

**Catering Department,
Alliance Air
IGI Airport, New Delhi-110037, India.**

**Registered Office,
Alliance Air Aviation Limited,
Alliance Bhawan, Domestic Terminal - 1,
IGI Airport, New Delhi-110037, India.**

Tender for supply of In-Flight crew meals, Dry Stores Supply & Catering Services on Alliance Air Network Station i.e. Hyderabad, Bengaluru and Delhi.

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DISCLAIMER

The information contained in this tender document (hereinafter referred to as “**Tender**”) or and any information pertaining to the aforesaid subject matter provided subsequently to the applicants/bidders (the “**Applicants/Bidders**”) in any form by Alliance Air Aviation Ltd. (hereinafter referred to as “**AAAL**” or “**Alliance Air**” or “**Airline**”) shall be subject to the terms and conditions set out in this Tender and such other terms and the other terms and conditions to which such information is provided and any other terms and conditions as may be prescribed by AAAL prior to award of the Tender.

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)**”) pursuant to this Tender document. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AAAL do not purport to contain all/exhaustive information on the aforesaid subject matter that each Applicant may require for the purposes of submitting their Bids.

The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should, therefore, 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 document and shall obtain independent advice from appropriate source at no cost to AAAL.

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.

AAAL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Tender. AAAL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender document, from time to time till opening of the Bids (Techno-Commercial and Price).

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 Alliance Air Aviation reserves the right to reject all or any of the proposals without assigning any reason whatsoever at any time.

The Bidder shall bear any and 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 its 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.

SUMMARY OF BIDDING INFORMATION

Sr. No.	PARTICULARS	DETAILS
1.	Name of the Tender	Award of contract for supply of In-flight crew meals, dry stores and catering services at Hyderabad , Bengaluru and Delhi station.
2.	Availability of Bidding document	Download from Alliance Air website www.allianceair.in by checking the Link option to reach tender section.
3.	Tender document Fee	Tender Document is available for download free of cost.
4.	Last time, date and place for receipt of Bids (“ Submission date ”/ the “ due date ”)	21.09.2023 at 1500 hrs in the office of MMD Department. Alliance Air Aviation limited (AAAL). Alliance Bhawan, IGI Airport, Domestic Terminal - 1, New Delhi-110037. AAAL reserves the right to extend the last date of receipt of Bids through a corrigendum on the website as mentioned above.
5.	Date, time and place of opening of Techno-Commercial Bids	21.09.2023 at 1530 hrs in the office of MMD Department, Alliance Air Aviation Limited (AAAL). Alliance Bhawan, IGI Airport, Domestic Terminal - 1, New Delhi-110037.
6.	Date, time and place of opening Price Bids	AAAL will communicate to the technically qualified Bidders after evaluation of Techno-Commercial Bids.
7.	Validity of the Bid	One year i.e. 180 days from the date of opening of Techno-Commercial Bid.
8.	Pre Bid Conference	Pre Bid conference will be held at 11.09.2023 at 1500 hrs, in the office of MMD Department. AAAL. Alliance Bhawan, IGI Airport, Domestic Terminal - 1, New Delhi- 11003

PART- AINSTRUCTION TO BIDDERS

AAAL has floated a Catering Tender for Hyderabad, Bengaluru and Delhi station for meeting its collective requirements in sealed quotations are invited under a two (2) Bid system i.e. **Techno-commercial Bid and Price Bid** from eligible Bidders. AAAL desires to have L-1 rates at the respective locations as listed in the Tender. Accordingly, Bidders are required to quote a single rate for various items in the Price Bid (Annexure-3).

Tender document with Annexure as detailed in **Table of Contents** can be downloaded from Alliance Air website www.allianceair.in on free of cost basis.

Scope of Work –

Period of Contract: The contract will be effective for a period of **03 (THREE)** years from the date of execution of the Contract (the “**Contract Period**”) with an option to extend the executed Contract by an additional period of **02 (TWO)** years on same terms, rates and conditions, if mutually agreed with the Successful Bidder.

1. DEFINITIONS

Definitions as used in the Tender shall mean as follows:

- (i) The term “**AAAL**”, shall mean “Alliance Air Aviation Ltd.”, a company incorporated under Companies Act 1956, having its registered office at Alliance Bhawan Domestic, Terminal-1, I.G.I Airport, New Delhi-110037, and Delhi, India”.
- (ii) The term “**Aircraft**”/“**Carrier Aircraft**” means any aircraft owned, leased, chartered, hired or operated or otherwise utilized by or on behalf of the Alliance Air and in respect of which the Carrier has either expressly or implicitly contracted, instructed or otherwise requested the Successful Bidder to provide, perform or carry out any of the Services.
- (iii) The term “**Bidder**”, shall mean the eligible entity who has signed the Tender form and submitted the bid for this Tender through its authorized signatory.
- (iv) The term “**Contract**” shall mean the agreement entered into between AAAL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- (v) The term “**Days**” shall mean the working days of AAAL
- (vi) The term “**Services**” shall mean the services to be provided by the Successful Bidder as mentioned in the Tender and Annexure-5, Scope of Work.
- (vii) The term “Successful Bidder” shall mean the Bidder whose Bid has been accepted by Alliance Air and has been awarded the Contract to carry out the Services contemplated in this Tender.
- (viii) The term “**L-1**” means lowest acceptable Bidder, “**L-2**” means second lowest acceptable Bidder and “**L-3**” means third lowest acceptable Bidder.
- (ix) The term “**Provisional Items**” shall mean the cabin dressing items / dry store items / consumables required for the flight usage.
- (x) Any other term(s), not defined herein above but defined elsewhere in this Tender shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

2. ELIGIBILITY CRITERIA

The Bidder must fulfil the following eligibility criteria to be eligible for the Techno-Commercial Bid evaluation:-

The prospective Bidders should have an existing 24 hours operational flight kitchen/catering establishment, near to the designated airport with adequate infrastructural facilities to cater to AAAL flights. AAAL reserves its right to inspect such kitchen/establishment at Hyderabad, Bengaluru and Delhi station.

- (i) Bidder minimum have at least 02 numbers of Catering Van (Non-refrigerated/Refrigerated) or similar vehicle which is capable to carry half carts, cabinets and other dry store items at the operating location.
- (ii) The prospective Bidders should have experience in satisfactorily catering to Domestic or International scheduled airlines, desirable to have at least 01(One) years of experience immediately preceding the date of this Tender. The Bidder shall indicate the name/s of the other airlines (Domestic or International) for the information and record of the AAAL. Copies of relevant document to be submitted.
- (iii) The prospective Bidder should have a sufficient space for storing AAAL's consumable/non-consumable items in a warehouse for one (1) month as per consumption level. The flight schedule of each station is attached as Annexure '3'.
- (iv) Prospective Bidders must have valid FSSAI Certification, Airport operators permit and Bureau of Civil Aviation Security clearances for providing catering supplies for the Airports proposed to be Bid for, i.e. the Airport at Hyderabad, Bengaluru and Delhi. A copy of the same is to be enclosed with the Techno-Commercial bid for the station.
- (v) Prospective Bidders should fulfil other Govt. requirements and necessary clearances for the catering operation at the Airport.
- (vi) Station wise approximate annual turnover is annexed as below. Certified Audited copies of annual accounts for the last 3 financial years (01 year in case of a new unit) immediately preceding the date of this Tender to be submitted along with the bid.

Average Annual Turnover		
S.NO	Station	Yearly Turnover (in Rupees)
1	Bengaluru	1.8 cr
2	Hyderabad	1.68 cr
3	Delhi	1.8 cr

- (vii) Meal production capacity: The Bidder should indicate the quantity of meals that can be produced with the available infrastructure, along with the supporting documents. The prospective bidder should have a minimum meal production capacity of 500 Meals per day for Hyderabad and Bengaluru station ("**Metro Station**").
- (viii) Currently AAAL requires In-flight crew meals (05 nos) per flight / sectors (as decided) and dry store provision items, Water Bottles (200ml) on Alliance Air network flights from Hyderabad, Bengaluru and Delhi station. AAAL reserves the right to increase / decrease business volume as per the requirements and need basis with a notice of 15 (fifteen) days.
- (ix) The Bidder should have adequate storage/ warehousing capacity to stock one month's requirement of AAAL dry stock / Consumable / Non- consumable items essentially required for the station. Respective bidders to confirm availability of such capacity.

- (x) AAAL reserves the right to reject / not consider at its sole discretion the bids of such Bidders who have been involved in any litigation with the company in the last 1 year immediately preceding the date of this Tender and/or are at presently involved in any ongoing litigation or arbitration proceedings against AAAL.
- (xi) The existing employees of AAAL are prohibited from participation in this Tender. (Self-certified copy to be submitted)
- (xii) Any company/entity blacklisted by AAAL is prohibited in participating in this Tender.
- (xiii) The caterer must have valid PAN in their name.
- (xiv) The caterer must have valid GST/TIN in their name.
- (xv) **Security Measures:** It shall be binding on the part of the caterer to abide itself by the security measures required by the Airline at all times and Security norms laid down by Bureau of Civil Aviation Security (BCAS).

3. **PRE-BID CONFERENCE:**

A Pre Bid conference will be held on the date and venue as mentioned in the “Summary of bidding information (item no 8)”. Any query in regard to the Tender will be discussed / clarified during the pre-bid conference. The Bidders are required to send the desired queries 10 days in advance to email id - sk.chaudhary@allianceair.in

The clarification/amendment, if any, will be posted on Alliance Air (www.allianceair.in) web site after the pre-bid conference.

4. **GUIDELINES FOR SUBMITTING TENDER DOCUMENTS:**

Sealed tender is to be submitted in a two-bid system (Techno-Commercial Bid and Price Bid separately in two envelopes) as per the following details:

4.1 **Envelope – 1 (Techno-Commercial Bid)**

- (i) **The Envelope-1 containing the Techno-commercial bid shall contain the following:**
 - (a) All the relevant documents/declarations mentioned in the eligibility criteria in Clause 2 of tender document i.e. Part-A- Instructions to Bidders.
 - (b) The Techno-Commercial Bid shall be submitted in a separate sealed envelope and not in the same envelope as the Price Bid.
 - (c) All relevant columns of Annexure—2 i.e. Bidders Profile & Technical Infrastructure to be filled and printed copy duly signed with official stamp on all pages along with all supporting documents to be provided. A Soft copy of the same also to be provided in a PEN DRIVE or USB (duly named/ marked with the name of the Bidder). In case of any ambiguity, and the details provided as in the hard copy will be considered final.
 - (d) The certificate by the bidders for the acceptance of all the terms and conditions of the tender on their official letter head duly stamped and signed by authorized signatory. (Refer Annexure-6).
 - (e) Authority letter for signing of bid as per clause 5 (vii) of Part-A- Instructions to Bidders. (Refer Annexure-7).
- (ii) The above documents mentioned at (a), (b), (c), (d) are to be submitted in an envelope, sealed & super scribed in bold – **“Techno-Commercial bid – Catering Tender Ref No. AAAL/DEL/2023/1399**. The Time & Date of Opening of the Tender should be mentioned on the **Envelope-1**.
- (iii) It is further clarified that no financial terms / quotes are to be mentioned in the Techno-Commercial bid except the desired information. In the event that any such terms /quotes are mentioned in the Techno-Commercial bid, the Bidders will be disqualified from the purposes of bidding for this Tender.
- (iv) Self-attested copies of all relevant documentary proof as required must be furnished along with techno-commercial bid. In case of non-submission of documentary proof, the bid is liable to be rejected.
- (v) AAAL reserves the right at its sole discretion to seek whatever additional information, documents etc. from the Bidders as it may consider necessary for the purpose of evaluation of their bids to find their suitability or otherwise for this tender. AAAL also reserves the right to visit the facility of the Bidders for a technical inspection.

4.2 Envelope – 2 (Price Bid)

- (i) The Price Bid shall be submitted in a separate sealed envelope and not in the same envelope as the Techno-Commercial bid.
- (ii) The format of the Price Bid is contained in Annexure-3. Hyderabad, Bengaluru and Delhi station Price Bid xls. The same has to be appropriately filled in by the bidders. Bidders are advised NOT to alter or delete the data and NOT to delete any columns/ rows in this Excel workbook. Hard copy of filled in excel file duly signed with official stamp on all pages to be submitted along with soft copies in two Pen Drive / USBs (One marked as Original and second marked as backup – both the Pen Drive / USBs duly signed with the name of the Bidder). In case of any ambiguity, the details provided as in the hard copy will be considered final.
- (iii) The price bid is to be submitted in a separate envelope, sealed & Super scribed in bold - **“Price Bid –Catering Tender No. AAAL/DEL/2023/1399.” “Price Bid NOT to be opened with Techno-Commercial Bid”** should also be mentioned on the envelope.

The Price Bid of only those Bidders who are found Techno-Commercially suitable in evaluation of the “Techno-Commercial Bid” will be opened. The time, date and venue of opening of price bid(s) will be intimated to only those Bidders who have qualified in “Techno-Commercial Bid”. The sealed price bids of the technically disqualified bidders will be returned to them after finalization of the Contract to be entered into with the successful bidders.

4.3 Envelope - 3 (Master Envelope)

- (i) Both the separately sealed envelopes (Envelope-1 and Envelope-2), containing the “Techno-Commercial Bid” and “Price Bid” respectively are to be further enclosed in a sealed Master envelope which should also be sealed/closed condition super scripting in bold **“Bid For Catering Tender No. AAAL/DEL/2023/1399** with the complete name and address of the Bidder and then be sent **either by Hand Delivery/ Post/ Courier** to reach latest by **1500 hrs IST on 21.09.2023** at the address mentioned below.

Alliance Air Aviation Limited,
 Material Management Department (MMD),
 Alliance Bhawan,
 IGI Airport,
 Domestic Terminal – 1,
 New Delhi-110037, India.

- (ii) It is hereby clarified that bids sent by fax, emails or any other mode other than that specified in the previous clause, will be liable to be rejected by AAAL.

5. OTHER INSTRUCTIONS FOR SUBMISSION

- (i) Bidders 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, terms and condition of assignment and specification, with full understanding of its implications.
- (ii) Bidders should be absolutely clear in their understanding with respect to the Bids invited by AAAL and any omission by way of misunderstanding on the part of the Bidder will not be entertained once the Price Bid is submitted.
- (iii) The Bids shall be sent at the sole risk of the Bidder/s and AAAL shall not be responsible for any loss or non-receipt of the bids. Bids received late, delivered at different address other

than as specified in the Tender or lost in transit will not be accepted irrespective of whether the delay has arisen on account of the delivery system i.e., Postal, courier or hand delivery or password protected scanned file through email

(iv) Bids shall be filled in English and all the erasures and alterations must be duly attested. Overwritten figures are not permitted. All correspondence and documentation related to the bid exchanged between the Bidder and AAAL shall be in the English language.

(v) The Contract to be executed with the Successful Bidder shall also be in English.

(vi) The Bidders shall submit the Techno-Commercial Bid and Price Bid in a hard spiral bound form, (hard bound implies binding between two covers through stitching or otherwise, whereby it may not be possible to replace any paper without disturbing the documents),

(vii) The Bidders should ensure that each page of the Bid is electronically numbered along with supporting documents, as an index of submissions, stamped and signed by the person authorized to sign the tender document /bid, by a power of attorney, and should affix the seal of the bidder on each page.

(viii) It is further clarified that any individual signing the Bid or other documents in connection with the Bid must certify whether he signs as the following:

- (a) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
- (b) A partner of the firm, if it is a partnership must have authority to sign the Bid and also 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.
- (c) Constituted attorney of the Company, if it is a Company.

(ix) The Bidder shall number, sign and stamp all the enclosures accompanying the bid.

5.1. Extensions of the deadline for submission of the bids will not be possible and the submission of the bids beyond the deadline will not be accepted. However, changes if any, in the deadline for submission of bids, will be at the sole discretion of AAAL. **Amendments or extension of the close / due date**, if any, to this tender will be hosted on the website of Alliance Air at www.allianceair.in under the link Tenders.

5.2. The Techno-Commercial Bids will be evaluated based on the eligibility criteria, other acceptance/declarations as asked for in clause 4.1 above, physical inspection of the catering establishments (if required by AAAL) and meeting the operational requirement of AAAL at the location. The Price Bids of only those Bidders whose Techno-Commercial Bid has qualified as per the terms and conditions mentioned herein will be considered for opening.

5.3. The Bidders found technically qualified will be given reasonable notice period of the opening date, venue, and timings of opening of the price bids. The Bidders/ authorized representatives willing to be present during the opening of the price bids may do so.

- 5.4. The financial and other terms and conditions of the Contract, as mentioned herein and those as discussed and agreed upon, between the Successful Bidders and AAAL shall come into effect from the date of commencement of Services by the Successful Bidders to the Airline.
- 5.5. The Bidders or their authorized representatives can be present during the opening of the Techno-Commercial and Price Bids. The authorized representative must carry an authorization letter as per specimen provided in **Annexure-07**.

6. **VOLUME OF BUSINESS:**

6.1 **Business allocation and schedule**

- (i) AAAL reserves the right to assess the capability of the successful bidder to the performance satisfaction and review the allocation accordingly.
- (ii) If any of the successful bidders is unable to perform & supply as per the requirement, AAAL reserves the right to take action under clause 25 of Part-B General Terms & Conditions. AAAL in addition, may take the services from other bidders who meet our requirements.

6.2 **Bidders are required to note the following:-**

- (i) The **schedule** given in **Annexure-1-** Hyderabad, Bengaluru and Delhi **2023-SKED** are a guideline and are subject to change as per AAAL operational requirement. AAAL may introduce / discontinue any new / existing station on the network. At present; AAAL operates flights with ATR /Dornier type of Aircraft. AAAL may introduce other type of Aircraft in its fleet in future.

7. **FRAUDULENT PRACTICES:**

- i. AAAL requires that Bidders observe the highest standard of ethics during the Bidding process and execution of contracts. AAAL shall:
- ii. Reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract.
- iii. Declare a Bidder ineligible and blacklist such Bidder, either indefinitely or for a stated period of time if it at any time, AAAL determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
- iv. Security deposit as the case may be, shall be forfeited, in addition to the above mentioned remedies which AAAL shall have.

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

- a. **“Corrupt practice”** means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b. **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the AAAL and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive AAAL of the benefits of free and open competition.

8. DEBARR OF BIDDER

If at any time during the bidding process and/or prior to or after the award of PO /LOI/ contract it comes to the knowledge of AAAL that the Bidder has been blacklisted at any time by any Government /Government agency / Financial Institutions in India in the past, AAAL will be entitled to take all or any of the following actions –

8.1 Upon award of the contract to the successful Bidder, AAAL will be entitled to encash /invoke the Security Deposit/Performance Bank Guarantee submitted by the Bidder and/or

8.2 Terminate the contract.

8.3 Such of the bidder will also not be eligible to participate in the immediate next tender or up-to 01 years whichever is earlier.

9. AMENDMENT OF TENDER

(i) At any time prior to the last date for submission of Bids, AAAL may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder or due to change in regulations / policies by the Govt. may modify this Tender with an amendment. Amendments are at the sole discretion of AAAL.

(ii) The amendments, if any, will be notified on Alliance Air website (i.e. www.allianceair.in) only and will be binding on the Bidders to comply with. No separate NIT (Notice Inviting Tender) would be published in Newspapers/print media. It is the Bidder's responsibility to visit the said website regularly for the aforesaid updates/extensions as applicable.

(iii) In case there is change in work scope / requirement / terms & conditions after release of the Tender but before its Due Date, the Bidders who have submitted their response shall have an option to re-submit their bids, if they choose to do so.

(iv) In order to afford reasonable time to the Bidders to take such amendments into account for preparation and submission of their Bids, AAAL may, at its sole discretion, extend the last date for the submission of Bids through a corrigendum on the website as mentioned above.

10. Release of Contract

The Contract will be finalized by Alliance Air Aviation Limited post award of the Tender.

PART –B GENERAL TERMS AND CONDITIONS**11. MICRO, SMALL AND ENTERPRISE (MSE)**

All facilitation as per existing Govt. of India policy will be provided by AAAL with regard to subject Tender.

12. SCOPE OF WORK – Details provided at Annexure-5.**13. DISQUALIFICATION**

Bidders may note that they are liable to be disqualified on following grounds:

- (i) If the Bidders have made any misleading or false statements in any of their submission.
And/ or
- (ii) If they have any record of poor performance during the last 1 (one) year, as on the date of application such as abandoning the work, rescinding of Contract of their clients for which the reasons are attributable to the non-performance of the Bidder or its constituents, inordinate delays in completion, consistent history of litigation / arbitration awarded against the Bidders or any of its constituents or financial failure due to bankruptcy etc.
- (iii) In case, if it is found at any stage, that the information provided by any Bidder is not true, the bid/Order/agreement shall be cancelled and appropriate damages shall be claimed from the bidder beside forfeiture of Security Deposit.
- (iv) In case there is change in work scope / requirement / terms & conditions after release of the Tender but before its Due Date, the Bidders who have submitted their response shall have an option to re-submit their bids, if they choose to do so.
- (v) 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.
- (v) Any Bid received after the deadline for submission of Bid.

14. CLARIFICATION OF BIDDING DOCUMENTS

Bidders who seek any clarification with regard to filling up the bids or any other reasonable query with regard to the Tender conditions may do so by sending their queries vide email to sk.chaudhary@allianceair.in up to 10 days prior to the closing date of the Tender and no queries will be entertained thereafter. A minimum of 3 business days must be given by the Bidders to AAAL, for responding to the said queries. Further, only those queries which AAAL deems reasonable and fit may receive a response.

15. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

- (i) A Bidder may withdraw, substitute or modify its bid after it has been submitted by sending a written notice, duly signed by authorized representative and shall include a copy of the authorization letter and shall be clearly marked for "Withdrawal", "Substitute" or "Modification". However, this should be received by AAAL prior to the deadline prescribed for submission of Tender as per clause 4.3 of Part - A Instructions to bidders. Bids received after the applicable deadline shall not be considered and shall be returned to the Bidder in unopened form, if requested by the Bidder. The latest Bid of the concerned Bidder received by AAAL prior to the deadline prescribed for submission of Tender as per clause 4.3 of Part - A Instructions to bidders, shall be considered to be final. No Bids may be withdrawn, substituted or modified after the deadline of submission of the Bid and expiration of the validity of Bids.

- (ii) In case of a modification, the Bidder shall not be allowed to retrieve their original Bid; instead they will be permitted to submit another Bid. The Bid must be sealed in the manner described in Clause 4 that is, sealed, properly identified, and it must also be linked to its original bid and marked as “TECHNO-COMMERCIAL BID – MODIFICATION” or “PRICE BID – MODIFICATION”.
- (iii) Bids requested to be withdrawn shall be returned unopened to the bidder under acknowledgment by the bidders authorized representative.

16. AAAL’S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS

- (i) AAAL reserves the right to accept or reject any / all Bid(s), and, to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted shall be returned to the Bidders on their request.
- (ii) Further, the Techno-Commercial Bid and Price Bid are liable to be rejected forthwith without evaluation on the following grounds:-
 - (a) Conditional bids (whereby the said condition(s) are not mutually agreed upon at the time of negotiations prior to award of the Contract) would not be accepted and are liable to be rejected and no liability shall be incurred by AAAL in the event of the aforesaid rejection.
 - (b) If the Bid (Techno-Commercial and / or Price) has been received after due date and time of the Tender.
 - (c) If only the Techno-Commercial Bid has been received and the Price Bid has not been received, and vice versa.
 - (d) If the Bid (Techno-Commercial and / or Price) has been received in any other mode other than the mode as specified in the Tender.
 - (e) If the Bid (Techno-Commercial and / or Price) has been received in a format other than as mentioned in the Tender or is incomplete and not fully filled.
 - (f) If the Bid (Techno-Commercial and / or Price) is incomplete.
 - (g) If the Bid (Techno-Commercial and / or Price) is conditional.
 - (h) Any reasons for rejection of bid as cited against in any clause anywhere else in this Tender.
 - (i) If the Bidder’s response is not received in SEALED/closed condition as mentioned herein and if the Bids are not deposited in the designated address as mentioned in the Tender.
 - (j) If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or submission of illegible copies or unexplained materials and/or Bids are not received as per the desired formats & bidding instructions provided herein.
 - (k) If the Bidder fails to provide any clarification sought by AAAL in response to its Bid.
 - (j) If the Bidder indulges in Corrupt or Fraudulent Practice.

17. SECURITY DEPOSIT.

- (i) Security Deposit will be Three per cent (3%) of the annual contract Value awarded to successful bidders.
- (ii) Successful bidder(s) will have to deposit Security Deposit amount with AAAL by means of RTGS/Demand Draft/Bankers Cheque from a Scheduled Bank drawn in favor of "Alliance Air Aviation limited(AAAL) within two weeks of issue of LOI for satisfactory performance of the contract. Alternatively, Bank Guarantee for an equivalent amount (BG) from a Scheduled Bank can be provided. The necessary format of BG is enclosed as Annexure –8. The validity of the Performance Bank Guarantee should be six months beyond the expiry of the contract.
- (iii) In case of extension of the Contract term, the Security Deposit /Bank Guarantee shall be validated accordingly as per the instructions of AAAL.
- (iv) The Security Deposit will not carry any interest and the expenses incurred towards submission of instrument of payment for security deposit will have to be borne by the Successful Bidder.
- (v) The Security Deposit shall be returned after 12 months after the completion (including extension period, if any)/ expiration/ termination of the Contract as determined by AAAL after adjusting for penalties, deductions, damages etc., if any, that may be imposed under the terms of the Contract. Security Deposit will be refunded only after successful completion of all contractual obligations (including extension period, if any) by the successful bidder.
- (vi) AAAL shall be entitled to forfeit the Security Deposit in the event of delay in start of Services / non-performance on award of the Contract. Notwithstanding anything mentioned to the contrary in this Tender or the Contract, upon any default or breach of obligations by the Successful Bidder under the Contract, AAAL may at its sole discretion forfeit the Security Deposit, without prejudice to any other rights of AAAL under this Tender or the Contract. In the event the Security Deposit is forfeited by AAAL, the Successful Bidder shall replenish the Security Deposit to its original value within seven (7) working days from such forfeiture, failing which the same shall be deemed to be a material breach by the Successful Bidder and entitle AAAL to terminate the Contract."

18. FILLING OF PRICE BID

- (i) The attached **Annexure-3** for Hyderabad, Bengaluru and Delhi **Price Bid -2023** is attached in word document as per the list below.
 - (a) Menu Items.
 - (b) Ancillaries/ Provisional items.
 - (c) Handling & Catering Van Charges.
- (ii) **Bidders are advised NOT to alter or delete the data and NOT to delete any columns/ rows in this sheet.**
- (iii) Bidders are required to quote **for all items** listed in the word sheets (Menu items, Ancillaries and Handling & Catering Van (Transportation) Charges). As the prices submitted in the price column would be used to compute the bids, **please use only numerical values in this column.** The prices submitted must be in Indian Rupees.
- (iv) The menu items have been categorised in the Worksheet titled "Menu Items", that means similar items have been grouped together under one category. Bidders are

advised to submit their quotes for items category-wise in the “Menu Items” worksheet.

- (v) The Bidders should specify the applicable taxes/levies, if any in details. In the absence of information on applicable taxes/levies, it will be presumed that the quotation is inclusive of applicable taxes/levies. This information should be on the Bidder/s letterhead and must be submitted along with the Price Bid as it forms the part of financial evaluation.
- (vi) Reimbursement of taxes, if any, will be made only on the basis of proof of payment. In case of levies / taxes which is specific to a Bidder and not applicable to the other Bidders, Alliance Air will be reimbursing the levies / taxes only to the extent of the lower applicable rate and the difference, if any, would need to be absorbed / borne by the Successful Bidder.
- (vii) No increase in taxes & levies will be accepted after the award of contract except when there is change in the prevailing laws and is applicable to all the Bidders. This would also need to be substantiated by documentary evidence. Benefits, if any, due to decrease in the taxes & levies, will need to be passed on to AAAL.
- (viii) Bidders are advised to submit their best quotes in the price bids. However, Alliance Air Aviation Limited reserves the right to carry out negotiations with the successful L-1 Bidder as per its operational requirement.
- (ix) The validity of the quoted rates will be 365 days from the opening of Techno-Commercial Bid.
- (x) If any item required to be uplifted is not included in Price Bid, the rate thereof shall be decided by mutual Agreement (in writing) between the Successful Bidder and the authorized representative of AAAL prior to the item being supplied.
- (xi) In case any item(s) are bought /procured that are being outsourced, percentage of mark up shall be paid by AAAL. All the bought out / procured items will be billed to AAAL with a mark up of up to 10% over and above the procurement price of the items. The procurement price of bought out /procured items should not exceeding MRP of the items.

19. PRICE VALIDITY:

The Prices finalized and agreed by AAAL and the Successful Bidders shall be applicable for the entire Contract Period –03 years including the extended period (if any) from the commencement of services of the Contract.

20. QUANTITY VARIATION CLAUSE:

AAAL reserves the right to increase/decrease quantity of materials contracted for supply on discretion of AAAL authorities on same rates, terms and conditions.

21. EVALUATION PROCEDURE

The Annexure 3– Price Bid contains items tabulated in the following worksheets:

- a. Menu items (to be evaluated).
- b. Handling Charges & Transportation Charges (to be evaluated).
- c. Ancillaries’ /Provision Items (for Reference only).

The worksheet contains sample menu along with the required weights/ quantity of each item. The bidders are required to quote for all items listed in the worksheets (Menu items, Ancillaries, Handling & Transportation Charges). The prices submitted in the ‘Price’ column would be used for computing the Price Bids. Conditional discounts will not be entertained/considered for evaluation.

The Financial Bid Will Be Evaluated Based On The Following Parameters:

- (1) Menu item rates- Sum Average of the total items as per price bid.
- (2) Handling Charges and Catering Van Charges as per the worksheet.

****** L-1 Criteria ******

- a. The L-1 will be arrived on the basis of the lower sum total rates in Price Menu sheet, Catering Van & Handling Charges.
- b. Bought out Items / Ancillaries items is for referral purpose only and will not be considered for L-1 Determination. However, Mark-up percentage for Bought out Items / Ancillaries is specified at 5%.
- c. Non –refrigerated van (Transportation Charges) to be considered for L-1 evaluation.

22. STOCK ITEMS

At any given time at least 02 week stock of Consumable / Non- consumable items, as required by AAAL, will be stored correctly and hygienically with the Successful Bidder at all stations.

Note: No separate storage rental charges and handling charges will be given for dry-store items storage and handling of the items at the Station.

For the detailed list of Consumable / Non- consumable items that will be positioned with the Successful Bidder, please refer **Annexure-3. (Dry Store Items)** Hyderabad, Bengaluru and Delhi 2023 **Stock Items**. Any items which are not available at caterer premises and requires to be brought out from the local market for catering operations, it will be billed as cost price of the item up to 10% of the mark up price. However the stock position to be maintained with the Successful Bidder may varies as per the number of flights.

23. SECURITY REQUIREMENTS:

Refer Annexure-9 –Hyderabad, Bengaluru and Delhi Security Requirements.

24. SUB-CONTRACTING

The service provider shall not sub-let the contract awarded to them.

25. PENALTIES:

Timely service as per Annexure-1, provided in this Tender shall be the essence of the Contract. In case of the delays as listed here in below on the part of the Successful Bidder, the applicable penalty clause/s listed below shall be invoked.

- (i) If the Successful Bidder incurs a delay in delivering the meals and/or loading the Aircraft with the said items as per the time limits stipulated in the work scope, which causes delay to the operation/take-off of the flight/s with regard to the departure timing, AAAL reserves the right to impose penalty for such delay as follows:
 - (a) Delay in the departure of flights up to fifteen (15) minutes solely due to the Successful Bidder/its personnel will entail deduction of the entire handling charges for the flight.
 - (b) Delay in the departure of flights beyond fifteen (15) minutes solely due to the Successful Bidder/its personnel will entail deduction of seventy five percent (75%)

of the total catering bill raised by the Successful Bidder of the affected flight. Further, the Successful Bidder shall be liable for all losses, claims and damages as AAAL may incur on account of delay of such flights, including any third party claims.

- (ii) If any item, forming part of the menu being uplifted, is found to be below AAAL's standard/quality or less in quantity/weight, AAAL reserves the right to deduct the payment for the entire quantity of such items supplied on that flight and deduction of 50% (fifty percent) of the handling charges of the affected flight.
- (iii) Substitution of meal service items and/or failure to uplift/provide any meal service items that as per the terms and conditions of the Contract should have been catered by the Successful Bidder would attract the following penalty:
- (iv) Failure to uplift/provide the aforesaid items –no payment for the said item shall be made by AAAL and 25% (twenty-five percent) of deduction shall be made from the total bill of the affected flight.
- (v) In case of substitution of any item – the payment for the less rated item shall be made and deduction of 50% (fifty percent) of the handling charges of the affected flight.
- (vi) In case of any complaints received from the passengers of the flights or from crew of the flight regarding poor quality/ less quantity of meals than specified, no payment will be made for the entire uplift of subject item/meal of the affected flight after proper investigation of the incident.
- (vii) In case of any complaints received from the passengers of the flights or from crew of the flight regarding any foreign bodies/contaminated items, found in any meal or component of a meal, no payment will be made for the entire uplift of subject item/meal of the affected flight and deduction of the handling charges of the affected flight.
- (viii) In the event of any of the food component uplifted is found to be stale i.e., it has gone rancid or has fungus or emits foul smell etc., AAAL shall deduct the payment for the entire quantity of such items/s supplied on the flight and the handling charges thereof of the affected flight. If entire meals uplifted on a flight are found to be stale i.e., it has gone rancid or has fungus or emits foul smell etc. and passengers could not partake the same, then entire catering bill of the affected flight will be deducted and his performance will be noted for future.
- (ix) Item(s) uplifted/provided beyond expiry date by the Successful Bidder will attract a deduction of the entire uplift of such item/s and the entire handling charge of the affected flight.
- (x) Non-upliftment of special meal/s, special diet/s etc. ordered by AAAL will entail a deduction of fifty percent (50%) of the entire handling charges and no payment for the special meal/s, special diet/s etc., will be made.
- (xi) In case it is observed that AAAL's equipment is being misused / mishandled, the total cost of equipment or the current market rate, whichever is higher, will be debited to the Successful Bidder.
- (xii) In case of the breakage due to mishandling of equipment of AAAL attributable to the negligence of the Successful Bidder/its personnel, 2 times the total cost or the current market rate, whichever is higher will be deducted. In this regard, the decision of AAAL will be final.

- (xiii) Dirty/ unclean/ unserviceable equipment uplifted by the Successful Bidder will entail a deduction of Fifty percent (50%) of the handling charges of the affected flight.
- (xiv) Improper handing over of galley equipment/ meals to AAAL crew members would entail a deduction of fifty percent (50%) of the handling charges of the affected flight.
- (xv) In the event of non-offloading the food/meal/equipment/items etc. within 15 minutes from the arrival of the aircraft, AAAL will deduct 25% (twenty five percent) of the handling charge of the affected flight. In case of non offloading the food/meal / equipment / items etc beyond 15 to 30 minutes, 50% (fifty percent) of handling charges will be deducted. In case aforesaid items are not offloaded beyond 30 minutes, then entire handling charges for the affected flight would be deducted.
- (xvi) Accumulation of dirty/unclean equipment by the Successful Bidder will entail a deduction of 50% (fifty percent) of the handling charges for the affected flight.
- (xvii) In case of any damages/claims arising out of any catering related item of the affected flight. Successful bidder shall bear all the cost including litigation fees, advocate fee and claims etc.

26. PAYMENT TO SUCCESSFUL BIDDER & INVOICE

AAAL shall be liable to pay for the Services ordered by AAAL Land duly provided to AAAL and its flights in accordance with the Contract. AAAL shall pay the Successful Bidder for its Services, charges as hereinafter enumerated, subject to the following compliances by them:

- (i) The successful bidders shall submit the invoices in Indian Rupees applicable at the Station mentioned in the Tender, raised in the name of Alliance Air Aviation Limited on a fortnightly basis, to the Station Manager /Deputed Catering Personnel at the station duly certified, along with delivery challans duly signed by the onboard flight crew. The personnel of the successful bidder loading the meals on the aircraft shall be responsible to get the delivery challan signed from the onboard crew. The invoices shall be processed for payment only if it is supported with all the required documents and checked and duly certified by the competent authority.
- (ii) The concerned Station Manager/ Catering personnel shall certify the invoice as correct along with the statement for recovery of penalties if any during the preceding period as per clause 25 and thereafter forward it to AAAL's Catering Department for final certification who shall further forward it to Finance department for payment. Only such acknowledgement by the said Station Manager/ Catering personnel shall constitute valid receipt of the invoice by AAAL.
- (iii) Rates for meals and other food supplies will be as per the agreed rates, which will be made part of the Contract. It is hereby clarified that agreed rates, refer to the rates as mutually agreed upon and documented in writing between AAAL and the Successful bidder.
- (iv) Settlement of the bills will be as per the total number of passenger meals (if any) / Crew Meals and additional items (if any) provided as per the airline requirements.
- (v) The caterer is required to retrieve/collect any unused dry stores items from arrival/terminating flights and maintain the account of the same without any charge.
- (vi) In the event of any discrepancies regarding invoices, the Airline reserves the right to defer the payment for the disputed amount until the same is resolved. Regularization will be carried out via-debit/credit notes.
- (vii) AAAL shall settle the bills (for all satisfactorily completed Services) of the successful bidder within 60 **(Sixty) days** from the date of receipt of invoice.

- (viii) In respect of any disputed amount of an invoice, the amount that is not disputed of such invoice shall be paid by AAAL while the amount under dispute will be retained by AAAL. In the event the amount under dispute becomes payable, the time for payment (60 days from receipt of invoice) shall commence from the date on which the dispute has been resolved.
- (ix) The Successful Bidder shall undertake and provide such other functions, services, etc. (not included in the foregoing clauses) as are customarily allied to catering/cabin services and as may be called upon to do so by AAAL from time to time on mutually agreed rates between the caterer and AAAL.
- (x) Any discrepancies in the approved rates noticed during the contract period shall be sorted out mutually based on the criteria of equivalent/lower rate and grammage of similar items on prorata basis.
- (xi) **No advance payment shall be made by AAAL.**

27. AWARD OF CONTRACT

- (i) The award of Contract shall be subject to fulfilment of the eligibility criteria as mentioned in this Tender, being technically qualified, most competitive and all other conditions as stipulated herein. Further the Successful Bidder shall be required to fulfil the following: -
- (ii) The Successful Bidder has to convey their acceptance during the meeting between the Successful Bidders and AAAL. The agenda of the meeting shall be to discuss and formulate the catering services of the station as per the AAAL's requirements.
- (iii) The Successful Bidder has to commence the Services from the date as mentioned in the Contract.

28. RECOVERY OF SUM/S DUE

- (i) AAAL reserves the right to recover from the Security Deposit of the Successful Bidder, any loss or damage caused to plant / equipment / machinery / building or any other property of AAAL by negligence or due to any other reason of Successful Bidder's employee / equipment / machinery, whatsoever.
- (ii) AAAL reserves the right to deduct/set-off from the Security Deposit of the Successful Bidder, any loss/damages/claims incurring to AAAL on account of loss/damage caused to the property (movable/immovable) and/or life of a third party, including death of any such third party.
- (iii) In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be, shall be deducted from any sum then due to the Successful Bidder under this contract or any other contract with AAAL. Should this amount be insufficient to cover the full amount recoverable, the Successful Bidder shall, on the demand of AAAL, pay any balance amount due to AAAL within thirty (30) days of said demand.
- (iv) If any amount due to AAAL is so set off against the said security deposit that the successful bidder shall have to make good the same amount so set off to bring the security deposit to the original value immediately but not later than ten (10) working days.

29. MEAL REQUIREMENT (Crew & Passengers):

- (i) The successful bidder will be required to carry crew meals (05 nos) and Passenger meals (as per the requirement from time to time) as below:

<u>Type of Aircraft</u>	<u>No. of Crew Meals</u>	<u>Passenger Meals</u>
ATR-72/42	05 nos.	As per the requirement

- (ii) Payment for meals will be made through proper challan being signed up by the operating crew.
- (iii) In the event that meals are not provided by the Successful Bidders, within the stipulated period of time, damages shall be levied on the Successful Bidders for the same as per the applicable penal clause.
- (iv) Any unused / unutilized meal from any flight shall not be reused / reloaded for any other flight.

30. MEAL ORDER CANCELLATION PROVISION:

- (i) AAAL shall be entitled to cancel meal orders 4 (four) hours before the departure of its flight/ Aircraft without incurring liability for payment or any other liability to the Successful Bidder.
- (ii) When such cancellation of meal/orders takes place by AAAL between 2 (two) and 4 (four) hours before the stipulated time of departure of the concerned flight/Aircraft, AAAL will be liable to pay fifty percent (50%) of the perishable food items only.
- (iii) In case of cancellation within 2 hours of the stipulated time of departure of concerned Flight/Aircraft, AAAL will be liable to pay One Hundred percent (100%) cost of the perishable items only.

31. SUCCESSFUL BIDDER'S RESPONSIBILITIES:

- (i) The Successful Bidder shall be solely and wholly responsible to provide Services as mentioned herein and the Annexure attached herewith, during the term of Contract, without offering any excuse, on religious or other grounds such as shortage or failure of power, shortage of water, state of industrial relations in the establishment, etc. The Successful Bidder shall fulfill its obligations as mentioned herein, to the entire satisfaction of AAAL, with particular emphasis on, timely departure of the flights of AAAL, but without compromising on the quality of the Services/food items or any other item required to be provided under the Tender and Contract.
- (ii) In the event that AAAL has to undertake alternate arrangements due to dissatisfaction with the supplies/ Services provided by the Successful Bidder or for any reason as attributable to the Successful Bidder, the entire cost of such supplies and services obtained for the flights by AAAL shall be fully reimbursed to AAAL together with a service charge of 25% by the successful bidder. Further the Successful Bidder shall be liable for any/all damages, risk, loss etc. that AAAL may incur on account of such default of the Successful Bidder.
- (iii) The Successful Bidder shall be responsible for full compliance with the provisions of the applicable laws relating to preparations, service, sale and upliftment of food items and also to comply with requirements of health and municipal authorities and shall keep AAAL indemnified for any breach by the Successful Bidder of any such laws or regulations.

- (iv) In case of frozen food items (either these are to be supplied by the Successful Bidder or being positioned by AAAL) the Successful Bidder shall be responsible for proper storage and uplift of the said items and the same shall be checked by the Successful Bidder before supplying on flights. It is hereby clarified that the term positioned by AAAL means the frozen food items being delivered/handed over by AAAL, or the authorized personnel of AAAL on behalf of AAAL to the Successful Bidder.
- (v) The Caterer shall be responsible for submitting all the relevant documents to the Airline by the stipulated time without undue delay with regard to the aforesaid responsibilities.

32. WARRANTIES TO BE GIVEN BY THE SUCCESSFUL BIDDER IN THE CONTRACT

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

- (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 this Agreement and the performance of the obligations there under.
- (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, and 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. Further, the Successful Bidder shall not employ personnel whose antecedents have been doubtful by any public/government authorities at any point of time.
- (vi) The Successful Bidder will be solely responsible for the supervision and control of its employees engaged for its obligation under this agreement. Further, as all persons employed for providing the aforesaid services are to be the employees of the Successful Bidder. Accordingly, the Successful Bidder will be solely responsible for the salaries, remuneration, compensation etc. of its personnel and all employees benefit under the law or otherwise of its employees and payment of workmen's compensation, disability and other similar benefits, unemployment and other similar insurance and for the withholding of other taxes and social security and AAAL will not be liable for the same for whatsoever reasons.
- (vii) The Successful Bidder to ensure that neither the Successful Bidder nor any of its officers, employees will claim any privileges and concessions from AAAL. Employees of the Successful Bidder will not claim to have any rights to be considered as employees of AAAL. For this purpose, the Successful Bidder will furnish to AAAL an express undertaking on behalf of each of its employees, officers, present or future entrusted or to be entrusted with the work to be done under this Contract that they shall not claim any such rights or privileges.

- (viii) In the event of failure on the part of the Successful Bidder for non-compliance of Labour Laws(Central/State) Minimum Wages Act, 1948, Payment of Wages Act, 1936, Contract Labour (R & A) Act, 1970, Workmen Compensation Act 1923, ESI Act, 1948, Employees' Provident Funds and (Miscellaneous Provisions) Act 1952, and other Allied Acts, as may be applicable. The Successful Bidder agrees to indemnify AAAL for the contingent liabilities arising out of the same towards the arrears of payment of Fines/Levies/Penalties etc., as the case may be, from various Statutory Authorities during the period of the Contract and also after the expiry of the Contract for the relevant period, if any.
- (ix) It shall compensate AAAL for any damage or loss caused to the premises/equipment/property of AAAL or any third party on account of negligent act/performance on the part of its personnel.
- (x) It shall perform all its obligations under the Contract with due care and diligence and in a skillful and business-like manner.
- (xi) It shall comply with all such directions issued by AAAL from time to time.
- (xii) 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 or its ability to perform its obligations under the Agreement.
- (xiii) The Successful Bidder 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 on its ability to perform its obligations under the Agreement.
- (xiv) There are no actions, suits, proceedings, or investigation pending or, to the knowledge of the Successful Bidder, 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 this Contractor which individually or in the aggregate may result in any material impairment or its ability to perform its obligations under this Contract.
- (xv) The Successful Bidder is and shall be able to pay its debts as it falls 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 has not 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.
- (xvi) It is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to it.
- (xvii) All taxes due and payable by it have been paid, and all tax returns and reports required to be filed by it have been correctly filed and on time before the Competent Authority. There are no claims now pending or matter under dispute with any taxing authority in respect of any tax against the Successful Bidder.
- (xviii) The Successful Bidder shall be responsible for the payment of all and any taxes including income tax / GST and all similar taxes and levies in respect of its fees, duties, fines, penalties, etc., by whatever name called as may become due and payable under any laws, rules and/ or regulations as may be prevalent and as amended from time to time in relation to the services rendered under the Contract.

- (xix) The Successful Bidder shall obtain the necessary permissions, licenses and certifications from the concerned authorities such as FSSAI, HACCP or similar etc. 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 Agreement. In the event that it omits or failures 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.
- (xx) It shall obtain the requisite approvals/ permissions/ passes etc from the concerned Airport Authorities, and any/all other applicable authorities, before commencement of the Services at its own cost.
- (xxi) It shall be liable for compliance and shall be solely responsible for all the safety and security regulations of AAAL, the Airport Authorities, or any other regulatory body/agency associated therein. Any violation of security regulations as applicable at the airport as mentioned herein and indulging in illegal activities including but not limited to smuggling / theft by Successful Bidder/ personnel shall be at the cost/risk of the Successful Bidder and the Successful Bidder shall be liable for all the legal consequences thereof and shall keep AAAL indemnified for any claims, losses or damages arising in this behalf. Further, in such case AAAL shall be entitled to terminate the Agreement, without incurring any liability thereof.
- (xxii) In case of any change in meal policy / successful bidder will have to accept & adhere to the revised guidelines.

33. INSPECTION BY AUTHORISED PERSONNEL OF AAAL

- (i) The Successful Bidder shall permit AAAL's authorized personnel and/or representative/Technical Inspection Committee/Quality Management/Catering Personnel/ Flight Safety/ Security team from time to time to inspect the premises or the raw materials or food or the items prepared to ensure that the Successful Bidder meets the required regulatory/quality/quantity/safety and technical requirement of AAAL. These inspections shall also cover maintenance of hygienic conditions and enforcement of security measures laid down by the Bureau of Civil Aviation Security of India (BCAS), from time to time.
- (ii) The Successful Bidder shall permit AAAL's authorized personnel or representative from time to time to inspect their premises where the raw materials/food items required under the Contract and as stipulated by this Tender are being stored and being cooked/prepared, respectively, the raw materials/food items of the Successful Bidder, as required under the Contract.
- (iii) In the event any discrepancy is noticed by AAAL or its authorized personnel or representative, in the storage of the aforesaid items or with regard to quality, quantity or any other deficiency, AAAL, or its authorized personnel or representative, shall bring the same to the notice of the Successful Bidder and the Successful Bidder shall rectify the same, immediately or within a period of 7 (seven) days from the same being brought to its notice, in accordance with the terms of the Contract and Tender, at no extra cost to AAAL.

34. TERMINATION OF AGREEMENT:

- (i) The Successful Bidder shall be required to comply with the terms & conditions of this Tender and the subsequent Contract. In the event of any breach and/or failure on the part of the Successful Bidder to comply with the said terms & conditions of the Tender and Contract, the same will be termed as a breach of Contract and AAAL reserves the right to terminate the Contract forthwith.

- (ii) AAAL also reserves the right to terminate / suspend the Contract within the contractual period for the reason of repeated deficient/ unsatisfactory service and no liability shall be incurred by AAAL in the event of the aforesaid termination / suspension.
- (iii) AAAL may at any time terminate the Contract with immediate effect by giving written notice to the Successful Bidder, if the Successful Bidder, being a company, if bankruptcy or liquidation proceedings are commenced or likely to be commenced against or if it enters into or is likely to enter into any arrangement or compromise for the benefit of its creditors generally or if a liquidator or receiver is appointed for its assets. Provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to AAAL.
- (iv) The whole Agreement or any part thereof can be terminated by AAAL with thirty days (30 days) advance written notice to the successful bidder and with Three (3) months advance written notice by the Successful Bidder to AAAL, without assigning any reason.
- (v) Unless both the Successful Bidder and AAAL have mutually agreed for an extension of the Contract in writing, the Contract will automatically terminate on its expiry date and no notice will be required.
- (vi) Upon termination of the Contract for any reason, the Successful Bidder shall return all property of AAAL to AAAL, within seven (7) days from the date of termination, in the same condition 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.
- (vii) In case AAAL suspends its flight/s to the stations as mentioned in the Schedule in Annexure-1, for any reasons whatsoever, including any order of the concerned aviation authorities/applicable Governments laws, then the Contract or any part of it thereof will terminate without any consequential liability to AAAL.
- (viii) In case the Successful Bidder discontinues its Services, without giving the required written notice as contemplated herein, AAAL has the right to obtain the service from a third party at the cost and risk of the Successful Bidder and impose such penalty as it deems fit. It is hereby clarified that the cost being referred to in this sub-clause, is the cost as paid by AAAL to such third party, for the Services obtained.
- (ix) AAAL and/or the Successful Bidder may also terminate the Contract in case of an event of Force Majeure as specified under clause 39 below.
- (x) AAAL may terminate the Contract if it comes to the knowledge of AAAL that, the Successful Bidder has obtained the Contract vide non-bonafide methods of competitive bidding.

35. INSURANCE / LIABILITY:

- (i) For the purposes of the Contract, and to cover all/any claims arising under the Contract, the Successful Bidder shall maintain an adequate comprehensive insurance coverage with a reputed insurance company to be maintained for the entire period of the Contract, also any additional period as AAAL may require. The said insurance policy shall necessarily cover all risk and losses with regard to damage to the Aircraft, war, terrorism, loss of limb/ life, standard perils, force majeure events and all other applicable risks.

- (ii) A copy of the valid insurance coverage being maintained by the Successful Bidder shall be submitted to AAAL along with Security Deposit and will form part of the Contract. It shall be the responsibility of the Successful Bidder to update/renew the validity of the insurance coverage. The Successful Bidder shall, at the request of AAAL within 7 days from such request, provide a copy of the respective Insurance certificates (and if applicable a certificate of reinsurance) and also a copy of the renewed certificates are to be provided to AAAL.
- (iii) The Successful Bidder shall obtain adequate workmen's compensation insurance, with regard to its personnel. All claims arising in this behalf by such personnel shall be sole responsibility of the Successful Bidder. AAAL shall absolve of all its liability in this regard.

36. INDEMNIFICATION

- (i) The Successful Bidder(s) shall indemnify defend and hold harmless AAAL and their officers, employees, representatives, sub-contractors and agents, against all claims, damages, losses including costs (including counsel fees and legal cost) arising due to the negligence, misconduct, fraud or breach of obligations on part of Successful Bidder(s) and/or its employees.
- (ii) For the avoidance of any doubt it is hereby clarified that the Successful Bidder(s) shall be solely liable for accidents, injuries, death and/or damages caused to any individual/s and/or property of AAAL/ and or Aircraft of AAAL /or any third party, due to its negligence, wilful misconduct, breach of any provisions of the Contract and Tender including that of its employees, or the sub-contractor during performance of their duties under the Agreement and shall indemnify AAAL and/or its employees, from costs or liabilities, arising there from (including counsel fees and legal cost).
- (iii) Further, the Successful Bidder shall indemnify defend and hold harmless AAAL, and their officers, employees, representatives, and agents against all losses, damages, liabilities, expenses (including reasonable legal fees), claims and causes of action caused by or related to (i) a failure to perform the Services contemplated herein and the Contract and/or (ii) improper disclosure of confidential information.
- (iv) In the event, AAAL pays or is made responsible to pay the compensation for / towards non-compliance of statutory and labour provisions / any other reason, the Successful Bidder shall indemnify and keep indemnified AAAL for any claims, action, damage, liability and harm of every description which may arise whether directly or indirectly in consequence to such non-compliance and reimburse to AAAL the full amount paid by AAAL in this regard.
- (v) In case of injury, loss or death of AAAL personnel due to any act or deed of Successful Bidder's employee or due to an accident, the Successful Bidder shall arrange to pay AAAL's employee/s or AAAL employee's legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the Successful Bidder. The legal costs and all other costs associated with such injury, loss and/or death shall also be borne and paid by the Successful Bidder.
- (vi) The Successful Bidder shall indemnify AAAL (including reasonable legal and consequential expenses also attorney fees) for any loss or damage to AAAL's properties or equipment held in the Successful Bidder's custody or AAAL's aircraft or death / injury to passenger/s or AAAL's crew by Successful Bidder's personnel/ equipment / or airline's equipment in the Successful Bidder's custody due to the negligence on the part of the Successful Bidder.

- (vii) The Successful Bidder shall be responsible and shall indemnify the claims by passenger/s or crew (including legal expenses) for death, injury, illness or food poisoning, bad publicity to AAAL due to quality/quantity of food caused by negligence on the part of the Successful Bidder or any of Successful Bidder's employees.
- (viii) The Successful Bidder shall indemnify AAAL against any events as referred to in this tender document. The provisions of this Article shall survive the termination or expiration of the term of the Contract.
- (ix) In case of any damages/claims arising out of any catering related item of the affected flight. Successful bidder shall bear all the cost including litigation fees, advocate fee and claims etc.
- (x) In case of any damage to the Aircraft /or part thereof successful bidder will be liable to indemnify the entire loss pertaining to the damage value.

37. CONFIDENTIALITY

- (i) The Successful Bidder will ensure that its employees and agents including sub-contractors will keep confidential all data and other information supplied to it by AAAL or otherwise obtained by it under the Contract (including the terms of the Contract) and will not disclose or sell or otherwise make that information available to any third parties, or will not use such data for any purposes other than those specified under this Contract except if such information is in the public domain or to the extent that such disclosure is required by law,
- (ii) It is clarified between the parties that the Successful Bidder should not disclose the confidential information of AAAL to its competitors. The Successful Bidder will restrict all confidential information to employees on a "need to know" basis. This obligation shall survive the expiry or termination of this Contractor 12 (twelve) months as of the termination date or the expiry date of this Contract.
- (iii) For the purpose of this Contract, "Confidential information" means information that is designated as 'confidential' or which by its nature is clearly confidential. Confidential information includes (without limitation) any information concerning the technology, technical processes, business processes, procedures, personal data, business affairs, financial affairs and finance of AAAL.
- (iv) The Successful Bidder agrees that any Confidential Information received by it from AAAL shall be
 - (a) protected and kept in strict confidence, using the same degree of care and safeguards as it uses to protect its own confidential information of like importance, but in any case no less than a reasonable degree of care,
 - (b) Not to use the Confidential Information for any purpose other than to carry out its respective obligations contemplated under the Tender and Contract.
- (v) On termination of this Agreement (however such termination may arise) the Successful Bidder shall deliver, to AAAL all/any confidential information whether in the form of working papers or otherwise, any other material information and copies provided or prepared by it pursuant to the Contract.

38. INTELLECTUAL PROPERTY

- (i) The Successful Bidder warrants that in providing the Services under the Agreement, it shall not infringe the copyright design, right patent or any other intellectual property right of AAAL and/or any third party and indemnifies AAAL against any losses, damages, claims made against it arising from any such infringement of any intellectual property.
- (ii) The copyright, trademarks and any other intellectual property right in any materials produced in the course of or in consequence of providing 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 its or third parties intellectual property rights.
- (iv) The Successful Bidder fully covenants to AAAL that it will not infringe any intellectual property right including patent, trade mark or copyright of any third party for performance of obligations under the Agreement and the Successful Bidder shall indemnify and hold AAAL, its servants and agents free and harmless from any prejudice, damages and expenses, including legal expenses incurred as a result of claims or legal proceedings brought against AAAL, its servants or agents in connection with the foregoing.
- (v) If any legal proceeding is instituted for an alleged infringement of intellectual property rights, AAAL reserves the right to terminate immediately the Contract with the Successful Bidder and claim damages to that effect.

39. **FORCE MAJEURE:**

- (i) Neither the Successful Bidder nor AAAL shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of an event of Force Majeure.

 "Force Majeure" is hereby defined as extraordinary events or circumstance any cause which is beyond the reasonable control of Successful Bidder (including its subcontractors for the Services/ part thereof delegated to it with prior written approval of Alliance Air) or Alliance Air as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen including the following events: war, hostilities; riot, strike or disorder; act of God, fire, frost, earthquake, flood, droughts, storm, lightning; epidemic, pandemic, quarantine restrictions; embargoes, explosion, accidents by fire (each, a "Force Majeure" event).
- (ii) In such case the affected party shall give immediate notice in writing (in any case not later than 5 days) of information about the occurrence of such an event becoming known to such Party and shall thereafter keep the other Party informed of the continuation or termination of such event as soon as possible. The deliveries under the contract shall be resumed as soon as practicable after such event come to an end or ceased to exist.
- (iii) Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall use its best reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force Majeure and shall reasonably allocate its available resources, giving priority to its obligations under this Agreement.
- (iv) Neither Party shall by reason of such event will claim for damages against the other in respect of such non-performance or delay in performance and deliveries.
- (v) In the event of Force Majeure lasting for more than 30 (thirty) days, either Party may after mutual consultation with the each other, terminate the Contract.

- (vi) For the avoidance of any doubt it is clarified that due to an event of Force Majeure, the obligations of AAAL for making timely payments shall be excused.

40. DISPUTE RESOLUTION AND ARBITRATION:

- (i) Any dispute or differences whatsoever arising between the Parties, in respect of the construction, interpretation, application, meaning, scope, operation or effect of any terms of the Tender/Contract or the validity or breach thereof, shall first be settled by mutual consultation/discussion between the Senior Executives of the parties
- (xi) If the dispute remains unresolved after a period of 30 (thirty) days from the date when the mutual consultation has started, then the unresolved dispute/differences shall be settled by Arbitration in accordance with Indian 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, as amended from time to time.

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 cost of Arbitration proceedings.

- (xii) The seat and venue of Arbitration shall be New Delhi, India and the proceedings shall be conducted in the English Language.
- (xiii) During the arbitration, the parties shall continue to fulfill their respective obligations under the agreement except for such obligation which is the subject matter of Arbitration.
- (xiv) The arbitral award made in pursuance thereof shall be final and binding on the parties.

41. JURISDICTION AND GOVERNING LAW :

The construction, interpretation, validity and the performance of this Tender and / or contract shall be governed in accordance with the laws of India. Any dispute whatsoever, arising out of /or in connection with the Tender and / or contract shall be subject to the jurisdiction of courts of New Delhi only subject to aforementioned clause 36.

42. NON-WAIVER:

- (i) Failure of AAAL to insist upon any of the terms & conditions incorporated in the Contract and Tender, or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify the bidder in the event of breach, or the acceptance of or payment of any Services here under shall not release the 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.
- (ii) Any waiver to be effective must be in writing.
- (iii) Any lone incident of waiver of any condition of this agreement by AAAL shall not be considered as a continuous waiver or waiver for other condition by AAAL.

43. ACKNOWLEDGEMENT RECEIPT OF TENDER DOCUMENT: -

Please acknowledge receipt of this tender, confirm your participation after downloading the document to following Email: sk.chaudhary@allianceair.in

44. CONTRACT SURVIVABILITY:

In the event the Successful Bidder is acquired by, or merges with another company by operation of law, the terms and conditions of the Contract resulting from this Tender shall remain in full force and effect with the acquiring company. AAAL shall however have the discretion and option to terminate the Contract in such an event immediately.

Thanking You,

Yours faithfully,

For and on behalf of Alliance Air Aviation Limited

Senior Manager- Catering.

ANNEXURE-4

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(ON COMPANY LETTER HEAD)

To,

The Senior Manager (Catering),

Alliance Air Aviation Limited (AAAL).

MMD Deptt, Alliance Bhawan, IGI Airport

Domestic Terminal -1, New Delhi (110037)

Sub: Authorisation for Opening of Bid

Tender Ref No: AAAL/DEL/2022/1399

Opening Date:

Opening Time:

The following person(s) is hereby authorized to attend the bid opening for the tender mentioned above on our behalf.

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

Authorized Signatory

Note:

1. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.
2. The authorized representatives, in their own interest, must reach the venue of bid opening well in time.
3. The authorized representative(s) must carry a valid photo identity.

ANNEXURE-5

SCOPE OF WORK

1.0 FOOD SERVICES

- 1.1 The Caterer shall maintain up-to-date, modern and adequate facilities for cooking, washing, handling, storing and accounting of Airline's materials to their satisfaction as per International quality certification like ISO22000/HACCP or similar certification. The Caterer shall maintain the highest standards of cleanliness and hygiene in the premises at all times in accordance with International quality certification like ISO22000/HACCP or similar.
- 1.2 The Caterer shall prepare and supply all the meals and other food items, including dry stores, needed for Airline flights in accordance with the Airline's Meal Schedules and Specifications to the Airline's satisfaction.
- 1.3 Meals and food supplies shall include various types of Oriental Style/ Continental Style/ Indian Style/Chinese style etc., Vegetarian/ Non-Vegetarian items, as per menu laid down by the Airline from time to time. However the caterer is liable to provide special meals and food on the Aircraft of the Airline if so requested even if certain items do not form part of the Menu specification laid down by the Airline.
- 1.4 The Airline shall co-operate with the Caterer in furnishing instructions and detailed information for the preparation/ presentation of the various types of meals, as may be required by the Airline from time to time.
- 1.5 The Caterer shall provide any one or more items which are not part of the menu, as and when required by the Airline.
- 1.6 As and when necessary and especially before a menu change, the Caterer shall extend every facility and co-operation to the Airline in studying/ discussing presentation of any proposed menu. Caterer shall forward their suggestions as and when required by the said Airline, take photographs of the approved meals after meal sampling before each menu change and forward albums with photographs.
- 1.7 The Caterer shall provide samples of prepared items and/or samples of raw materials used by them as and when called upon to do so, free of charge. In cases of persistent doubt/misgivings; the Caterer shall provide a sample free of cost.
- 1.8 The raw materials and ingredients used in preparing meals and other food items shall be of best quality and approved / certified by the concerned regulatory authorities (local/International) for use. The actual preparation and presentation of the food shall be performed to meet the maximum Airline and customer satisfaction through presentation, quality, taste, and wholesomeness of food supplied.
- 1.9 The Supplies for all makes and brands of raw materials/supplies to be purchased by the Caterer in the performance of its Catering Service, shall be selected by the Caterer, however, if certain brands/makes are specified by the Airline, the Caterer shall obtain and provide the same without any extra charge. The Airline reserves the right to inspect all such raw materials/supplies provided/used by the Caterer from time to time and the Caterer shall find alternatives, irrespective of the cost to be borne by the Caterer as and when such supplies provided by the Caterer do not meet with the Airline's Meal Schedules, Specifications and Satisfaction.
- 1.10 Airline will be entitled to change the menu and other food items at any time by giving advance notice of one week to the caterer and it shall be obligatory on the part of the caterer to follow such instruction.

- 1.11 Caterer shall provide microbiological report of food items and water, based on Airline Standards as and when required on mutually agreed cost.
- 1.12 The Caterer shall arrange for medical examination of all such Personnel at regular and periodic intervals to ensure that they are totally free of any infection that can be transmitted through the food or other supplies/ services they come in contact with. A proper medical record for all personnel to be maintained which can be inspected by Airline. Wherever the Airline has any misgivings about any individual staff, it shall be obligatory on the part of the Caterer to send the staff concerned for such medical examination as may be deemed necessary, to the satisfaction of the Airline at the cost of the Caterer.
- 1.13 All employees of the Caterer will also comply with COVID-19 and all other Medical protocols and other directives issued by GOI / State Govt. / Competent Authority from time to time.
- 1.14 The caterer shall also be responsible to ensure that the Personnel who come into contact with or handle food either directly or indirectly shall be scrupulously clean and tidy and in standard uniforms and medically fit to perform such functions.
- 1.15 The Caterer shall ensure that they comply at all times, in all respects with all regulations pertaining to the preparation and sale of food products (whether statutory or otherwise) in force from time to time.
- 1.16 The Caterer shall provide a separate designated area for the preparation of Airline's food, presetting, storing of Airline's equipment, items etc.
- 1.17 The Caterer shall place bilingual "VEG/NON VEG" stickers on the respective pre-plated snacks/meal packets etc.
- 1.18 The Caterer shall provide the Nutritional and Calorific Value of each Menu item provided (For VVIP / Special Flight movement) as and when required by the Airlines on mutually agreed cost.
- 1.19 Any promotional material/ catalogues as per the airlines requirement needs to placed free of cost in the meal trays/food boxes as per Airline's instructions on mutually agreed conditions.

2.0 OTHER SERVICES

2.1 LOADING AND OFFLOADING:

- (i) The Caterer shall offload the Food/ Meal/ equipment/ Cabin stores items etc. from the Airline's aircraft immediately on arrival at the ramp. In the event of delay, refer clause 25(xvi) of penal provision.
- (ii) Caterer shall load the entire catering upliftment / dry store items /Food items/water bottles -200 ml at Departure- 1 hours for the base/originating station and proper handover to the Operating Crew and obtain the signatures on delivery challan for all the operating flights.
- (ii) The Caterer shall load the Food/ Meal/ Equipment/Cabin stores items/water bottles etc. on the Airline's aircraft and stow them in the designated or prescribed aircraft location/s in accordance with the Airline's instructions, as may be issued from time to time. The Caterer shall be required to uplift Aerated water/ Mineral water/ Dry snacks/ Dry stores items/ cabin dressing items on the departure Aircraft as per the standards and requirement of the Airline.

- (iii) The Caterer shall be responsible and accountable for handing over the galley to the Cabin Crew. All equipment to be checked for serviceability prior to loading the catering van by the Caterer or its authorized personnel.
- (iv) The aircraft galleys to be loaded from the respective designated aircraft door only and catering van to be aligned accordingly.
- (v) There shall be no delay on the part of the Caterer either in loading or unloading the flights (scheduled or unscheduled). The Caterer shall complete the loading of the aircraft within the stipulated time as may be laid down by the Airline from time to time to ensure on time departure. Airline reserves the right to deduct charges as stipulated in Clause 25 (i) in case the loading is not completed within the stipulated time.
- (vi) The Caterer's Supervisory Staff in charge of the departure shall not leave the vicinity of the aircraft till the aircraft starts moving for take-off.

3.2 TRANSPORTATION

- (i) The Caterer shall provide Catering Van with Operator/s for the transportation of food, meal equipment & Dry stores items / Water bottles etc. between the aircraft, the Caterer's Establishment and vice versa.
- (ii) The caterer shall also provide a Catering van / station wagon to transport such of the equipment or food items / dry store items, etc. as may become necessary to be carried separately or in the last minute for increases without any extra charge.
- (iii) The caterer shall provide a transport vehicle to carry the Dry Store items / Non Perishable/Perishable items to their premises for storage purpose without any extra charges, which may further be used on the flights as per the Airline requirement from time to time.

3.3 WASHING/STERILISING/PRESETTING

- (i) The Caterer shall wash, clean, sterilize, sort out and preset all the equipment as per the Airline's instructions and follow the Galley Loading Plans as may be issued from time to time.
- (ii) The Caterer shall take every precaution to ensure that the equipment is handled smoothly and in such a manner as will not cause any damage. The equipment, coming from every arrival should be washed, cleaned, dried, preset and kept ready for next departure on a flight-by-flight basis. The Caterer shall not allow any incoming unwashed equipment to be collected and accumulated under any circumstances. Failure to do so, refer to clause 25(xiv) of the penal provision.
- (iii) Any shortfall of incoming equipment from the flights should be notified to the airline for necessary corrective and replenishment action, and in order to enable the matter to be taken up with the erring Station. The short loading of any major galley equipment shall also be likewise brought to the notice of the Airline immediately for follow-up action.
- (iv) The Caterer shall ensure that quantities of stock specified for the Station are maintained at all times. No accumulation of the surpluses or shortages of stocks are kept. To this effect, the Caterer shall ensure that proper control/ account of arrival equipment is undertaken and details submitted to the Airline representative who will be responsible for the replenishment of stock and inventory inputs.

3.4 **STORAGE**

- (i) The buffer stocks of galley equipment / Dry Store items / Non Consumable items etc. provided to the Caterer by the Airline shall be stored and stacked properly in cupboards or closed shelves or racks where they can be kept in good, clean and hygienic condition to allow for quick withdrawals for immediate use.
- (ii) It shall be the responsibility of the Caterer to segregate unserviceable equipment from the serviceable one either immediately before or after washing, as may be expedient or convenient. Damaged equipment unsuitable for re-use should be discarded in such a manner as may be decided upon from time to time in consultation with the Airline's Authorized Personnel. Equipment needing repair should be handed over to the Airline immediately for rectification and repair. It shall be the responsibility of the Caterer to monitor the expiry date of the items being positioned with them by the Airline and should not uplift any item/s beyond its expiry date for consumption. Nevertheless, if such damage/ upliftment of item/s beyond its expiry date are a sequel to the Caterer's negligence, the Caterer shall compensate the Airline to the extent of loss suffered and Airline's decision in the matter shall be final and binding on the Caterer.
- (iii) At any given time 02 week stock as per the requirement of the Airline's consumable/ non-consumable items shall be positioned at the Caterer's premises and there shall be no separate storage/rental charges for the same.

3.5 **STOCK VERIFICATION**

The Caterer shall carry out inventory checks (physical verification of stocks) of all the Airline's equipment/ Food items/ Dry Store items and other In flight Service Materials entrusted to their care as specified below: -

- (i) In the case of galley equipment and other non-consumable materials, annual inventory to be prepared on the 31st of March every year and monthly inventory on the 15th of every month unless otherwise specified and will be inspected by authorized representative of AAAL and copy forwarded to Senior Manager Catering, AAAL.
- (ii) In the case of consumable materials and any other food items / Dry Store items etc., annual inventory on the 31st of March every year and monthly inventory on the last day of every month or any other dates that may be specified from time to time and will be inspected by authorized representative of AAAL and copy forwarded to Senior Manager Catering of Alliance Air.
- (iii) The Caterer shall carry out arrival and departure inventory for major galley equipment like Meal Carts, food cabinets, hot water flask and Standard units etc and record the same for each flight handled in respect of all non- Consumable stock items and such consumable items as specified by the Airline from time to time. The inventory so carried out shall be recorded by the Caterer in the manner specified by the airline in consonance with the Airline's plans to introduce an online computerized inventory management system or manual record entry. The caterer shall keep the Airline informed of any short/ extraordinary receipt of items so that the matter can be taken up with the erring station.
- (iv) In case any shortage is found on such verification, the Caterer shall indemnify the Airline to the extent of damage or loss suffered.
- (v) The Caterer shall carry out inventory checks of flight arrival physically and submit a report to the Airline within 24 hours on arrival of the flight.

- (vi) The physical stock on hand shall be completely and accurately reflected; a report of the same will be submitted to the airline's representative in accordance with the mode of communication and in the time frame prescribed by the Airline.
- (vii) The Caterer shall also conform to and maintain and submit to the Airline any additional or altered reports or method of recording stock movements that may be required as a consequence of the ongoing development and implementation of the computerized inventory management system.
- (viii) The Caterer shall ensure that sufficient quantities of all Airline items- Consumable, Non-consumable, Food items/ Dry Store etc., are available for flights. Information regarding replenishment must be communicated to the Airline well in advance. Any shortages on flight due to lack of advance information provided to the Airline, by the Caterer, the Airline reserves the right to deduct entire handling charges for the affected flight.
- (ix) If it is established upon physical verification that the loss/ damage of Airlines stock is due to the negligence on the part of the caterer, in that case penalty as applicable under Clause 25 shall be applied. The Airline's decision in this regard shall be final and binding on the caterer.

3.6 MEAL ORDERS, BILLING, VOLUME OF BUSINESS, ETC

- (i) The Airline shall be responsible for placing provisional meal orders at least 8-12 hours before the flight departure, in the normal course but the Caterer shall keep itself fully equipped to provide such additional meals as may be required by the Airline due to any exigency within the same time schedule.
- (ii) It shall be the responsibility of the Caterer to prepare documentation for flight-wise food supplies and meal uplifts in a format that can be used as the original billing book of the Caterer and on the authority of which final settlement can be effected, based on the actual passengers / crew members on board. The format must cover all aspects of catering to flights.

3.7 PERSONNEL

- (i) The Caterer shall assign adequate personnel to cover every departure and arrival to ensure smooth handling and on-time departures.
- (ii) The Caterer agrees and undertakes to provide proper uniforms and Identity cards / badges to its permanent staff employed by it for providing the services.
- (iii) The Caterer agrees and undertakes to obtain at its own costs, security clearance for its handling staff from the concerned authority to enter the Airport complex/Airline's aircraft for providing the services. The caterer will be solely responsible for the consequences of any of its staff who is not so cleared entering the airport complex/Airline's aircraft. The Caterer confirms that the Airline may cause any of the Caterer's staff to be searched before or after boarding the Airline's aircraft. The Caterer also confirms that the Airline will not be responsible for contravention of any Government rules and regulations by any of its staff and Caterer shall indemnify the Airlines for the same.

4.0 LIAISON

The Caterer shall maintain continuous liaison with the concerned Station Manager/ Catering personnel / Senior Manager Catering for catering support functions.

ANNEXURE-6
(ON THE OFFICIAL LETTERHEAD OF THE BIDDER)

ACCEPTANCE OF TERMS AND CONDITIONS

I/We _____, hereby confirm that, I/We _____
have studied the entire Tender Enquiry Number _____ for supply of
_____ (hereinafter referred to as "Tender Document").

I/We have understood all the Terms and Conditions of the Tender Document including all
The Annexure, attached therewith and accept and agree to abide by all the Terms and
Conditions of the Tender Document unconditionally.

We confirm that, the prices/rates and taxes as quoted by us in our Price Bid are final and
no other additional costs shall be applicable to AAAL. We confirm that, if we are awarded
the Contract by Alliance Air , the benefit of reduction in statutory taxes/levies, if any arising
during the Term of Contract, if awarded in our favour would be passed on to Alliance Air,
whenever applicable.

SIGNATURE OF AUTHORISED SIGNATORY

COMMON SEAL OF THE BIDDER

(Name: _____)

(Designation: _____)

Date: _____

Place: _____

ANNEXURE-7

(ON THE LETTER HEAD OF THE BIDDER)

AUTHORISATION LETTER FOR SIGNING OF BID

To _____ Date: _____

Manager (MMD),
Alliance Air Aviation Limited (AAAL),
Alliance Bhawan, IGI Airport,
Terminal - 1, New Delhi 110037, India.

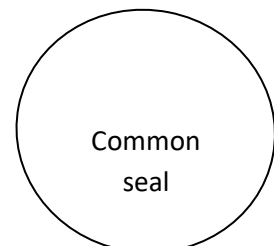
Ref: Tender Ref No. _____ dated _____ for supply of In-flight Crew Meals, Dry Stores Supply & Water Bottles – 200 ml , Catering services at Hyderabad, Bengaluru and Delhi Airport .

I/We (*), hereby certify that I/We (*) sign this bid in the capacity of either of the following (tick which ever appropriate):

- (a) A sole proprietor of the firm or constituted attorney of such sole proprietor authorized vide the power of attorney dated (*) given by the sole proprietor (copy of the same duly notarized and enclosed herewith).
- (b) A partner of the firm duly authorized by virtue of the partnership agreement dated (*) or a power of attorney given by all the other partners of the firm (copy of the same duly notarized and enclosed herewith). It is to be noted that, the partner signing herein should also have the capacity refer to arbitration, disputes concerning the business of the partnership either by virtue of the aforesaid partnership agreement or aforesaid power of attorney.
- (c) Constituted attorney of the Company authorized vide Board Resolution No.(*) dated (*) or Power of Attorney dated (*) (copy of the same duly notarized and enclosed herewith).

Signature: _____

(Name: _____)



ANNEXURE-8

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

Manager(MMD),
Alliance Air Aviation Limited (AAAL).
Alliance Bhawan, IGI Airport,
Terminal - 1, New Delhi 110037, India.

WHEREAS.....

(Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract No.....dated..... to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE, we.....Bank, hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any other contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, Name & Address of the Bank and address of the Branch.

SECURITY REQUIREMENTS (BCAS)

SECURITY REQUIREMENTS FOR IN-FLIGHT CATERING

Security Controls by the Caterer- The caterer shall apply the following in-house

Security measures to the catering supplies and stores intended to be taken on board an aircraft, namely:-

1. The caterer should have security clearance granted by the Director General – BCAS & their security programme shall be approved by the concerned RD-BCAS.
2. The caterer shall prepare its security programme in accordance with the guidelines and format contained in Appendix 34 of Doc. 8973(11th Edition) and submit the same to the concerned RD - BCAS for approval.
3. The caterer shall appoint a Chief Security Officer with adequate security background under intimation to the BCAS and a copy of appointment order of the security officer shall be enclosed with the security programme. As per NCASTP-2018, the CSO should be Basic AVSEC qualified. The CSO shall report to the person responsible for conducting the business affairs of the company.
4. The caterer shall properly recruit and train its staff to correctly receive process and handle catering stores and supplies. The company shall take steps necessary to safeguard stores and supplies from the time they are received at the catering facility until they are delivered to an aircraft.
5. The caterer shall enter into an agreement with the airline and shall render catering security declaration as per Annexure 1. Such a security declaration shall be produced to the BCAS inspecting officer during the course of security inspection/audit
6. Premises used for the preparation or storage of in-flight catering supplies and stores intended to be carried on board an aircraft shall be secured and access controlled by the security staff on the pay roll of the caterer. As per AC 25/2006, authorized and trained personnel should be deployed for performing catering security controls.
7. Personnel employed by the caterer for preparation and delivery of in- flight catering Supplies and stores intended to be carried on board an aircraft shall be their regular Employees, recruited after getting their character and antecedents verified by the police.
8. Personnel engaged by the caterer in the preparation and delivery of catering supplies and stores intended to be carried on board an aircraft shall be provided with sufficient security awareness training to enable them to understand and carry out their security responsibilities. The training shall be carried out before they are allowed access to any supplies or stores which are to be loaded on aircraft. Security Awareness Training to the personnel engaged by caterer in preparation and delivery of catering supplies and stores should be provided every year and records to be maintained.
9. All deliveries of raw materials and equipment to the premises used for the preparation or processing of catering supplies shall be broken down or decanted as appropriate prior to the preparation process to ensure that these do not contain any prohibited article and thereafter held under security conditions.
10. All items which are not broken down or decanted shall be x-ray screened or physically searched within the constraints of food and beverage hygienic regulations.
11. The caterer shall only accept bulk deliveries of pre-cooked frozen meals that cannot be broken down or decanted provided they have been sealed or made tamper-evident.

12. Before any cart or container containing supplies is closed for dispatch to an aircraft, the cart or container and its contents shall be checked by the security supervisor to ensure that it does not contain any prohibited item or has not been interfered with in any obvious manner which might compromise its security.
13. Catering carts and containers that are placed on an aircraft shall be so configured that access into the interior cannot be achieved when the cart or container is locked or sealed.
14. Chilling rooms and refrigerators containing prepared meals and other supplies shall be secured when immediate access is not required and have access controlled at all times.
15. Seals, binding and other means of rendering supplies tamper-Proof shall be held under security conditions until required for use. They would be issued from a central point by a designated person who shall record these details, which shall be opened to inspection.
16. Appropriate documentation detailing the nature of the catering supplies and stores, the consignor, the destination and the consignee shall be raised for each consignment of supplies and stores and presented to the Airline.
17. The caterer shall issue to the Airline, a security certificate for each consignment of his stores and supplies to be loaded on the aircraft to the effect that the consignment does not contain weapons, explosives or explosive devices, dangerous devices or banned and prohibited items.
18. Security certificate and other documentation associated with Consignments of catering supplies shall be held under security Conditions and issued from a central point by the designated person of the caterer.
19. The catering supplies shall be transported by the caterer's own transport.
20. All vehicles which are used for transportation of catering supplies to and from the aircraft shall be securable. These vehicles must be locked when not in use.
21. All the prescribed food and hygienic regulations shall be observed during preparation, packing and transportation of the catering supplies & stores.
22. Any other measures prescribed by the Director General.
23. AAAL will conduct Security Audit of the catering premises to ensure the implementation of the AVSEC measures.
24. The AAAL Security will be posted at the caterers premises to conduct security checks from the presetting area till loading into the vehicles for transportation and necessary space be allocated. The caterer shall furnish a Certificate to AAAL security in the following format, signed by a duly authorized official:

SECURITY CERTIFICATE

NAME OF THE CATERING ESTABLISHMENT (With seal)

We certify that our catering supply of food items and pre-set trays in trolleys for Flight No: _____ Date _____ Sector _____ set in our flight kitchen under our close Supervision, as per the specifications in the Contract, and declare that there is no weapons, explosive devices, dangerous devices or banned and prohibited items in our supplies which can endanger the safety of the aircraft or the passengers or lead to unlawful interference to AAAL operations under any circumstances.

Catering Van/ Vehicle No: _____

Catering Van/ Vehicle Seal No: _____

Signature: _____

(Authorized signatory)

Name: _____ Designation: _____

Date: _____

SECURITY REQUIREMENTS

- 1) The Caterer should ensure that the catering items checked by Alliance Air Security are transported from the catering establishment to the airport in a Catering Van or any other locked container/vehicle escorted by his supervisor, and then loaded into the aircraft under the supervision of AAAL Catering officials.
- 2) The Caterers staff required to enter the aircraft must enter from the front step ladder, subject themselves to frisking by Alliance Air security staff and record their details in the Aircraft Entry Register. All employees of the caterers will also comply with COVID 19 protocols and other directives issued by GOI in time to time.
 - (i) The Security Staff detailed for Hold Duty under the Aircraft, checks the validity of the AEP/ Authority of Catering driver on approach of Flight Kitchen/ Cabin/ Catering to the aircraft.
 - (ii) The Security Staff will compare the AAAL Security Seal Number applied on the forward & rear of the Catering Vehicle with the Seal Numbers in the Alliance Air/ Flight Kitchen Check Sheet.
 - (iii) After carrying out security checks of the Catering operator, the Security staff shall remove the seals both forward & rear to let the Catering operator board the Catering.
 - (iv) The Security Staff puts his remark on the AAAL Catering Check Sheet of having allowed Staff in the Catering with Staff name/ details and maintains records.
 - (v) Concerned Operator entering the aircraft through the Catering shall ensure he enters his name in the Aircraft Entry Register.
 - (vi) The Hold Security Staff shall report unusual activities to the Duty manager/ Security Staff supervising the Flight.
- 3) Catering Van should be properly maintained to have provision for locking arrangements and during operation, the shutters/gate hall be locked and sealed.
- 4) Any lapse noticed on the part of the caterers shall be inquired into by the Airline security/catering/other officials and suitable action including legal proceedings initiated for breach of contractual liability.

SECURITY REQUIREMENTS

ANNEXURE-9

CATERING SECURITY DECLARATION

Name of Catering Company : _____

Address of Catering Company: -----

On behalf of the above-named company, the undersigned certifies that:

1. The security requirements of the National Civil Aviation Security programme are fully and properly implemented by (the name of company) to ensure that catering stores and supplies do not contain any restricted articles which may endanger the safety of an aircraft, its passenger and crew;
2. The company has implemented and continues to maintain, a security programme detailing the measures and procedures applicable to catering stores and supplies;
3. The company has appointed a security officer to be responsible for implementing the required security measures and the related quality control measures;
4. The company has properly recruited and trained its staff to correctly receive process and handle catering stores and supplies;
5. The company has taken the steps necessary to safe guard stores and supplies from the time they are received at the catering facility until they are delivered to an aircraft.

I understand that a false declaration may have legal consequences.

Name:

Position held:

Date: _

Signature:

Company:

Stamp: _

ANNEXURE-10

BID SECURITY DECLARATION FORM

(To be submitted on the Bidder's Letter head)

Date: _____

Tender Reference _____

To

Alliance Air Aviation Limited,

I/We, the under signed 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 in ten to 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,2021

Corporate seal of the bidder

INTEGRITY PACT

Annexure - 11

BETWEEN

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

And

Hereinafter referred to as **“The Bidder/ Contractor”**

PREAMBLE

The Principal intends to award, under laid down organizational procedures, Contract(s) for Passenger Service System (PSS) - Reservation, Inventory and DCS for Alliance Air. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. The word ‘take’ shall also include the past and future.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the Contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective Bidder.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or the conduct rules of the Principal, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security and other actual damages due to the consequential delay.
- 2) If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

- 3) The Contractor /Bidder shall not be entitled to claim from the Principal any amounts either as damages or otherwise, on account of termination.

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – Independent External Monitor/Monitors

- 1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to the Chief Executive Officer, Alliance Air.
- 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 Sub-Contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractor(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 out at a later date, the IEM shall inform Chairman, Alliance Air and rescue himself / herself from that 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 Chief Executive Officer, Alliance Air. 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) Monitor shall be entitled to compensation on the same terms as being extended to/ provided to Independent directors on the Alliance Air Board.
- 9) If the Monitor has reported to the Chief Executive Officer, Alliance Air. a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chief Executive Officer, Alliance Air 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.
- 10) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12months after the last payment under the Contract, and for all other Bidders 6months after the contract has been awarded. Any violation of the same would entail disqualification of the Bidders and exclusion from future business dealings.

- 11) 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 Chief Executive Officer, Alliance Air.

Section 10 – Other provisions

- 1) This Agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi, India.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this Agreement turn out to be invalid; the remainder of this Agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issue like Warranty / Guaranty etc. shall be outside the preview of IEMs.
- 6) In the case of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/ Contractor)
(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

