



Tender No. AAAL/2022-23/MMD/DEL/PACKAGED DRINKING WATER/360 Date. 29 July 2022

ALLIANCE AIR AVIATION LIMITED

Registered Office:  
Alliance Bhawan, Domestic Terminal 1,  
India Gandhi International Airport,  
New Delhi-110037, Delhi, India

Tender for Supply of Packaged Drinking Water in 20 Liter Jars along with hot and Cold Water Dispensers

Last Date & Time of submission of Bid: - 08 AUG 2022, 15:00 Hrs (IST)  
Last Date & Time of Opening of Technical Bid: - 08 AUG 2022, 15:15 Hrs (IST)

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**CERTIFICATE**

“THIS IS TO CERTIFY THAT SUBJECT TENDER DOCUMENT BEARING TENDER NO. AAAL/2022-23/MMD/DEL/PACKAGED DRINKING WATER/360 DATED 29.07.2022 CONTAINS A TOTAL OF 24 PAGES (TWENTY FOUR PAGES ONLY).”

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## **CHAPTER - 1**

### **DISCLAIMER**

1. The information contained in this tender document (hereinafter referred to as the “Tender”) or and any information pertaining to the aforesaid subject matter provided subsequently to the applicants/bidders in any form by ALLIANCE AIR AVIATION LIMITED (hereinafter referred to as “AAAL”) shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AAAL prior to award of the tender.
2. The purpose of this tender is to provide all bidders with the information that may be useful to them in the formulation of their proposals/bids (hereinafter referred to as “BID(S)”) in response to this tender. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AAAL do not purport to contain exhaustive/all the information on the aforesaid subject matter that each applicant may require for the purpose of submitting their bids.
3. Each bidder should, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this tender and shall obtain independent advice from appropriate sources at no cost to AAAL.
4. The information provided in this tender to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AAAL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. AAAL also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance by any applicant/bidder upon the statements contained in this tender.
6. AAAL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender, from time to time till close date of tender.
7. The tender does not imply that AAAL is bound to select a bidder or to appoint the selected bidder, as the case may be, and AAAL reserves the right to reject all or any of the bids without assigning any reason whatsoever at any time.

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

## CHAPTER -2

### INSTRUCTION TO BIDDERS

1. Alliance Air Aviation Limited (AAAL)-Alliance Air is a 100% wholly owned subsidiary of AI AHL, fully owned by the Government of India under administrative control of Ministry of Civil Aviation and currently operates a fleet of ATR 72-600, ATR 42-600 and Dornier 228-201 aircraft inducted on lease with the brand “**ALLIANCE AIR**” and operates domestic flights within India.
2. AAAL is pleased to invite Bids under the TWO BID format for SUPPLY OF PACKAGED DRINKING WATER. The bids are to be submitted to **Materials department Department Alliance Bhawan, Domestic Terminal – 1, Indira Gandhi International Airport, New Delhi-110037.**
3. Reputed supplying entities involved in supply of PACKAGED DRINKING WATER are invited to submit the best offer, as per work scope, conditions of contract as sought in subject tender document (Refer Chap 3 & 4). The Business entities involved in supply of PACKAGED DRINKING WATER having prior experience are only permitted to apply/respond with quotes against subject tender. Entities not having experience in supply of PACKAGED DRINKING WATER is strictly not allowed to participate in subject tendering process, if it is found so, such bids will be outrightly rejected.
4. Packaged Drinking Water suppliers are required to submit quotes in response to subject tender document as per two bid format mentioned in chapter 4(Tech Bid Format) & 5 (Financial Bid Format) to subject tender document.
5. The Tech bid documents and Financial bid documents are to be enclosed in two separate envelopes. The envelope containing Tech bid is to be superscribed with Tender No. **TECH BID- AAAL/2022-23/MMD/DEL/PACKAGED DRINKING WATER/298 dated 11-07-2022** and Envelope containing **Financial Bid** to be superscribed with **FINANCIAL BID- AAAL/2022-23/MMD/DEL/ PACKAGED DRINKING WATER /298 dated 11-07-2022** and subject two separate envelopes pertaining to Tech Bid and Financial bid to be further enclosed in a bigger envelope and is to be superscribed **AAAL/2022-23/MMD/DEL/ PACKAGED DRINKING WATER /298 dated 11-07-2022** and the same to be deposited in tender box kept at the address appended below. Either in person or through Post/courier services. The envelope carrying quotes should either be sealed/closed/Glued. Opened/stapled envelopes will not be accepted. Opened/stapled envelopes will be outrightly rejected.

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**Materials Management Department**  
**Alliance Air, Alliance Bhawan**  
**IGI Airport, Terminal 1**  
**Palam, New Delhi -110037**

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

7. Last date & time for submission of Tender 04 August 2022, 15 : 00 Hrs

8. Due date & time for opening of Tech Bids submitted on 04 August 2022, 15:15 Hrs (IST). Date of opening of financial bids of those bidders who emerge as successful in technical evaluation upon opening of their technical bids will be notified latter.

9. Any amendments, clarifications extensions of due date will be notified by publishing corrigendum on AAAL's website- [www.allianceair.in](http://www.allianceair.in) In view of the same participant Tenderers should frequently visit the said website during the tendering process.

10. For any queries / clarifications w.r.t technicalities/Scope of work w.r.t subject tender **Mr. Yatin Dua Asst Manager MMD Mobile No. 9811744355** may be contacted on any working day between 10 AM to 5 PM before Tech bid opening date and time.

11 It is further clarified that any individual signing the tender or other documents in connection with the tender must certify whether he signs as:

- ◆ A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor
- ◆ A partner of the firm if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the tender should be signed by all the Partners.
- ◆ Director if it is a One Person Company.
- ◆ Constituted attorney of the firm, if it is a Company.
- ◆ Authorized signatory of the firm.

12. Financial quotes should be filled in prescribed format(as per Chapter – 6 to subject tender document) duly signed and stamped and prices be clearly written/ typed both in words and figures without any overwriting. Corrections & overwriting, if any, should be counter signed by the tenderer. If there exists any doubt with respect to the price mentioned the price mentioned in words will be taken as the final quote.

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13. Tech bids are to be filled as per prescribed format (as per chapter- 5 to tender document), it should be duly signed and stamped and the technicalities clearly mentioned without ambiguity. Utmost care to be taken not to state the Financial

quotes in Tech bid documents, if it is found that the financial quotes are stated in Tech bids the complete bid from such parties/vendors are liable to be rejected.

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

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

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

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

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

18. The tender is for SUPPLY OF PACKAGED DRINKING WATER from reputed SUPPLIERS/MANUFACTURERS OF REQUISITIONED MATERIAL holding all mandatory industry certification, permissions and licenses. For any queries, Bidders are to contact AAAL, Materials Department in person between 9:30hrs to 16:30Hrs or through telecommunication on above mentioned Mobile No. Tenderers not dealing/having experience in SUPPLY OF PACKAGED DRINKING WATER business need not apply / respond to subject tender as their quotes will be rejected outright.

19. The Supplies to be rendered is to be as per requirements mentioned in Chapter – 4 to subject tender document.

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

21. The bid opening date will be extended to new date if required number of minimum participants doesn't responds to the published tender or as deemed to be fit by the tender convening authority or AAAL Competent authority, as per materials Management Deptt (MMD) rules & regulations of AAAL. The extended date of bid opening will be duly notified to the bid participants.



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

23. All pages of the bid document to be signed by vendor, signing the Technical and financial bids and thus signed tender document to be submitted while submitting the Bids as per format mentioned in Chapter – 5 and Chapter – 6.

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

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

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

27. All quotations to be submitted only in INR.

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

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

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

31. **AMENDMENT EXTENSION:** Any amendment in tender or extension of date and time pertaining to the tender will be intimated by means of corrigendum duly uploaded on the website of Alliance Air- [www.allianceair.in](http://www.allianceair.in) . For the same bidders are requested to frequently visit the website during the tendering process.

32.  **GROUNDS FOR REJECTION OF BIDS**

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

31.1 If the tender has been received after the closing date/time of the tender.

31.2 If only the technical bid has been received and the commercial bid has not been received, and vice versa.

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- 31.3 If the tender has been received by email, open condition, or fax instead of in separate sealed/closed covers.
- 31.4 If the tender has not been signed by the authorized signatory of the tenderer
- 31.5 If the technical bid has been received without bid security (Refer Chap – 5 as per tender document).
- 31.6 In case the price bid and the tech bid are enclosed in the same envelope instead of two different envelope in separately sealed/closed state, the tender will be liable to be rejected.
- 31.7 In case if it is found that tech bid contains indications of price bid, then in such case subject bids will be rejected.
33. Price bids of only those tenderers, who are found suitable based on evaluation of their technical bids, would be opened, and accordingly such tenderers would be intimated in advance of the date of opening of the price bids by E-MAIL and, or by telephone.
34. **INSURANCE** – All consignments required to be handled by the successful tenderer must be covered by insurance against loss, theft, arson, accidental loss etc (comprehensive coverage) and the cost component mentioned in tender document should include the insurance cost also.
35. **FORCE MAJUERE CLAUSE:**
- (a) Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods/services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

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

other than reimbursement on the terms provided in the agreement for the goods/services received.

### **CHAPTER -3**

#### **General Terms & Conditions :**

##### **1. CONTRACT BEGINNING:**

The contract start date will be from the date of furnishing Purchase Order Post LOI to L1 Vendor.

**2. CONTRACT PERIOD:** The Contract period shall be for a period of 02 (Two) years from the date of execution of the Contract. However, AAAL reserves the right to extend the Contract period for a further period of 01 (One) year on the same terms, rate and conditions, if mutually agreed with the successful bidder.

**3. CONTRACT CLOSURE:** The contract End date will be 60<sup>th</sup> day POST SUCCESSFUL COMPLETION OF SUPPLY OF TENDERED MATERIAL (PACKAGED DRINKING WATER) as per quantity mentioned in subject tender.

**4. TENDER FEE:** There is no Tender Fee. The Tender Documents containing all information pertaining to the Tender may be downloaded free of cost from Alliance Air website- [www.allianceair.in](http://www.allianceair.in)

**5. PENALTY: (i) Liquidated Damage-** If supplies are not affected as per schedule of requirement, **Liquidated damages will be charged at the rate 0.5% of the value of undelivered portion of the material per week or part thereof of the value of undelivered goods (exclcluding taxes and delivery charges) It may lead upto 10% of the undelivered part.**

(ii) AAAL further reserves the right to cancel the Purchase Order in the event of delayed deliveries, and to issue a fresh Purchase Order on any other source at the risk and cost of the tenderer who has been awarded the Contract vide the Tender No. AAAL/2022-23/MMD/DEL/PACKAGED DRINKING WATER/XX DATED XX JULY 2022. Exception to this clause is when clause no. 34 to Chapter 2 i.e. Force Majeure is executed.

**6. BID OFFER VALIDITY CLAUSE:** The Bid offer price should be valid for 90 days from the date of opening the financial bids. Further to it the price quoted in financial bid without GST should remain the same till the supply of complete quantity/delivery of contractually agreed supplies in totality as per contract agreement between AAAL and L1 party/negotiated L1 party till it is delivered/rendered at premises as stated by AAAL in contract agreement. No enhancement of rates will be allowed and the supplies/services are to be effected on L1 rates throughout the contracted period or during extension period of contract. Payment from AAAL will only be made against L1 rates plus applicable taxes.

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7. **EMD (Earnest Money Deposit) / Bid Security:** An amount of Rs. 16000/- (Rupees Sixteen Thousand) only to be submitted through an Account Payee Demand Draft or Banker's Cheque issued by a Commercial Bank along with the Technical Bid by all the vendors responding to subject Tender enquiry. Non submission of EMD will result in outright rejection of the bids. MSE units are exempted from submission of EMD. However, this exemption is applicable only if the MSE unit is registered for the goods/services tendered for. EMD will not be applicable for Public Sector Units also.

8. **EMD FORFEITURE:** EMD of a bidder will be forfeited if the bidder withdraws or amends its' bid after due date, impairs or derogates from the tender in any respect, or declines to accept or honour the Purchase Order / Contract if awarded in his favour within the Bid validity period. If the successful bidder fails to furnish Security Deposit or Bank Guarantee within the specified period, its' EMD is liable to be forfeited.

9. **BID SECURITY DECLARATION FORM:** A Bid Security Declaration Form attached herewith as Annexure 'A' duly filled and signed to be submitted alongwith Technical Bid. Non submission of the Bid Security Declaration Form would lead to rejection of the technical bid of the participant bidder.

10. **SECURITY DEPOSIT:** Successful bidders are required to deposit Security deposit to the tune of 3% of the value of the contract as specified in bid documents. Security Deposit are to be furnished in the form of Demand Draft drawn in favour of ALLIANCE AIR AVIATION LIMITED Payable at NEW DELHI. The security deposit is to be submitted by L1 vendor on placing and accepting of LOI. The Security deposit to be submitted within 5 working days from the date of LOI release.

11. **SECURITY DEPOSIT REFUND:** Security Deposit will be valid/returned after a period of Sixty **days** beyond the completion of all contractual obligation of the supplier. Security deposit thus deposited will be returned back without interest and no claim of interest on the security deposit amount will be entertained.

12. **CONTRACT DISHONOUR CLAUSE:** Non supply of materials/services /abandoning of contract will cause forfeiting of security deposit from the deviating supplier/service provider and orders of such deviating suppliers/service providers will be routed to L2 vendor or subsequent participants of subject tender, if thus approached subject participant/vendor shows his readiness to supply goods/deliver required services at the L1 Vendor rates, or otherwise the tender will be scrapped and new tender will be floated for subject material/services. Material will be sourced from alternate source at the risk and cost to the contracted vendor.

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13. **CAPACITY CHECK OF BIDDERS FOR QUALITY SERVICE DELIVERY:** To execute the capacity check of bidders for quality goods / service delivery, the committee formed for execution of subject tender is free to requisition any documents/ execute premise visit as deemed to be fit by the committee. All participants responding to subject tender has to mandatorily cooperate in subject activity.

14. **NATURE OF SUPPLIES/SERVICES:** The supplies/services by contracted L1 vendor in tendering process are to be effected as per Work scope mentioned in Chapter – 4 to subject Tender and as per specifications/details of supplies requisitioned as per contract mentioned in Chapter-4 to subject Tender. Also all clauses as per subject tender document is applicable for execution of subject contract. No deviations are accepted. If there emanates any deviation, credible documentary evidence should be furnished for waiver. The approval of waiver will be the sole discretion of **Competent Authority of AAAL. If no credible evidence is submitted then penalty as deemed to be fit by AAAL authorities to make good the loss caused due to deviation will be imposed/executed.**

15. **NATURE OF QUOTED RATES:** The rates quoted by bidders are to be inclusive of all charges or any other charges that affect the delivery of goods/materials requisitioned. No hidden charges will be entertained post finalisation/during finalisation of contract at any cost. **The quoted rate shall be valid for 90 days mandatorily if any deviation then it is the prerogative of AAAL authorities to cancel such bid during technical evaluation.**

16. **DELIVERY ADDRESS:** The requisitioned supplies as mentioned in tender and contracted as per agreement post finalisation of financial bids, by L1 Vendor is to be delivered at the following address.

**Material Management Department  
Alliance Air, Alliance Bhawan  
IGI Airport, Terminal 1  
New Delhi – 110037  
Email id – mmd@allianceair.in**

17. **INVOICING ADDRESS:** The address for invoice generation by L1 Vendor is hereby appended below.

**Alliance Air Aviation limited  
Alliance Air, Alliance Bhawan  
IGI Airport, Terminal 1  
New Delhi – 110037  
AAAL GSTN No is 07AAACA1517B1ZI**

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18. **PAYMENT TERMS:** Payment against supplies delivered will be effected **within 45 days credit from the date of receipt of invoice by AAAL.**

**Office,** provided the supplies are as per specification/contractual agreement and quality mentioned in tender document/contractual agreement.

19. **PRICE VALIDITY:** The price agreed by the parties under the contract (and LOI) shall be applicable throughout the term (period) of the contract.

20. **ERROR/DEFECT DEFINITION CLAUSE:** The definition of erroneous supplies /defective material/Poor delivery of supplies is if the material that is being supplied/delivered by Successful/negotiated/contracted vendor is deviating from the specifications/stipulations or clauses mentioned in the tender document. Violation of Govt Of India Rules and regulations while execution of contractual agreement by L1 Vendor/Negotiated L1 Vendor will also be considered as ERROR/DEFECT/SUBSTANDARD delivery of supplies from the contracted party. Upon encountering such cases immediate Penal procedures as deemed to be fit by AAAL Authorities will be executed without furnishing any notice period provided such defect has occurred within the contractual period/time frame. The penal imposition will be restricted to the value of loss incurred. The value of LOSS incurred will be assessed calculated and implemented by AAAL Finance Department.

21. **REJECTION CLAUSE:** If supplies are found to be defective or not conforming to the specifications/requirements, it would result in rejection of the entire supply without any liability on AAAL and a fresh supply will have to be made IMMEDIATELY, FREE OF COST By L1Vendor/negotiated L1 vendor. If the erroneous supplies are not made good within and acceptable time limit as decided by Admin / MMD AAAL, AAAL holds the right to forfeit equivalent amount of Security deposit from L1 Vendor. Also the Competent Authorities at Alliance Air can unilaterally take decision in halting/scraping of the contract if at any time it is felt that Quality and Quantity of the supplies are compromised. Any of the mentioned actions or combined action along with penal actions can be initiated and imposed as deemed to be fit by AAAL Authorities.

22. **OPTION CLAUSE:** To take care of change in the requirement during contract period, a plus/minus option clause of 25 %(Twenty Five percent) is hereby included in subject tender document, Alliance Air reserves the right to increase or decrease the materials/quantum of goods/services that is being contracted through subject tender up to the mentioned limit of 25 %(percent) without any change in terms and conditions and prices quoted by the bidders. Extension of contract beyond contractual period will be on mutual consent basis, provided if vendor accepts readiness to supply of materials without revision in rates mentioned in contractual



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agreement and is ready to follow/adhere all terms and conditions as per tender document. Proposal for Extension of contract is solely the prerogative of Alliance Air Aviation Ltd.

**23. Resolution of Disputes and Arbitration Clause:**

22.1 Any dispute arising between the service provider and AAAL (Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the contract or the validity or breach thereof (the "Dispute"), shall first be settled by mutual consultation between the authorized representatives of the parties. If the dispute remains unresolved after a period of 30 (Thirty) days from the date when mutual consultation conducted, the same shall be settled and finally resolved by arbitration.

22.2 Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the service contract or validity or the breach thereof, shall be referred to "SCOPE FORUM OF CONCILIATION AND ARBITRATION- GOVT OF INDIA" and the award made in pursuance thereof shall be binding on the parties to the arbitration.

22.3 Each party shall bear their own cost with respect to such arbitration.

22.4 Any Dispute whatsoever arising out of this contract shall be subject to the exclusive jurisdiction of the courts of New Delhi Only.

**24. Legal status:** The relationship of the parties shall be that of independent contractors. Nothing in this contract shall be construed to create a joint venture, agency or partnership or similar relationship between the parties, or to authorize a party to act as an agent or representative for the other party. No Party shall have express or implied authority to bind or represent the other party for any purpose whatsoever unless expressly agreed in writing by the other party.

**25. 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.



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26. **EVALUATION CRITERIA:** (i) Technical Bids: The Technical Bids would be first evaluated for compliance. AAAL reserves the right at its sole discretion to seek whatever information, documents etc. From the tenderer(s) as it may consider necessary for the purpose of evaluation of the bids

(ii) Financial Bids: The Financial Bids of only those bidders who qualify under the 'Eligibility Criteria' as specified in Chapter- 5 of the

tender and also comply with summarily all terms and conditions of the tender. The date and time of opening of the Financial Bids would be intimated in advance to the Tenderers who have qualified in the Technical Bid evaluation, and their authorised representatives only would be permitted to participate in the opening of the Financial Bids. Financial Bids should be submitted strictly as per the format given in Chapter-6 only of the tender.

27. **EXIT CLAUSE / TERMINATION OF PURCHASE ORDER/CONTRACT:** The Contract Purchase Order may be terminated under the following circumstances:

(i) AAAL may at any time terminate the Contract/Purchase Order with immediate effect by giving written notice to the Bidder, in case the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to AAAL. In this case no compensation shall be made available to the bidder.

(ii) In case of unsatisfactory performance or breach of any of the clauses of this contract, AAAL would issue a notice of 30 days to the party to rectify the breach and improve the performance failing which AAAL shall be at liberty to terminate the agreement by providing a 30 days written notice to the party. The party shall not have any right to dispute or question the judgement of unsatisfactory performance of the party.

(iii) In case there is a change in AAAL's requirement or in case need of the tendered item no longer exists due to the change in operational/organisational requirements, the Contract / Purchase Order shall be terminated by AAAL, with 90 days written notice. The successful tenderer shall also be at liberty to terminate the Contract by providing to AAAL a 90 days written notice. In such event, the terminated party shall have no right to claim for compensation/damages etc from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligation arising out of the agreement till the termination.

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(iv) The successful tenderer who exercises the exit clause will not be allowed to participate in the immediate next tender for the subject item.

**28. INTERPRETATION:** In the event of any difference in the interpretation of any of the clauses of the Contract, the clarification given by Alliance Air shall be final and binding.

**29. Price Negotiation:** As it is not the general norm for Alliance Air to carry out price negotiation following evaluation of the Financial bids, the tenderers are advised to submit their best quotes in response to this tender. AAAL, however reserves the right to carry out negotiations in exceptional cases with the tenderer who has been evaluated by AAAL as having offered the lowest bid in response to the tender.

**29. Exemption / Preference to MSE units:** i. As per Public Procurement Policy for Micro and Small Enterprises (MSEs) preference will be provided to MSEs as per the prevailing policy as formulated by Ministry of Micro, Small and Medium Enterprise of

Govt. of India., MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs latest Order. (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 Adhaar

ii. MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the particular tendered item along with their bid.

iii. The MSEs registered with District Industries Centers must submit the Acknowledgement of Entrepreneur Memorandum (EM) Part-II along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.

iv. 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.  
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v. 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.

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vi. The MSEs, who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.

vii. Exemption from submission of EMD– EMD is not applicable to MSE units only.

viii. Security Deposit- The Successful Bidder (MSME/Non MSME) will be required to submit the Security Deposit as applicable on the Contract value. However, in case of MSE Bidders, the Security Deposit/Bank Guarantee can be submitted on yearly basis renewable every year.

ix. Price Preference- The MSEs registered with above mentioned agencies/bodies for the Tendered Service and quoting price within price band of L1+15% (fifteen per cent) shall also be allowed to supply a portion of requirement by bringing down their price to the price quoted by

x. L1 in a situation where the price quoted by the L1 Bidder (the “L1 Price”) is from other than an MSE and such MSE shall be allowed to supply up to 20 % (twenty per cent) of total Tendered value/service. In case of more than one such MSMEs are in the price band of L-1 + 15% and matches the L-1 Price, the 20% value shall be shared proportionately. In case of split Tender value/service, the following shall apply – a. L1 Bidder whether MSE or non-MSE i.e. irrespective of his status shall be awarded the quantity as per the ratio eligible for L1 Bidder, as mentioned under Section D: Price Bid Evaluation Criteria (PBEC). b. MSEs in the price band of L1 +15% and matching the L1 Price will be awarded 20% of the c. Tendered value/service equally from the ratio eligible for the L2 Bidder. The balance quantity/value will be awarded to L2 Bidder provided they match the L1 Price. For example: If split ratio of 60% of the Tender value/services to L1 Bidder and 40% of the Tender value/services to L2 Bidder then: TENDER NO: AAAL/21-22/MMD/DEL/THERMAL BAG TAG /298 DTD 11 JULY 2022 Page 17 of 21 o 60% of the Tendered services/value will be awarded to the L1 Bidder irrespective of his status of being an MSE or a Non MSE o All MSEs in the L1 + 15% price band and matching L-1 Price shall be awarded 20% of the Tendered services/value equally from the 40% of the Tendered services/value to be awarded to the L2 Bidder. o The remaining 20% of the Tendered services/value will be awarded to L-2 Bidder, provided they match the L1 Price. o In case the MSEs do not match the L1 Price then the 40% of the quantity/value will be awarded to the L2 Bidder provided they match the L1 Price. o If the L2 Bidder does not match the L1 Price then the entire Tendered services/value will be awarded to the L1 Bidder. x. Preference for MSEs owned by Scheduled Castes or Scheduled Tribes (the “SC/ST MSE”) – Within above given 20% (Twenty Percent) quantity, a purchase preference of four per cent (that is, 20 (twenty) per cent out of 20 (twenty) per cent) is reserved for MSEs owned by

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Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs, if they participate in the Tender process and match the L1 Price. Provided that, in event of failure of such SC/ST MSE to participate in Tender process or meet Tender requirements and L1 Price, the aforementioned four percent of the Tender services/value reserved for SC/ST MSE shall be met from other MSEs. MSEs would be treated as owned by SC/ST entrepreneurs: 1. In case of proprietary MSE, proprietor(s) shall be SC /ST. 2. In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one

percent)shares in the unit. 3. In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters. xi. Where any aggregator has been appointed by the Ministry of MSME, themselves to Bid on behalf of some MSE units, such Bids will be considered as Bids from MSE units and all such facilities would be extended to these also. xii. An MSE Unit will not get any purchase preference over another MSE Unit. MSEs will also be entitled to the payment terms of 45 days credit.

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

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## **CHAPTER -4**

### **WORK SCOPE**

1. Packaged drinking water to be supplied in 20 liters jars.
2. Packaging of Drinking water should be conforming to BIS specifications-IS-14543-2016 packed in clean, colourless transparent and tamperproof jars made by Food Grade PET/ Polycarbonate conforming to IS-1540-2003 and as per guidelines issued by BIS/FSSAI from time to time.
3. 20 number of Hot & Cold Dispensers to be placed in AAAL's premises/Offices.
4. Cleaning of the Dispensers to be strictly ensured on monthly basis.
5. Maintenance of the Dispensers Free of Cost on as and when required basis.
6. 20 nos. of Dispenser with Hot & Cold (on FOC basis- returnable) and quantity 800 nos. of 20 liters jars to be supplied per month and hence annually qty- 9,600 nos., and plus minus 25 % of the same to meet AAAL's requirements on as and when required basis, as advised by Admin Deptt. (Ref. Chapter- Clause No. 21 also applicable).
7. The water supplied in packaged condition to meet TDS level 100-120). Random checks will be conducted by Admin Deptt., AAAL from time to time. Violation/deviation would invite penalty accordingly.
8. The 20 liters jars for water to be neat and clean and in the acceptable condition. It should be strictly maintained throughout the contract period.
9. Labeling on the jars should have the following information legibly and indelibly.
  - i) Name of the product
  - ii) Name and address of the processor
  - iii) Brand name, if any
  - iv) Batch or code number
  - v) Date of processing / packaging
  - vi) Best for consumption upto (date / month / days from the date of packaging)

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**CHAPTER -5**

**TECHNICAL BID FORMAT**

**SUBJECT TECH BID FORMAT TO BE SUBMITTED ON VENDORS LETTER HEAD**

<b>SI no</b>	<b>Description</b>	<b>AAAL CONDITIONS</b>	<b>VENDOR RESPONSE</b>	<b>DOCUMENT PROOF</b>
1	Tenderer should be an authorised dealer / distributor / reseller of renowned brand or manufacturer having own manufacturing / bottling / processing unit / plant.	<b>MUST</b>	<b>YES/NO</b>	To submit document proof
2	The packaged drinking water should be conforming to the BIS specifications IS 14543-2016 and as per guidelines issued by BIS / FSSAI from time to time. The manufacturer should have valid licenses issued by BIS (Bureau of Indian Standard) / FSSAI (Food Safety & Standard Authority of India).	<b>MUST</b>	<b>YES/NO</b>	To submit document proof
3	The tenderer should have satisfactorily carried out supply of packaged drinking water Jars (20 liters) for Banks, PSUs, Multi-SNational Companies (MNCs) etc., during last 3 years with the experience of minimum supply of 1000 jars per month for single organisation or 1200 jars per month for 2 organisations or 1500 jars for 3 organisations.	<b>MUST</b>	<b>YES/NO</b>	To submit document proof
4	An average annual Turn Over of the tenderer / Company / Firm during the last 3 years ending March 31, 2022 should be at least 10 Lakh. A certificate from Chartered Accountant may be furnished showing the Turn Over for the last 3 years alongwith the Technical Bid.	<b>MUST</b>	<b>YES/NO</b>	To confirm
5	Possession of VAT registration number is a must at the time of	<b>MUST</b>	<b>YES/NO</b>	To submit document

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	application of tender. Self attested copy of VAT registration number be enclosed alongwith the Technical Bid.			proof
6	The Tenderer must have PAN / GIR number at the time of application for tender. Self attested copy of PAN / GIR Number must be enclosed alongwith the Technical Bid.	<b>MUST</b>	<b>YES/NO</b>	To confirm
7	Tenderer agrees that the payment against invoice will be made within 45 days credit term basis	<b>MUST</b>	<b>YES/NO</b>	To confirm
8	The tenderer must agree to supply 20 number of Hot & Cold Water dispenser of Voltas / Blue Star / Shri Ram / Atlantis or equivalent make for various Offices of AAAL. The aforesaid water dispensers shall be provided and maintained free of cost. Tenderer shall make arrangement to replace any of the dispensers , whenever required, due to technical issues.	<b>MUST</b>	<b>YES/NO</b>	To submit document proof

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**CHAPTER -6**  
**COMMERCIAL BID FORMAT**

**COMMERCIAL BID TO BE SUBMITTED ON VENDOR'S LETTER HEAD**

SL NO.	DESCRIPTION	QTY	UNIT RATE (EXCL OF GST)	Any other charges	GST RATE & AMOUNT IN INR	TOTAL AMOUNT INCL OF GST
1	PACKAGED DRINKING WATER	NOS.				
2	GST RATE					

The Financial bid will be valid for four months from the last date of opening of tender.

Date:

Place:

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Co. Name & Seal \_\_\_\_\_



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**Annexure- 'A'**

**BID SECURITY DECLARATION FORM**  
**(To be submitted on the Bidder's Letterhead)**

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

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

To

Alliance Air Aviation Limited,

I/We, the undersigned declare that:

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

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

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

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

Signed:

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

Duly authorized to sign on behalf of the [insert complete name of the Bidder]

Date on this (\*) day of (\*) month, 2022

Corporate seal of the bidder