description	<u>Page(s)</u>
1.	Introduction	
2.	Scope	
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7.	Banning of Business Dealings	
8.	Removal from List of Approved Agencies-Suppliers / Contractors etc.	
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10.	Appeal against the Decision of the Competent Authority	
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12.	Circulation of the names of Agencies with whom Business Dealings have been banned	

1. Introduction

- 1.1 AAAL, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of the Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. AAAL has also to safeguard its commercial interests. AAAL deals with *Agencies*, who have a very high degree of integrity, commitment and sincerity towards the work undertaken. It is not in the interest of AAAL to deal with Agencies who commit deception, fraud or exercise of coercion or undue influence or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on AAAL to observe principles of natural justice before banning business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

i) *'Party/Contractor/Supplier/Purchaser/Customer'* shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. *'Party/Contractor/Supplier/Purchaser/Customer'* in the context of these guidelines is indicated as *'Agency'*.

ii) *'Inter-connected Agency'* shall mean two or more companies having any of the following features:

- a) If one is a subsidiary of the other.
- b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common.
- c) If Management is common.
- d) If one owns or controls the other in any manner.

iii) *'Competent Authority'* and *'Appellate Authority'* shall mean the following:

a) For Company (entire AAAL) Wide Banning

The Chief of MMD in charge of Procurement shall be the *'Competent Authority'* for the purpose of these guidelines. Chairman, AAAL shall be the *'Appellate Authority'* in respect of such cases.

b) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach AAAL Board as Second Appellate Authority.

c) For Departments / Stations only

Any officer not below the rank of Head of Department appointed or nominated by the CEO Head shall be the *'Appellate Authority'* in all such cases.

d) For Corporate Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Chief of MMD shall be the *"Competent Authority"* and Head of Engineering shall be the *"Appellate Authority"*.

e) Chairman, AAAL shall have overall power to take Suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) *'Investigating Department'* shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State

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Police or any other authority or agency set up by the Central or State Government having powers to investigate.

- v) *List of approved Agencies - Parties/Contractors/Suppliers/ Purchasers/Customers* shall mean and include list of approved/registered Agencies - *Parties/Contractors/Suppliers/ Purchasers/Customers*, etc.

4. Initiation of Banning/Suspension

Action for banning/suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. The Vigilance Department of AAAL shall have the right to recommend banning/suspension and this shall be binding on the Head of Engineering (HOE)/Head of Revenue Management (HRM), and non-compliance of these recommendations/instructions shall be deemed to be misconduct on the part of the Head of the Department/SBU.

5. Suspension of Business Dealings

- 5.1. If the conduct of any Agency dealing with AAAL is under investigation by any department (except Foreign Suppliers of imported coal/coke), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period
- 5.2. The order of suspension shall be communicated to all Departmental Heads within the Departments/Stations. During the period of suspension, no business dealing may be held with the Agency.
- 5.3. As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4. If the gravity of the misconduct/violation under investigation is very serious and it would not be in the interest of AAAL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), AAAL Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct/violation, it would not be desirable for all the Departments/Stations and Subsidiaries of AAAL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Departments/Stations by the Competent Authority of the Corporate Office, copy of

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which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers, following shall be the procedure: -

5.4.1. Suspension of the foreign suppliers shall apply throughout the Company including Subsidiaries.

5.4.2. Based on the complaint forwarded by Chief of MMD or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of AAAL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Chief of MMD to place it before a committee consisting of the following:

5.4.2.1. Chief Finance Officer (CFO).

5.4.2.2. Head of Engineering (HOE).

5.4.2.3. Head of Revenue Management (HRM).

5.4.2.4. Office Legal.

The committee shall expeditiously examine the report, give its comments/recommendations within twenty-one (21) days of receipt of the reference by Chief of MMD.

5.4.3. The comments/recommendations of the Committee shall then be placed by ED- Procurement before the competent authority before planning to the Board of AAAL and if the Board opines that it is a fit case for suspension, Head of Engineering (HOE) may pass necessary orders which shall be communicated to the foreign supplier by Head of Revenue Management (HRM).

5.5. If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.6. It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

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

6.2. If the Director/Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or AAAL, during the last five years.

6.3. If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency

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have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.

- 6.4. If the Agency continuously refuses to return/refund the dues of AAAL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.
 - 6.5. If the Agency employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence.
 - 6.6. If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise.
 - 6.7. If the Agency has resorted to Corrupt, fraudulent practices, coercion, undue influence and other violations including misrepresentation of facts.
 - 6.8. If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (AAAL) or its official in acceptance/ performances of the job under the contract.
 - 6.9. If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations.
 - 6.10. Willful indulgence by the Agency in supplying sub-standard material irrespective of whether the pre dispatch inspection was carried out by Company (AAAL) or not.
 - 6.11. Based on the findings of the investigation report of CBI/Police/internal Vigilance or any other investigative agency including Government Audit against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (AAAL) or even otherwise.
 - 6.12. Established litigant nature of the Agency to derive undue benefit.
 - 6.13. Continued poor performance of the Agency in several contracts.
 - 6.14. If the Agency misuses the premises or facilities of the Company (AAAL), forcefully occupies tampers or damages the Company's properties including land, water resources, forests / trees, etc.
- (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1. Normally, a decision to ban business dealings with any Agency should apply throughout the Company including Subsidiaries. However, the Competent Authority of the Department/Unit except Corporate Office can impose such ban unit-wise only if in the particular case banning of business dealings by respective Department/Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/default to beyond the Department/Unit. Any ban imposed by Corporate Office shall be applicable across all Departments/Stations of the Company including Subsidiaries.
- 7.2. For Company-wide banning, the proposal should be sent by ACVO of the Department/Unit to the CVO through the Head/Chief of the Department/Unit setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported coal/coke.

The Corporate Vigilance shall process the proposal of the Department/Unit for a prima-facie

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view in the matter by the Competent Authority nominated for Company-wide banning.

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

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

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

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

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

7.4 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

8. Removal from List of Approved Agencies - Suppliers/Contractors, etc.

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers/Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries.

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

9. Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.
- 9.2 If the Agency requests for inspection of any relevant document in possession of AAAL, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established.
 - b) For removing the Agency from the list of approved Suppliers/Contractors, etc.
 - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall be to the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

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

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

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been

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banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

- 12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, AAAL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.
- 12.4 Based on the above, Departments/Stations may formulate their own procedure for implementation of the Guidelines.
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Alliance Air Aviation Limited.

INTEGRITY PACT PROGRAM

I. INTRODUCTION

Alliance Air Aviation Ltd. (AAAL) is a premier Public Sector airline engaged in air transportation of passengers and cargo in India. The brand name of the Company is Alliance Air, and it conducts its business by benchmarking itself to the highest ethical standards and adopting the best practices followed by the industry.

It does business with a number of domestic and international Bidders, Contractors and Vendors of goods and services (Counterparties). AAAL is committed to fostering the most ethical and corruption-free business environment. AAAL values its relationships with all Counterparts and deals with them in a fair and transparent manner.

In order to achieve these goals, AAAL is implementing the Integrity Pact Program in cooperation with the Central Vigilance Commission (CVC) in respect of all contracts of the value of Rs.10 crores and above. As a part of this initiative, AAAL will, in consultation with CVC, appoint external Independent Monitors who will help AAAL in implementing the Integrity Pact Program. The Integrity Pact would be signed by the Principal and the Vendor at the pre tendering stage itself and will form part of the Tender document. A pre signed Integrity Pact by the Principal would form part of the Tender document. The Vendors would sign the Pact and submit it along with the financial and technical bids.

The ingredients of AAAL's Integrity Pact Program are broadly based on: -

- Commitments and Obligation of AAAL and its employees

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- Commitments and Obligation of Counterparties
- Violation and Consequences
- Independent Monitor
- Implementation Guidelines
- Role of Independent Monitors.

II. COMMITMENTS AND OBLIGATION OF AAAL

- a. AAAL is committed to have the most ethical and corruption-free business dealings with its Counterparties.
- b. AAAL values its relationship with all Counterparties and will deal with them in a fair and transparent manner.
- c. AAAL and/or its Associates (employees, agents, consultants, advisors, etc.) will not seek or take bribes / undue benefit directly or indirectly for themselves or for third parties.
- d. In a competitive tender as well as in general procurement, AAAL will deal with all Counterparties with equity, reason and fairness.
- e. AAAL will exclude all Associates who may be prejudiced or have a Conflict of Interest in dealings with Counterparties.
- f. AAAL will honor its commitments and make do payments to Counterparties in a timely manner.
- g. AAAL will initiate action and pursue it vigorously whenever corruption or unethical behavior occurs.

III. COMMITMENTS AND OBLIGATIONS OF THE 'COUNTER-PARTY'

- a. The Counterparty, directly or indirectly (through Agent, consultant, advisor, etc.), will not pay any bribes or give illegal benefit to anyone to gain undue advantage in dealing with the Principal, AAAL.
- b. The Counterparty will not engage in collusion, Price Fixing, etc. with other Counterparties in dealing with the Principal, AAAL.
- c. The Counterparty will not pass on to any third party any of the Principal's confidential information unless authorized by the organization.
- d. The Counterparty will promote and observe best ethical practices within its organization.
- e. The Counterparty will inform the Independent Monitor:
- f. If it receives demand for a bribe or illegal payment/benefit and
- g. If it comes to know of any unethical or illegal practice in the Principal's organization (AAAL)
- h. If it makes any payment to any of AAAL's Associates.
- i. The Counterparty will not make any false or misleading allegations against AAAL or its Associates.

IV. VIOLATIONS & CONSEQUENCES

- a. If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Program during the bidding process, it shall be liable to compensate AAAL by way of Liquidated damages amounting to a sum equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher, or an amount determined by the Independent Monitor.
- b. In case of violation of the Integrity Pact whereby after award of the Contract the Principal (AAAL) terminates or is entitled to terminate the Contract, AAAL shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount

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equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher, or an amount determined by the Independent Monitor.

- c. AAAL may ban and exclude the Counterparty from future dealings until the Independent Monitor is satisfied that the Counterparty will not commit any future violation.
- d. AAAL may initiate criminal proceedings against the violating Counterparty, depending on the gravity of the violation.
- e. In case there is a violation of the Integrity Pact by the Principal (AAAL) or its Associates (i.e., employees, agents, consultants, advisors, etc.), AAAL undertakes to take appropriate action against them.
- f. If the complaint made by a counterparty is found to be frivolous or mischievous, action in the form of certain sanctions would be taken against the said complainant.

V. INDEPENDENT MONITOR

1. Chairman/CEO, AAAL, is the authority to appoint Independent Monitor(s) to oversee the implementation and effectiveness of the Integrity Pact Program. The process for their appointment shall be similar to Outside Expert Committee (OEC). For this purpose, a panel of Independent Monitors may be constituted by AAAL and the same may be referred to CVC for clearance.
2. The Independent Monitor will be a person of Impeccable Integrity; Knowledgeable of AAAL's business and experienced in commercial activities.
3. It will be a voluntary, non-salaried position of 3 years terms. Independent Monitor will have stature/benefits similar to those of Chairman of the Audit Committee of Board/status of the Directors of AAAL. The remuneration and perquisites would be similar to the remuneration/perks of independent Directors on the Board of AAAL.
4. The main objective of the Independent Monitor will be to oversee the implementation of the Integrity Pact Program, to prevent corruption, or any other unethical practices in the implementation of the contract.
5. The Independent Monitor will not have administrative or enforcement responsibilities. He will coordinate his efforts through the CVO or other anti-corruption institutions such as CVC. (He may engage services of outside agencies such as accounting firms, law firms, etc. at AAAL's expense, if required, in discharge of his responsibilities after obtaining the approval of the Chairman/CEO)
2. The Independent Monitor will have access to all offices and internal records of the Principal in respect of the Tender in question. He will also have access to Counterparties' records and information regarding its dealing with the Principal.
3. The Independent Monitor will have the right to attend any meetings between the Principal and the Counterparties. As far as possible, the meetings should be scheduled in India. In respect of any meeting to be held outside India, attendance by the Independent Monitor would be decided in consultation with the Chairman/CEO, AAAL.
4. If the Independent Monitor observes or suspects an irregularity, he will inform the Chairman of AAAL. Once the Independent Monitor is satisfied that any irregularity has taken place, he may also inform the CVO and CVC.

VI. IMPLEMENTATION GUIDELINES

To implement the Integrity Pact Program, the following general guidelines are suggested:

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- a. To select and appoint a Panel of Independent Monitors in consultation with the CVC.
 - b. To get commitment from all Senior Level executives/officials of AAAL to implement the program. It should be recognized that there may be resistance to Integrity Pact program.
 - c. To develop detailed implementations plans and finalize the Integrity Pact document in consultation with the Independent Monitors.
 - d. To notify all senior staff members, Board of Directors, any other over-sight body of the Organization and major suppliers of AAAL's plans to implement Integrity Pact program, which is to be Included in AIL's web site and also disclose this initiative to the media.

VII. PERIODIC REVIEW & EVALUATION

It is recommended that the Board of Directors of AAAL periodically review the effectiveness of Integrity Pact Program by all or some of the following measures: -

1. The Independent Monitors and senior leadership of AAAL do an annual self-assessment of Integrity Pact Program effectiveness and identify areas/ways to improve the same.
2. The Independent Monitor will submit an annual report on the progress/effectiveness of Integrity Pact Program to the Board of Directors of AAAL.
3. AAAL may conduct an annual 360-degree review (through an outside agency, if required) with senior executives, junior executives, suppliers, and competitors, regarding the effectiveness of the Integrity Pact Program in reducing corruption. Feedback may be taken from the junior and senior executives of the Principal, suppliers and competitors.
4. AAAL should meet with CVC on an annual basis to review the effectiveness of the program.