

ALLIANCE AIR AVIATION LIMITED

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

Tender for selection of Certified Pest Control Service Provider for Aircraft.

Last Date & Time of submission of Technical Bid: - **11 April 2022, 15:00 Hrs.** (IST).

Last Date& Time of Opening of Technical Bid: - **11 April 2022, 15:15 Hrs.** (IST)

DISCLAIMER

The information contained in this tender document (hereinafter referred to as “**Tender**”) or and any information pertaining to the aforesaid subject matter subsequently provided to the applicants/bidders (the “**Applicants**”/ “**Bidders**”) in any form by Alliance Air Aviation Limited (hereinafter referred to as “**Alliance Air**”) shall be subject to the terms and conditions to which such information is provided herein and any other terms and conditions set out in this Tender and such other terms and the other terms and conditions subjects as may be prescribed by Alliance Air. By applying to the present bid, it is to be construed that the bidder is making an unconditional offer and accepts the terms and conditions of the present Tender without any reservations.

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 (the “**Bid(s)**”) pursuant to this Tender. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by Alliance Air do not purport to contain all/exhaustive information on the aforesaid subject matter that each Bidder may require for the purpose/s of submitting their Bids. (Technical And Financial)

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

The information provided in this Tender to the Applicants is on a wide range of matters, some of which depend upon the interpretation of the 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. Alliance Air accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Alliance Air also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant/Bidder upon the statements contained in this Tender.

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

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

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

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Notice Inviting Tender

From: -

Head of Engineering,
Alliance Air Aviation Limited,
G+5 Building, Room No. 205,
Opp. I.G.I Airport, Domestic Terminal -1
New Delhi 110037 (India)

Subject: - **Tender for selection of Certified Pest Control Service Provider for Aircraft.**

To,
All Prospective Bidders,

Alliance Air Aviation Limited ("Alliance Air") invites responses ("Proposals/Bids") to this Tender for selection of Certified Pest Control Service Provider for Aircraft, on the terms and conditions as contained herein.

1. The complete bidding document is available on the website "www.allianceair.in" for the purpose of downloading.
2. Bidder/s submit the Technical Bid, consisting of the Technical Bid response at Annexure 04, along with cover letter at Annexure 03, the Variance statement at Annexure 11 if any, Annexure 05, Annexure 06, Annexure 07, Annexure 08&09 duly stamped and signed.
3. A successful bidder will be selected based on the criteria described in this Tender.
4. Bidders are advised to study this Tender document carefully, before submitting their Bids, in response to the Tender Notice. Submission of a Bid in response to this Notice shall be deemed to have been done after careful study and examination of this Tender document with a full understanding of its terms, conditions, and implications.
5. Alliance Air may, in its sole discretion, extend the due date and time for submission of Bids by issuing an addendum /corrigendum to that effect, in which case all rights and obligations of the Bidders previously subject to the original due date and time for submission of Bids will thereafter be subject to the due date and time as extended.
6. Amendments, corrigendum, clarifications if any, and any extensions of the due date and time of opening of the Bids, as per the sole discretion and requirements of Alliance Air, will be intimated and hosted only on the website (www.allianceair.in). **NIT (Notice Inviting Tender) would not be published in newspapers/print media which may please be noted.** It is the Bidder's responsibility to visit the said website regularly for the aforesaid updates/extensions, as necessary.
7. The tender document/form downloaded from the website (www.allianceair.in) should not tamper with/modify in any manner. In case, if the same is found to be tempered /modified in any manner, the tender will be completely rejected.
8. All rights to accept or reject any or all Bids are reserved with Alliance Air.

Thanks & Regards
Alliance Air Aviation Limited

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SCHEDULE - I
Summary of Bidding Information

S. No	Particulars	Details
1	Name of Tender	Tender for selection of Certified Pest Control Service Provider for Aircraft
2	Date of issue of the Tender	04 April 2022
3	Period of Contract	Three (03) years
4	Last Date Time to Submit Bid.	11 April 2022, 15:00 Hrs. (IST)
5	Time and Date of opening of Technical Bid/s	11 April 2022, 15:15 Hrs. (IST)
6	Date and Time of opening financial bid.	Bidder qualifies in Technical Evaluation will be informed accordingly.
7	Venue of Tender opening	Head of MMD Alliance Bhawan, I.G.I Airport, Domestic Terminal 1, New Delhi 110037, Delhi, India.
8	Validity of Bids	120 Days
9	Bid System	Two Bid System 1. Eligibility Criteria 2. Financial Bid
10	Earnest Money Deposit (EMD)	₹ 60,000.00 (Sixty Thousand only).
11	Security Deposit	<ul style="list-style-type: none"> i. The successful bidder shall submit an amount equivalent to 3% of the annual contractual value as an interest-free Security Deposit by way of an irrevocable and unconditional Bank Guarantee in favor of 'Alliance Air Aviation Limited' payable at 'Delhi' within 2 weeks of award of contract vide LOI. The Security Deposit/irrevocable Bank Guarantee shall be valid for a period of 180 (One Hundred Eighty) days beyond the date of completion of all contractual obligations of the successful bidder. ii. In case the Security Deposit is submitted by way of an irrevocable Bank Guarantee, it may be noted that the original Bank Guaranty has to be forwarded by the bank directly to AAAL through registered AD as per the detailed procedure, which will be advised to the successful bidder later on. The expenses incurred towards submission of the Security Deposit/Bank Guarantee will be borne by the successful bidder. iii. The Security Deposit shall be returned within 120 days of successful completion of all contractual obligations by the successful bidder as determined by AAAL after adjusting for damages, if any, arising out of performance under the contract.

Note: -

- Any Bid received after the Due date and Time, such Bids will be invalid and must be rejected. Alliance Air reserves to itself the liberty to reject all or any Bid Without assigning any reason.

SCHEDULE – II

Introduction and General Details Relating to the Tender

1. Overview:

Alliance Air Aviation Limited, a company incorporated under the Companies Act 1956, having its registered office at Alliance Bhawan, Domestic Terminal-1, I.G.I Airport, New Delhi-110037, Delhi, India, hereinafter referred to as “**Alliance Air** “, currently operates a fleet of 18 ATR 72- 600, (70/72-seater) aircraft and is in a process to induct two (02) ATR 42-600 (40/42 Seat) Aircraft and two (02) Dornier (17 Seat) Aircraft for its operations, under the brand “**Alliance Air**”. Before the end of the year, Alliance Air will operate 22 aircraft, and the night halt of aircraft will be increased.

The details to be provided in the bid, have been listed in this Tender Document. Bidders are requested to furnish all mandatory and general details specifying whether the system being offered supports the requirement.

The Bidder in response to this Tender must meet the specified mandatory requirements. The contract executed with the successful Bidder pursuant to this Tender shall be for 3 Years from the date of award of LOI/contract.

2. Purpose of the Tender: -

Sealed bids are invited by Alliance Air from Certified Pest Control service provider for Aircraft for the following work scope: -

- i. General Pest Control (GPC).
- ii. Anti-Rodent Treatment
- iii. Anti-Cockroach Infestation Treatment.
- iv. Anti-Pest Infestation Treatment.
- v. Fumigation.

SCHEDULE – III

Terms and Conditions of the Tender

1. Definitions: -

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

- i. "Alliance Air Aviation Limited (AAAL)," "Alliance Air" or "The Airline," shall mean "Alliance Air Aviation Limited (AAAL), a company incorporated under Companies Act 1956, having its registered office at Alliance Bhawan Domestic, Terminal-1, I.G.I Airport, New Delhi-110037, Delhi, India".
- ii. "**Applicable Law**" means all the laws, acts, ordinances, rules, regulations, notifications, guidelines, or bylaws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of the Contract, and applicable to the Tender.
- iii. "**Bid/Proposals**" means the proposals submitted by the Bidder/s in response to this Tender in accordance with the provisions hereof including, 'Pre-Qualification Criteria' as described at Annexure I, 'Technical Bid' as described at Annexure II and 'Financial Bid' as described at Annexure IV along with all other documents forming part and in support thereof.
- iv. "Bidder" or "Tenderer" shall mean an eligible entity who has submitted the sealed/closed Bid for this Tender through its authorized signatory.
- v. "Contract" or "Agreement" shall mean the agreement entered between Alliance Air and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- vi. "Services" shall mean the services specified in Annexure-II.
- vii. "Successful Bidder" shall mean the Bidder whose Technical Bid and Financial Bid has been accepted by Alliance Air and to whom a Letter of Intent (defined hereunder) is consequently issued by Alliance Air and the same has been accepted/ acknowledged by such Successful Bidder/Tenderer vide a letter to carry out the Services contemplated in this Tender.
- viii. Any other term(s) not defined hereinabove 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. Terms of Tender

Alliance Air wished to Certified Pest Control service provider for the following activities:

- i. General Pest Control (GPC).
- ii. Anti-Rodent Treatment
- iii. Anti-Cockroach Infestation Treatment.
- iv. Anti-Pest Infestation Treatment.
- v. Fumigation.

3. Instructions/ Information to Bidders: -

3.1 General Instructions

- i. The Bids shall be typed in English, and all correspondence and documents related to the Bid exchanged by the Bidder and Alliance Air shall be written in the English language. Before submitting the Bid, the Bidder should carefully examine the Tender document, terms & conditions of assignment, and specifications.
- ii. Bids must be sent, only at the sole risk of the Bidder. Bids received late, delivered at a 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. It is hereby clarified that Bids sent only by the mode mentioned above shall be accepted by Alliance Air. Bids sent by any other mode may be liable to be rejected.
- iii. The Bidder should complete the annexed form of Tender and information called for therein and shall sign and date each page of the documents.

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- iv. The Tender shall contain the name with designation, address, Tel. No and email for communicating with the Bidder in connection with the Tender.
- v. As specified in detail at Para 3.2 below (Bid Submission), Bidders are required to submit two separate sealed envelopes superscribed as Eligibility Criteria and Financial Bid, respectively. These shall also be super scribed on each of the envelopes as "**Tender for selection of Certified Pest Control Service Provider for Aircraft.** The name of the authorized person with designation, address, contact numbers, and email address for official communications shall also be mentioned on each of the envelopes.
- vi. Two-bid system i.e., **Eligibility Criteria** and **Financial Bid**, being adopted for this Tender, the process will be carried out in 2 stages. Eligibility Criteria will be opened at the venue mentioned above at a specified time and date, and the financial bid of bidders who qualifies in stage one will be open later.
- vii. No changes will be permitted to the Bid document after the opening of the bids.
- viii. If a Bidder submits more than one Bid, all the Bids submitted by the Bidder would be summarily rejected.
- ix. Bidders should read and confirm the terms and conditions outlined in this document and ensure that they are eligible in all respects in order for their applications to be processed at various levels. The columns that are left blank or incomplete shall be interpreted to the Bidder's disadvantage. The submission of a Bid implies that the Bidder has read the conditions of the Tender and is fully aware of the scope of work, specifications, and project execution/solution implementation requirements.
- x. Alliance Air reserves the right to accept or reject any bid without assigning any reason whatsoever and to annul the bidding process and reject any Bids, at any time prior to the award of the contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for Alliance Air's action. Alliance Air also reserves the right to extend the validity period of the Tender.
- xi. All Bidders to note that even though they may be qualified after evaluation of the Technical Bid, in the event their Financial Bid is found incomplete or not submitted in a format as prescribed herein, their Bid submitted thereon to be rejected.
- xii. Alliance Air has the right to amend and/or re-issue the Tender document without the Bidder(s) having any right to object to such reissue.
- xiii. Bidders shall be required to sign all pages of the Technical Bid and the Financial Bid, and all signed pages should be in ascending orders, along with an index of submissions. The individual signing the Tender or other documents in connection with the Tender should certify the capacity in and/or authority in which they are signing the Bid.
- xiv. All financial quotes must be in INR (₹) only. Further, the price quoted should remain valid for acceptance for a minimum period of 120 days from the date of opening of the Technical Bids. However, the validity of the Bid must be extended as required, upon request from Alliance Air to enable completion of the evaluation of the Bids and finalization of the Successful Bidder.
- xv. Alliance Air reserves the right to award the contract to the successful bidder/bidders as it may deem eligible as per its requirements.
- xvi. A Bidder shall be liable for disqualification, if any legal, financial, or technical adviser of Alliance Air in relation to the Tender is engaged by the Bidder, its member, or any associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender during the Tender process or subsequent to the execution of the Contract. In the event any such adviser is engaged by the Successful Bidder, as the case may be, after issuance of the Agreement or execution of the Agreement for matters related or incidental to the Tender, then notwithstanding anything to the contrary contained herein or in Contract and without prejudice to any other rights or remedies of Alliance Air, including the forfeiture and appropriation of the Security Deposit, Alliance Air shall have the right to terminate the Contract, without being liable in any manner whatsoever to the Successful Bidder for the same.
- xvii. At any time prior to the last date for submission of Bids, Alliance Air may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify this Tender document by an amendment. In order to afford the reasonable time to Tenderers to take such amendments into account for preparation and submission of

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- their Bids, Alliance Air may, at its discretion, extend the last date for the submission of Bids through an announcement of its website.
- xviii. Bids must be comprehensive in all respects and inclusive of all costs related to the work scope as detailed in the Tender. It is to be noted that an increase in the price, which has been quoted in the Financial Bid, would not be accepted by Alliance Air, after the closing date of the Tender for any reason whatsoever.
- xix. The Bidder shall bear all costs associated with the preparation and submission of the Bids, including the cost of presentations/demonstrations for the purposes of clarification/evaluation of the bids. Alliance Air will not be responsible or liable for any such costs, regardless of the conduct or outcome of the bidding process.

3.2 Evaluation of Bids

- i. This Tender is a two-bid process and accordingly, the evaluation of the Bids shall be done in two stages.
Stage 1 – Eligibility Criteria.
Stage 2 – Financial Bid.
- ii. Bidders will have to qualify through each stage to progress to the next stage of evaluation.
- iii. The evaluation of the bids shall be performed as per methodology accepted/approved by AAAL only.
- iv. The Bidder(is) qualifying the eligibility criteria, at Annexure 1 assessed by Alliance Air, will be taken up for further financial evaluation.

4. Basis of Evaluation

4.1 Eligibility Criteria

Annexure 1 is mandatory and needs to be qualified by the Bidders. The response for each of the conditions in this Part shall only be 'YES.' Bids that contain the response 'YES' against all the conditions in this, will be eligible for further processing. For the avoidance of any doubt, if the response to any of the conditions in Annexure-I read as "NO," "Noted" or is left blank, the bid will not be processed any further.

4.2 Financial Bid

Bidders have to provide their quotations as mentioned in Annexure 4. The "L1" bidder will be decided based on the sum of quoted rates i.e Total Value, found to be least after the financial evaluation by Alliance Air.

5 Bid Submission

5.1 Bidder/s have to submit the "Technical Bid" and "Financial Bid" through the below-mentioned mode: -

- a. Hard Copies in two (2) separate sealed envelopes, Super Scribed in bold
- i. **"Eligibility Criteria for Tender for selection of Certified Pest Control Service Provider for Aircraft.**
- ii. **"Financial Bid for Tender for selection of Certified Pest Control Service Provider for Aircraft.**
- iii. Both envelopes should be submitted in **"Master Envelope"** in sealed condition, superscribed in bold with **"Tender for selection of Certified Pest Control Service Provider for Aircraft."**

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Duly addressed and deposited in the Tender Box at the address mentioned below: -

M.M.D OFFICE
Alliance Bhawan
I.G.I Airport, Domestic Terminal 1
New Delhi -110037, India (IN)

Note: -

- a. **Bidders should not disclose the financial terms in any other part of their bid.**
- b. Unconditional discount, if any should be indicated, and would be applied to the quoted offer price during evaluation.
- c. A conditional discount, if offered, will not be considered for the evaluation.
- d. A conditional bid will not be considered for the evaluation.

6. Earnest Money Deposit (EMD): - ₹ 60,000.00 (Sixty Thousand only).

7. Security Deposit: -

- 7.1 The Successful Bidder will be required to deposit within 2 weeks of award of the Contract vide a Letter of Intent (LOI), an amount equivalent to 3% of the annual contractual value (interest-free) as a Security Deposit with Alliance Air by a Bank Draft /Banker's cheque drawn in favor of Alliance Air payable at Delhi, or to provide an Irrevocable Bank Guarantee from any Scheduled Bank in India for an equivalent amount to be valid for the entire duration of the Contract and for an additional period of 180 days after the completion/ expiration/ termination of the Contract. In case of extension of the contract term, the Security Deposit /Bank Guarantee shall be validated accordingly as per the instructions of Alliance Air. **It is hereby clarified that there is no exemption from the Security Deposit in the case of MSE being the Successful Bidder.**
- 7.2 The Security Deposit will not carry any interest and the expenses incurred towards submission of instrument of payment for the security deposit will have to be borne by the Successful Bidder.
- 7.3 The Security Deposit shall be returned after 180 days after the completion/ expiration/ termination of the Contract as determined by Alliance Air after adjusting for penalties, deductions, damages, etc., if any, that may be imposed under the terms of the Contract or for any amounts that are payable by the Successful Bidder and have been paid by Alliance Air on behalf of the Successful Bidder.
- 7.4 Alliance Air shall be entitled to forfeit the Security Deposit in the event of delay in start of Services 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, Alliance Air may at its sole discretion forfeit the Security Deposit, without prejudice to any other rights of Alliance Air under this Tender or the Contract. In the event the Security Deposit is forfeited by Alliance Air, 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 Alliance Air to terminate the Contract.

8. Benefit/s to Micro and Small Enterprises (MSEs)

- i. As per Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification No.503 dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012.
 - (a) District Industries Centers (DIC)
 - (b) Khadi and Village Industries Commission (KVIC)
 - (c) Khadi and Village Industries Board

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- (d) Coir Board
 - (e) National Small Industries Corporation (NSIC)
 - (f) Directorate of Handicraft and Handloom
 - (g) Any other body specified by the Ministry of MSME
- ii. The registration certificate issued from any one of the above agencies must be valid as of the close date of submission of Bids. The Successful Bidder should ensure that the same is valid till the end of the contract period.
- iii. The MSEs, who have applied for registration or renewal of registration with any of the above agencies/bodies but have not obtained the valid certificate as of the close date of the Tender, are not eligible for exemption/preference.
- iv. To get MSE's advantage(s) bidder must submit a "Valid & Existing" MSE Registration Certificate.

9. Applicable Rates and Government Taxes

9.1 Inclusions

The rates offered/finalized/agreed by the bidder shall be inclusive of all Government Taxes/Levies, manpower cost, provision for Name Badges & Uniform including high visibility jackets, issuance of ID cards, AEP, ADP, Airport Authority Training Costs, and all statutory payments like ESI/PF, transportation, Airports Permits, Labour welfare fund, project coordinator, mobile & convince charges, etc., especially for the requirement of work to be carried out in-situ in the airport premises.

9.2 Exclusion

The GST (including any CESS) shall be payable extra, as applicable. Any additional charges like GTO (Gross Turnover Tax)/Royalty if levied by DIAL shall be excluded from the quoted rates and would be reimbursed by AAAL @ 13% at present or as applicable on production of receipt as proof of payment. Such of the charges would only be payable on the portion of the work that would be carried out in-situ in the airport premises for replacement of seat covers, curtains, carpets, etc.

10. Fraudulent Practices

Alliance Air requires that Bidders have to observe the highest standard of ethics during the tendering process as well as after the execution of contracts. In pursuance of this, AAAL,

- 10.1 Shall reject a Bid to award, if it determines that the Bidder recommended for an award after evaluation has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 10.2 Shall declare a Bidder ineligible and blacklist such Bidder, for a stated period of time if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.
- 10.3 Shall rescind the contract forthwith, in case of successful Bidder adopting fraudulent/corrupt practices during the currency of the contract.

11. Blacklisting of Bidder

If at any time during the bidding process and/or prior to or after the award of PO / 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 05 years, AAAL will be entitled to take all or any of the following actions –

- 11.1 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
- 11.2 Terminate the contract.
- 11.3 Such of the bidder will also not be eligible to participate in the immediate next tender or upto 03 years whichever is earlier.

12. Contract Validity

The validity of the contract comes to an end IPSO FACTO by efflux of time unless otherwise extended/terminated. The Contract Period shall be Three (3) years from the date of award of the contract unless terminated earlier as per the terms and conditions of the tender.

13. Price Validity

The price agreed by the parties under the contract (and LOI) shall be applicable throughout the term of the contract.

14. Fall Clause

The prices charged for the similar work-scope supplied under the Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Airlines/ Govt. organization/ PSU's/ Central Govt, / State Govt. Autonomous bodies/ Central/ State Universities/ Central/ State Institutions during the period of Contract failing which the "FALL CLAUSE" will be applicable. In case, if the price charged by the Bidder is more, the Successful Bidder will provide an Undertaking providing Alliance Air to exercise the right to recover the excess charged amount from the subsequent/ unpaid bills.

15. Award of Letter of Intent (LOI) and Contract

15.1 The Contract shall be awarded to the successful bidder vide the Letter of Intent ("LOI") issued by Alliance Air, based on the evaluation of the bids.

15.2 Further, the successful bidder shall be required to fulfill the following: -

- a) The L-1 bidder has to convey acceptance of the "Letter of Intent (LOI)" within seven (7) days of receipts of the LOI.
- b) The Security Deposit shall be deposited by the Successful Bidder within 2 weeks of award of the Contract vide the LOI and its subsequent acceptance by the Successful Bidder. In case the Successful Bidder withdraws, fails to execute the Contract, or commence the Services within the period mentioned hereunder, Alliance Air reserves the right to award the Contract to the next qualifying successful bidder (L2 Bidder) or re-tender, at its sole discretion, at the risk and cost of the Successful bidder who failed to execute the Contract.

15.3 The contract will be finalized by the duly authorized officials of Alliance Air, as per the terms and condition/s stated herein and will be given to the successful bidder for its signature.

16. Grounds for Rejection of Bids.

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

- i. If the Bid has been received after the due date/time of submission of the Bids.
- ii. If the Bid has not been signed by the authorized signatory of the Tenderer.
- iii. If Tenderer's response is not received as mentioned in the Tender document.
- iv. If the information given in response to the Tender is incomplete, incorrect, ambiguous, without requisite supporting documents, unverified, unattested, and/or submission of illegible copies or unexplained materials and/or Bids not received as per the desired formats & bidding instructions.
- v. If the price indication has been provided in the Technical Bid.
- vi. If the Bid is not presented neatly and corrections if any are not duly authenticated with full authorized signatures of the person who has signed the Bid document,
- vii. If the Bid has been received without the undertaking of acceptance of all terms & conditions.
- viii. If the Bid (Pre-qualification/ Technical/Financial) is incomplete.
- ix. If the Bid received is conditional.

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The above list is only illustrative, there can be other relevant grounds of rejection of Bids and any other reasons as Alliance Air may deem fit.

17. Disqualification of Bid

- (i). Any Bidder and/ or any of its director(s), who has been blacklisted or debarred from participating in any tender either by any Government agency or Corporation or any Public Sector Undertaking (in India or elsewhere) shall not be allowed to participate in the Tender.
- (ii). Further Bidders are subject to be disqualified if Bidder or any of its constituent partners/directors (as applicable) have:
 - a) made a misleading or false representation in the forms, statements, and attachments submitted which was/were discovered at any point either after the submission of the Bid or on/ before the opening of the Bids or during the Bid evaluation process; or
 - b) records of poor performance since the time of its incorporation, as on the date of submission of Bids such as abandoning the work, rescinding of any contract for which the reasons are attributable to the non-performance of the Bidder/Tenderer, inordinate delays in completion, any history of litigation/arbitration awarded against the Bidder/Tenderer or any of its constituents or financial failure due to bankruptcy, etc.
 - c) been debarred by Alliance Air or its affiliates as on the date of submission of the Bid.
 - d) Been into any kind of running legal dispute or arbitration in the past /present with Alliance Air or its associate/ parent companies within the last five (05) years.
 - e) A Bidder who submits more than one Bid will cause all the Bids with such Bidder's participation to disqualify.
 - f) In addition to the above, Alliance Air shall be entitled to:
 - i. Reject the Bid or proposal for award of the Contract; or
 - ii. rescind the Contract forthwith of such Bidder and shall blacklist the Bidder from participating in any tender issued by Alliance Air, without being liable in any manner whatsoever to the Bidder if Alliance Air determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable, or restrictive practice in the Tender process.
 - g) In addition to the above-mentioned remedies, Alliance Air shall declare the said Bidder ineligible and blacklist such Bidder for one(01) year.

18. Liquidate Damage(s) for Non-Performance/ Under Performance/ Bad Workmanship etc.

In case, Successful bidder fails to perform the workscope mentioned above as per standard industrial practices or lack of workmanship or negligence in service delivery, punitive action will be taken against the successful bidder in the form of amount deduction in percentage from total invoiced value for the job(s). (Point 19, subpoint v)

*** Liquidate Damage(s) shall be part of Contract/SLA.**

19. Termination of LOI/Contract

The LOI / Contract may be withdrawn under the following circumstances:

- (i). In the event of deficiency in providing the Services contemplated herein, of the Successful Bidder, Alliance Air reserves the right to withdraw the LOI / Contract and to claim damages from the Selected Bidder. No liability shall be incurred by Alliance Air in the event of the aforesaid cancellation termination.
- (ii). If due to any reason or decision of Alliance Air, the Services are not required, the Successful Bidder would be paid only for the services completed up to the date of such discontinuation by Alliance Air.
- (iii). Either Party (i.e., the Successful Bidder and AAAL) may terminate the Contract giving therein the notice for termination of Contract stating their reasons. The Successful Bidder can terminate the Contract by giving advance notice of six (06) months to AAAL and

Tender Ref: - AAAL/Pest Control/HoE-22/125

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- AAAL can terminate the contract by giving six (06) months advance notice to the successful bidder without assigning any reason. In addition, AAAL can terminate the contract by giving two (02) months advance notice by assigning a valid reason. The committed service levels have to be maintained even during the notice period.
- (iv). The validity of the Contract/Agreement comes to an end *ipso facto* by efflux of time unless otherwise renewed/ terminated. The Contract period shall be as mentioned in Clause 9 above, the Contract will automatically terminate on its expiry date and no notice will be required.
 - (v). In the event of breach/ non-observance of the terms of the Contract, by the Successful Bidder, if any, one or more of its obligations under the Contract and/or contractual documents and where such default is not cured upon notice of 5 days or is not curable, AAAL, without prejudice to any other rights available to it, reserves the right to terminate the Contract or any relevant part thereof. In such case, the Successful Bidder shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account. In such case of a breach which is attributable to the Successful Bidder, AAAL shall be entitled to claim damages of 0.5% per week or thereof of the monthly contract value.
 - (vi). AAAL may at any time terminate the Contract with immediate effect by giving written notice to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent, being a partnership or sole proprietorship firm, if the sole proprietor or any partner is adjudged as insolvent, or order for the administration of its estate is made against it or shall take proceedings for liquidation under any insolvency act for the time being in force in India or make any assignment of his effects or composition or arrangement for the benefit of his creditors or purports to do so. Provided that such termination will not prejudice or affect any right or remedy which has accrued or will accrue to AAAL.
 - (vii). Any indulgence or delays are shown, AAAL in that respect will not constitute waiver of the right of termination.
 - (viii). In the event the Successful Bidder suspends the performance of Services under the Contract without any notice to AAAL for reasons other than prevalence of a Force Majeure event, AAAL reserves the right to approach other entities for completion of the Services at the cost and risk of the Successful Bidder.
 - (ix). AAAL can terminate the Contract if the Successful Bidder has committed any corrupt and/or fraudulent practice, an offense under the Provision of Corruption Act, 1988, and any amendments and any other guidelines as may be prescribed by the Central Vigilance Commission, with immediate effect, and at its sole discretion.
 - (x). AAAL and/or the Successful Bidder may terminate the Contract in case of the prevalence of a Force Majeure in the manner provided in the Contract and Clause 20 (Force Majeure) hereunder.
 - (xi). AAAL may terminate the Contract if it comes to its knowledge that the Successful Bidder has obtained the Contract vide non-Bonafede methods of competitive bidding.
 - (xii). In the event of a change of Applicable Laws or business policies which make the performance of the Contract illegal/ invalid/ unenforceable, AAAL will be required to renegotiate the Contract and the Successful Bidder shall cooperate in arriving at mutual revised terms, however, if in the opinion of AAAL, such revised terms may not be arrived at, AAAL shall be entitled to terminate the Contract forthwith without any costs to the Successful Bidder. It is however clarified that the outstanding obligations shall remain absolute till the extent, the performance is legally valid.
 - (xiii). It is clarified that notwithstanding the cause of termination, the parties shall be required to fulfill the obligations accrued prior to the termination of the Contract.
 - (xiv). Upon termination of this Contract for any reason, the Successful Bidder shall return all property of AAAL (if any) to AAAL, within 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.
 - (xv). Upon termination of this Contract for any reasons stipulated herein, the Successful Bidder shall return all the Confidential Information (if any) of AAAL that may be in the Successful Bidder's possession, within seven (07) days from the date of termination. The Successful

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Bidder agrees that withholding such Confidential Information (if any) beyond the stipulated time period may attract consequences including but not limited to injunctive reliefs and any other equitable remedies available under the law.

20. Force Majeure

- (i). Neither the Successful Bidder nor Alliance Air (herein referred Party/Parties) shall be in breach of any obligation under the Contract in case of failure or delay in performance of the obligations in whole or part by reason in the event of Force Majeure as defined below.
- (ii). "Force Majeure" is hereby defined as extraordinary events or circumstance which is beyond the reasonable control of Successful Bidder (including its subcontractors for the Services/ part thereof delegated to it with the 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; an act of God, fire, frost, earthquake, flood, droughts, storm, lightning; epidemic, pandemic, quarantine restrictions; embargoes, explosion, accidents by fire (each, a "Force Majeure" event).
- (iii). In such case, the affected Party shall give immediate notice in writing (in any case not later than 5 days from the date of occurrence of such an event) and shall thereafter keep the other Party informed of the developments in such Force Majeure situation. Upon notification from the affected party of the existence of a Force Majeure Event, the Parties shall use reasonable efforts to re-plan and reschedule delivery/ performance of Services/ respective obligations under the Contract.
- (iv). 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 the Contract.
- (v). In the event of Force Majeure lasting for more than thirty (30) days, either Party may after mutual consultation with each other, terminate the Contract. It is understood by the Parties that such early termination in terms of this Clause shall not exclude the Parties from fulfilling the obligations accrued prior to such termination.
- (vi). For the avoidance of any doubt, it is clarified that payment obligations of Alliance Air for the Services already performed shall not be excused due to the existence of the event of Force Majeure.

21. Compliance

- (i). The Successful Bidder shall comply with all Applicable Laws in force in India/ outside India, as applicable to it. The laws will include Central, State, Municipal laws of India, or any other international laws that affect the performance of the contract and are binding upon the Successful Bidder.
- (ii). The liabilities of all statutory /legally mandatory regulations /obligations regarding manpower/product / Services will be borne by Successful Bidder.
- (iii). On award of Contract, for all the work related to in-situ performance within the airport area, the successful bidder shall be responsible for arranging PICs / Airport Entry passes for their personnel from concerned authorities like BCAS/DIAL at their own cost and also get antecedents of personnel verified from Police and other concerned authorities before their deployment and shall renew the same from time to time. Any delay in renewal shall not be the reason for the non-deployment of personnel which please note.
- (iv). The service provider should ensure verification of character and antecedents of his personnel by Local Police before deployment.

22. Indemnity and Liability

- (i). Indemnification Obligations. Either Party including their directors, officers, employees, agents or representatives, sub-contractors (each, an "Indemnifying Party") agree to hold harmless, defend and indemnify the other Party, its related companies, its directors, officers, employees, agents, and representatives, and affiliates (each an "Indemnified Party"), from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities of any kind (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification)

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suffered by other Party including third party claims, against Indemnified Party (collectively, "Claims") arising out of or in connection with

(a). a material breach of terms of this Agreement.
(b). Negligence, fraudulent acts, or willful misconduct of the Indemnifying Party; and
(c). violation of acts, applicable laws, rules, and/or regulations
(d). death of or bodily injury to any person or persons whomsoever and for loss of or damage to, destruction of, any property whatsoever (including, without limitation, the Aircraft, the engines, or any parts thereof), in any manner arising out of or in any way connected with the Services caused by the Indemnifying Party's negligence, willful misconduct or fraudulent acts, except as such relates to the negligence or misconduct of the Indemnified Party. The indemnifying Party shall, at the request of the Indemnified Party, negotiate and defend any claim brought against any Indemnified Party or in which any Indemnified Party is joined as a party defendant. The obligations herein will survive any expiration, termination, or cancellation of this Agreement.

a) The indemnification obligations set forth above are unconditional, however, the Indemnified Party shall reasonably assist the Indemnifying Party in the manner provided as follows: (i) providing prompt written notice of a claim within forty-five (45) days of its receipt of service upon the Indemnifying Party; (ii) providing all information and evidence within its control and necessary for the Indemnifying Party to conduct a defense; and (iii) providing the Indemnifying Party with sole control of the defense and all related settlement negotiations; provided, however, no settlement may be entered into without the Indemnified Party's prior written consent.

23. Contract Survivability:

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

24. Dispute Resolution, Jurisdiction and Governing Law

a. Dispute Resolution: -

- (i). Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation, or effect of the or any terms of the Contract or the validity or breach thereof, shall first be settled by mutual consultation/ discussion between the senior executives of the parties.
- (ii). If the dispute remains unresolved after a period of 30 days from the date when the mutual consultation has started, then the unresolved dispute/difference shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996, as amended from time to time, by a sole arbitrator. The parties shall mutually appoint the sole arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996. Provided further, if the Parties fail to appoint a sole arbitrator within 10 (ten) Days of the invocation of the arbitration clause, the Hon'ble Delhi High Court shall appoint the sole arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996. Both parties shall bear their own costs of arbitration proceedings.
- (iii). The seat and venue of arbitration shall be New Delhi, India and it shall be conducted in the English language.
- (iv). During the arbitration, the Parties shall continue to fulfil their respective obligations under this Agreement except for such obligations, which are the subject matter of the arbitration.
- (v). The arbitral award made in pursuance thereof shall be final and binding on the parties.

b. Jurisdiction and Governing Law

The construction, interpretation, validity, and 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 the courts of New Delhi only.

25. Inspection:

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

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

25.2 **Inspection of the facility of the Successful Bidder**

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

26. Notices

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

27. Interpretation

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

28. Severability

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

29. Amendment

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

30. Payment Schedule / Terms: -

- (i). The bidder must specify their payment schedule with reference to the work scope. This is to be submitted along with the commercial Bid.
- (ii). The standard payment terms of Alliance Air would be "60 days from the date of invoice subject to successful completion of each milestone". In case a bidder does not accept this term, the financial bid would be loaded by financing cost @ 10 % per annum for the difference between 60 days and the actual credit period offered by the vendor.
- (iii). No advance payment term will normally be accepted.

Head of Engineering
Alliance Air Aviation Limited

Tender Ref: - AAAL/Pest Control/HoE-22/125

Dated: 04-APRIL-2022

Annexure 1

(On Vendor's Letterhead)

Covering Letter for Submission of Eligibility Criteria

To
Head of Engineering
Room No 205, G+5 Building
I.G.I Airport, Domestic Terminal 1
New Delhi -110037, India (IN)

Ref:-

Date:-

Dear Sir,

Subject: - Eligibility Criteria as per your Tender Ref: - AAAL/Pest Control/HoE-22/125, dated 04 April 2022

With reference to your tender no, **AAAL/Pest Control/HoE-22/125, dated 04-April-2022** for awarding a contract to a certified vendor for activities stated therein, we hereby submit our Eligibility Criteria in the format as at Annexure 2 along with Annexure 2, 3, 5, 6, 7, 8, 9, & Annexure 10 duly signed and stamped wherever required.

We have read and understood and hereby unconditionally accept and agree to comply with all the Specifications, Terms & Conditions as provided in Schedule-III, and the work-scope of your tender as detailed in Annexures 2 & 4 of the Tender.

Signature: - _____

Name: - _____

Designation: - _____

Company Seal: - _____

Tender Ref: - AAAL/Pest Control/HoE-22/125

Dated: 04-APRIL-2022

Annexure 2

(On Vendor's Letterhead)
Eligibility Criteria

To
 Head of Engineering
 Room No 205, G+5 Building
 I.G.I Airport, Domestic Terminal 1
 New Delhi -110037, India (IN)

Dear Sir,

Subject: - Eligibility Criteria:- as per your Tender Ref: - AAAL/Pest Control.Hoe-22/000, dated 04 April 2022

We hereby, submit our response to the Eligibility Criteria as listed below, with all the relevant and complete documentation as required.

S. No	Description	Eligibility Criteria	Bidder Response
1	Bidder should have the Valid and existing Pest Control License from the concerned authority(ies). i. License from Central Insecticides Board & Registration Committee. ii. License of Insecticides Manufacturer. iii. License to Sell, Stock, & Distribute Insecticides iv. License for use of Restricted Insecticides for Commercial Operators. (Documentary proof to attach)	Must	
2	Bidder should have the Valid and existing Labour License. (Documentary Proof to attach)	Must	
3	Valid AEP of concerned Personnel.	Must	
4	Tenderer should have adequate capability and prior experience of having provided similar services for Aircraft in operation by airlines during the last one or more years. 1. Contract Copy with price blank 2. Completion Certificate 3. Satisfactory Completion Certificate (Documentary Proof to attach)	Must	
5	Bidder should confirm compliance to the stated work scope in its entirety and confirm that has submitted its Commercial Bid in the same format as per Annexure 4 as applicable.	Must	
6	Bidder agrees to a non-interest-bearing deposit of 3% of annual contract value or equivalent Bank guarantee as a Security deposit, for the period of contract.	Must	
7	1. Bidder's Incorporation certificate. 2. PAN Number 3. GST Number 4. MSME Certificate (if any) 5. Any other relevant documents (if any) (Documentary Proof to attach)	Must	
8	Bidder agrees to submit the undertakings at Annexure 6 & NDA at Annexure 7 and to abide by its governing conditions.	Must	

Tender Ref: - AAAL/Pest Control/HoE-22/125

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9	Services required on following bases:- i. Delhi ii. Mumbai iii. Kolkata iv. Bengaluru v. Hyderabad vi. Dibrugarh (Dornier)	Must	
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Note:-

Bidder to note that all paras herein are MUST conditions, for qualifying the further Bid Evaluation and hence the response of "YES" only is expected from the bidder, failing which bidder may be disqualified and rejected in the further evaluation exercise. **Relevant documents duly signed, must be submitted in support of each of the MUST conditions above.**

Signature: - _____

Name: - _____

Designation: - _____

Company Seal: - _____

Tender Ref: - AAAL/Pest Control/HoE-22/125

Dated: 04-APRIL-2022

Annexure 3

(On Vendor's Letterhead)

Covering Letter for Submission of Financial Bid

To
Head of Engineering
Room No 205, G+5 Building
I.G.I Airport, Domestic Terminal 1
New Delhi -110037, India (IN)

Ref:-

Date:-

Dear Sir,

Subject: - Financial Bid as per your Tender Ref: - AAAL/Pest Control/HoE-22/125, dated 04 April 2022

With reference to your tender no, **AAAL/Pest Control/HoE-22/125, dated 04 April 2022** for awarding the contract to a certified vendor for activities stated therein, we hereby submit our Financial Bid in the format as at Annexure 06.

We also agree to the terms & conditions of your tender detailed in Schedule - III. We hereby confirm that our offer submitted above is valid for a minimum period of 180 days from the last date of submission of the bid against this tender

All the terms and conditions & work scope of your tender detailed in Annexure-01 and 04 and Financial Bid former at Annexure-06, have been read, understood are hereby agreed to.

Signature: - _____

Name: - _____

Designation: - _____

Company Seal: - _____

Tender Ref: - AAAL/Pest Control/HoE-22/125

Dated: 04-APRIL-2022

Annexure 4

(On Bidder's Letterhead)
Financial Bid

To
Head of Engineering
Room No 205, G+5 Building
I.G.I Airport, Domestic Terminal 1
New Delhi -110037, India (IN)

Dear Sir,

Subject: - Financial Bid as per your Tender Ref: - AAAL/Pest Control/HoE-22/125, dated 04 April 2022

With reference to the subject tender, please find below our best offer in the format desired.

S. No	Work Details/ Description	Quoted Rate (INR)
A	B	D
1	General Pest Control (GPC)	
2	Anti-Rodent Treatment	
3	Anti-Cockroach/Pest Infestation Treatment	
4	Fumigation	
5	<u>Total Price</u>	

Note: -

*The Bidder who has the lowest sum of offered rates for the 04 activities in the above table, at column D would be declared as the L-1/Successful Bidder.

Signature: - _____

Name: - _____

Designation: - _____

Company Seal: - _____

Tender Ref: - AAAL/Pest Control/HoE-22/125

Dated: 04-APRIL-2022

Annexure 5

(On Bidder's Letter Head)
Bidder's Profile

To
 Head of Engineering
 Room No 205, G+5 Building
 I.G.I Airport, Domestic Terminal 1
 New Delhi -110037, India (IN)

Dear Sir,

This is to submit that with reference to your tender Ref. no. **AAAL/Pest Control/HoE-22/125** for the stated requirements therein, kindly find the required information about our firm as below:

S. No.	Requirements	Response
1	Name of Organization / Company	
2	Status: Manufacturer / Service Provider / Authorized Distributor (Attach Letter of authorization)	
3	Type of Organization Legal status (e.g., Incorporated private company, unincorporated business, partnership etc.)	
4	Registered address of the company	
5	Contact Person and Designation Contact details	
7	Other information related to this tender	

Signature and Stamp of Company

(AUTHORISED SIGNATORY)

Name: _____

Designation: _____

Tender Ref: - AAAL/Pest Control/HoE-22/125

Dated: 04-APRIL-2022

(On Bidder's Letter Head)

Annexure 6

To
Head of Engineering
Room No 205, G+5 Building
I.G.I Airport, Domestic Terminal 1
New Delhi -110037, India (IN)

Date:-

Undertaking & Compliance Certificate

Dear Sir,

It is certified that we have studied and understood the terms and conditions of tender Ref. **AAAL/Pest Control/HoE-22/125** for awarding the contract to the certified vendor for the subject requirements. With respect to the same, we hereby undertake and agree to unconditionally abide by all the terms & conditions and scope of services stipulated by AAAL in the tender including all annexure, addendum, and corrigendum.

We also hereby submit that all the details mentioned by us are true and correct and if AAAL observes any misrepresentation of facts on any matter at any stage, AAAL has the absolute right to reject the Bid/proposal and disqualify us from the bidding/selection process.

We confirm that we have noted the contents of the tender and have ensured that there is no deviation in filing our response to the tender and that AAAL will have the right to disqualify us in case of any such deviations.

We certify that the services offered by us for the requirements specified in the tender conform to the specifications stipulated by AAAL. There are no hidden costs to Alliance Air over and above the price quoted in the financial bid.

Signature and Stamp of Company

(AUTHORISED SIGNATORY)

Name: _____

Designation: _____

Date: _____

Tender Ref: - AAAL/Pest Control/HoE-22/125

Dated: 04-APRIL-2022

(On Bidder's Letter Head)

Annexure 7

To
Head of Engineering
Room No 205, G+5 Building
I.G.I Airport, Domestic Terminal 1
New Delhi -110037, India (IN)

Non-Disclosure Agreement

Dear Sir,

We acknowledge that during the course of bidding for tender Ref: **AAAL/Pest Control/HoE-22/125** for awarding the contract to certified vendors for activities stated therein, we shall have access to and be entrusted with confidential information (commercial, technical, scientific, operational, administrative, financial, marketing, business or intellectual property nature or otherwise), whether oral or written, relating to AAAL and its business that is provided to us pursuant to this agreement or during the process of tendering (hereinafter referred to as "Confidential Information").

In consideration of AAAL making confidential information available to us, we agree to the terms set out below:

- vii. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary to preserve such confidentiality,
- ii. We shall use the Confidential Information solely for the purpose of the present Tender only and not for any other purpose whatsoever,
- iii. We shall not disclose any confidential information to any other person or firm without the prior written consent of AAAL.

This Agreement shall continue perpetually unless and to the extent that AAAL may release it in writing.

We acknowledge that no failure or delay by AAAL in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.

Signature and Stamp of Company

(AUTHORISED SIGNATORY)

Name: _____

Designation: _____

Date: _____

Tender Ref: - AAAL/Pest Control/HoE-22/125

Dated: 04-APRIL-2022

Annexure 8

(To be printed on bidder's company letterhead)
Authorization Letter for Attending Bid Opening

To
Head of Engineering
Room No 205, G+5 Building
I.G.I Airport, Domestic Terminal 1
New Delhi -110037, India (IN)

Sub: Authorization for attending the opening of Tender (Eligibility Criteria & Financial Bid)

Tender No: **AAAL/Pest Control/HoE-22/125**
Closing Date: 00.03.2022 up-to 15:00 hours
Opening Date: Time: 00.03.2022 at 15:15 hours

Dear Sir,

The following person(s) is/are hereby authorized to attend the bid opening of the subject tender.

S. No.	Name of the Person Attending Bid	Eligibility Criteria / Financial Bid	Signatures of the Person Attending Bid
1			
2			
3			

Signature and Stamp of Company

(AUTHORISED SIGNATORY)

Name: _____

Designation: _____

Date: _____

Tender Ref: - AAAL/Pest Control/HoE-22/125

Dated: 04-APRIL-2022

Annexure 9

Base

S.No	Base	Number of Aircraft
1	Delhi	07
2	Mumbai	01
3	Kolkata	03
4	Bengaluru	02
5	Hyderabad	03
6	Dibrugarh	02

*ATR42-600 Aircraft base has not yet decided.