



Request for Proposal (RFP)

**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

**Tender No. – AAAL/Cargo/2024/101
Date of Publishing of RFP: -19th July 2024**

**Last Date & Time for Submission of Bids: 8th August 2024, 15:00 Hrs.
Date & Time of Opening of Technical Bid: 08th August 2024, 15:30 Hrs.**



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DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to the Bidder(s) or applicants, whether verbally or in documentary form, by or on behalf of Alliance Air (**ALLIANCE AIR**), is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions, subject to which such information is provided.

This RFP document is not an agreement and is neither an offer nor an invitation to offer by ALLIANCE AIR. This RFP invites proposals from qualified applicants to submit the bids ("**Bidders**"). The purpose of this RFP is to provide the Bidder(s) with information and to assist them in formulating their proposals (Bids). This RFP does not claim to contain all the information each Bidder may require. Each Bidder should, at its costs without any right to claim reimbursement, conduct its investigations, and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and, wherever felt necessary, obtain independent advice.

The information in this RFP document is selective and subject to update, expansion, revision, and amendment. ALLIANCE AIR does not undertake to provide any Bidder with access to any additional information, to update the information in this RFP document, or to correct any issues which may become apparent. ALLIANCE AIR reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed on the website of ALLIANCE AIR. Any information contained in this RFP document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by ALLIANCE AIR.

Information provided in this RFP is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Further, ALLIANCE AIR also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

ALLIANCE AIR reserves the right to reject any or all the Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of ALLIANCE AIR shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.



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NOTICE INVITING TENDER

Serial No	Key Information	Details
1	Assignment Title	Appointment of Cargo General Sales and Service Agent (GSSA) for Alliance Air Aviation Limited
2	Date of issue of the RFP	19th July 2024
3	Last date of submission of queries	23rd July 2024
4	Date of the Pre-Bid Meeting (Online) Meeting link will be published at www.allianceair.in	26th July 2024
5	Publication of pre-bid clarifications and issue of Corrigendum (if any) www.allianceair.in	31st July 2024
6	Bid Submissions	(Offline mode only) submitted in hard copy To be deposited in the tender box kept in MMD Alliance Air Aviation Limited Alliance Bhawan, Domestic Terminal – 1, I.G.I. Airport, New Delhi – 110037, Delhi, India (IN)
7	Method of Selection	Two bid system (Technical and Financial)
8	Earnest Money Deposit (EMD)	The bidder is required to submit EMD of Rs. 15.00 lac (Fifteen Lac only) in the form of Account payee Demand Draft / Bankers Cheque / Fixed Deposit Receipt / Bank Guarantee (including e- bank guarantee) / Insurance Surety Bonds from any of the Commercial Banks drawn in f/o “Alliance Air Aviation Limited” payable at New Delhi valid for a period of 45 days beyond the final bid validity period, safeguarding the interest in all respects.



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9	Performance Security	Equivalent to two months of the contract value on awarding of contract
10	Last Date and time for submission of bids	08th August 2024, 1500 hours IST
11	Date and time for opening of Technical bids (videoconferencing is applicable)	08th August 2024 1530 hours IST
12	Opening of Financial bids (video conferencing is applicable)	To be intimated post completion of evaluation of Technical Bids.
13	Scope of Work	The detailed scope of work is provided
14	Language of bid	The bid should be submitted in English
15	Bid validity	180 days from the date of submission of Bid
16	Bid documents	Bidders must submit their bids in line with the requirements stated in this RFP in hardcopy only.
17	Issue of Letter of Intent	To be informed later
18	Address for Communication	Mr Yatin Dua MMD Alliance Air Aviation Limited Alliance Bhawan, Domestic Terminal – 1, I.G.I. Airport, New Delhi – 110037, Delhi, India (IN) yatin.dua@allianceair.in



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1. INSTRUCTIONS TO BIDDER AND DATA SHEET

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

“AAAL”, “Alliance Air Aviation Limited”, “Alliance Air” or “the Airline”, shall mean “Alliance Air Aviation Limited, a company incorporated under Companies Act 1956, having its registered office at Alliance Bhawan Domestic Terminal-1, IGI Airport New Delhi-110037”. At present it is operating fleet of 21 aircraft on domestic and international destinations.

“Applicable Law” means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of the Contract, and applicable to the Tender.

“Affiliates/ Group Companies” means membership firms working under the common brand name and engaged in similar activity of providing consulting services and registered in India.

“Bidder/ Applicant” shall mean an eligible entity who has submitted the sealed/closed Bid for this Tender through its authorized signatory.

“Contract” or “Agreement” shall mean the agreement entered into between AAAL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.

“Business Day” is any day that is an official working day of the EMPLOYER. It excludes the EMPLOYER’s official public holidays.

“In writing” means communicated in written form (e.g., by mail, e-mail, fax, including, if specified in the Data Sheet, distributed, or received through the electronic- procurement system used by the EMPLOYER) with proof of receipt;

“Parties”- Party or Parties means ALLIANCE AIR or Bidder/Selected Bidder or both, as the case may be.

“Proposal” means the Technical Proposal and the Financial Proposal of the Bidder.

2. PROCESS OF SELECTION: The process of selection of successful bidder would be as follows:

- i. Issue of RFP.
- ii. Pre-Bid Meeting/ Clarification/ Corrigendum (if any).
- iii. Submission of Bids.
- iv. Opening of Technical Bids and evaluation. Technical Bid Evaluation (Technically qualified Bidders will be ones that have scored above the predefined threshold of seventy percent.
- v. Opening of Financial Bids only for the Bidders that are technically qualified.
- vi. Issue of Letter of Intent / Work Order.
- vii. Award of contract .



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3. INTRODUCTION

Alliance Air Aviation Limited, a company incorporated under Company Act 1956, having its registered address at Alliance Bhawan Domestic Terminal-1, IGI Airport New Delhi-110037 (hereinafter referred to as “AAAL” or Alliance Air or “Alliance Air Aviation Limited”) is a wholly owned subsidiary of AI Assets Holding Limited, and currently operates fleet of 21 aircraft (18 ATR 72-600, 1 Do-228 and 2 ATR 42-600) under the brand “ALLIANCE AIR”

- The flights are operated mostly to Tier-II and Tier-III Cities or those which link these cities to the metro hubs. Total number of stations : 57 (56 Domestic and 1 International)
- Total number of departures per day range from (June 2024): 105 -120 (Approx)
- Number of Hubs : Delhi, Kolkata, Hyderabad, Mumbai, Bengaluru, Guwahati where the fleet is positioned. These may change based on market demand and supply

4. INVITATION

Alliance Air invites Tenders from companies in the cargo sector for appointment of General Sales and Services Agent (GSSA). The company will be selected based on criteria defined in succeeding paragraphs. The selected company/ companies will be responsible for provision of managing the cargo services as listed in the document at various cities (online / offline) operated by Alliance Air. The detailed scope of work is listed in the RFP.

Bidder must be committed to meet the airline and cargo customers expectations whilst maintaining high standards of quality and professionalism. Considering the scale and importance, expected quality parameters is expected from the bidder as defined in RFP

5 LAYOUT OF RFP

This RFP has been divided into following parts:

- Part I. Eligibility Criteria and Details of Scope of Work.
- Part II. Evaluation Criteria and selection procedure for evaluating bidders and selection.
- Part III. Standard Conditions of RFP which Contains General Information, conditions and instructions for the Bidders about the RFP such as the date, time and place of submission of bids and opening of tenders, validity period of tenders, EMD etc. This may form part of the contract with selected bidder.
- Part IV. General / Special conditions applicable to this RFP and which will also form part of the contract with the Selected Bidder.

This RFP is being issued with no financial liability and Alliance Air reserves the right to change or vary any part thereof at any stage. Alliance Air also reserves the right to withdraw the RFP at any stage.



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PART I : ELIGIBILITY CRITERIA AND SCOPE OF WORK

ELIGIBILITY CRITERIA

Serial No	Basic Requirement	Specific Requirement	Documents Required
	Legal Entity	The Applicant should be a company registered in India under the Companies Act 1956/ 2013 or any other previous Companies Act or a Limited Liability Partnership registered under the LLP Act, 2008 or a registered Partnership under the Indian Partnership Act, 1932	Copy of valid Registration Certificates/ incorporation duly certified by CA (with Registration Number/ Seal is a must)
	Financial details of the bidder	Annual Sale of the Company during the Financial years i.e. FY 2020-21, FY 2021-22 , FY 2022-23, FY2023-24 (as per the last published audited balance sheets). During the past three years should be more than Rs. 10 Crores per annum. Provisional Financial statement for the FY 2023-24 may be submitted in case accounts not audited by the CA who is currently (as on the date of issue of RFP) engaged in conducting audit of the bidder.	Copies of Annual Financial statement along with Balance Sheet, Profit & Loss account and Income and Expenditure, of the bidder for, FY 2020-21, FY 2021-22, FY2022-23 & FY 2023-24 ; duly certified by CA who is engaged in conducting audit of the bidder.
	Experience	The applicant should be registered in India and having trade license for Freight / Cargo Minimum 10 years of Freight forwarding /Clearing & Forwarding experience of air /land cargo transportation. Experience in business refers to experience of the Applicant/Bidder and not of the partners/owners/directors. <u>Note</u> The Group/Parent Company Experience	<u>To submit</u> A. Name of the Company/ organization Status of Bidder (Public / Private / JV/ Society / Proprietorship / Partnership) with experience – India and abroad. B. Name of Contact Person & Designation, Phone No, FAX No, email id. Company Office Registered Office and address for correspondence. Also the website address



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		<p>can be considered.</p> <p>Only one entity from the group can participate. In case it is found that more than one entity from the group has participated during the Evaluation process or otherwise, the application can be rejected or at the most option to withdraw the other entity/s participating in the tender may be offered.</p> <p>There should be no ownership or control of Alliance Air employee or relative.</p>	<p>C. Details of the CEO of the Company/organization</p> <p>D. Copies of documents indicating Date of establishment of agency, Registered address of agency, Certificate of Incorporation from Registrar of Companies or Partnership Deed, Memorandum and Articles of Association</p> <p>E. Copies of GST, PAN , IATA and other relevant documents</p> <p>F. Brief on Past and Current Experience in representing airlines cargo/freight forwarding.</p> <p>G. Details of awards</p> <p>H. Proof of 10 year’s experience</p> <p>I. Any other document the bidder may like to submit</p>
	Specialization	<p>Total Sales (in connection of cargo) based on the business generated as per financial record of your company/Entity must be: INR Ten Crores (INR 10Cr.) Per Annum to qualify for this Tender</p> <p>The sale criteria can also be considered by Alliance Air for the entire group /entity provided the group/Parent Company relationship is established through relevant document/proof.</p> <p>(The Financial Sales of JV/Sister Unit will not be considered).</p>	<p>Conclusive documentary proof of the same for the past three years.</p>
	Availability of Office and infrastructure	<p>The applicant should have or agrees to make provision for adequate space for offices, warehouse, equipment, safety and security, etc required for smooth cargo operations</p>	<p>Relevant self-attested latest documents to be attached.</p> <p>Details of all offices (Please insert extra sheet to give details of offices – address, contact numbers etc. at all locations and employee numbers</p>

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			Photographs of interior and exterior of outlets should be submitted
	Manpower	<p>The applicant should provide adequate number of experienced/qualified staff for Alliance Air operations.</p> <p>The applicant should be statutory compliant i.e paying PF, Professional tax, gratuity, ESI etc and possess labour law number</p> <p>The applicant agrees to maintain at its own cost the offices at base and other potential cities. Alliance Air may request to provision a designated office for its official at major metros. The office should be provided with all infrastructure like telephone, computers, stationery etc.</p>	<p>The applicant should provide detailed information</p> <ul style="list-style-type: none"> • Number of full time professional engaged. • Diagram of Organizational Structure and Management Structure • Details of staff qualifications, • Number of years of experience in cargo business • Labour law number and Certificate from Chartered accountant for compliance.
	Logistic Management System (LMS)/ Cargo Booking & Management System and IT Infrastructure	Cargo booking & management system and IT infrastructure. The applicant should have or agrees to provision the software for booking and management of cargo space. Should provide necessary technology/software to track n-trace cargo, make MIS reports and can extend the same to Alliance Air for the purpose of control and monitoring	<p><u>To submit</u></p> <p>Details of the Cargo booking & management system and IT infrastructure</p>
	PAN and GST registration	Bidder shall hold valid GST registration and PAN certificate.	Copies of relevant certificates of PAN and GST registration.
	Tax filing	Bidder must have filed ITRs for the last three financial years preceding the date of issue of RFP.	Copies of ITR filed for last 03 years duly Certified by CA carrying out audit.
	Non-Blacklisting	Bidder shall not have been blacklisted by Alliance Air / Department of central or state government, PSU, statutory bodies in any manner.	Self-Undertaking in this regard to be submitted
	Earnest Money	EMD of Rs 15,00,000/- (Fifteen Lac only)	The bidder is required to submit EMD of Rs. 15.00 lac in the form of



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	Deposit		Account payee Demand Draft / Bankers Cheque / Fixed Deposit Receipt / Bank Guarantee (including e- bank guarantee) / Insurance Surety Bonds from any of the Commercial Banks drawn in f/o "Alliance Air Aviation Limited " payable at New Delhi valid for a period of 45 days beyond the final bid validity period, safeguarding the interest of airline in all respects.
	Details of Customers	Details of cargo customers. Important clients with ongoing relationship	Experience in airlines / CnF/ e-commerce companies/ Surface transport, Rail etc being represented Important clients with ongoing relationship Any postal authorities – experience of handling postal mail .
	Business Development Proposal	The applicant should provide a clear business development proposal covering two (2) years in the form of a hard/soft copy to facilitate better understanding of proposal . Distribution network.	KPIs be specified 1. Forecast of likely annual sales – volume and revenue. 2. Marketing Strategy – Advertising, Promotions, Communications and Events. 3. Recommended rates for both air & surface cargo .
	Details of Bank	Details of your Banker (Name, address, Tel., e-mail_) . Account Name . Name of the Bank . Branch Name . Account Number . Bank Code / MICR No. . Swift Code No.	<u>To submit</u>
	Annexure 1	To agree to all conditionalities mentioned in Annexure 1	<u>To submit</u>



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SCOPE OF WORK

Alliance Air carries cargo in its aircraft belly. This RFP is an invitation to interested parties to submit proposal to act as General Sales and Service Agent (GSSA) for Alliance Air Aviation Limited (AAAL).

Tenure of the Agreement :

The contract executed with the successful Bidder pursuant to this RFP shall be for THREE (03) Years from the date of go live and extendable by AAAL for a period of TWO year, on the same terms and conditions subject to satisfactory performance and mutually consent of both the parties.

GSSA will not be entitled to any block space. It will always be subject to load and space.

Terms of Reference (TOR) :

This is an illustrative list

- Alliance Air will lease the cargo capacity on the domestic network and ex- India International flights to the winning bidder (GSSA).
- GSSA is expected to take complete responsibility of the sales, operations and supervision as also provide the manpower and related equipment (besides airside equipment's)
- The GSSA will be responsible for selling cargo capacity in the market. Ensure Maximum capacity use (per period & per flight). The flights include Commercial, VGF and RCS flights.
- GSSA to make arrangements for security clearances from BCAS and undertake approval from appropriate authorities to operate at designated airports of Alliance Air for providing Cargo Operations.
- The GSSA would arrange for AEP Training valid airport entry passes for its employees at their own cost to handle cargo operations and carry out Supervision at all airports in India.
- GSSA will handle enquiry, administration of reservations, book the cargo consignments on the airline flights including issuing Air Waybills and other documents as applicable besides placing strong distribution system with objective to reach out to airline customers.
- The costs of provisioning manpower, equipment, office space, warehousing, trucking, handling, back-office functions, agency commission, insurance, office supplies, training, trade licenses etc which would be borne by GSSA



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- GSSA to adhere to all legal, operation, sales & marketing security, and regulatory requirements
- Undertake freight reception, booking, warehousing, transporting, track and trace, dispatching pre alert to all stations, delivery, claims and handling infrastructure
- GSSA would provide software / Logistic Management System (LMS) for cargo booking, inventory control, tracking & tracing etc. and control of cargo functions with no cost to Alliance Air.
- GSSA role at the airport will include bringing and accepting the cargo at the airport, getting it X-rayed by security, storage of same in secured space, supervising the cargo loading into the trolleys with assistance from Ground handling agency, and coordinating for documentation, flight manifestation, preparation of NOTOC, with Load and trim staff, import documentation, delivery to the customers, handling all issues related to cargo i.e. damage cargo, missing cargo, found cargo, demurrage etc. dealing with the airport and related agencies regarding cargo matters, dealing with customer complaints and queries, maintaining appropriate records regarding cargo ground handling activities, etc.
- Operations and Handling to include interalia – Freight reception, booking, warehousing, transporting, track and trace, dispatching pre-alert to all stations, delivery, claims and handling infrastructure.
- GSSA to provide, furnish and maintain at the sole expense of the GSSA, a suitable, independent office space warehouses outside airport terminals.
- Sufficient equipment and trained manpower should be provided by the GSSA at all potential stations.
- To sell the capacity leased from Alliance Air in the market and provide the sales and marketing set-up for the same. Conceptualize plan, supervise and execute all marketing and sales activities of Alliance Air.
- Appointment of sub-agents, freight forwarders, offline sales
- Assist in the development of a separate dedicated Airline branded cargo product.
- GSSA should have Basic and DGR trained staff with periodic trainings. Dedicated administration, accounting, customer service, cargo booking team.
- The GSSA shall provide reports of present and future market developments, including the activities of the competitors as well as any other sales or commercial information
- Dedicated communication tools (flyers, brochures). Press release and local cargo media



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advertisement

- Handle lost, found and damaged cargo matters
- Tracing and claims as also Resolution of customer queries.
- GSSA must be able to provide all necessary information and documents as and when required during audits by Internal audit, Government Audit, Statutory Audits etc.
- GSSA to have a separate accounting set up for Alliance Air .
- Coordinate transportation of cargo to/from airport.
- Maintain Revenue related documents such Air Waybill, Cargo Transfer Manifest (CTM), Cargo Charges Correction Advice (CCA), Cargo Sales Reports etc.
- Maintain safety standard and adhere to DGR.
- Undertake PR, advertising and business development promotions associated thereof.
- GSSA should provide an online access as a Performance Dashboard with Real-time insight with the ability to 'drill down' into detail -Revenue and Sales Analysis, Performance Summary, Schedule & Capacity management, Customer service management and Comprehensive Reservations and Bookings.
- The service provider shall alone be fully responsible for safety and security and insurance of their personnel
- Manpower Training as necessitated
- Extend airport support in Tier II and Tier III cities
- GSSA Responsibilities will also include :
 - GSSA will acquire office space at cargo terminal wherever required.
 - Having trained staff on its payroll
 - Office rental, equipment & utility charges
 - Telecommunication
 - Pick up/drop for postal mail
 - Stationary
 - Bar code printer & labels



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- Arrange staff training as applicable
- Comply with current IATA DG Manuals
- Uniform (if any)
- Office branding and interiors
- Liaise and get approvals from local authorities and govt. bodies
- Compliance with all domestic cargo norms & regulations
- Compliance with any new rules and guidelines issued from time to time by Airport Authority of India, Airport Operators and Regulatory Authorities.



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PART- II: ELIGIBILITY CRITERIA AND SELECTION PROCEDURE

1. Pre-Bid Meeting .

(a) Alliance Air will host a Pre -Bid Meeting for queries (if any) by the prospective bidders. The date, time and place of the meeting are given in DATASHEET of this document. The representatives of bidders may attend the pre -bid meeting, through video conference to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid.

(b) It may kindly be noted that no bid-query will be received through phone calls/fax. All enquiries from the bidders relating to this Bid document must be submitted to the address of communication as given in DATASHEET by email.

(c) All the queries should necessarily be submitted in the following format in Excel:

S No.	Clause No/Page No	Query/Modifications Requested	Remark/Reason
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- d) Clarification to the queries received will be published at the advertisement platforms (ALLIANCE AIR website) as per the timeline specified. However, ALLIANCE AIR makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does ALLIANCE AIR undertake to answer all the queries that have been posed by the bidders.
- e) At any time prior to the last date for receipt of bids, ALLIANCE AIR may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- f) After the pre-bid conference/meeting, the Corrigendum (if any) & clarifications will publish at the advertisement platforms as per the timeline specified. No individual communication will be made to the queries.
- g) Any corrigendum(s) published/issued shall be deemed to be incorporated into this RFP.
- h) In order to give prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, ALLIANCE AIR may, at its discretion, extend the last date for the submission of Proposals.

2. Rights to terminate the Process / Rejection of bids :



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- (a) Alliance Air reserves the right to terminate the Tender process at any time and without assigning any reason. Alliance Air makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- (b) This bid document does not constitute an offer by Alliance Air. The bidder's participation in this process may result in Alliance Air selecting the bidder as per Bid Evaluation process and further engaging in discussions, if required. The commencement of such negotiations does not, however, signify a commitment by Alliance Air to execute a contract or to continue negotiations. Alliance Air may terminate negotiations at any time without assigning any reason.
- (c) Any proposal received after the last date of bid submission as mentioned in the DATASHEET shall be returned unopened.
- (d) Notwithstanding anything contained in this RFP, Alliance Air reserves the right to accept or reject any bid and to annul the selection process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof. No tenders/bidders shall have any cause or claim against the airline for rejection of their bid.
- (e) Any failure on the part of the bidder to observe the prescribed procedure, canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD.
- (f) Failure to furnish all the information required in accordance with the RFP may result in rejection of the bid.
- (g) The contract shall be promptly terminated if it is found that the firm is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc.

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

- (i). If the Bid has been received after the due date / time of submission of the Bids.
- (ii). If only one or two of the either three Bids have been received.
- (iii). If the Bid has not been signed by the authorized signatory of the Tenderer.
- (iv). If Tenderer's response is not received in sealed condition and if the Bids are not deposited in the tender box at the designated address as mentioned in the Tender document.



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- (v). If the information given in response to the Tender is incomplete, incorrect, ambiguous, without requisite supporting documents, unverified, unattested and/or submission of illegible copies or unexplained materials and/or Bids not received as per the desired formats & bidding instructions.
- (vi). If the price indication has been provided in the Technical Bid.
- (vii). If the Bid is not presented neatly and corrections if any are not duly authenticated with full authorized signatures of the person who has signed the Bid document,
- (viii). If the Bid has been received without the undertaking of acceptance of all terms & conditions.
- (ix). If the Bid (Pre-qualification/ Technical/Financial) is incomplete.
- (x). The above list is only illustrative, there can be other relevant grounds of rejection of Bids and any other reasons as AAAL may deem fit.

3. Disqualifications:

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



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- aa) In addition to the above mentioned remedies which AAAL shall have, AAAL shall declare the said Bidder ineligible and blacklist such Bidder.
- ab) In pursuance of this, AAAL defines, for the purposes of this provision, the terms set forth below as follows:

- i. **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Tender process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of AAAL who is or has been associated in any manner, directly or indirectly, with the Tender process or the LOI or has dealt with matters concerning the contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of AAAL, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging any person in respect of any matter relating to the LOI or the Contract, who at any time has been or is a legal, financial or technical adviser of the AAAL in relation to any matter concerning this Tender and/or the Contract, in any manner whatsoever, whether during the Tender process or after the issue of LOI or after the execution of the Contract, as the case may be;
- ii. **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tender process;
- iii. **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Tender process;
- iv. **"undesirable practice"** means establishing contact with any person connected with or employed or engaged by the AAAL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; and
- v. **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

- 4. **Bid Submission Format** : The entire proposal shall be strictly as per the format specified in this Bid Document. Bids with deviation from this format shall be rejected. Details of the format can be found in



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Annexures attached.

S No	Type	Documents to be submitted
1	Technical Bid	<p>First Envelope</p> <p>The specifications of the terms are prescribed in the Bidding Documents. In addition to Invitation for bids, the Bidding Documents to include the documents as covered under Eligibility criteria of this RFP.</p> <p>Technical Bid to contain all Annexures except Annexure III, XII, XIII and XX of the RFP. Technical Bid Covering Letter to be as per Annexure 1</p> <p>It is further clarified that no financial figures are to be mentioned in the Technical Bid. In the event that any such terms are mentioned, the Technical Bid shall be disqualified, and the Bidder shall be disqualified from the tendering process</p> <p>Signed and stamped bid documents (RFP) with Contact details of official signing the RFP/ Tender documents.</p>
2	Financial Bid	<p>Second Envelope</p> <p>Financial Proposal Cover letter as per Annexure XII</p> <p>Financial Bid (Annexure XIII)</p>

The successful bidder will be required to submit to Alliance Air the Performance Guarantee (Annexure III) within 07 days of issuance of LOI.

- a. If a Bidder submits more than one Bid, all the Bids submitted by the Bidder would be summarily rejected.
- b. Bidders should read and confirm the terms and conditions outlined in this document and ensure that they are eligible in all respects in order for their applications to be processed at various levels. The columns that are left blank or incomplete shall be interpreted to the Bidder's disadvantage. The submission of a Bid implies that the Bidder has read the conditions of the RFP and is fully aware of the scope of work, specifications and project execution/solution implementation requirements.

5. Earnest Money Deposit (EMD):

- (a) The bidder is required to submit EMD of Rs. 15.00 lac in the form of Account payee Demand Draft



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/ Bankers Cheque / Fixed Deposit Receipt / Bank Guarantee (including e- bank guarantee) / Insurance Surety Bonds from any of the Commercial Banks drawn in f/o "Alliance Air Aviation Limited" payable at New Delhi valid for a period of 45 days beyond the final bid validity period, safeguarding the interest of Alliance Air in all respects. EMD with the Alliance Air for the purpose of tender will earn no interest.

- (b) EMD of all the unsuccessful bidders will be refunded within 30 days of declaration of result of first stage i.e. technical evaluation.
- (c) In case the bid is submitted without EMD as mentioned above then Alliance Air reserves the right to reject the bid without providing opportunity for any further correspondence of the bidder concerned.
- (d) The EMD may be forfeited :
 - (i) If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
 - (ii) In case of successful bidder, if the Bidder fails to sign the Contract within specified time in accordance with the format given in the Bid Document.
 - (iii) If during the bid process, a Bidder indulges in any such deliberate act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - (iv) If during the bid process, any information found wrong/ manipulated/ hidden in the bid.
 - (v) The decision of the Airline regarding forfeiture of the EMD and rejection of bid shall be final & shall not be questioned under any circumstances.
- (e) The selected bidder's EMD shall be returned upon the submission of Performance Bank Guarantee of desired amount and signing the contract.

6 Method of Submission of Bids:

c. Two Bids



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- (a) The two bids system of evaluation shall be followed i.e. Technical and Financial Bid. Both the bids shall be submitted in 02 separate sealed envelopes.
- (b) The Technical bid envelope should be clearly marked as Technical Bid.
- (c) The Financial Bid should be clearly marked Financial Bid.
- (d) Bidders will have to qualify through each stage to progress to the next stage of evaluation.
- (e) The evaluation of the Pre-qualification Bids shall be performed as per methodology provided under the provisions relating to evaluation of the Pre-qualification Bids as specified at Annexure-X. The Bidders should comply with all the mandatory requirements mentioned in the Annexure-X and submit all the required supporting documents as specified in the Tender Submission clause. Alliance Air reserves the right to correspond with the Bidder and call for any supporting documents they deem necessary and the Bidder should respond for the same within the specified timeline. Bidders should give an undertaking regarding acceptance of all the terms and conditions of this Tender
- (f) The Bids of only those Bidders whose Pre-Qualification Bids have been assessed by AAAL as meeting the minimum requirements spelt out in Annexure-XI shall be taken up for Technical Bid evaluation as per Annexure XI. Alliance Air reserves the right at its sole discretion to seek any information (pertaining to the subject matter of this Tender), documents etc. from the Bidder, as it may consider necessary for the purpose of evaluation of the Bids. Bidders may also be invited to make a presentation of the company profile & track records and how they would be marketing & managing the Alliance Air Cargo in case of selection.
- (g) Similarly, the bids of only those bidders whose Technical Bids are assessed by the Airline to be meeting the minimum requirements spelt out in Annexure X and Annexure-XI shall be taken up for the Financial Evaluation. The Financial Bids should be submitted strictly as per the format given in Annexure-XIII only. The Financial Bid has to be complete in all respects. No representation whatsoever would be entertained by Alliance Air for modification after the opening of the Tender.
- (h) Award of contract will be to the most responsive Financial Bid (H-1).

7 Validity of Bids.

- (a) Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.



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(b) In case, Alliance Air calls the bidder for clarification/techno commercial discussion /negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

(c) Alliance Air may seek for extension of validity of bids with mutual agreement between Alliance Air and bidders, without any modifications and without giving any reasons thereof.

8 Modification of Bids:

The Bidder(s) can modify their Bid(s) after the Bid submission upto the last date of submission of bid provided that written notice of the modification is received by AAAL. No Bids shall be allowed to be modified after the last date & time of Bid submission. Last modification by the Bidder shall be final.

In case of modified Bids, the covers/ envelops shall carry the superscription of Word "**Modified**" in addition to the superscription required by the Tender.

The bidder, after submitting the bid, can withdraw / modify the bid prior to close of the date and time of the tender. No bid may be withdrawn or modified in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of the bid during this period would result in forfeiture of the bidders' Security Deposit and other sanctions as deemed fit by Alliance Air authorities.

9 Withdrawal of Bids:

The Bidder may withdraw their Bid only after a written notice is received by AAAL prior to the last date & time of Bid submission. No Bid shall be allowed to be withdrawn after the last date & time of Bid submission. Bids for which a notice of withdrawal has been provided shall not be opened by AAAL. In case, any Bid is withdrawn after the expiry of the last date & time of Bid submission, such Bidder shall be barred from participating in any future tenders of AAAL for a period of one year.

10. Schedule of RFP Selection Process

- (a) The timeline for the RFP process is as follows. While no changes to this timeline are anticipated, it is subject to amendments owing to circumstances. Any such changes shall be promptly conveyed to the bidders through suitable corrigendum.
- (b) The bidders must possess the technical knowledge and the financial wherewithal that would be required to successfully provide the services sought by Alliance Air for the entire period of the contract. The Bidder's Bid must be complete in all respects, conform to all the requirements, terms and conditions and specifications as stipulated in the Bid Document and should be in a position to meet the relevant regulations.



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- (c) The evaluation process of the Bid Document proposed to be adopted by the Alliance Air is indicated under this clause. The purpose of this clause is only to provide the Bidder an idea of the evaluation process that Alliance Air may adopt. However, Alliance Air reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change.
- (d) Alliance Air through a Committee will scrutinize and evaluate the technical and financial bids received. The Committee will examine the Bids to determine whether they are complete, responsive and whether the Bid format confirms to the Bid Document requirements. Alliance Air reserves its right to waive any infirmity or non - conformity in a Bid which does not constitute a material deviation according to Alliance Air.
- (e) The two bid system (Technical and Financial) shall be followed for this RFP. The bid (complete in all respect) shall be submitted offline only at Alliance Air Bhawan, New Delhi. Queries raised, if any are to be answered, in writing wherever required, immediately and in any case, not more than 24 hrs by the Bidder.
- (f) The bidder which will qualify in the technical evaluation and justify to the queries ; will only be eligible for opening of their financial bids.
- (g) There should be no mention of bid prices in any part of the Bid other than the Financial Bids.
- (h) The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness with respect to the terms and conditions as mentioned in the RFP. A Proposal shall be rejected at this stage, if it does not respond to important aspects of the RFP.
- (i) The bids shall be evaluated on the basis of first qualifying in technical bid exercise. Only those bids who qualify in technical bid will qualify for opening of financial bid exercise. The highest quote in Financial Bid. (H-1) shall be selected.
- (j) Evaluation of successful bidders will be carried out as specified excluding GST. The Bidder shall make may payment as per the Minimum Guaranteed Payment contracted plus GST thereon.

11. Evaluation of Technical Bids : All the bidders satisfying parameters mentioned in Technical Criteria will be declared technically qualified.

Basis for Evaluation (This Clause shall be read together with Annexure-X, XI, & XIII)

Pre-qualification Bid Annexure-X – Mandatory items

Annexure X contain the information for which Self Marking is to be done by the Bidders. Column 'Marking by Airline' is to be left blank.



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Bidders will have to score a minimum of 70 marks against the items to be assessed as eligible and meeting the pre-qualification criteria. For the avoidance of doubt, Pre-qualification Bids that are awarded by the Airline with less than 70 marks in the aggregate or NIL marks against any of the items mentioned in this Part, shall be disqualified and the Bidder's Technical Bid shall not be taken up for Evaluation.

Bidders have been provided space for self-scoring against each of the items in Annexure-X Each of the items has to be scored by the Bidder. Supporting documents / Self certification for each of the items mentioned Annexure-X are mandatorily required to be enclosed to the Pre-qualification Bid.

Alliance Air will assess and award scores against each item based on the supporting documents provided by the Bidder. The score awarded by Alliance Air shall be final and overrides the self-assessment done by the Bidder. Alliance Air reserves the right to correspond with the Bidder and call for any supporting documents if deem necessary and the Bidder should respond for the same within the timeline provided by Alliance Air.

Technical Score Annexure X			
(Marks Obtained/ Highest Marks)			
Bidder 1	94	100	94
Bidder II	80	100	80
Bidder III	86	100	86
Bidder IV	68	Does not qualify for further evaluation as the score is less than 70 in Annexure X	

Technical Bid – Annexure-XI

Mandatory items



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Annexure-XIB contains items that are mandatory conditions which need to be fulfilled by the Bidders.

In order to qualify for the Financial Evaluation, the Bidders will have to achieve a minimum score of 70 out of the total of 100 Marks allotted to this Part. In other words, Bidders awarded less than 70 marks by the Airline will be rejected and will not be eligible for further Evaluation. The score awarded by Alliance Air shall be final

Technical Score– Annexure XI			
(Marks Obtained/ Highest Marks)			
Bidder 1	91	100	91
Bidder II	82	100	82
Bidder III	84	100	84
Bidder IV	Has already been rejected as per Annexure X		

Methodology to be adopted for determining the Composite Technical Score – Annexure X and Annexure XI

The Composite Technical Score would be determined only for those Bidders who reach the financial evaluation stage.

The methodology adopted for determining the Composite Technical Score of the Bidders shall be as follows:

- A maximum of 100 marks has been allotted to the Technical requirements outlined in Annexure-X and a maximum of 100 marks has been allotted Annexure-XI.

13. Clarification Of Bidding Documents

ALLIANCE AIR may, in its absolute discretion, seek but shall be under no obligation to seek additional information or material from any Bidders after the closure of RFP, and all such information and material provided will be taken to form part of that Bidders response.

14. Opening Of Financial Bid :

- (a) The Financial bids shall not be opened by Alliance Air until the evaluation of the Technical Proposals has been completed.



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- (b) After the technical evaluation is completed, Alliance Air shall:
- (i) Inform the Bidders who have submitted proposals and cleared the Technical evaluation.
 - (ii) Notify those bidders whose proposals did not pass technical evaluation or were considered non responsive to the Bid Document and scope of work, that their Financial Proposals will not be opened.
 - (iii) Financial Proposals shall be opened publicly thereafter on the designated day in the presence of the Technically Qualified Bidders / Representatives who choose to attend and in the presence of the members of the Committee approved by Alliance Air

15 Rights To Accept / Reject Any Or All Proposals : Alliance Air reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds whatsoever.

16. **Notifications Of Award And Signing Of LOI / Contract** : (a) Alliance Air will award the Contract to the successful qualified bidder . The successful bidder will be required to submit to Alliance Air the Performance Guarantee (Annexure III) within 07 days of issuance of LOI.

17 **Performance Bank Guarantee** : Performance Bank Guarantee (PBG) equivalent to three months of the estimated contract value in the form of account payee Banker's cheque / Demand Draft / Fixed Deposit Receipt / Insurance Security Bonds / Bank Guarantee from any of the Commercial Banks is to be submitted in favour of Alliance Air Aviation Limited, Payable at New Delhi and valid for a period of sixty days beyond the date of completion of all contractual obligations. Refusal or inability or delay by successful bidder to supply all deliverables as per the scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Guarantee (PG) as well as disqualification of the bidder from participating in future tenders.

The Performance Security (deposited in the shape of Bank Guarantee/ FDR / Insurance Bond / Bank Guarantee etc) shall be returned to the successful bidder after 60 days of completion of all contractual obligations. If the Contract is terminated by the successful bidder without giving stipulated period of notice or fails to observe the terms & conditions of the Tender and the agreement signed by the bidder with Alliance Air, the Performance Bank Guarantee will be forfeited without prejudice to the Alliance Air right to proceed against the Operator for any additional damages that this Alliance Air suffers as a result of the breach of the aforesaid terms and conditions.



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- 18 **Notification Of Award** : Alliance Air will notify the successful bidder in writing or by Email, that its Bid has been accepted. The Bidder is required to confirm acceptance within 03 days of receipt of Notification.

PART - III: GENERAL/ STANDARD CONDITIONS OF REQUEST OF PROPOSAL

1. **Study of bid document** : Bidders are advised to study all instructions, forms, requirements and other information in the Bid documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications. The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.
2. **Preparation cost:**
 - (a) The bidder is responsible for all costs incurred in connection with participation in the process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Alliance Air to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. In no case will Alliance Air be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
 - (b) This bid document does not commit Alliance Air to award a contract or to engage in negotiations. Further, no reimbursement cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of Alliance Air and may be returned at its sole discretion.
 - (c) The bid shall be submitted offline only at Alliance Air Bhawan, New Delhi. Bidders are advised to follow the instructions provided in this Tender document for submission of the bids before proceeding with the tender.
 - (d) Bids without any of the required documents will be summarily rejected. Both technical and financial bids are to be submitted concurrently duly signed by authorized signatory. The offline bids (complete in all respects) must be submitted offline in Two Covers (clearly marked as 'Technical Bid' and 'Financial Bid').
3. **Language:** The Bids prepared by the Bidder, all correspondence and documents relating to the bids shared by the Bidder with the Alliance Air, shall be in English language.
4. **Proposal Validity:** Proposals shall remain valid until the date specified in the Data Sheet or any extended date if amended by Alliance Air. During this period, the Bidder shall maintain its original Proposal without any change, including the proposed rates, and the total price.
5. **Extension of Proposal Validity:** Alliance Air will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the proposal validity. However, should the need arise, Alliance Air may request, in writing, all Bidders who submitted Proposals prior to the



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submission deadline to extend the Proposals' validity.

- 5.1. If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
- 5.2. The Bidder has the right to refuse to extend the validity of its Proposal (in writing) in which case such Proposal will not be further evaluated.
6. **Necessary rules and regulations** as notified by Government of India, from time to time, would need to be strictly adhered.
7. **Financial Proposal.** The Financial Proposal shall be prepared using the Standard Forms provided in Annexure XIII of the RFP.
8. **Taxes.** The Bidder shall be responsible for meeting all tax liabilities arising out of the contract unless stated otherwise in the Data Sheet.
9. **Currency of the proposal** : The currency shall be stated in the national currency i.e. 'Indian Rupee' only
10. **Payment**
 - 10.1 The billing cycle shall be on monthly basis.
 - 10.2 Payment under the Contract shall be made in 'Indian Rupees' only.
 - 10.3 The payment schedule would be as follows
 - **The applicable amount for the period 1st to 30th of each month would need to be paid by GSSA to Alliance Air on/before the 11th of the each month.**
11. **Confidentiality** : From the time the Proposals are submitted to the time the Contract is awarded, the Bidder should not contact Alliance Air on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the BIDDERS who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this is where Alliance Air notifies BIDDERS of the results of the evaluation of the Technical Proposals.

Any attempt by shortlisted BIDDERS or anyone on behalf of the Bidder to influence improperly Alliance Air in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing sanction procedures. Notwithstanding the above provisions, from the time opening of the Proposals to the time of Contract award publication, if a Bidder wishes to contact Alliance Air, it shall do so only in writing.

Continuity of contract to be guaranteed by the Company even in case of change of company status or ownership or re-structuring of company planned during the contracted period.



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12. **Completeness of Contract** : The contract will be deemed as incomplete if any part of the work under this project is not complete as per the terms and conditions of this RFP or not acceptable to Alliance Air.
- 13 **Agreement Deed** : The successful bidder shall execute an agreement for the fulfillment of the contract on non-judicial stamp paper at the time of award of contract. The incidental expenses of execution of agreement/Contract shall be borne by the successful bidder. Agreement/contract will be signed after the submission of the Performance Bank Guarantee (PBG).
13. **Termination:** Termination for default in services contracted :
- The LOI / Contract may be withdrawn under the following circumstances:
- i. In the event of deficiency in providing the Services contemplated herein, of the Successful Bidder, Alliance Air reserves the right to withdraw the LOI / Contract and to claim damages from the Selected Bidder. No liability shall be incurred by Alliance Air in the event of the aforesaid cancellation termination.
 - ii. Either Party (i.e. the Successful Bidder and AAAL) may terminate the Contract giving therein the notice for termination of Contract stating their reasons. The Successful Bidder can terminate the Contract by giving an advance notice of 1 year to AAAL and AAAL can terminate the Contract by giving 1 year' advance notice to the Successful Bidder. The committed Service levels have to be maintained even during the notice period
 - iii. The validity of the Contract/Agreement comes to an end ipso facto by efflux of time unless otherwise renewed/ terminated. The Contract period shall be as mentioned above, the Contract will automatically terminate on its expiry date and no notice will be required.
 - iv. In the event of breach/ non-observance of the terms of the Contract, by the Successful Bidder, if any one or more of its obligations under the Contract and/or contractual documents and where such default is not cured upon notice of 21 days, or is not curable, AAAL, without prejudice to any other rights available to it, reserves the right to terminate the Contract or any relevant part thereof. In such case, the Successful Bidder shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account. In such case of breach which is attributable to the Successful Bidder, AAAL shall be entitled to claim damages @ of 0.5% of the monthly contract value.
 - v. In case the Successful Bidder does not meet the agreed minimum service levels under the Tender/ Contract or fails to perform the contractual obligations to the satisfaction/ requirements/ standards of AAAL, it shall, without prejudice to any other remedies available, be entitled to claim from the Successful Bidder, the amount equivalent to the loss suffered/ additional cost/ damage/ expense incurred from the Security Deposit. If continued dissatisfaction is observed in the Successful; Bidder's performance, AAAL shall reserve the right to terminate the Contract by giving a prior notice of 1 year.



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- vi. AAAL may at any time terminate the Contract with immediate effect by giving written notice to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent, being a partnership or sole proprietorship firm, if the sole proprietor or any partner is adjudged as insolvent, or order for administration of its estate is made against it or shall take proceedings for liquidation under any insolvency act for the time being in force in India or make any assignment of his effects or composition or arrangement for the benefit of his creditors or purports to do so. Provided that such termination will not prejudice or affect any right or remedy which has accrued or will accrue to AAAL.
- vii. Any indulgence or delays shown, AAAL in that respect will not constitute waiver of the right of termination.
- viii. In the event the Successful Bidder suspends the performance of Services under the Contract without any notice to AAAL for reasons other than prevalence of a Force Majeure event, AAAL reserves the right to approach other entities for completion of the Services at the cost and risk of the Successful Bidder.
- ix. AAAL can terminate the Contract if the Successful Bidder has committed any corrupt and/or fraudulent practice, offence under the Provision of Corruption Act, 1988, and any amendments and any other guidelines as may be prescribed by the Central Vigilance Commission.
- x. AAAL and/or the Successful Bidder may terminate the Contract in case of prevalence of a Force Majeure in the manner provided in the Contract and Clause (*Force Majeure*) hereunder.
- xi. AAAL may terminate the Contract if it comes to its knowledge that the Successful Bidder has obtained the Contract vide non-bonafide methods of competitive bidding.
- xii. In the event of change of Applicable Laws or business policies which make the performance of the Contract illegal/ invalid/ unenforceable, AAAL will be required to renegotiate the Contract and the Successful Bidder shall cooperate in arriving at mutual revised terms, however, if in the opinion of AAAL, such revised terms may not be arrived at, AAAL shall be entitled to terminate the Contract forthwith without any costs to the Successful Bidder. It is however clarified that, the outstanding obligations shall remain absolute till the extend the performance is legally valid.
- xiii. The Contract may also be terminated by AAAL for breach of confidentiality obligations in the manner provided under the terms of the Contract
- xiv. It is clarified that notwithstanding the cause of termination, the parties shall be required to fulfill the obligations accrued prior to the termination of the Contract.
- xv. Upon termination of this Contract for any reason, the Successful Bidder shall return all property of AAAL to AAAL, within 7 days from the date of termination, in the same condition



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in which it was received (reasonable wear and tear excluded). In the event of any damage to such property, AAAL shall be liable to obtain from the Successful Bidder damages for the same.

- xvi. Upon termination of this Contract for any reasons stipulated herein, the Successful Bidder shall return all the Confidential Information of AAAL that may be in the Successful Bidder's possession, within seven (07) days from the date of termination. The Successful Bidder agrees that withholding such Confidential Information beyond the stipulated time period may attract consequences including but not limited to injunctive reliefs and any other equitable remedies available under the law.
- xvii. During the period of termination, the Successful Bidder shall continue to maintain the committed payment terms.
- xviii. In the event of cancellation of contract with the existing successful bidder, the contract may be awarded to the next most responsive bidder at qualifying bidder rates.

The decision of Alliance Air shall be final and binding.

Yatin Dua
Deputy Manager (MMD)
Alliance Air Aviation Limited
Alliance Bhawan, Domestic Terminal – 1,
I.G.I. Airport, New Delhi – 110037
yatin.dua@allianceair.in

PART IV: SPECIAL CONDITIONS APPLICABLE

1. The following Terms & Conditions of the Agreement with Alliance Air shall be applicable:
 - (a) Alliance Air reserves the right to negotiate any or all RFP terms and conditions, and to cancel, amend or resubmit this RFP in part or entirety at any time.
 - (b) The prices offered be arrived at independently and without purpose of restricting competition with other bidders, including but not limited to subsidiaries. Failure to comply with these requirements may result in Alliance Air having to re- evaluate the selection of a potential bid. We may reject a proposal at any stage if it is found that the company recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a company ineligible, either indefinitely or for a stated period of time, if at any time it is found that the company has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
 - (c) This RFP is not an offer to contract, but represents a definition of specific requirements and an invitation to qualified bidder to submit a response addressing our requirements. Issuance of the RFP, your preparation and submission of a proposal, and subsequent receipt and evaluation of your proposal by Alliance Air does not commit us to award a contract to you or any other respondent, even if all requirements stated in the RFP are met.



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- (d) All costs of participation including your proposal and subsequent activity in the selection phase are at your risk and any such costs, whether direct or indirect, are the sole responsibility of the bidder.
- (e) Nothing in this document shall be construed as an offer by Alliance Air and no terms, discussions or proposals shall be binding on either party prior to execution of a definitive agreement. Alliance Air reserves the right to reject any part or the entire proposal. Alliance Air decision may be made on any basis it deems pertinent to this undertaking, regardless of whether or not a particular factor is described in this Request for Proposal or otherwise discussed between the parties.
- (f) The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids open, due to bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.
2. **PERIOD OF CONTRACT.** The validity of the contract will be for a period of 3 years. The contract is extendable for a period of 24 months on mutually agreed rates, terms and conditions subject to provision of satisfactory services by the bidder. Performance under the Contract will be evaluated regularly and the Alliance Air reserves full rights to renew, replace or terminate the contract unilaterally in case services are not received as per time, quality and standard specified in the RFP.
3. **LAW.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
4. **SETTLEMENT OF DISPUTES AND ARBITRATION.** (a) All disputes, differences and questions arising out of or in any way touching or concerning the contract or the subject matter thereof or the representative's rights, duties or liability of the parties shall be referred to the sole arbitrator under the Arbitration and Conciliation Act 1996, the Arbitration and Reconciliation Amendment Act (2015) as amended up to date.
- (b) The Arbitration award will be final and binding upon the parties, and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal unless the arbitral tribunal decides otherwise. All disputes shall be subject to the exclusive jurisdiction of Courts at New Delhi only.
- 5 **PENALTY CLAUSE.**
- (a) If at any future point of time it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfil any of the contractual obligations, Alliance Air may take a decision to cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the Alliance Air and take any other action as deemed necessary.
- (b) The penalty with respect to its time period shall be quantified by Alliance Air at its own discretion/satisfaction.
- (c) It would be first and foremost the responsibility of the bidder to ensure that the services are being



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provided satisfactorily and contract is executed as per agreed terms and conditions.

6. **COMPENSATION CLAUSE :** Alliance Air reserves the right to claim compensation to cover its losses in case of non-performance or bidder rendering services which are not at par leading to termination of contract. This would also be applicable during spillage of liquid in the cargo hold of the aircraft. AAAL may even deduct the same from Security Deposit or Bank Guarantee in case the Successful Bidder denies timely payment of the damages.
7. **GST :** GST shall be payable by Bidder as per actual
8. **NON DISCLOSURE AND CONFIDENTIALITY**
- 8.1 The selected bidder and their personnel shall hold in confidence and will not, either during the term, or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations or its clients to any third party, except to employees having a need to know, without the prior written consent of Alliance Air. A formal Non- Disclosure Agreement (NDA) will be signed to this effect as per Annexure in this RFP.
- 8.2 Additionally, the selected bidders shall keep confidential all the proprietary details and information regarding the event.
- 8.3 The bidder shall not use Proprietary information for any purpose other than responding to this RFP. For the purpose of defining, the term “Proprietary Information” means:
- (a) Any information of Alliance Air which is not openly communicated or accessible to third parties, whether or not marked or identified as confidential, related technical data and knowhow, financial information, pricing, terms of sale, products, processes, plans, personnel, research and development projects or other aspects of the business until such information shall have ceased to be proprietary as evidenced by general public availability and knowledge.
 - (b) Information of a third party as to which Alliance Air has no obligation.
 - (c) Information produced by Bidder in the course of performing the services. All tangible proprietary information in bidder possession or control shall be promptly returned to Alliance Air or destroyed on request or upon termination of this RFP, whichever occurs first.
 - (d) The bidder is required to use reasonable care to protect the confidentiality of all such data.
 - (e) For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - (i) Information already available in the public domain.
 - (ii) Information received from a third party who had the right to disclose the aforesaid information
 - (iii) Information disclosed to the public pursuant to a court order
 - (f) Alliance Air shall retain all rights to prevent, stop and, if required, take the necessary punitive action against the selected bidder regarding any forbidden disclosure.



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- (g) The bidder shall not use Alliance Air logos, images, or any data or results arising from the contract, beyond the scope covered under the contract, without first obtaining the prior written consent of Alliance Air

9. FORCE MAJEURE.

- 9.1 Alliance Air may consider relaxing the penalty and delivery requirements, as specified in the RFP document, if and to the extent the “delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.” “Force majeure” as used herein means any an event which is beyond the reasonable control of a party, and which makes a party’s performance of its obligations impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force. Force Majeure shall not include
- (i) Any event which is caused by the negligence or intentional action of a party or such party’s or agents or employees, nor
- (ii) Any event which a diligent party could reasonably have been expected to take into account at the time of the conclusion of the Contract, as well as avoid or overcome in the carrying out of its obligations.
- 9.2 In the event of and within fourteen (14) days of the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.
- 9.3 The affected Party shall also notify the other party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of any cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract. This would not imply any compensation claims arising out of Force Majeure conditions on either of contracting Parties.
- 9.4 If the bidder is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, Alliance Air shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, Alliance Air shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

10 COMPLIANCE:

The Successful Bidder shall comply with all Applicable Laws in force in India, as applicable to it. The laws will include Central, State, Municipal laws of India that affect the performance of the Contract and are binding upon the Successful Bidder.

The liabilities of all statutory /legal mandatory regulations /obligations regarding manpower / product /



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Services will be borne by Successful Bidder.

11. MSME

Exemption / Preference for Micro, Small & Medium Enterprises (MSMEs):

- As per Public Procurement Policy for Micro and Small Enterprises (MSMEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.12 by Ministry of Micro, Small and Medium Enterprise (MSME) of Govt. of India. MSMEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSMEs Order, 2012:
 - (1) District Industries Centres (DIC)
 - (2) Khadi and Village Industries Commission (KVIC)
 - (3) Khadi and Village Industries Board
 - (4) Coir Board
 - (5) National Small Industries Corporation (NSIC)
 - (6) Directorate of Handicraft and Handloom
 - (7) Any other body specified by Ministry of MSME.
 - (8) Udyog Aadhaar
- MSEs participating in the Tender must submit the certificate of registration with any one of the above agencies indicating the details of the particular Tendered services along with their Bid.
- The MSMEs registered with District Industries Centres must submit the **“Acknowledgement of Entrepreneur Memorandum (EM) Part-II”** along with their Bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their Bid.
- The Micro and Small Enterprises not registered for the particular trade/item for which this Tender is relevant, would not be eligible for exemption / preference.
- The registration certificate issued from any one of the above agencies must be valid as on close date of the Tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.
- 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 exemption / preference.
- The Successful Bidder (MSME/Non MSME) shall be required to submit the Security Deposit as applicable on the Contract value. However, in case of MSME Bidders, the



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Security Deposit/Bank Guarantee can be submitted on yearly basis renewable every year.

12. SUB-CONTRACTING:

- a) The essence of the Tender is that any sub-contracting or outsourcing of any of the services through any Third Party, will be with the prior written approval of AAAL and the implementation / accountability part will be under the sole responsibility of the Bidder and any deviation noticed in this regard, will be Financially evaluated and will be recovered from the Bidder. Furthermore, the Successful Bidder shall be responsible for any and all acts/ Commission & omissions of such sub-contractor.
- b) In event, the Contract is sub-contracted or assigned in violation of terms specified hereunder or the Contract, AAAL reserves the right to terminate the Contract and/ or take appropriate action against the Successful Bidder/ claim damages/ any other remedies for breach of the Tender/ Contract.

13. INDEMNIFICATION:

- 13.1 The Successful Bidder (the “**Indemnifying Party**”) agrees to indemnify, defend and hold harmless AAAL its respective officers, directors, employees, agents, representatives, successors, and permitted assigns (the “**Indemnified Parties**”), from and against any and all liability arising out of any claim, penalty, losses, damages or costs, actions, suits, demands, proceedings, expenses, property/ equipment damage, injury/death and/ or liabilities of any kind (including but not limited to reasonable attorneys’ fees incurred and/or those necessary to successfully establish the right to indemnification) suffered or incurred by AAAL including third party claims, arising out of or in connection with (a). material breach of terms of the Contract; (b). negligence, fraudulent acts or willful misconduct or the injury or death of any person or loss or damage to property caused by the Indemnifying Party’s negligence, willful misconduct or fraudulent acts; and (c). violation of acts, applicable laws, rules and/or regulations. The Successful Bidder shall be liable to keep AAAL indemnified against any claim or claims whatsoever and any liabilities that may arise on account of the Successful Bidder’s failure to comply or adhere with any statutory obligations, legislation, regarding the laws governing intellectual property rights whether in India or any other country as applicable. AAAL shall be entitled to deduct any amounts to make good the above/any losses/expenses incurred by AAAL on account of such claims or liabilities.

14 INTELLECTUAL PROPERTY INDEMNIFICATION

- i. The Successful Bidder warrants that in providing the Services under the Contract, it shall not infringe the intellectual property including without limitation trademark, copyright design, right patent or etc. of AAAL and/or of any third party and agrees to defend, hold harmless and indemnify AAAL against any losses, damages, claims, costs, expenses etc.



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suffered by AAAL arising from any such infringement of any intellectual property.

- ii. The intellectual property produced by the Successful Bidder in the course of or in relation to the Services under the Contract shall belong to AAAL absolutely.
- iii. AAAL reserves the right for injunctive relief in order to prevent the breach of any it's or third-party intellectual property rights.
- iv. If the use of the Services is preliminarily or permanently enjoined because of a finding of infringement or the likelihood of infringement of the Successful Bidder's intellectual property, the Successful Bidder shall, at its sole cost and expense, and at its option:
 - a. Procure for AAAL the right to continue using the Services; or
 - b. modify the Services so that it becomes on infringing; or
 - c. refund to AAAL the money paid by AAAL for the enjoined part or parts of the Services.

This Clause shall survive the termination/ expiration of the Contract.

15. REPRESENTATIONS AND WARRANTIES TO BE GIVEN BY THE SUCCESSFUL BIDDER:

The Successful Tenderer should provide the following representations and warranties as regards to the Contract to be executed, which shall remain true and valid throughout the term of the Contract:

- (i). It is duly incorporated and validly existing under the laws of its incorporation.
- (ii). It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver the Contract and the performance of the obligations thereunder.
- (iii). The Contract shall constitute a legal valid and binding obligation against it and is enforceable against it in accordance with the terms herein.
- (iv). The execution, delivery and performance of the Contract shall not conflict with, result in the breach of, or constitute a default under any law, rule, regulation, authorization or approval of any government agency or body, or under the terms of any covenant, agreement, understanding decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of applicable laws.
- (v). It shall employ personnel who are qualified and competent to render the Services as mentioned herein. The payment of salaries, wages, provident fund, gratuity etc., to its personnel, shall solely be the responsibility of the Successful Bidder. It is hereby clarified that, the personnel of the Successful Bidder shall not be deemed to be employees of AAAL.
- (vi). It undertakes to comply with various applicable labour laws of the land as applicable from time to time and further shall be solely responsible for any cost and



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- 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 the laws in force.
- (vii). It shall indemnify AAAL for any damage or loss or caused to the premises/equipment /property of AAAL or any third party on account of negligent act/ performance/ omission attributable to the Successful Bidder.
 - (viii). It shall perform all its obligations under the Contract with due care and diligence and in a skillful and business-like manner.
 - (ix). It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by applicable law which may result in any material adverse effect to AAAL on its ability to perform its obligations under the Contract.
 - (x). It has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, has or may have a material adverse effect or its ability to perform its obligations under the Contract.
 - (xi). There are no actions, suits, proceedings, or investigation pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in a breach of the Contract or which individually or in the aggregate may result in any material impairment or its ability to perform its obligations under the Contract.
 - (xii). It is and shall able to pay its debts as they fall due for payment and is otherwise solvent as per applicable laws, it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed for the whole or any part of its assets or any right, it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing.
 - (xiii). It is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to it.
 - (xiv). All taxes due and payable by it have been paid, and all tax return and reports required to be filed by it have been correctly filed and on time. There are no claims now pending or matter under dispute with any taxing authority in respect of any tax of the Successful Tenderer
 - (xv). It shall obtain the necessary permissions and licenses from the concerned authorities for the purposes of the Contract. Further, to keep the said permissions and licenses valid and subsisting at all times during the term of the Contract. In the



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event that it omits or fails to obtain any requisite permission or license from the concerned authorities then it shall indemnify and keep indemnified AAAL against all losses, costs, or damages that may be suffered by AAAL as a result of such omission or failure.

16. ASSIGNMENT

During the term of the Contract, the Successful Bidder shall not assign any of its rights or duties under the Contract without prior written consent of AAAL. Any assignment or transfer in violation of this Clause shall result in termination by AAAL with damages to the Successful Bidder.

17 NOTICES

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

18 INTERPRETATION

In the event of any difference in the interpretation of any of the clauses of the Contract, the clarification given by AAAL, shall be final and binding.

19 SEVERABILITY

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

20 NO WAIVER

Failure of AAAL to enforce any of the terms & conditions incorporated in the Tender/Contract, or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify the Successful Bidder in the event of breach, or the acceptance of or payment of any Services hereunder shall not release the Successful Bidder and shall not be deemed a waiver of any right of AAAL to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such Services regardless of when such Services have been delivered nor shall any purported verbal modification or revision of the order by AAAL act as waiver of the terms hereof. Any waiver shall be effective only if it is in writing. Any lone incident of waiver of any condition of the Tender and Contract by AAAL shall not be considered as a continuous waiver or waiver for other condition by AAAL.



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**ANNEXURE-I COVER LETTER
(On the Letter head of the Company)**

Date:

To,

MMD Alliance Air Aviation Limited
Alliance Bhawan, Domestic Terminal – 1,
I.G.I. Airport,
New Delhi – 110037,
Delhi, India (IN)
Yatin.dua@allianceair.in



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

Ref: Request for Proposal (RFP) for Appointment of Cargo General Sales and Service Agent (GSSA) for Alliance Air Aviation Limited (AAAL)

1. With reference to your RFP document Tender No. – AAAL/2024/Cargo /001, dated2024, I, having examined the RFP Documents and understood their contents, hereby submit my / our proposal for the subject RFP. The Proposal is unconditional and unqualified.
2. I acknowledge that Alliance Air will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the service provider, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Cargo General Sales and Service Agent (GSSA) of the aforesaid Contract.
4. I shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Proposal.
5. I acknowledge the right of Alliance Air to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I declare that:
 - a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by Alliance Air; and
 - b) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or Request for Proposal (RFP) for Appointment of Cargo General Sales and Service Agent (GSSA) for Alliance Air Aviation Limited (AAAL)
 - c) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and



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d) the undertakings given by us along with the Proposal in response to the subject RFP and information mentioned for the evaluation of the bid capacity were true and correct as on the date of making the Proposal and are also true and correct as on the Proposal Due Date and I shall continue to abide by them.

8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Agencies to BID for the same, without incurring any liability, in accordance with the RFP document.

9. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

10. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate Alliance Air of the same immediately.

11. I further acknowledge and agree that in the project such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without Alliance Air being liable to us in any manner whatsoever.

12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Alliance Air in connection with the said selection, or in connection with the Bidding Process itself, in respect of the subject RFP and the terms and implementation thereof.

13. In the event of my/ our being declared as the Selected Cargo General Sales and Service Agent (GSSA), I / we agree to enter into an Agreement in accordance with the draft that has been provided to me / us by the Authority. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

14. I have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Alliance Air or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.

15. I offer the Earnest Money Deposit (EMD) and Bank Guarantees to Alliance Air in accordance with the RFP Document. Request for Proposal (RFP) on Appointment of Cargo General Sales and Service Agent (GSSA) or Alliance Air Aviation Limited (AAAL)

16. The documents accompanying the Technical Proposal, as specified in the RFP, have been submitted

17. I agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no



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case, I shall have any claim or right of whatsoever nature if the Project is not awarded to me or our Proposal is not opened or rejected.

18. The Financial Proposal has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, RFP, our own estimates of costs (prices) and after a careful assessment and all the conditions that may affect the implementation cost.

19. I agree and confirm that would be undertaking the financial activities/transaction/ defaults and entire financial management towards all agents / Freight Forwarders or similar designated agencies for performing and taking the risk coverage within India including GSSA associates under umbrella

20. I confirm that we have never been involved or prosecuted for bankruptcy/ criminal/Financial act.

21. I confirm that in the past or present have met its obligations and settled all the Financial dues to Alliance Air, if applicable arising from the terms & conditions from the respective Agreement/ arrangement /understanding.

22. I understand that can represent GSSA of other domestic airlines, whilst still contracted to Alliance Air. In this connection an intimation would be made to the Alliance Air :

- a) Current airlines being represented
- b) Whenever they represent another airlines in future

23. I confirm that would be extending all support towards any code-share relationship / interline agreement entered with other airlines.

24. I agree and undertake to abide by all the terms and conditions of the RFP document.

25. I shall keep this offer/bid valid for 180 (One hundred and eighty days) from the date of submission of the bid as specified in the RFP.

26. I hereby certify that we have not changed any quantity or data as mentioned in the financial figures and confirm that any discrepancy arrives at any time, decision of Alliance Air will be considered as final.

27. I hereby submit our Proposal/bid and quote an price/amount as indicated in Financial Proposal for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement. In witness thereof, I submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation



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Place of the Authorised signatory)
Name & seal of Company



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ANNEXURE-II

DETAILS OF COMPANY

(On the Letter Head of the Company)

1. Name of the Bidder:
2. Incorporation (i.e. Agency, Company, Partnership or, Proprietorship)
3. Registered Office Address with telephone, fax, website and email:
4. Date of Incorporation (Please attach copy of certificate of incorporation/ registration):
5. Describe your organisational reporting structure
6. Name of the contact Person:
7. Designation:
8. Mobile Number & Telephone Number:
9. E-mail Address:
10. Fax Number:
11. GST Registration number (certificate to be attached)
12. Average Annual Sales:

Duly signed by the Authorised Signatory
of the Bidder

(Name, Title and Address of the
Authorised Signatory)



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ANNEXURE –III

FORMAT OF BANK GUARANTEE

B. G. No.

Dated:

To,
Alliance Air Aviation Limited,
Registered Office
Alliance Bhawan,
Domestic Terminal 1,
Indira Gandhi International Airport,
New Delhi, India -110037

1. In Consideration of you Alliance Air Aviation Limited having its registered office at Alliance Bhawan, Domestic Terminal1, Indira Gandhi International Airport, New Delhi, India-110 037, (hereinafter referred to as “**AAAL**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to execute the **General Sales and Service Agent (GSSA)** agreement with M/s. (*) [a (*) registered under the laws of [●]] and having its registered office at (*) (hereinafter referred to as the “**GSSA**” which expression unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and permitted assigns), for appointing M/s. (*) as its **GSSA** for cargo on terms and conditions mentioned therein, we (Name of the bank) having our registered office at (*) and one of its branches at (*) (hereinafter referred to as the “**Bank**”), at the request of **GSSA**, do hereby in terms of the **General Sales and Service Agent Agreement** for Cargo dated(*) (hereinafter referred to as “**General Sales and Service Agent Agreement**”), irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the said Agreement by the **GSSA**and unconditionally and irrevocably undertake to pay forthwith to Alliance Air Aviation Limited an amount of (*) (only *) (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the GSSA if the GSSA fails to fulfil or comply with all or any of the terms and conditions contained in the said General Services and Sales Agency Agreement for Cargo.

2. Any such written demand made by the AAAL stating that the GSSA is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the General Services and Sales Agency Agreement for Cargo shall be final, conclusive and binding on the Bank.

(Affix Rubber Stamp of Attester)

(Signature of the executor)



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3. We, the bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the GSSA or any other person and irrespective of whether the claim of the AAAL is disputed by the GSSA or any other person and irrespective of whether the claim of the AAAL is disputed by the GSSA to fulfil and comply with the terms and conditions contained in the General Services and Sales Agency Agreement for Cargo. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding (*) (*only).

4. This Guarantee shall be irrevocable and remaining full force for the full period of the Agreement and for an additional period of 3 months i.e. from (*) to (*) or for such extended period as may be mutually agreed between the AAAL and the GSSA, and agreed to by the bank, and shall continue to be enforceable till all amounts under this guarantee have been paid.

5. We, the Bank, further agree that the AAAL shall be the sole judge to decide as to whether the GSSA is in default of due and faithful fulfilment and compliance with the terms and conditions, contained in the General Services and Sales Agency Agreement and the decision for AAAL that the GSSA is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the AAAL and the GSSA or any dispute pending before any court, Tribunal, Arbitration or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the GSSA or the Bank or any absorption, merger or amalgamation of the GSSA or the Bank with any other person.

7. In order to give full effect to this Guarantee, the AAAL shall be entitled to treat the Bank as the AAAL debtor. The AAAL shall have the fullest liberty without affecting in any way the liability of the bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said General Services and Sales Agency Agreement and either to enforce or to forbear from enforcing any of the terms and conditions contained in the said General Services and Sales Agency Agreement for Cargo , and the Bank shall not be released from its liability under these presents by any exercise by the AAAL of the liberty with reference to the matters aforesaid or by reason of time being given to the said GSSA or any other forbearance, act or omission on the part of the AAAL to the said GSSA or by any change in the constitution of the AAAL or its absorption, merger or amalgamation with any other person or any other mentor or thing whatsoever which under the law relating to sureties would but for the provision have the effect of releasing the Bank from its such liability.

(Affix Rubber Stamp of Attester)

(Signature of the executor)

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.



**Appointment of Cargo General Sales and Service Agent (GSSA)
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9. We undertake to make the payment on receipt of you notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the AAAL to proceed against the said GSSA before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any other security which the Alliance Air may have obtained from the said GSSA or any other person and which shall at the time when proceedings are taken against the Bank hereunder, be outstanding unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the AAAL in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to (*) (*only).

Signed and Delivered by Bank

By the hand of Mr./Ms. Its and authorized official.
(Signature of the Authorised Signatory)

(Official Seal)

(Affix Rubber Stamp of Attester)

(Signature of the executor)



**Appointment of Cargo General Sales and Service Agent (GSSA)
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**ANNEXURE IV UNDERTAKING BY BIDDER
(On the Letter Head)**

To,

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

Ref: Request for Proposal (RFP) for Appointment of Cargo General Sales and Service Agent (GSSA) for Alliance Air Aviation Limited (AAAL)

Dear Maám/ Sir,

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by Alliance Air.

Our Proposal is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communication issued by the Alliance Air. We would be solely responsible for any errors or omissions in our Proposal.

We hereby declare that we have read and understood the rules governing the contract as given above, examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and commit in unequivocal terms, in letter and spirit, that the project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by Alliance Air, in this RFP and Bidding Documents including adherence to the areas/ capacities/ specifications/ regulations as have been detailed by Alliance Air in this regard.

We also commit to abide by the decision of the Alliance Air on all matters relating to the planning and execution of the contract.

Yours faithfully,

(Signature, name and designation
Place: of the Authorised signatory)
Name & seal of Company



**Appointment of Cargo General Sales and Service Agent (GSSA)
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**ANNEXURE V :
FINANCIAL DETAILS OF BIDDER**

Name of the Company:

Serial No	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024
Annual Sales (INR Crores)				

Note:

1. Attach certified copies by CA of Annual Financial statement along with Balance sheet, Profit and loss account, income and expenditure for aforesaid 03 financial years.
2. The above data must be submitted by Bidder, duly certified by Chartered Accountant engaged in conducting audit of the company.

Signed
Signature of CA
(Name of CA)



**Appointment of Cargo General Sales and Service Agent (GSSA)
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**ANNEXURE-VI
DECLARATION ON NON-BLACKLISTING
(On the Letter Head of the Agency)**

I/We of hereby certify that, I/we have not been blacklisted by Alliance Air, Central/ State Government, PSU, statutory bodies in any manner, as on date.

In case the above information is found false, I/We are fully aware that the tender/ contract will be rejected / cancelled by Alliance Air and EMD shall be forfeited.

Duly signed by the Authorised
Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)



**Appointment of Cargo General Sales and Service Agent (GSSA)
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**ANNEXURE-VII
DECLARATION ON CONTINUITY OF CONTRACT
(On the Letter Head of the Agency)**

I/We Proprietor/ Partner(s)/ Director(s) of M/s _____ hereby certify that, I/we hereby guarantee the continuity of the contract in change of company status or ownership or re-structuring of company planned during the contracted period.

Duly signed by the Authorized
Signatory of the Bidder

(Name, Title and Address of the Authorized Signatory)



**Appointment of Cargo General Sales and Service Agent (GSSA)
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ANNEXURE-VIII

CERTIFICATE OF EXPERIENCE
(On the Letter Head of the Agency)

I/We Proprietor/ Partner(s)/ Director(s) ofhereby certify that, I/we have an experience of minimum **ten years** as a Airline/Surface cargo, GSA, Freight Forwarding, CNF, experience of air /surface cargo transportation on scheduled airline or transport services from multiple locations in India.

Duly signed by the Authorized
Signatory of the Bidder

(Name, Title and Address of the Authorized Signatory)

In case the above information is found false, I/We are fully aware that the tender/ contract will be rejected / cancelled by Alliance Air and EMD shall be forfeited.



**Appointment of Cargo General Sales and Service Agent (GSSA)
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ANNEXURE-IX

PRE-BID QUERY FORMAT

Interested parties shall submit their queries in the following format:-

S No.	Clause No/Page No	Query/Modifications Requested	Remark/Reason
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Note:

Bidders shall submit their query in writing by E-mail /in person before the query submission due date.

Name of the Bidder
Signed by Authorised Signatory

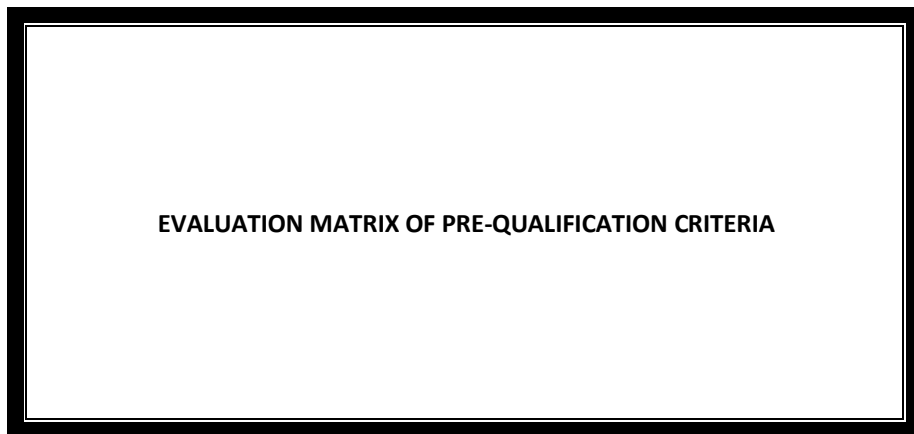
Name and designation of Authorised Signatory
Contact details
Date Place Seal



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

ANNEXURE-X

PREQUALIFICATION CRITERIA



EVALUATION MATRIX OF PRE-QUALIFICATION CRITERIA

The Bidder will have to score a minimum aggregate of 70 marks against the items in this Annexure to be assessed as eligible and meeting the pre-qualification criteria.

Alliance Air reserves the right to correspond with the Bidder and call for any supporting documents if deem necessary and the Bidder should respond for the same within the timeline provided by Alliance Air, failing which the Bid may be liable to be rejected.

AAAL reserves the right to ask for additional / alternate documents from the Bidder submission of any of the specified documents by the Bidder may result in rejection of bid.

(PLEASE SIGN ALL THE PAGES)

(PLEASE SIGN ALL THE PAGES)



**Appointment of Cargo General Sales and Service Agent (GSSA)
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S.No	Criteria	Maximum Marks	Self-marking by bidder	Marking by airline
1.	Status of Legal Entity <u>Marking Basis:</u> Based on the documents in the eligibility criteria	5		
2.	Financial details of the bidder <u>Marking Basis:</u> Based on the documents in the eligibility criteria	5		
3.	Experience: Minimum Ten years of Airline/Surface cargo, GSA, Freight Forwarding, CNF, experience of air /surface cargo transportation on scheduled airline or transport services. Experience in business refers to experience of the Applicant/Bidder and not of the partners/owners/directors. a) 10 years: 5 Marks b) 15 Years: 10 Marks c) 20 Years and more : 15 marks	15		
4.	Specialisation: Total Sales (in connection of cargo) based on the business generated as per financial record of your company/Entity must be: INR Ten Crores (INR 10 Cr.) Per Annum <u>Marking Basis</u> <u>Annual Sale</u> a) 10 to 20 crores (5) b) 20-40 crores (10) c) Above 40 crores (15)	15		
5.	Availability of office and infrastructure (actual as on date) <u>Marking Basis</u> <u>Location (Cities)</u> a) 16 Cities and Above (15) b) 08-16 cities (10) c) 05- 08 cities (05) d) Up to 05 cities (NIL)	15		

**Appointment of Cargo General Sales and Service Agent (GSSA)
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6.	Manpower <u>Marking Basis:</u> Based on the documents in the eligibility criteria Statutory compliant- PF, ESI, Professional Tax, Gratuity etc. Labour Law Number.	10		
7.	Logistic Management System (LMS)/ Cargo Booking & Management System and IT Infrastructure <u>Marking Basis:</u> Based on the documents in the eligibility criteria	05		
8.	Ware Housing facilities Based on the number of locations and area in Sq Ft available documents in the eligibility criteria. Group companies can also be considered. a) Minimum Area: 20,000 Sq Ft b) Number of locations: 01 to 03: (5) 03 to 08: (10) Above 08: (15)	15		
9	Business Development Proposal <u>Marking Basis:</u> Based on the documents in the eligibility criteria ▪ Distribution network	10		
10	In house fleet/transport etc availability for positioning and delivery of cargo.	5		
	Total	100		

The Technical Score will be calculated as a sum of marks obtained by the successful bidder against each parameter. Marks will be reckoned based on the compliance of the items listed .

Date : _____
Place : _____

Signature: _____
Name: _____
Designation: _____

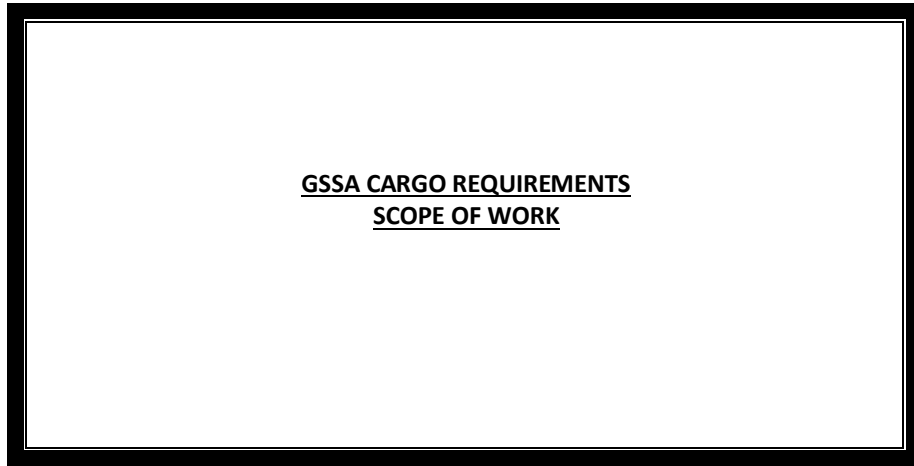
Company Name & Seal: _____



**Appointment of Cargo General Sales and Service Agent (GSSA)
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ANNEXURE-XI

SUBMISSION OF TECHNICAL BID



Alliance Air proposes to lease out the surplus capacity on domestic network for cargo.
The Bidder will have to score a minimum aggregate of 70 marks against the items in this Annexure

(PLEASE SIGN ALL THE PAGES)



**Appointment of Cargo General Sales and Service Agent (GSSA)
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**The Annexure contains the work scope of this Tender
GSSA CARGO REQUIREMENTS**

The GSSA would need to meet the following cargo requirements

The following activities are indicative function expected from the GSSA inter-alia on behalf of the Airlines and these are not exhaustive. Please indicate against each point in the white boxes whether these functionalities are available. Alliance Air reserves the right to seek additional information / product demo from the Bidder.

The mandatory requirements listed must be currently available in your system failing which the Bidder would be disqualified. Please indicate your response with a YES or NO

S.No	Requirements	Currently available (Yes/No in words)	Maximum Marks	Self-marking by bidder	Marking by airline
Sale of Capacity	<ul style="list-style-type: none"> i. Alliance Air will lease the cargo capacity on the domestic network and ex-India International flights to the winning bidder (GSSA). ii. GSSA is expected to take complete responsibility of the Sales and supervision and provide the manpower. iii. The GSSA will be responsible for selling cargo capacity in the market. Ensure Maximum capacity use (per period & per flight). The flights include Commercial, VGF and RCS flights. iv. GSSA to make arrangements for security clearances from BCAS and undertake approval from appropriate authorities to operate at designated 		10		



**Appointment of Cargo General Sales and Service Agent (GSSA)
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	<p>airports of Alliance Air for handing over cargo to Alliance Air/party.</p> <p>v. Undertake effective Customer Relationship Management (CRM) to boost business</p> <p>vi. GSSA will handle enquiry, administration of reservations, book the cargo consignments on the airline flights including issuing Air Waybills and other documents as applicable besides placing strong distribution system with objective to reach out to airline customers.</p> <p>vii. GSSA will determine the rates, incentives to be paid across the distribution market. The GSSA to offer rates which are in line with market practices.</p> <p>viii. The costs of provisioning manpower, equipment, office space, warehousing, trucking, handling, back office functions, agency commission, insurance etc to be borne by GSSA</p> <p>ix. Alliance Air will maintain a 'right of first refusal' and will block a predetermined capacity for any company stores, emergency material or any emergency Government of India / State Govt relief material etc.</p>				
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**Appointment of Cargo General Sales and Service Agent (GSSA)
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	<p>x. The GSSA will be responsible for appointing and coordinating with cargo sales agents. The GSSA will also be responsible for the payments and accounting vis-a-vis the CSAs.</p> <p>xi. GSSA would extend support in select Tier II and Tier III cities</p> <p>xii. GSSA to have a separate accounting and banking set up</p> <p>xiii. GSSA to maintain full records of all transactions and agreements pertaining to the carriage of cargo on the domestic network and ex- India International flights of Alliance Air and to make those records available for scrutiny by Alliance Air whenever required.</p> <p>xiv. GSSA to deal with the appropriate regulatory and other authorities with reference to the booking, sale, rates, handling of the cargo on the domestic network and ex- India international operations of Alliance Air.</p> <p>xv. GSSA to handle complaints and legal issues arising out of the booking, sale, and handling of cargo on the domestic network and ex-India International flights of Alliance Air.</p>				
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**Appointment of Cargo General Sales and Service Agent (GSSA)
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	<p>The cost towards these is to be borne by GSSA.</p> <p>xvi. GSSA to adhere to all security, and regulatory requirements</p> <p>xvii. Liaison with all government and regulatory agencies</p> <p>xviii. GSSA to ensure presence / representation of Alliance Air in the cities within India being operated by the airline</p> <p>xix. GSSA would be responsible for settling of all the claims relating to missing cargo, damage cargo, demurrage etc.</p> <p>Only in case of establishing that damage is due Ground Handler, or compensation is due airlines delays and cancellation after acceptance of cargo, the airline will get involved with claims.</p> <p>xx. The GSSA should have valid airport entry passes for its employees to handle cargo Supervision at all airports in India.</p> <p>xxi. GSSA to adhere to all legal, operation, sales & marketing security, and regulatory requirements.</p>				
Logistic Management	xxii. GSSA to have a technologically sound,		5		



**Appointment of Cargo General Sales and Service Agent (GSSA)
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System (Software to cater from Booking to Delivery)	<p>automated and IT enabled infrastructure</p> <p>xxiii. The GSSA will operate on own Logistic Management System/software on the network of Alliance Air. Have password secured data access.</p> <p>xxiv. The GSSA will have their own cargo tracking system in place. Access to be given to Alliance Air for the purpose of monitoring and control.</p>				
Airport Handling	<p>xxv. •GSSA role at the airport will include bringing/accepting the cargo at the airport, getting it X-rayed by security, Coordinating with GH staff for documentation, flight manifestation, preparation of NOTOC, Coordination with Load and trim staff, import documentation, delivery to the customers, handling all issues related to cargo i.e. damage cargo, missing cargo, found cargo, demurrage etc. dealing with the airport and related agencies regarding cargo matters, dealing with customer complaints and queries, maintaining appropriate records regarding cargo ground handling activities, etc.</p> <p>xxvi. Where Alliance Air already has an existing ground handling agreement with</p>		8		



**Appointment of Cargo General Sales and Service Agent (GSSA)
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	<p>another party, the GSSA will liaise with that party.</p> <p>xxvii. Operations and Handling to include interalia – Freight reception, booking, warehousing, transporting, track and trace, despatching pre-alert to all stations, delivery, claims and handling .</p> <p>xxviii. GSSA to liaise with all concerned. Check all documents to ensure shipment are carried in accordance with all applicable regulatory requirements.</p> <p>xxix. GSSA to book cargo and issue the AWBs and other related documents. Undertake Export and import document handling, Manifest and NOTOC preparation as also Daily entry and Interline Messaging Procedures (IMP) messages</p> <p>xxx. For international flights - All customs procedures to be followed & implemented.</p> <p>xxxi. Management of all documents in and out including import and export. Assign a dedicated airline storage for import & export.</p> <p>xxxii. Have Implementation and link of customized</p>				
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**Appointment of Cargo General Sales and Service Agent (GSSA)
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	<p>services: e-booking, e-awb, tracking, tracing, claims</p> <p>xxxiii. Undertake Development & monitoring of SOP and other cargo communications protocols.</p> <p>xxxiv. Possess a network of cargo acceptance points at all airports.</p> <p>xxxv. Undertake specific cargo services: perishables, pharmaceutical & health product, Air Mail, courier, unaccompanied luggage</p> <p>xxxvi. GSSA is responsible for paying the cargo demurrage and other penalties for the warehouse custodians, if imposed.</p>				
Office, Warehouses and Infrastructure	<p>xxvii. GSSA to maintain, at the sole expense of the GSSA, a suitable, independent office space warehouses and other premises at the various stations which pertain to the handling of domestic cargo with adequate and visible signage. Office rental, telecom expenses equipment & utility charges to be borne by GSSA</p> <p>xxviii. GSSA is expected to print all cargo stationaries approved by the airline.</p>		10		



**Appointment of Cargo General Sales and Service Agent (GSSA)
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	<p>xxxix. The offices to have dedicated staff to handle Airline's current operations and any likely increase in operations in future.</p> <p>xl. The rental and other expenses of these premises/ warehouses as also telecommunication will be borne by the GSSA.</p> <p>xli. Sufficient equipment and trained manpower should be provided by the GSSA at all potential stations.</p> <p>xlii. Alliance Air will lease the capacity on an 'as is where is' basis and will not be responsible for providing any additional equipment or manpower.</p> <p>xliii. The GSSA will also maintain own sales and marketing setup for promoting the cargo business in the market.</p> <p>xliv. GSSA to fix Dangerous Goods posters and counter displays to help promote awareness of hazardous materials in cargo warehouses.</p> <p>xlv. The premises are adequately secured against burglary.</p> <p>xlvi. Pick up/drop for postal mail</p> <p>xlvii. Comply with current policy on Dangerous Goods.</p>				
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**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

	<p>xlvi. In house fleet/transport etc availability for positioning and delivery of cargo.</p>				
Sales and Marketing	<p>xlix. To sell the capacity leased from Alliance Air in the market and provide the sales and marketing set-up for the same.</p> <p>I. Conceptualize plan, supervise and execute all marketing and sales activities of Alliance Air.</p> <p>ii. Undertake Market analysis & forecasts as also Yield management</p> <p>iii. Regular meetings & performance reviews</p> <p>iv. Appointment of sub-agents, freight forwarders, offline sales. Design, develop & set up new or specific products: i.e. Express Parcel, Courier, Oversize Baggage etc</p> <p>v. Code share arrangements and interline arrangements on behalf of the airline, if necessitated.</p> <p>vi. Display, promotional or publicity material and undertake targeted sales campaigns</p> <p>vii. Market research, Feasibility studies and new product research</p> <p>viii. Display, promotional or publicity material.</p>		7		



**Appointment of Cargo General Sales and Service Agent (GSSA)
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	<p>Undertake targeted campaigns. Display Printed materials in a variety of languages</p> <p>lviii. Assist in the development of a separate dedicated Airline branded cargo product.</p> <p>lix. Identifying and developing new long term business.</p> <p>lx. Cargo product and Airline brand development.</p> <p>lxi. Development of innovative new product line.</p> <p>lxii. Customer survey to measure satisfaction and understand specific needs.</p> <p>lxiii. Direct mailings.</p> <p>lxiv. Preparation of a Three Year Business Plan.</p>				
Manpower	<p>lxv. GSSA should have Basic and DGR trained staff with periodic trainings.</p> <p>lxvi. Dedicated administration, accounting, customer service, cargo booking team, and handling team.</p> <p>lxvii. Depute a dedicated Trained Cargo Team assigned specifically to promote Alliance Air product and services in the territory.</p>		8		



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

	<p>lxviii. Deploy Experienced teams in local markets.</p> <p>lxix. Staff Training and Uniform.</p>				
MIS	<p>lxx. Providing airline with information concerning local laws, regulations, taxes and other similar information.</p> <p>lxxi. The GSSA shall provide monthly reports of present and future market developments</p>		2		
Communication	<p>lxxii. Media, advertisements, airline branding</p> <p>lxxiii. Dedicated communication tools (flyers, brochures...). Press release and local cargo media advertisement</p> <p>lxxiv. Customer events and Customized e-marketing</p>		4		
Customer Care	<p>lxxv. Resolve customer complaints at first point of contact within established guidelines.</p> <p>lxxvi. Non-delivery notices must be completed and mailed for unclaimed shipments.</p> <p>lxxvii. Take action in accordance with applicable instructions when consignee refuses acceptance or payment.</p> <p>lxxviii. Handle lost, found and damaged cargo matters.</p>		4		



**Appointment of Cargo General Sales and Service Agent (GSSA)
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	lxxix. Tracing and claims as also Resolution of customer queries.				
Service Level	<p>lxxx. GSSA to complete the activities within the assigned time.</p> <p>lxxxi. In the event unsatisfactory service is being provided which is impacting on-time or airline goodwill in the market, the airline reserves the right to impose service level penalty.</p> <p>xxxii. Airline would be undertaking random checks on the that the cargo uplift is commensurate to the details mentioned on the AWB. In the event of GSSA indulging into under weighment, the airline reserves to levy applicable penalty as also terminate the relationship.</p>		4		
Audits	<p>xxxiii. Alliance Air being a Government of India owned company is subject to audits by Internal audit, Government Audit, Statutory Audits etc. GSSA must be able to provide all necessary information and documents as and when required by these agencies.</p> <p>xxxiv. All details and documents so required must also be stored for the period as mandated by the Government agencies.</p>		4		



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	<p>xxxv. Ensure to handle all audits with regards of cargo on behalf of the airline - DGCA, QMS, DGR, Internal etc.</p> <p>xxxvi. Wherever deficiencies have been noted, be corrected and preventive measures adopted.</p> <p>xxxvii. GSSA shall not compromise on safety procedures.</p>				
Accounting	<p>xxviii. All accounting software, IT equipment's, stationery, printers etc to be provided by GSSA.</p> <p>xxxix. GSSA to have a separate accounting set up for Alliance Air .</p> <p>xc. GSSA to pay the charges pertaining to office, warehouse and infrastructure.</p> <p>xc. Timely remittance of monies/dues to Alliance Air and all concerned.</p> <p>xcii. Providing of Bank Guarantee to the Airline to Alliance Air.</p> <p>xciii. Billing and collection services.</p> <p>xciv. Refund processing, Provide sales and accounting reports, Billing, Administration Collection for airfreight Transport</p>		4		



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

	<p>and Management of all related cost.</p> <p>xcv. Monthly financial & sales reporting, Revenue collection & revenue forecasting.</p> <p>xcvi. Punctual & accurate payments, Documentation control & administration.</p>				
Security Clearances	xcvii. GSSA to make arrangements for security clearances from BCAS and undertake approval from appropriate authorities to operate at designated airports of Alliance Air for providing Cargo Operations.		4		
RAMP Coordination	<p>xcviii. Coordinate the loading, unloading on trolleys and transportation of cargo at airport with ground handling agency.</p> <p>xcix. Record keeping and documentation.</p>		4		
Records	<p>c. Revenue related documents such Air Waybill, Cargo Transfer Manifest (CTM), Cargo Charges, Correction Advice (CCA), Cargo Sales Reports, Delivery Sheet etc., should be retained in accordance with the retention of cargo documents and records shall be as follows:</p> <ol style="list-style-type: none"> a. Daily Flight Report - 2 years b. Delayed Flight Report due cargo – 6 month c. Individual Training records - 		4		



**Appointment of Cargo General Sales and Service Agent (GSSA)
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	<p>Until employee superannuates/ ci. resigns or transferred</p> <p>a. Complaints and Investigations – 6 month after the case is closed</p> <p>b. Copy of AWBs, Cargo Sales, Report, CTMs, CCA - 5 years</p> <p>c. Cargo Claims related documents - 5 years</p> <p>d. Audit Findings and ATRs (Action Taken Reports) - 5 years</p> <p>e. Accidents and other incidents - - 5 years</p>				
Training	<p>cii. Undertaking Training including Basic Cargo, live animal training, DGR CAT-6, DGR 7-8, Basic SMS, Airside Safety, AEP etc.</p> <p>ciii. Training in airport security and health and safety procedures</p>		4		
Compliances	<p>civ. GSSA is expected to follow all the guidelines with regards to cargo issued by the airline time to time.</p> <p>cv. Maintain safety standard and adhere to DGR.</p> <p>cvi. adhere to the security control measures as prescribed by the authorities and shall also adhere to any other such measures that may be required under the IATA Resolutions.</p>		4		



**Appointment of Cargo General Sales and Service Agent (GSSA)
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	<p>cvii. GSSA to make arrangements for security clearances from BCAS</p>				
Settlement	<p>cviii. GSSA will have to receive and settle claims as per the legal liability of Alliance Air. Complete details of all claims settled must be indicated in a separate monthly statement or in the marketing monthly report to be submitted mandatorily by the GSSA. In case of no claims a NIL statement must be forwarded by the GSSA.</p> <p>cix. If any legal proceedings are initiated against Alliance Air the same to be notified to the legal headquarters at Alliance Bhawan Alliance Air, New Delhi. Any expenses accruing therefrom in contesting the case would be borne by GSSA</p>		3		
Service Delivery Standards	<p>On Time Performance - Target 100% (No delay acceptable to flight due to Cargo Handling)</p> <p><u>A. Domestic (Departure TAT) :</u></p> <ul style="list-style-type: none"> • Completion of building up generic cargo 100% Target : Departure TAT as D – 120 minutes prior to STD for metros and D-90 mins for non-metro • Completion of building up perishable cargo 100% Target : Departure TAT as D – 120 minutes prior to STD for metros and D-90 mins for non-metro • Completion of building up postal cargo 100% Target 		3		



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

	<p>: Departure TAT as D – 120 minutes prior to STD for metros and D-90 mins for non-metro</p> <ul style="list-style-type: none"> • Completion of building up VAL cargo 100% Target : Departure TAT as D – 90 minutes prior to STD for metros and D-75 mins for non-metro • Completion of building up Vulnerable cargo 100% Target : Departure TAT as D – 90 minutes prior to STD for metros and D-75 mins for non-metro <p>Domestic (Arrival TAT)</p> <ul style="list-style-type: none"> • Completion of breakup/ segregation generic cargo 100% Target : Departure TAT as A+90 minutes prior to STD for metros and A+60 mins for non-metro • Completion of breakup/ segregation perishable cargo 100% Target : Departure TAT as A+75minutes prior to STD for metros and A+60 mins for non-metro • Completion of breakup/ segregation VAL cargo 100% Target : Departure TAT as A+75minutes prior to STD for metros and A+60 mins for non-metro • Completion of breakup/ segregation postal cargo 100% Target : Departure TAT as A+120 minutes prior to STD for metros and A+60 mins for non-metro • Completion of breakup/ segregation Vulnerable 				
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**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

	<p>cargo 100% Target : Departure TAT as A+75minutes prior to STD for metros and A+60 mins for non-metro</p> <p><u>B. International</u></p> <ul style="list-style-type: none"> • Completion of breakup/ segregation bulk cargo 100% Target : D - 3 hrs prior to STD • Final acceptance for build up : Target : D - 2 hrs prior to STD • Export docs ready for transport to flight from warehouse : 60 mts prior to STD <p>Standard: Weight and Volume checks Description :For all pieces received from forwarders/shippers at acceptance Target: 100% of all shipments to be weighed and volume checked. Measurement: Local monitoring.</p> <p>Standard : Adaptations of bookings at acceptance Description :All acceptances to be done as per booking and updated Measurement Local monitoring</p> <p>Standard Storage : Loading and Departure , Arrivals Description : All shipments including specials must be stored under proper and safe conditions. Target 100% of shipments are permanently under safe & secure storage. Measurement Local monitoring.</p> <p>Standard: Documentation Description: Documentation for Import shipments/flights must be</p>				
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**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

	<p>as per agreed procedures with Carrier. Target 100% shipments must be properly documented.</p> <p>Standard: Training Measurement : Basic Cargo, Handling & DGR, Awareness Training, DG CAT 6 , 7 8</p> <p>Standard: Non-Compliance The GSSA will stand committed for providing satisfactory service for cargo handling. Any unsatisfactory service experienced or any service norm that is not complied with will be addressed as follows:</p> <ul style="list-style-type: none"> • Step 1. Alliance Air will notify GSSA of any service level non-compliance noticed. • Step 2. GSSA will respond in writing giving their investigation and action taken to prevent recurrence. • Step 3. In case of repeated non-compliance of Service Norms brought to GSSA notice, the Business Head of the company will personally look into the matter and take corrective steps within 24 hrs and advise Alliance Air accordingly. • Step 4. If the situation still does not improve and non-compliance of service norms continue, the handling company shall be levied with appropriate penalty per default. 				
Performance Dashboard	GSSA should provide an online access as a Performance Dashboard with Real-time insight		2		



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

	<p>with the ability to 'drill down' into detail.</p> <ul style="list-style-type: none"> • Revenue and Sales Analysis • Performance Summary • Schedule & Capacity management. • Customer service management. • Comprehensive Reservations and Bookings. 				
Charter Flights	When the GSSA is required to issue airways bills for a charter flight of Alliance Air the agent shall be entitled to a service charge which may be agreed between the Airline and the GSSA.		2		

SCHEDULE OF COMPLETION OF THE SCOPE OF WORK (AS PER TERMS OF REFERENCE)

Phase 1 – to be completed before the start of business (within 15 to 30 Days on completion of LOI)

- a) Installation of booking system
- b) After the tasks are identified, a logical sequencing of tasks must be determined over a timeline.
- c) Assignments deliverables and reporting would be clearly specified
- d) Inception Report, Progress Report, Interim Report and Final report
- e) GSSA will arrange and position trained manpower at AAAL locations in all potential domestic airports covered under the agreement. Where necessary, the GSSA will negotiate the arrangements with the airport operators and/or existing ground handlers.
- f) GSSA will provide the bank guarantee and take the insurance as stated above. Payment of one month advance payment of the bid value will be made to AAAL.
- g) GSSA would arrange for BCAS clearance and passes for its staff. Alliance Air will provide assistance in case required.

Phase-2 -- upon start of business (Within 15-45 days of issuance of LOI)

- a) GSSA will provide the sales and marketing officials to sell the leased cargo space.
- b) GSSA will make arrangements with the cargo sales agents as required.
- c) The accounting and banking set-up as stated above will be instituted.
- d) Provide daily, weekly, monthly MIS as desired by Alliance Air.
- e) Ensure compliance as per regulatory guidelines.
- f) Must adhere to guidelines as per agreement.



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

Date : _____

Place : _____

Signature: _____

Name: _____

Designation: _____

Company Name & Seal: _____



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

ANNEXURE-XII

Format for Covering letter of Financial Bid
(on bidder's letter head)

To,

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

Subject: Letter of Financial Bid

Dear Maám / Sir,

This is in reference to Alliance Air RFP No AAAL/Cargo/2024/101 dated 19.07.2024. I/We(bidder's name) for Appointment of Cargo General Sales and Service Agent (GSSA) for Alliance Air Aviation Limited (AAAL)

I/We agree that this offer shall remain valid for a period of 180 (One hundred and eighty) days from the Bid submission Date or such further period as may be mutually agreed upon.

The 'total price for financial bid' quoted will be binding upon us, up to completion of the period of Contract as specified in the RFP. Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid in accordance with the proposal validity mentioned in the subject RFP from the last date of submission of proposal. No decrease in the financial amount, for whatsoever reasons, shall be applicable. The Financial Proposal is without any condition.

Thanking you,

Name of the Bidder
Signed by Authorised Signatory

Name and designation of Authorised Signatory
Contact details
Date Place Seal



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

ANNEXURE-XIII

SUBMISSION OF FINANCIAL BID

<p>FINANCIAL BID</p>

It should be sealed in a separate envelope specifying Financial Bid.
No other documents need to be attached with Financial bid.

All Annexures and supporting documents are only to be attached
with the Pre-Qualification / Technical bid.

(PLEASE SIGN ALL THE PAGES OF THE FINANCIAL BID)

FINANCIAL BID FORMAT



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

The response to the Tender to be provided in a structured format as mentioned below

Name of the Company/Establishment	
Full Address of Registered Office	
Name of Contact person, Telephone/ Mobile/ Fax No. (email id)	

(PLEASE SIGN ALL THE PAGES OF THE FINANCIAL BID)

FINANCIAL BID FORMAT



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

<p>FINANCIAL BID/PROPOSAL /QUOTE</p> <p>MINIMUM GUARANTEED PAYMENT (MGP) PER ANNUM BY BIDDER TO ALLIANCE AIR FOR APPOINTMENT OF GSSA FOR CARGO</p> <p>BID QUOTED BY THE APPLICANT COMPANY/ ENTITY <u>MUST BE MORE THAN OR EQUAL TO INR1.25 CRORES (ONE CRORES AND TWENTY FIVE LACS ONLY) PER ANNUM IN ORDER TO QUALIFY.</u></p> <ul style="list-style-type: none"> • <u>AMOUNT QUOTED SHOULD BE EXCLUSIVE OF APPLICABLE GST.</u> 	<p>IN FIGURE (INR)PER ANNUM</p> <p>IN WORDS (INR)</p> <p>..... PER ANNUM</p>
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Note:

The Quoted figure should be covered with transparent tape.

Dornier is excluded as there are capacity constraints.

(PLEASE SIGN ALL THE PAGES OF THE FINANCIAL BID)



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

FINANCIAL BID TERMS AND CONDITIONS

- i. Alliance Air reserves the right to select any bidder/s who meets its requirement. Bidders will not be allowed to contest decision on this selection.
- ii. The Bidder/Applicant to quote only one figure i.e. Minimum Guaranteed Payment (MGP) payable to Alliance Air in column placed above. The same is applicable only for scheduled flights (excludes charter or ad-hoc flights).
- iii. In case there is a difference between the amount shown in figure and words, the amount shown in words will be treated as final amount shown by the tenderer and the same will be taken into considerations for the purpose of determining the H1.
- iv. If there are two or more than two applicants giving the exact same highest bid, then re-bid will be invited from such applicants only. The re-bid figure should be equal or higher than the original bid.
- v. **Revenue sharing : Proposal:-**
 - a) New MGP will be INR. 1.25 Crores per annum.(Based on the average for previous two years) as elucidated above
 - b) If the sales is more than the MGP, the same will be on revenue sharing model.

Accruing to Alliance Air		SLABS	Qualifying amount	Revenue Sharing accruing To Alliance Air	Revenue Sharing accruing To GSSA
MGP (Qualifying Bid Price Amount)	PLUS	Slab-1	150% of MGP	NIL	100 % retention of revenue over and above the qualifying bid amount
		Slab-2	151%-175%	40% of the actual Sale in the slab	60% of the actual Sale in the slab
		Slab-3	176%-200%	30% of the actual Sale in the slab	70% of the actual Sale in the slab
		Slab-4	201% and above	20% of the actual Sale in the slab	80% of the actual Sale in the slab

- vi. The capacity will be calculated on fleet of 16 Aircraft. In case of capacity reduction or induction by Alliance Air, the MGP would increase or decrease in pre-defined ratio.



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

- vii. Ramp handling will be done by Alliance Air handling agency i.e. i.e. all activities below the wings from the receipt of cargo, transportation in the sterile area and departure point.
- viii. Cost of interiors of all offices and branding with set up is to be incurred by GSSA. GSSA would set up and maintain at its own cost offices at key stations of Alliance Air (DEL, BOM, CCU, GAU, HYD, BLR, AMD and MAA) catering to both domestic and international flights ex-India. During the process of set-up in Tier II and Tier III cities, the airline would extend temporary support during the initial six months at the airport from the date of going live.
- ix. GSSA will not be entitled for any block space. It will always be subject to load and space. AAAL will not compensate, If cargo is offloaded due to no space available on the aircraft
- x. CUTE agreements will be signed by GSSA. Wherever the CUTE operators want to sign only with airlines, the same would be undertaken with the expenses being reimbursed by the GSSA. BG for CUT would be provided by GSSA.
- xi. AEP for GSSA personnel may be recommended by Alliance Air for issuance by BCAS. Any cost thereto paid by the airline to be reimbursed. However, GSSA shall indemnify the airline towards any past or future unforeseen incident/unlawful activity undertaken by said personnel
- xii. No underwriting would be admissible from the airline end, in the event of non-carriage /part -carriage of cargo on account of cancellation of schedule departures.
- xiii. General cargo, Postal Mail, Courier, E-Commerce, Interline Cargo is included in the total sales.
- xiv. Offers would be valid for Alliance Air acceptance for a period of 180 days from the date of opening of the Financial Bid.
- xv. That the financial bid of only those Applicants shall be considered who meet all the eligibility criteria. The selection of the bidder / winner would be based on highest Financial Bid.
- xvi. Minimum Guaranteed payment would be additional aircraft (which is proposed to be added in near future in the fleet) would be not reckoned for the purpose of selection of the bidder.
- xvii. No commission is payable by AAAL to the GSSA. All other applicable fees, taxes & levies will be exclusive of Minimum Guaranteed Payment (MGP).
- xviii. GSSA will not be entitled to any block space. It will always be subject to load and space.
- xix. The Minimum Guaranteed Payment (MGP) assured by GSSA would be payable on fortnightly basis. The airline reserves the right to raise any penalty / service level deficiencies, as applicable.



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

- xx. The cost of provisioning manpower, equipment, software, office space, warehousing , trucking, handling, back office functions, agency commission, insurance etc. will be borne by the GSSA . All service deliverables including requirement license, implementation, integration, customization, documentation, execution as also Training will be borne by GSSA
- xxi. GSSA will determine rates as also pay incentives across the distribution network.
- xxii. Alliance Air reserves the right to dispatch, company store material, emergency material or special exigencies relief material, as and when necessitated. A clause of “Right to First Refusal” would be included in the Agreement towards the same.
- xxiii. The GSSA should maintain the records and accounts pertaining to the transactions falling within the purview of this agreement. Alliance Air should have access to the records and should be able to audit the accounts pertaining to services provided on Alliance Air .To ensure this, the GSSA should have a separate accounting and banking set-up for operations on Alliance Air.
- xxiv. GSSA to bear all cost that arise (if any) while fixing software errors being used by them impacting cargo business.
- xxv. GSSA would also set up separate accounting and banking exclusively for Alliance Air. The airline reserves the right to audit the accounts pertaining to services provided by them
- xxvi. It is clear & confirmed that the aforesaid financial commitments on Highest Minimum Guaranteed Payment have been made by the GSSA after conducting an internal due diligence, market survey, market dynamic & other required inputs and the GSSA has not totally relied upon any of the information so provided by the Airline/ the information so contained in any of the documents so supplied by the Airline.
- xxvii. In case, the Successful Bidder/Applicant backs out, either before issue of the Purchase Order / letter of Intent (LOI) or subsequent to its issue the bidder would be blacklisted for a period of one year.
- xxviii. GST and other applicable Govt. levies, taxes and duties, wherever applicable imposed upon the services provided by the Successful Bidder to be borne by Alliance Air Successful bidder is responsible for its own income taxes and corporate taxes.
- xxix. All payments by Successful Bidder to Alliance Air shall be subject to deduction of Tax at Source (TDS), as applicable under the Indian Law from time to time.
- xxx. The payments against such transfer shall be made either RTGS, NEFT or direct credit to the bank account specified by Alliance Air.
- xxxi. Ineligible Bidder’s application shall not be entertained for Financial Bid opening and the decision of Alliance Air in this regard would be final. Bidders will not be allowed to contest airline decision on this selection.



**Appointment of Cargo General Sales and Service Agent (GSSA)
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- xxxii. If any time the GSSA lower cargo rates in the market due to any reasons, it will have no bearing on the MGP.
- xxxiii. There are select RCS, VGF and Flights where cargo is not forthcoming and some sectors which have pay load limitations (hilly areas.) . Dangerous Goods, Human Remains and Live Animals, is not applicable. For carriage of Valuable Cargo, provision would need to be made.
- xxxiv. Financial Bid containing conditional offers will be summarily rejected.
- xxxv. The Bidder shall take into account all conditions and difficulties that may be encountered during the course of assignment, while quoting the rate.
- xxxvi. All terms of this RFP are unconditionally agreed.
- xxxvii. SELECTION WOULD BE BASED ON qualifying in **TECHNICAL BID by 70% AND on HIGHEST QUOTED FINANCIAL BID.**
- xxxviii. There should not be any hidden costs for the items quoted.
- xxxix. ALLIANCE AIR is not responsible for the arithmetical accuracy of the bid. The Bidders will have to ensure all calculations are accurate.
- xl. ALLIANCE AIR at any point in time, for reasons whatsoever, is not responsible for any Assumptions made by the Bidder. ALLIANCE AIR, at a later date, will not accept any plea of the Bidder or changes in the financial offer for any such assumptions.
- xli. Any overwriting, erasure, etc. has to be initialed by the Authorized person.
- xlii. The bidder, at the bidder's own responsibility and risk, may visit at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.

Certified that:

- The Minimum Guaranteed Payment (MGP) finalized & agreed will remain firm during the Contract period with a validity period a period of 3 year. The contract is extendable for a period of 24 months on mutually agreed rates, terms and conditions subject to provision of satisfactory services by the bidder

We have read, understood, and agree to comply with the terms & conditions of the tender

Undertaking:



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

- I have carefully gone through and have understood the Work-scope, Schedule of requirements, Service level requirements, General Terms & Conditions and other Specifications governing the Tender.
- The Financial Bid will be valid for 180 days from the last date of opening of Financial Bid.
- I hereby confirm that I am authorized to sign the Financial Bid/Tender document.
- All the pages of the Financial Bid are signed & Stamped and there are no over writings / corrections.

Date : _____

Place : _____

Signature: _____

Name: _____

Designation: _____

Company Name & Seal: _____

(PLEASE SIGN ALL THE PAGES OF THE FINANCIAL BID)

ANNEXURE XIV



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

**PROFILE OF TEAM LEADER WHO WILL BE ASSOCIATED WITH THE
ASSIGNMENT**

(Details to be submitted by Team Leader proposed to be associated with the assignment)

1. Name of the Persons:
2. Office Address:
3. E-mail ID:
4. Phone Number Office : Mobile :
5. Date since working in the Firm:
6. Professional Qualifications
7. Present Designation:
8. Experience:

Date : _____
Place : _____

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



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

ANNEXURE –XV

NON-DISCLOSURE AGREEMENT

(The Non-Disclosure Agreement needs to be signed by a person duly authorised by the bidder. A copy of the authorisation by the bidder (copy of Board resolution or Power of Attorney) should be provided alongwith the Non-Disclosure Agreement)

(Non-Disclosure Agreement to be submitted on duly notarized stamp paper of Rs 100)

This Non-Disclosure Agreement (this “**Agreement**”) is made on this _____ day of _____, 2024 (“**Effective Date**”) at _____.

BY AND BETWEEN

ALLIANCE AIR AVIATION LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at (hereinafter referred to as “**AAAL/Disclosing Party**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the ONE PART.

AND

_____, a company incorporated under the provisions of the Companies Act, 1956, bearing CIN (*) with its registered office at _____ (hereinafter referred to as “**Recipient**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the OTHER PART.

Or

(*), a Limited Liability Partnership, incorporated under the provisions of the LLP Act, 2009, bearing CIN (*), with its registered office at (*) (hereinafter referred to as “**Recipient**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the OTHER PART.

Or

(*), a registered partnership firm, incorporated under the provisions of the Partnership Act, 1932, bearing registration No. (*), with its registered office at (*) (hereinafter referred to as “**Recipient**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the OTHER PART.

Or

(*), a sole proprietorship firm, with its principal place of business at (*) (hereinafter referred to as “**Recipient**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the OTHER PART.

(As the context may require, both parties hereto collectively referred to as the "Parties" and



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individually as a "Party".)

WHEREAS:

- A. AAAL is inter-alia engaged in the business of transportation services of passenger and cargo to and from various permitted destinations in India in accordance with the permissions and approvals granted by the Director General of Civil Aviation, India.
- B. AAAL had issued a Tender bearing No., wherein bids were invited for Appointment of Cargo General Sales and Service Agent (GSSA) for Alliance Air Aviation Limited (AAAL) Whereas, the Recipient submitted its bid for the said Tender and was subsequently awarded a service agreement dated (*) ("**Service Agreement**") for the aforesaid work, after scrutiny of its technical and financial bid by AAAL.
- C. During the provision of Services under the Service Agreement, the Recipient may have access to/receive certain technical, non-technical, financial, business and other Confidential Information (*defined hereunder*) of AAAL.
- D. Thus, the Parties recognize that there is a need to protect such Confidential Information from unauthorized use and disclosure and accordingly, have decided to enter into this Agreement to establish and set forth the obligations of each Party with respect to any such Confidential Information.

NOW THEREFORE, in consideration of the above premises the sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **Definitions and Interpretation.**

1.1 **Definition.**

- a. "**Confidential Information**" shall mean any and all information disclosed to, or otherwise acquired or identified or observed by, Recipient including its affiliated companies, directors, officers, employees and agents of such affiliated companies (collectively, "**Recipient's Representatives**"), from and its affiliated companies, relating to the business of AAAL, whether communicated in writing, orally, electronically, photographically, or in recorded or any other form of media, including, but not limited to, all sales and operating information, employee and other human resource information, customer/ passenger information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices, and the like, whether or not the foregoing information is



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patented, tested, reduced to practice, or subject to copyright or any other intellectual property right or any manifestation (in any medium) of any of the foregoing which now exist or come into the control or possession of the Recipient. The term “Confidential Information” does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by Recipient in breach of this Agreement; (ii) was available to Recipient on a non-confidential basis as shown in written records prior to its disclosure to Recipient by AAAL; (iii) becomes available to Recipient on a non-confidential basis from a source other than AAAL; provided that such source is not bound by a confidentiality agreement with AAAL or is otherwise prohibited from transferring the information to Recipient by a contractual, legal or fiduciary obligation; or (iv) is independently developed by Recipient without any use of or benefit from the Confidential Information and such independent development can be documented by Recipient with written records.

1.2 Interpretation.

a. The term “**Recipient**” for the purpose of this Agreement shall mean to include the permitted sub-contractor by AAAL and its employees, agents, directors, officers and personnel.

2. **Scope and Term.** This Agreement is executed for the purpose of the Confidential Information that has been or may be disclosed by AAAL with the Recipient. This Agreement is intended to cover Confidential Information disclosed by AAAL both prior and subsequent to the Effective Date hereof. The confidentiality obligation shall survive the expiration or termination of this Agreement and/ or the Service Agreement and such confidentiality obligation of the Recipient shall remain valid indefinitely.

3. Obligations of Recipient

3.1 In consideration for the receipt of Confidential Information, Recipient shall hold all Confidential Information in confidence and with the same degree of care it uses to keep its own similar information confidential, but in no event shall it use less than a reasonable degree of care; and shall not, without the prior written consent of AAAL, disclose such information to any person for any reason at any time. The term “person” as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.

3.2 The Recipient shall use the Confidential Information only as needed for the purpose specified hereunder.

3.3 The Recipient will grant access to the Confidential Information only to its employees on a need to know basis (who have clear need to know the Confidential Information for the purposes of execution and completion of the Services) and shall impose the same obligation on its employees, who obtain knowledge of Confidential Information.



**Appointment of Cargo General Sales and Service Agent (GSSA)
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3.4 The Recipient, except for the purpose of and in relation to the Service Agreement, shall not copy or otherwise duplicate such Confidential Information or knowingly allow anyone else to copy or other wise duplicate such Confidential Information.

1. **Compelled Disclosure.** In the event that Recipient or any of Recipient's Representatives is requested or required by law/ regulation/ judicial order/ administrative order (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar incidents) to disclose any of the Confidential Information, it is agreed that Recipient or such Recipient's Representative, as the case may be, will provide AAAL with prompt notice of such request(s) so that AAAL may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement and Recipient shall extend cooperation, as reasonably as possible, to AAAL in initiating said action(s). In the event that such protective order or other remedy is not obtained, or AAAL grants a waiver hereunder, Recipient or such Recipient's Representative may furnish that portion (and only that portion) of the Confidential Information which Recipient is legally compelled to disclose and will exercise its reasonable best efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.
2. **Use.** Recipient shall not use any Confidential Information for any reason other than as may be necessary for the purpose of the Service Agreement. Recipient agrees to make no other use of the Confidential Information or to incorporate any Confidential Information into any work, product or services. It shall be the responsibility and liability of the Recipient to ensure that all its employees, agents or personnel who are stationed in and/or have access to the premises where such Confidential Information is available, at any time adhere to the Confidentiality obligations imposed under this Agreement.
3. **Ownership.** Recipient recognizes that all tangible information relating to Confidential Information, including notes, reports and other documents prepared by Recipient in connection with the evaluation of the proposed Relationship, including all copies thereof, are and shall be the sole property of AAAL, and Recipient shall keep the same at all times in its custody and subject to Recipient's control and shall return the same upon completion of the specified purpose hereto. Recipient does not hereby and shall not acquire by implication or otherwise any right in or title to or license in respect of the Confidential Information disclosed to it by AAAL.
4. **Return of Confidential Information.** Promptly following the earlier of (i) the termination of this Agreement or the Service Agreement or any other agreement for the proposed potential business relationship and (ii) the written request of AAAL, Recipient will deliver to AAAL all documents or other materials furnished by AAAL to Recipient constituting Confidential Information, together with all copies thereof



**Appointment of Cargo General Sales and Service Agent (GSSA)
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stored in any form of media in the possession of Recipient. In the event of a written request from AAAL, all other documents or other materials constituting Confidential Information, together with all copies thereof stored in any form of media in the possession of Recipient, will be destroyed with any such destruction confirmed and certified by Recipient in writing to AAAL.

8. **No Relationship.** Neither Party shall make any commitment or incur any expense or charge for or in the name of the other Party. Neither Party has any obligation by virtue of this Agreement to procure any products or services from the other Party or to enter into any further business relationship or to refrain either of the Parties from entering into an agreement with any other party. Neither execution nor performance of this Agreement shall be construed or deemed to have established any joint venture or partnership or have created the relationship of principal and agent between the Parties.
9. **Remedies.** Recipient acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this agreement by Recipient and that any such breach would cause AAAL irreparable harm. Accordingly, Recipient also agrees that, in the event of any breach or threatened breach of this Agreement, AAAL, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Notwithstanding the above, the Recipient will indemnify and hold AAAL harmless from and against any and all loss, liability, damages, costs, claims and expenses, including all court costs, attorney fees and legal fees, which AAAL might suffer/incur as a result of any violation whatsoever of this Agreement by Recipient.
- 10 **Termination.** This Agreement will be terminated on termination of the Service Agreement; provided, however, that, notwithstanding anything herein to the contrary, Recipient's obligations with respect to each item of AAAL's Confidential Information will survive indefinitely. Notice period for the termination would be 1 year.
11. **Dispute Resolution:**
 - (i). Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of the or any terms of the Contract or the validity or breach thereof, shall first be settled by mutual consultation/ discussion between the senior executives of the parties.
 - (ii). If the dispute remains unresolved after a period of 30 days from the date when the mutual consultation has started, then the unresolved dispute/difference shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996, as amended from time to time, by a sole arbitrator. The parties shall mutually appoint the sole arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996.



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Provided further, if the Parties fail to appoint a sole arbitrator within 10 (ten) Days of the invocation of the arbitration clause, the Delhi High court shall appoint the sole arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996. Both parties shall bear their own costs of arbitration proceedings.

- (iii). The seat and venue of arbitration shall be New Delhi, India and it shall be conducted in the English language.
 - (iv). During the arbitration, the Parties shall continue to fulfill their respective obligations under this Agreement except for such obligations, which are the subject matter of the arbitration.
 - (v). The arbitral award made in pursuance thereof shall be final and binding on the parties.
12. **Governing Law and Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the laws of India and shall be subject to the jurisdiction of courts situated in New Delhi, India to the exclusion of all other courts situated elsewhere.
13. **Amendments.** This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded or canceled in whole or in part, except by written instrument signed by the Parties hereto which makes specific reference to this Agreement and which specifies that this Agreement is being modified, amended, rescinded or canceled.
14. **Severability.** If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.
15. **Waivers.** No failure on the part of either Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby, or by any related document, or by law. Any failure of a Party to comply with any obligation contained in this Agreement may be waived by the Party entitled to the benefit thereof only by a written instrument duly executed and delivered by the Party granting such waiver, which instrument makes specific reference to this Agreement and the provision to which it relates and describes the right or obligation consented to, waived or purported to be violated.
16. **No Assignment.** This Agreement may not be assigned by Recipient by operation of law or otherwise without the written consent of AAAL, which consent shall not be unreasonably withheld or delayed.



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17. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.
18. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the parties with the same effect as if all the signatures were upon the same instrument.

II. INSPECTION:

25.1 Inspection of Bidder's facilities at the time of evaluation of the Technical Bids

AAAL reserves the right to inspect at its cost the facility / facilities of the Bidders in order to assess their infrastructure and capability for carrying on the Services under the Contract as indicated in this Tender.

1. 25.2 Inspection of the facility of the Successful Bidder

AAAL reserves the right to inspect the facility of the Successful Bidder, during the Contract Period.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date and year first above written.

Signed, Sealed and Delivered for:
ALLIANCE AIR AVIATION LIMITED
By:

Name:
Title:

WITNESSES:

- 1.
- 2.



**Appointment of Cargo General Sales and Service Agent (GSSA)
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ANNEXURE XVI

**PROFILE OF TEAM LEADER WHO WILL BE ASSOCIATED WITH THE
ASSIGNMENT**

(Details to be submitted i Team Leader proposed to be associated with the assignment)

1. Name of the Persons:
2. Office Address:
3. E-mail ID:
4. Phone Number Office : Mobile :
5. Date since working in the Firm:
6. Professional Qualifications
7. Present Designation:
8. Experience:

Date : _____

Place : _____

Signature: _____

Name: _____

Designation: _____

Company Name & Seal: _____



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ANNEXURE - XVII
UNDERTAKING FROM BIDDERS

(Self Attested)

Date:

Tender No. – AAAL/Cargo/2024/101

**DECLARATION: NO OWNERSHIP OR CONTROL OF ALLIANCE AIR EMPLOYEES OR
RELATIVES**

(To be submitted along with Technical Bid)

I / We.....confirm
that I / we do not have any Director/Employee or his/her Immediate Relative, who
is an Employee of AAAL is likely to benefit us during the Award / Implementation of
the contract /PO.

I / We also agree that any subsequent detection of direct or indirect beneficiary of
any application / award of any contract to any employee of the organization may
result in disqualification / termination as the case may be. Alliance Air Aviation
Limited will have the sole discretion to do so and such cases cannot be referred
for arbitration.

SIGNATURE:

SEAL OF THE COMPANY



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ANNEXURE:XVIII

AUTHORIZATION LETTER–TECHNICAL BID OPENING FORMAT

Date:

Tender No. – AAAL/Cargo/2024/101

(To be furnished on the company's letterhead)

Place.....

Date.....

To
Manager - MMD
Alliance Air
Aviation Ltd.
Alliance Bhawan,
Domestic Terminal-1, IGI
Airport, New Delhi-110037.

Sir/Madam,

Subject: Authorization Letter for attending the Bid Opening

This has reference to your Tender No. – **AAAL/Cargo/2024/101**
RFP Appointment of Cargo General Sales and Service Agent (GSSA) for Alliance Air Aviation Limited
(AAAL)

Mr/Miss/Mrs. is hereby authorized
to attend the Bid Opening of the above RFP.....Dated
On behalf of our organization.

The specimen signature is attested :



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

Below: Specimen Signature of

Representative

Signature of Authorizing
Authority Signature of
Attesting Authority Name of
Authorizing Authority



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

**ANNEXURE-XIX
AUTHORIZATION LETTER–FINANCIAL BID OPENING FORMAT**

Date:

Tender No. – AAAL/Cargo/2024/101

(To be furnished on the company’s letterhead)

Place.....

Date.....

To
Manager - MMD
Alliance Air
Aviation Ltd.
Alliance Bhawan,
Domestic Terminal-1, IGI
Airport, New Delhi-110037.

Sir/Madam,

Subject: Authorization Letter for attending the Bid Opening

This has reference to your Tender No. – **AAAL/Cargo/2024/101 dated 19.07.2024**, RFP Appointment of Cargo General Sales and Service Agent (GSSA) for Alliance Air Aviation Limited (AAAL)

Mr/Miss/Mrs. is hereby authorized to attend the Bid Opening of the above RFP.....Dated On behalf of our organization.

The specimen signature is attested :



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

Below: Specimen Signature of

Representative

Signature of Authorizing
Authority
Signature of
Attesting Authority
Name of
Authorizing Authority



**Appointment of Cargo General Sales and Service Agent (GSSA)
for Alliance Air Aviation Limited (AAAL)**

ANNEXURE XX

FLIGHT SCHEDULE

Flight no.	Sector	Days of Operations	STD	STA	Type of Aircraft
91821	DELHI / SHIMLA	1357	6:20	7:35	ATR42
91822	SHIMLA / DELHI	1357	8:00	9:10	ATR42
91637	DELHI / BHATINDA	1357	13:35	15:05	ATR42
91638	BHATINDA / DELHI	1357	15:30	16:35	ATR42
91627	DELHI / INDORE	37	17:30	19:40	ATR42
91628	INDORE / DELHI	37	20:05	22:10	ATR42
91643	DELHI / JAIPUR	15	17:10	18:30	ATR42
91644	JAIPUR / DELHI	15	19:00	20:00	ATR42
91821	DELHI/ SHIMLA	246	6:50	8:05	ATR42
91811	SHIMLA/ AMRITSAR	246	8:30	9:30	ATR42
91812	AMRITSAR/ SHIMLA	246	10:00	10:55	ATR42
91822	SHIMLA / DELHI	246	11:20	12:30	ATR42
91711	DELHI / DHARAMSHALA	1357	8:10	10:00	ATR42
91712	DHARAMSHALA / DELHI	1357	10:25	12:00	ATR42
91833	DELHI/ JAIPUR	15	12:45	13:45	ATR42
91833	JAIPUR/ BIKANER	15	14:10	15:10	ATR42
91834	BIKANER/ JAIPUR	15	15:35	16:35	ATR42
91834	JAIPUR/ DELHI	15	17:00	18:05	ATR42
91639	DELHI / CHANDIGARH	37	12:45	13:40	ATR42
91640	CHANDIGARH / DELHI	37	14:10	15:20	ATR42
91831	DELHI / CHANDIGARH	37	16:55	18:00	ATR42
91832	CHANDIGARH / DELHI	37	18:25	19:30	ATR42
91711	DELHI / DHARAMSHALA	246	6:35	8:30	ATR42
91712	DHARAMSHALA / DELHI	246	8:55	10:30	ATR42
91843	DELHI/ JAIPUR	246	12:40	13:45	ATR42
91844	JAIPUR/ DELHI	246	14:10	15:15	ATR42
91831	DELHI / CHANDIGARH	246	16:55	18:00	ATR42
91832	CHANDIGARH / DELHI	246	18:25	19:30	ATR42
91803	DELHI / KULLU	1357	6:35	8:00	ATR72
91807	KULLU / AMRITSAR	1357	8:25	9:30	ATR72
91808	AMRITSAR / KULLU	1357	10:00	11:10	ATR72
91804	KULLU / DELHI	1357	11:35	12:50	ATR72



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91809	DELHI / GORAKHPUR	1357	13:25	15:35	ATR72
91810	GORAKHPUR / DELHI	1357	16:00	17:55	ATR72
91835	DELHI / JAIPUR	1357	20:20	21:25	ATR72
91836	JAIPUR / DELHI	1357	21:50	22:55	ATR72
91803	DELHI / KULLU	24	6:35	8:00	ATR72
91801	KULLU / DEHRADUN	24	8:25	9:35	ATR72
91802	DEHRADUN / KULLU	24	10:00	11:20	ATR72
91804	KULLU / DELHI	24	11:45	13:00	ATR72
91803	DELHI / KULLU	6	6:35	8:00	ATR72
91801	KULLU / DEHRADUN	6	8:25	9:40	ATR72
91802	DEHRADUN / KULLU	6	10:05	11:20	ATR72
91804	KULLU / DELHI	6	11:45	13:00	ATR72
91637	DELHI / BHATINDA	246	13:35	15:05	ATR72
91638	BHATINDA / DELHI	246	15:30	16:35	ATR72
91645	DELHI/ DEHRADUN	246	18:10	19:15	ATR72
91646	DEHRADUN/ DELHI	246	19:40	21:00	ATR72
91671	DELHI/ DEHRADUN	135	6:50	7:50	ATR72
91673	DEHRADUN/ AYODHYA	135	8:15	10:05	ATR72
91674	AYODHYA/ DEHRADUN	135	10:30	12:15	ATR72
91672	DEHRADUN/ DELHI	135	12:45	13:45	ATR72
91845	DELHI/ DEHRADUN	7	7:30	8:35	ATR72
91845	DEHRADUN/ PANTNAGAR	7	9:05	10:00	ATR72
91846	PANTNAGAR/ DEHRADUN	7	10:25	11:15	ATR72
91846	DEHRADUN/ DELHI	7	11:40	12:45	ATR72
91697	DELHI/ PRAYAGRAJ	135	15:45	17:30	ATR72
91698	PRAYAGRAJ/ DELHI	135	17:55	19:35	ATR72
91647	DELHI/ PANT NAGAR	246	9:10	10:10	ATR72
91647	PANT NAGAR/ VARANASI	246	10:35	12:00	ATR72
91648	VARANASI/ PANT NAGAR	246	12:25	13:55	ATR72
91648	PANT NAGAR/ DELHI	246	14:20	15:35	ATR72
91643	DELHI / JAIPUR	2467	17:10	18:30	ATR72
91644	JAIPUR / DELHI	2467	19:00	20:00	ATR72
91691	DELHI/ JABALPUR	1	7:50	10:00	ATR72
91691	JABALPUR/ JAGDALPUR	1	10:25	11:40	ATR72
91614	JAGDALPUR/ BILAPUR	1	12:05	13:10	ATR72
91614	BILASPUR/ DELHI	1	13:35	16:20	ATR72
91697	DELHI/ PRAYAGRAJ	24	7:35	9:30	ATR72
91697	PRAYAGRAJ/ BILASPUR	24	10:00	11:25	ATR72



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9I698	BILASPUR/ PRAYAGRAJ	24	12:30	13:45	ATR72
9I698	PRAYAGRAJ/ DELHI	24	14:10	15:55	ATR72
9I691	DELHI/ JABALPUR	5	7:30	9:40	ATR72
9I691	JABALPUR/ JAGDALPUR	5	10:05	11:20	ATR72
9I614	JAGDALPUR/ BILASPUR	5	11:45	12:50	ATR72
9I614	BILASPUR/ DELHI	5	13:15	15:55	ATR72
9I613	DELHI/ BILASPUR	6	8:10	10:55	ATR72
9I613	BILASPUR/ JABALPUR	6	11:20	12:15	ATR72
9I614	JABALPUR/ BILASPUR	6	12:40	13:35	ATR72
9I614	BILASPUR/ DELHI	6	14:00	16:35	ATR72
9I613	DELHI/ BILASPUR	3	7:50	10:35	ATR72
9I613	BILASPUR/ JAGDALPUR	3	11:00	12:05	ATR72
9I692	JAGDALPUR/ JABALPUR	3	12:30	13:55	ATR72
9I692	JABALPUR/ DELHI	3	14:20	16:25	ATR72
9I607	DELHI / LUCKNOW	3	17:00	18:30	ATR72
9I608	LUCKNOW/ DELHI	3	18:55	20:25	ATR72
9I691	DELHI/ JABALPUR	7	7:50	10:05	ATR72
9I691	JABALPUR/ BILASPUR	7	10:30	11:25	ATR72
9I692	BILASPUR/ JABALPUR	7	11:50	12:50	ATR72
9I692	JABALPUR/ DELHI	7	13:15	15:15	ATR72
9I831	DELHI / CHANDIGARH	15	16:55	18:00	ATR72
9I832	CHANDIGARH / DELHI	15	18:25	19:30	ATR72
9I695	DELHI / UDAIPUR	12456	9:25	11:00	ATR72
9I695	UDAIPUR/ AHMEDABAD	12456	11:35	12:45	ATR72
9I696	AHMEDABAD/ UDAIPUR	12456	13:10	14:05	ATR72
9I696	UDAIPUR / DELHI	12456	14:30	16:15	ATR72
9I627	DELHI / INDORE	12456	17:30	19:40	ATR72
9I628	INDORE / DELHI	12456	20:05	22:10	ATR72
9I621	DELHI / INDORE	37	11:30	13:40	ATR72
9I621	INDORE / GWALIOR	37	14:05	15:30	ATR72
9I622	GWALIOR / INDORE	37	15:55	17:20	ATR72
9I622	INDORE / DELHI	37	17:45	19:50	ATR72
9I845	DELHI/ DEHRADUN	1	7:50	8:55	ATR72
9I845	DEHRADUN/ PANTNAGAR	1	9:20	10:15	ATR72
9I846	PANTNAGAR/ DEHRADUN	1	10:40	11:35	ATR72
9I846	DEHRADUN/ DELHI	1	12:00	13:05	ATR72
9I643	DELHI / JAIPUR	3	17:10	18:30	ATR72
9I644	JAIPUR / DELHI	3	19:00	20:00	ATR72



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9I621	DELHI / INDORE	5	7:50	10:00	ATR72
9I621	INDORE / GWALIOR	5	10:25	11:50	ATR72
9I622	GWALIOR / INDORE	5	12:15	13:40	ATR72
9I622	INDORE / DELHI	5	14:05	16:10	ATR72
9I645	DELHI/ DEHRADUN	7	15:45	16:50	ATR72
9I646	DEHRADUN/ DELHI	7	17:15	18:20	ATR72
9I609	DELHI / CHANDIGARH	24	7:40	8:45	ATR72
9I610	CHANDIGARH / DELHI	24	9:10	10:15	ATR72
9I649	DELHI/ DEHRADUN	24	11:00	12:05	ATR72
9I649	DEHRADUN/ AMRITSAR	24	12:30	13:50	ATR72
9I650	AMRITSAR/ DEHRADUN	24	14:15	15:35	ATR72
9I650	DEHRADUN/ DELHI	24	16:00	17:05	ATR72
9I649	DELHI/ DEHRADUN	6	7:40	8:45	ATR72
9I649	DEHRADUN/ AMRITSAR	6	9:10	10:35	ATR72
9I650	AMRITSAR/ DEHRADUN	6	10:55	12:15	ATR72
9I650	DEHRADUN/ DELHI	6	12:40	13:45	ATR72
9I607	DELHI / LUCKNOW	6	16:00	17:30	ATR72
9I608	LUCKNOW/ DELHI	6	17:55	19:25	ATR72
9I607	DELHI / LUCKNOW	157	17:00	18:30	ATR72
9I608	LUCKNOW/ DELHI	157	18:55	20:25	ATR72
9I625	MUMBAI / BHUJ	1234567	6:10	8:20	ATR72
9I626	BHUJ / MUMBAI	1234567	8:45	10:50	ATR72
9I661	MUMBAI / SINDHUDURG	1246	11:25	12:50	ATR72
9I662	SINDHUDURG / MUMBAI	1246	13:15	14:35	ATR72
9I675	MUMBAI / KESHOD	357	11:25	12:45	ATR72
9I676	KESHOD / MUMBAI	357	13:10	14:25	ATR72
9I623	MUMBAI / DIU	1234567	15:20	16:25	ATR72
9I624	DIU / MUMBAI	1234567	16:50	17:55	ATR72
9I657	MUMBAI / GOA	37	18:55	20:20	ATR72
9I658	GOA / MUMBAI	37	20:45	22:30	ATR72
9I659	MUMBAI / INDORE	16	18:55	20:45	ATR72
9I660	INDORE / MUMBAI	16	21:10	23:35	ATR72
9I601	MUMBAI / JALGAON	245	18:55	20:15	ATR72
9I602	JALGAON / MUMBAI	245	20:40	21:55	ATR72
9I893	HYDERABAD / CHENNAI	13457	7:55	9:40	ATR72
9I101	CHENNAI/ JAFFNA	13457	10:55	12:15	ATR72
9I102	JAFFNA/ CHENNAI	13457	13:15	14:40	ATR72
9I894	CHENNAI / HYDERABAD	13457	15:15	17:40	ATR72



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91893	HYDERABAD / CHENNAI	26	7:15	9:05	ATR72
91101	CHENNAI/ JAFFNA	26	10:15	11:40	ATR72
91102	JAFFNA/ CHENNAI	26	12:40	14:05	ATR72
91894	CHENNAI / HYDERABAD	26	15:15	17:00	ATR72
91879	HYDERBAD / GOA	357	18:15	20:00	ATR72
91880	GOA / HYDERABAD	357	20:30	22:10	ATR72
91867	HYDERABAD / PUNE	26	17:55	19:25	ATR72
91868	PUNE / HYDERABAD	26	19:55	21:35	ATR72
91867	HYDERABAD / PUNE	4	18:15	19:50	ATR72
91868	PUNE / HYDERABAD	4	20:15	21:55	ATR72
91877	HYDERABAD / TIRUPATI	1234567	6:45	8:10	ATR72
91878	TIRUPATI / HYDERABAD	1234567	8:35	10:00	ATR72
91869	HYDERABAD/ VIDYANAGAR	1234567	10:40	12:00	ATR72
91870	VIDYANAGAR / HYDERABAD	1234567	12:25	13:30	ATR72
91518	HYDERABAD / BANGALORE	234567	15:05	16:45	ATR72
91517	BANGALORE / HYDERABAD	234567	17:20	19:00	ATR72
91871	HYDERABAD / CHENNAI	234567	19:30	21:20	ATR72
91872	CHENNAI / HYDERABAD	234567	21:45	23:35	ATR72
91867	HYDERABAD / PUNE	1	17:55	19:40	ATR72
91868	PUNE / HYDERABAD	1	20:05	21:35	ATR72
91505	BENGALURU / KOCHI	1234567	7:05	8:40	ATR72
91505	KOCHI / AGATTI	1234567	9:05	10:30	ATR72
91506	AGATTI / KOCHI	1234567	10:55	12:20	ATR72
91506	KOCHI / BENGALURU	1234567	12:45	14:10	ATR72
91527	BENGALURU / VIDYANAGAR	1234567	14:40	15:45	ATR72
91528	VIDYANAGAR / BENGALURU	1234567	16:10	17:15	ATR72
91521	BENGALURU / KOCHI	3457	17:45	19:20	ATR72
91522	KOCHI / BENGALURU	3457	19:45	21:05	ATR72
91509	BENGALURU / GULBARGA	12	17:45	19:20	ATR72
91510	GULBARGA / BENGALURU	12	19:45	21:05	ATR72
91501	BENGALURU / VIJAYAWADA	1234567	7:50	9:40	ATR72
91502	VIJAYAWADA / BENGALURU	1234567	10:10	11:50	ATR72
91513	BENGALURU / SALEM	2	12:50	13:20	ATR72
91516	SALEM / BENGALURU	2	13:45	14:40	ATR72
91513	BENGALURU / SALEM	13456	12:20	13:20	ATR72
91514	SALEM/ KOCHI	13456	13:45	14:50	ATR72
91515	KOCHI/ SALEM	13456	15:15	16:25	ATR72
91516	SALEM / BENGALURU	13456	16:50	17:50	ATR72



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91547	BENGALURU / GOA	3567	19:05	18:45	ATR72
91548	GOA / BENGALURU	3567	19:10	22:25	ATR72
91731	KOLKATA / SILCHAR	13567	7:05	8:30	ATR72
91731	SILCHAR / IMPHAL	13567	8:55	9:45	ATR72
91731	IMPHAL / AIZWAL	13567	10:10	11:00	ATR72
91732	AIZWAL / IMPHAL	13567	11:25	12:10	ATR72
91732	IMPHAL/ SILCHAR	13567	12:35	13:20	ATR72
91732	SILCHAR / KOLKATA	13567	13:45	15:40	ATR72
91741	KOLKATA / SILCHAR	24	7:35	9:00	ATR72
91741	SILCHAR / IMPHAL	24	9:25	10:15	ATR72
91741	IMPHAL / DIMAPUR	24	10:50	11:35	ATR72
91742	DIMAPUR / IMPHAL	24	12:00	12:40	ATR72
91742	IMPHAL/ SILCHAR	24	13:05	14:00	ATR72
91742	SILCHAR / KOLKATA	24	14:30	16:05	ATR72
91770	KOLKATA /GUWAHATI	1357	18:35	20:10	ATR72
91771	GUWAHATI / KOLKATA	1357	20:50	22:40	ATR72
91772	KOLKATA / VARANASI	246	16:40	18:55	ATR72
91773	VARANASI / KOLKATA	246	19:20	20:55	ATR72
91751	KOLKATA / LILABARI	1357	5:55	8:05	ATR72
91752	LILABARI / KOLKATA	1357	8:30	10:55	ATR72
91745	KOLKATA/ BHUBANESWAR	1357	11:35	13:10	ATR72
91745	BHUBANESWAR/ ROURKELA	1357	13:40	14:25	ATR72
91746	ROURKELA/ BHUBANESWAR	1357	14:50	15:45	ATR72
91747	BHUBANESWAR/ JHARSUGUDA	1357	16:10	17:10	ATR72
91748	JHARSUGUDA/ BHUBANESWAR	1357	17:35	18:40	ATR72
91748	BHUBANESWAR/ KOLKATA	1357	19:05	20:35	ATR72
91763	KOLKATA/ BILASPUR	24	7:05	8:55	ATR72
91764	BILASPUR/ KOLKATA	24	9:20	11:10	ATR72
91743	KOLKATA/ ROURKELA	246	11:35	13:05	ATR72
91746	ROURKELA/ BHUBANESWAR	246	13:30	14:30	ATR72
91745	BHUBANESWAR/ ROURKELA	246	14:55	15:50	ATR72
91744	ROURKELA/ KOLKATA	246	16:15	18:10	ATR72
91755	KOLKATA / GUWAHATI	1246	7:45	9:25	ATR72
91729	GUWAHATI / SHILLONG	1246	9:55	10:45	ATR72
91729	SHILLONG / LILABARI	1246	11:10	12:20	ATR72
91730	LILABARI / SHILLONG	1246	12:45	13:45	ATR72
91730	SHILLONG/GUWAHATI	1246	14:10	14:50	ATR72



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91756	GUWAHATI / KOLKATA	1246	15:15	16:55	ATR72
91757	KOLKATA / GUWAHATI	57	7:45	9:25	ATR72
91757	GUWAHATI / TEZPUR	57	9:55	10:45	ATR72
91757	TEZPUR/LILABARI	57	11:10	12:00	ATR72
91758	LILABARI/TEZPUR	57	12:25	13:05	ATR72
91758	TEZPUR / GUWAHATI	57	13:30	14:15	ATR72
91758	GUWAHATI / KOLKATA	57	14:45	16:30	ATR72
91757	KOLKATA / GUWAHATI	3	7:45	9:25	ATR72
91757	GUWAHATI / TEZPUR	3	9:55	10:45	ATR72
91757	TEZPUR/LILABARI	3	11:10	12:00	ATR72
91758	LILABARI/TEZPUR	3	12:25	13:05	ATR72
91758	TEZPUR / GUWAHATI	3	14:05	14:50	ATR72
91758	GUWAHATI / KOLKATA	3	15:15	17:00	ATR72
91783	GUWAHATI / AIZWAL	1246	8:35	9:40	ATR72
91783	AIZWAL / SHILLONG	1246	10:00	11:00	ATR72
91783	SHILLONG/DIMAPUR	1246	11:25	12:20	ATR72
91784	DIMAPUR/SHILLONG	1246	12:40	13:35	ATR72
91784	SHILLONG / AIZWAL	1246	13:55	14:50	ATR72
91784	AIZWAL /GUWAHATI	1246	15:15	16:20	ATR72
91761	GUWAHATI / PASSIGHAT	3	7:40	9:00	ATR72
91762	PASSIGHAT / GUWAHATI	3	9:25	10:50	ATR72
91765	GUWAHATI / SHILLONG	3	11:15	11:55	ATR72
91766	SHILLONG / GUWAHATI	3	12:15	13:10	ATR72
91765	GUWAHATI / SHILLONG	5	9:20	10:10	ATR72
91765	SHILLONG / LILABARI	5	10:30	11:40	ATR72
91766	LILABARI / SHILLONG	5	12:05	13:10	ATR72
91766	SHILLONG / GUWAHATI	5	13:35	14:10	ATR72
91761	GUWAHATI / PASSIGHAT	5	14:40	16:00	ATR72
91762	PASSIGHAT / GUWAHATI	5	16:25	17:50	ATR72
91761	GUWAHATI / PASSIGHAT	7	8:20	9:40	ATR72
91762	PASSIGHAT / GUWAHATI	7	10:05	11:30	ATR72
91749	GUWAHATI / IMPHAL	7	12:10	13:35	ATR72
91749	IMPHAL / DIMAPUR	7	14:00	14:45	ATR72
91750	DIMAPUR / IMPHAL	7	15:10	15:50	ATR72
91750	IMPHAL / GUWAHATI	7	16:15	17:20	ATR72
91403	DIBRUGARH / HOLLANGI	26	9:05	9:55	DO228
91403	HOLLANGI / ZIRO	26	10:15	10:50	DO228
91404	ZIRO / HOLLANGI	26	11:10	11:45	DO228



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91404	HOLLANGI / DIBRUGARH	26	12:05	12:50	DO228
91405	DIBRUGARH / TEZU	26	13:10	13:45	DO228
91406	TEZU / DIBRUGARH	26	14:05	14:45	DO228
91401	DIBRUGARH / HOLLANGI	47	9:05	9:55	DO228
91401	HOLLANGI / PASSIGHAT	47	10:15	11:15	DO228
91402	PASSIGHAT / HOLLANGI	47	11:35	12:35	DO228
91402	HOLLANGI / DIBRUGARH	47	12:55	13:40	DO228
91405	DIBRUGARH / TEZU	47	14:20	14:55	DO228
91406	TEZU / DIBRUGARH	47	15:15	15:50	DO228
91407	GUWAHATI/ HOLLANGI	4	8:00	9:05	DO228
91404	HOLLANGI/ DIBRUGARH	4	9:25	10:10	DO228
91405	DIBRUGARH/ TEZU	4	10:30	11:05	DO228
91406	TEZU/ DIBRUGARH	4	11:25	12:05	DO228
91403	DIBRUGARH/ HOLLANGI	4	12:25	13:15	DO228
91408	HOLLANGI/ GUWAHATI	4	13:35	14:45	DO228
91407	GUWAHATI/ HOLLANGI	15	8:00	9:05	DO228
91403	HOLLANGI / ZIRO	15	9:25	10:00	DO228
91404	ZIRO / HOLLANGI	15	10:20	10:55	DO228
91402	HOLLANGI / DIBRUGARH	15	11:15	12:00	DO228
91403	DIBRUGARH / HOLLANGI	15	12:20	13:10	DO228
91408	HOLLANGI/ GUWAHATI	15	13:30	14:40	DO228
91407	GUWAHATI/ HOLLANGI	2	8:00	9:05	DO228
91409	HOLLANGI/ PASIGHAT	2	9:25	10:25	DO228
91410	PASIGHAT/ HOLLANGI	2	10:45	11:50	DO228
91404	HOLLANGI/ DIBRUGARH	2	12:10	12:55	DO228
91403	DIBRUGARH/ HOLLANGI	2	13:15	14:05	DO228
91408	HOLLANGI/ GUWAHATI	2	14:25	15:35	DO228

- ** Do-228 flights are excluded from the ambit of this RFP owing to space constraints .
- ** RCS are flights under Regional Connectivity Scheme
- **VGF are flights under Viability Gap Funding.
- ** COM means commercial flights.



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ANNEXURE XXI
INTEGRITY PACT

(To be executed on plain paper and submitted along with technical bid/tender documents. To be signed by the bidder and AAAL)

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 APPOINTMENT OF “GENERAL SALES AGENT” (“GSA”) for PASSENGER SALES OF ALLIANCE AIR AVIATION LIMITED. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Action 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 personal is not legally entitled.
 - 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 process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
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 if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. 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 persons 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 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 cartelization 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)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents 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)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - 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. The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

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 to terminate the contract, if already signed, for such reasons.



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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.
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 as per the tender.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-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 and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6: Equal treatment of all Bidders / Contractors / Sub -contractors.

1. In case of sub –contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub – Contractor.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.
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 violation Bidder(s) / Contractor(s) / Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs



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his functions neutrally and independently. The Monitor will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. Hereports to the CEO, AAAL.

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.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on “Non – Disclosure of Confidential Information” and of “Absence of Conflict of Interest” In case of any conflict of interest arising at a later date; the IEM shall inform CEO, AAAL and recuse himself/herself from the case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CEO, 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.
8. If the Monitor has reported to the CEO, AAAL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CEO, 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.
9. The word “Monitor” word include both singular and plural.

4. Section 10 : Pact Duration

1. This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the CEO



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Section 11: Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 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.
- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____ Date _____

Witness 1 :
(Name & Address)

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

Witness 2 :
(Name & Address)

