

Alliance Air Aviation Limited

Registered office: -

Alliance Air Aviation Limited

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

Tender for selection of OEM/OEM's Supplier/OEM approved Authorized distributor of Engine Oil - SAE-AS5780 or MIL-PRF-23699, Type II for PW127M Engines

Date for submitting Tender Documents:- 06 July 2023, 15:00 Hrs (IST)

Date for opening Tender Bid:- 06 July 2023, 15:30 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 Bidders in any form by Alliance Air Aviation Limited (hereinafter referred to as “**AAAL or Alliance Air**”) shall be subject to the terms and conditions to which such information is provided herein and any other terms and conditions as may be prescribed by 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)**”) in response 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 bidder 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 of 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 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 appoint the successful Bidder, as the case may be. 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 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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Schedule I
Summary of Bidding Information

S. No	Particulars	Details
1	Name of Tender	Tender for selection of OEM/OEM's Supplier/OEM approved Authorized distributor of Engine Oil - SAE-AS5780 or MIL-PRF-23699, Type II for PW127M Engines
2	Cost of Tender Documents	Free to download from the website "www.allianceair.in/tender"
3	Date of issue of the Tender	16 June 2023
4	Period of Contract	Twenty-Four (24) months
5	Pre-Bid Meeting	30 June 2023
6	Bid System	Two Bid System 1. Technical Bid 2. Financial Bid
7	Last Date & Time, for submitting Bid(s) Bid must be dropped in person in Tender Box or sent by registered post or sent by courier to the address as mentioned:-	06 July 2023, 15:00 Hrs. (IST), O/o Material Management Department (MMD) Alliance Air Aviation Limited. Alliance Bhawan, Domestic Terminal -1 I.G.I Airport, New Delhi 110037, Delhi, India (IN)
8	Time and Date of Opening of Technical Bids The tender box will be open on the scheduled date and time at the address mentioned:-	06 July 2023, 15:30 Hrs. (IST), O/o Material Management Department (MMD) Alliance Air Aviation Limited. Alliance Bhawan, Domestic Terminal -1 I.G.I Airport, New Delhi 110037, Delhi, India (IN)
9	Date and Time of opening financial bid. The Financial Bid will be open on the scheduled date and time at the address mentioned:-	Bidder qualifying in Technical Evaluation will be informed through email. O/o Material Management Department (MMD) Alliance Air Aviation Limited. Alliance Bhawan, Domestic Terminal -1 I.G.I Airport, New Delhi 110037, Delhi, India (IN)
10	Validity of Bids	180 Days

Purpose of Tender

Alliance Air is pleased to invite Bid(s) under the Two (02) Bid System to get a regular and uninterrupted supply of **Pratt & Whitney's Approved Engine Oil, specification SAE-AS5780 or MIL-PRF-23699, Type II** from OEM/OEM's Supplier/OEM's approved Authorized distributor.

The successful bidder (L1) shall be fully responsible for supplying Pratt & Whitney Approved Engine Oil – SAE- AS5780 or MIL-PRF-23699, Type II, with a shelf-life not less than **Eighty Percent (80%)** from the date when the items are delivered at AAAL's facility.

Quantity desired in 24 months (as per requirement) to be supplied by successful bidder: -

S. No	Year	Consumption Per Months (Quart)	Annual Consumption (Quart)	Annual Carton Desired for supply
1.	1 st Year	2,000.00	24,000.00	1,000.00
2.	2 nd Year	2,000.00	24,000.00	1,000.00
Total		4,000.00	48,000.00	2,000.00

Above said quantities are indicative, there may be $\pm 10\%$ of the total quantity.

Notice Inviting Tender

From the Office of,

Head of Engineering (HoE)

Alliance Bhawan (Engineering Department),
Domestic Terminal 1,
I.G.I Airport, New Delhi 110037
Delhi, India (IN)

Subject: - **Selection of Pratt & Whitney's Approved Engine Oil – SAE-AS5780 or MIL-PRF-23699, Type II Engine Oil OEM/OEM's Supplier/OEM's approve Authorized distributor for Twenty-Four (24) months on a fixed price.**

All Prospective Bidders,

Alliance Air Aviation Limited ("Alliance Air or AAAL") invites responses ("Bids") to this Tender for the supply of **Pratt & Whitney's Approved Engine Oil of specification – "SAE-AS5780" or "MIL-PRF-23699"** for Twenty-Four (24) months at a fixed price. The complete bidding document is available on the website "www.allianceair.in/tender" to download.

Interested Bidders submit the Technical Bid, consisting of the Technical Bid response in Annexure T1, along with a cover letter, the Variance statement – Technical at Annexure III if any, and the Financial Bid, consisting of Annexure F1, along with a cover letters Annexure IV, the Variance Statement – Financial Annexure V, duly stamped and signed.

A successful bidder (L1) will be selected based on the evaluation criteria described in this Tender.

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 the full understanding of its terms, conditions, and implications.

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.

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 be published in National & International 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.

The tender document/form downloaded from the website (www.allianceair.in/tender) should not be tampered with/modified in any manner. In case, if the same is found to be tampered /modified in any manner, the tender will be completely rejected at any stage of tendering process.

All rights to accept or reject any or all Bids or to withdraw this tender at any stage because of any justifiable reason are reserved with Alliance Air.

Alliance Air Aviation Limited

Schedule II

Introduction and General Details Relating to the Tender

Overview

Alliance Air Aviation Limited (Alliance Air), 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 “**AAAL or Alliance Air**” currently operates a fleet of 18 ATR 72-212A, Version 600, (70/72-seater), 02 ATR42-500, Version 600 and 01 Dornier aircraft under the brand “**Alliance Air**” and operates Domestic and International flights within India and its neighbouring countries.

The majority of the aircraft maintenance of Aircraft is performed by AI Engineering Services Ltd (AIESL). AIESL’s maintenance facilities are approved by the Director-General of Civil Aviation (DGCA) of India, India’s Civil Aviation Regulatory Authority.

The details to be provided in the two bid systems 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 Twenty-four (24) months from the date of executing the agreement between the service provider and Alliance Air, which is further annually extendable maximum for Twenty-Four (24) months on the mutually agreed terms and conditions by both parties.

Schedule III

Terms & Conditions

1. Definitions: -

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

- 1.1. "AAAL", Alliance Air Aviation Limited", Alliance Air" or the Airline" shall mean "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".
- 1.2. "**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 preferably 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.
- 1.3. "**Bid**"/**Proposal**" means the proposal submitted by the Bidder(s) in response to this Tender in accordance with the provisions thereof including Technical Bid and Financial Bid as described along with all other documents forming part in support thereof.
- 1.4. "**Bidder**" or "**Tenderer**" shall mean an eligible entity who has submitted the sealed/closed Bid for this Tender through its authorized signatory or vide Postal, courier or hand delivery or password-protected scanned file through email.
- 1.5. "**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.
- 1.6. "**Successful Bidder**" shall mean the Bidder whose Technical Bid and Financial Bid have been accepted by AAAL and who further declared as L1 after Technical and Financial bid evaluation and LOI is consequently issued by AAAL and the same has been accepted/acknowledged by such Successful Bidder/Tenderer vide a letter. AAAL shall enter into an agreement/contract with the L1 bidder.
- 1.7. 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.
- 1.8. The term "**Day**" shall mean the working business days of AAAL.
- 1.9. The term "**Service(s)**" shall mean the service(s) to be provided by the successful bidders as mentioned in the tender.
- 1.10. The "**L 1**" means bidder with the lowest quote, and "**L 2**" means bidders with the second lowest quote subsequently, similarly subsequently.

2. Terms of Tender

Alliance Air is considering the selection of OEM/Supplier/OEM's Authorized distributor for regular & uninterrupted supply of Pratt & Whitney's Approved Engine Oil, specification SAE-AS5780 or MIL-PRF-23699 for PW127M Engines:-

- | | | |
|----------------------------|-----|------------------------------|
| i. Contract Period | : - | Twenty-Four (24) Months |
| ii. Desired Engine Oil Qty | : - | 48,000.00 Quart (\pm 10%) |

The Applicant(s)/Bidder(s) are required to submit their bids in a sealed/closed envelope, clearly identifiable as follows: -

1. "**Technical Bid**" for the selection of an OEM/OEM's Supplier/OEM's approved Authorised

distributor to supply Pratt & Whitney's Approved Engine Oil – SAE-AS5780 or MIL-PRF-23699 for PW127M Engines installed on Alliance Air's aircraft fleet.

2. **"Financial Bid"** for the selection of an OEM/OEM's Supplier/OEM's approved Authorised distributor to Pratt & Whitney's Approved Engine Oil, specification SAE-AS5780 or MIL-PRF-23699, for PW127M Engines installed on Alliance Air's aircraft fleet.

Important: - Please Complete the Annexures as Provided in this tender with the requested information and submit them as a part of the Bid.

3. Pre-Bid Meeting

In the event of any further clarification(s) relating to this Tender is required to be sought from AAAL, the interested bidder may request the same through email.

For Clarification(s) :- kundan.keshri@allianceair.in

Interested bidder(s) may also request for Videoconference (VC) call with AAAL's official assigned for this tender on the date and time mentioned above. Such VC conducted by AAAL officials with the bidder(s) would also be documented by preparing the records note of discussion and filled accordingly. Such VC should be scheduled no later than Seven (07) days prior to the closing date and time of the tender.

AAAL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, considers appropriate for facilitating a fair, transparent and competitive Bidding process. **However, AAAL reserves the right not to respond to all/any questions or provide any clarifications in its sole discretion and nothing contained herein shall be taken or read or assumed as compelling or requiring AAAL to respond to any question(s) or to provide any clarification(s).** AAAL may also on its own motion if deemed necessary, issue interpretations and clarifications regarding this Tender documents. Verbal clarifications and information(s) given by AAAL, or its employees or representatives shall not be in any way or manner be binding on AAAL.

4. Instructions/ Information to Bidders: -

4.1 General Instructions

- i. The Bids shall be typed/handwritten in the English language only, 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 or password-protected scanned file through email. It is hereby clarified that Bids sent only by the mode mentioned hereinabove shall be accepted by Alliance Air. Bids sent by any other mode may be liable to be rejected.
- iii. The Bidder shall abide by the Tender Conditions and submit their Bids in accordance with the requirement laid down in this Tender and complete the annexed form of Tender and information called for therein and shall sign and date each page of the documents.
- 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. Bidders shall 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.
- vi. 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.
 - vii. All Bidders are 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 shall be rejected by AAAL.
 - viii. 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.
 - ix. Bidder shall be required to sign all pages of the Technical Bid and the Financial Bid, and all signed pages should be in ascending order, along with an index of submissions. The individual signing the Tender or other documents in connection with the Tender should submit proof of being an authorized signatory and certify the capacity in and/or authority in which they are signing the Bid.
 - x. All financial quotes must be in USD (\$) only. Further, the price quoted should remain valid for acceptance for a minimum period of 180 days from the date of opening of the Financial Bids or such period as mutually agreed by AAAL and the Bidder, beyond the initial 180 days.
 - xi. The Financial Bid should be quoted in USD (\$) only as per the format for the Financial Bid in Annexure F1.
 - xii. The quoted rates should be clearly typed or handwritten in figures as well as in words and should be free from over-typing or overwriting. Overwriting/overtyping, if any, must however be authenticated by full signature by the authorized signatory who signs the Bid and should be duly stamped.
 - xiii. Alliance Air reserves the right to award the contract to the successful bidder as it may deem eligible as per its requirements.
 - xiv. 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.
 - xv. 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 a reasonable time for Tenderers to take such amendments into account for the preparation and submission of their Bids, Alliance Air may, at its discretion, extend the last date for the submission of Bids through an announcement on its website.
 - xvi. 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, other

than what 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.

- xvii. 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 and negotiations with the Successful Bidder, etc. Alliance Air will not be responsible or liable for any such costs, regardless of the conduct or outcome of the bidding process.
- xviii. AAAL may extend the date for submitting the Bids and/or opening of the Tender if Considered necessary at its sole discretion. Amendments/clarifications/Addendums, if any, to the Tender documents including changes in the dates, time and place for submitting the Bids and/or opening the Tender would be hosted/notified/displayed on the website of Alliance Air, www.allianceair.in/tender, and no such separate communication will be sent in this regard.
- xix. The Bidders may therefore visit Alliance Air's website regularly till the date of closing of the Tender. Queries, if any, in respect of the Tender may be addressed to the following officials.

Technical Queries	For Queries on Tender Clauses.
Head Of Engineering (HoE) Alliance Bhawan (Engineering Dept). Domestic Terminal 1, I.G.I Airport New Delhi 110037, Delhi, India (IN) Email: - headengg@allianceair.in	Material Management Department (MMD) Office Alliance Bhawan Domestic Terminal-1, I.G.I Airport, New Delhi 110037, Delhi, India (IN) Email: - mmd@allianceair.in

- xx. AAAL shall endeavor to respond to the queries raised or clarifications sought by the bidders. However, AAAL reserves the right not to respond to any or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring AAAL to respond to any query or to provide any clarification. No queries and or communication-related to this tender shall be entertained after the last date and time of receipt of bids.
- xxi. The acceptance of the Tender Bids is subject to AAAL receiving requisite approvals from its Board and concerned Regulatory/Government authorities etc.
- xxii. AAAL reserves the right to terminate the process of tendering at any stage, and not to proceed further at its sole discretion, without assigning any reason thereof without notice or liability. AAAL also reserves the right to reject any Bid (Partially/in its entirety) without assigning any reasons whatsoever and without any liability whatsoever. AAAL reserves the right not to award the contract to a successful or any bidder.

Any queries or requests for additional relevant information concerning this tender shall be submitted in writing or e-mail to the officer designated below: -

Executive Director (Engineering)

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

5. Bid Submission

- i. Bids should be submitted on the letterhead of the Bidder's company with all pages duly stamped and signed by the authorized signatory/signatories of the Bidder's Company.
- ii. The bid should be valid for a period of at least 180 days from the last date for submitting the Tender.
- iii. Bidders are required to submit two separate sealed envelopes superscribed as Technical Bid and Financial Bid respectively. These shall also be superscribed on each of the envelopes as **"Tender for Selection of an OEM/OEM' Supplier/OEM approved authorized distributor to supply Pratt & Whitney's Approved Engine Oil – SAE-AS5780 or MIL-PRF-23699 for PW127M Engines installed on Alliance Air's aircraft fleet"**.
- iv. 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.
- v. The two-bid system i.e., **Technical Bid** and **Financial Bid**, being adopted for this Tender, the process will be carried out in 2 stages. Technical Bids will be opened at the venue mentioned above at a specified time and date, and the financial bid of bidders who qualifies in the technical bid will be opened later.
- vi. The tender response is to be made in a Two (02) Bid system, i.e.
 - a. Technical Bid
 - b. Financial Bid.
- vii. No changes will be permitted to the Bid document after the opening of the bids.
- viii. Bidders are advised to quote strictly in accordance with the formats in Annexure I to Annexure V and Annexure T1, Annexure F1 enclosed with the Tender Document. Otherwise, the Bidder may invite the risk of disqualification of their Bid from further tendering process.
- ix. Interested bidders have to submit the "Technical Bid" and "Financial Bid" through the below-mentioned mode: -
 - a. Hard Copies in two (2) separate sealed/closed envelopes, Super Scribed in bold.
 - i. **"Technical Bid" for Tender for Selection of an OEM/OEM's Supplier/OEM approved authorized distributor to supply Pratt & Whitney's Approved Engine Oil – SAE-AS5780 or MIL-PRF-23699 for PW127M Engines installed on Alliance Air's aircraft fleet"**.
 - ii. **"Financial Bid" for Tender for Selection of an OEM/OEM's Supplier/OEM approved distributor to supply Pratt & Whitney's Approved Engine Oil – SAE-AS5780 or MIL-PRF-23699 for PW127M Engines installed on Alliance Air's aircraft fleet."**
 - iii. Both envelop should be submitted in **"Master Envelope"** in sealed/closed condition, superscribed in bold with **"Tender for Selection of an OEM/Supplier/OEM's authorized distributor to supply Pratt & Whitney's Approved Engine Oil – SAE-AS5780 or MIL-PRF-23699 for PW127M Engines installed on Alliance Air's aircraft fleet "**.

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

O/o Material Management Department (MMD)

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

The last date of receipt of bids is 06 July 2023 latest by 15:00 Hrs. (IST).

- iv. Additionally,
 - a. Bid submitted by mode other than mentioned above i.e online mode or bid through email or bid submitted by Fax will not be accepted and will be summarily rejected.
 - b. If the Bidder so desires, a duly authorized representative of the Bidder's company/organization can be present at the time of opening of the Tender. The representative must carry an authority letter from the Bidder's Company/Organization authorized signatory for participating in the Tender opening, a copy of which may preferably be sent by e-mail in advance to the address specified above.
- x. Acceptance of the terms & conditions of this Tender should be expressly indicated by the Bidder in its offer. Any terms & conditions, which are not acceptable, should be specified in the Variance Statement of Terms & Conditions as per the format in Annexure III in respect of technical requirements & conditions and Annexure IV in respect of General and Financial terms & conditions. In case no variance is given by the bidder in its Bid, the same shall not be considered during the techno-commercial or Agreement's terms & conditions discussion stage.
- xi. Terms that are not specified in this Tender by Alliance Air and the Bidder wants to add should also be specified in the Variance Statement of Terms & Conditions (if any) as per the format in Annexure III in respect of technical & financial requirements in respect of terms & conditions.
- xii. If any bid(s) are received after the Due date and Time, such Bids will be declared invalid and will be rejected. Alliance Air reserves itself the liberty to reject all or any Bid Without assigning any reason.

Note: -

- a. Bidders should not disclose the financial terms in any other part of their bid other than Financial Bid format in Annexure F1.
- b. A conditional bid will not be considered for the evaluation and the same will be solely rejected.
- c. If a Bidder submits more than one Bid, all the Bids submitted by the Bidder would be summarily rejected.

6. 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** – Evaluation of the Technical Bid(s).
 - Stage 2** – Evaluation of the Financial Bid(s).
- ii. Bidders will have to qualify through each stage to progress to the next stage of evaluation.
- iii. The evaluation of the bid/s shall be performed as per the methodology provided under the provisions relating to the evaluation of the bid/s as specified in Annexure IV.
- iv. The Bids of only those Bidders whose Technical Bids have been assessed by Alliance Air as meeting the minimum requirements spelt out in Annexure T1 will be taken up for Financial Bid evaluation.

7. Exemption / Preference to MSE units:

1. As per the Public Procurement Policy for Micro and Small Enterprises (MSEs) preference will be provided to MSEs as per the prevailing policy as formulated by the 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
 - 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.
 - h. Udyog Aadhaar
2. MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the particular tendered item along with their bid.
3. The MSEs registered with District Industries Centers must submit the **Acknowledgement of Entrepreneur Memorandum (EM) Part-II** along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit a valid NSIC registration certificate along with their bid.
4. Micro and Small Enterprises not registered for the particular trade/item for which this tender is relevant, would not be eligible for exemption/preference.
5. The registration certificate issued from any one of the above agencies must be valid as of the close date of the tender. The Successful Bidder should ensure that the same is valid till the end of the Contract period.
6. 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.
 - a. Exemption from submission of EMD – EMD is not applicable to MSE units only.
 - b. Security Deposit- The Successful Bidder (MSE/Non-MSE) will be required to submit the Security Deposit as applicable on the Contract value. However, in the case of MSE Bidders, the Security Deposit/Bank Guarantee can be submitted on yearly basis renewable every year.
 - c. Price Preference- The MSEs registered with the above-mentioned agencies/bodies for the Tendered Service and quoting price within the price band of L1+15% (fifteen per cent) shall also be allowed to supply a portion of the requirement by bringing down their price to the price quoted by L1 in a situation where the price quoted by the L1 Bidder (the “L1 Price”) is from other than an MSE and such MSE shall be allowed to supply up to 20 % (twenty per cent) of total Tendered value/service. In case of more than one such MSE(s) are in the price band of L-1 + 15% and match the L-1 Price, the 20% value shall be shared proportionately.

In case of split Tender value/service, the following shall apply –

- a. L1 Bidder whether MSE or non-MSE i.e., irrespective of his status shall be awarded the quantity as per the ratio eligible for L1 Bidder, as mentioned under Section D: Price Bid Evaluation Criteria (PBEC).

- b. MSEs in the price band of L1 +15% and matching the L1 Price will be awarded 20% of the
 - c. Tendered value/service equally from the ratio eligible for the L2 Bidder. The balance quantity/value will be awarded to L2 Bidder provided they match the L1 Price.
 - d. For example: If a split ratio of 60% of the Tender value/services to L1 Bidder and 40% of the Tender value/services to L2 Bidder then:
 - o 60% of the Tendered services/value will be awarded to the L1 Bidder irrespective of his status of being an MSE or a Non-MSE
 - o All MSEs in the L1 + 15% price band and matching L-1 Price shall be awarded 20% of the Tendered services/value equally from the 40% of the Tendered services/value to be awarded to the L2 Bidder.
 - o The remaining 20% of the Tendered services/value will be awarded to L-2 Bidder, provided they match the L1 Price.
 - o In case the MSEs do not match the L1 Price, then 40% of the quantity/value will be awarded to the L2 Bidder provided they match the L1 Price.
 - o If the L2 Bidder does not match the L1 Price, then the entire Tendered services/value will be awarded to the L1 Bidder.
7. **Preference for MSEs owned by Scheduled Castes or Scheduled Tribes (the “SC/ST MSE”)** – Within the above given 20% (Twenty Percent) quantity, a purchase preference of four per cent (that is, 20 (twenty) per cent out of 20 (twenty) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs if they participate in the Tender process and match the L1 Price. Provided that, in event of failure of such SC/ST MSE to participate in the Tender process or meet Tender requirements and L1 Price, the aforementioned four per cent of the Tender services/value reserved for SC/ST MSE shall be met from other MSEs.

MSEs would be treated as owned by SC/ ST entrepreneurs:

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

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

8. Basis of Evaluation

8.1. Technical Bid

Contains conditions, which are “**Mandatory**” (Annexure T1) and need to be fulfilled by the Bidders. The response for each of the conditions in this Part shall only be written as ‘YES’. Only those Bids that contain the response ‘YES’ against all the conditions, will be eligible for further processing. For the avoidance of any doubt, if the response to any of the condition(s) in Annexure(s) read as “NO”, or “Noted” or is left blank, the bid will not be processed any further and no evaluation will be done further. The Bidder will be rejected, and their Financial Bid will not be

taken up for further evaluation.

8.2. Financial Bid

Bidders have to provide their quotations as mentioned in Annexure F1. The “L1” bidder will be decided based on the quotation found to be lowest after the Financial Bid evaluation by Alliance Air.

9. Earnest Money Deposit (EMD): -

- a. Bidders should make payment of **₹ 12,00,000.00** (Rs. Twelve Lacs only) towards EMD by account payee **Demand Draft / Banker's Cheque** only from a Commercial bank, in favour of **“Alliance Air Aviation Limited”**, payable at **“Delhi”** along with the Technical Bid in sealed/closed envelope. EMD should be issued/confirmed from any Commercial bank, preferably an Indian bank in an acceptable form and should be valid for a period of 45 days beyond the bid validity period.
- b. **EMD submitted by successful bidder will be converted to “Security Deposit”. Monetary difference of Security Deposit and EMD will be submitted by successful bidder through mutually agreed mode of payment.**
- c. The Bidder should mention the Tender number along with his full name and address on the envelope containing the EMD. Such DD/Banker's cheque may not be considered if the Bidder fails to legibly mention the Tender number along with his full name and address on the envelope containing the EMD. It is hereby clarified that the EMD paid through cash and/or cheque shall not be accepted by AAAL.
- d. If the Bidder is an MSE unit and claims exemption from submission of EMD, in such an event the Bidder shall submit a copy of the relevant MSE certificate at the address mentioned in the tender along with the submission of the Technical Bid, for their Bid to be considered as per the Tender.
- e. EMD in any other mode other than what is specified above will not be accepted.
- f. EMD will not carry any interest.
- g. EMD submitted through DD/Banker's Cheque will be returned to unsuccessful bidder within 90 days of award of the Contract in favour of the Successful bidder.
- h. EMD of a Bidder will be forfeited if the Bidder withdraws or amends its Bid after the due date, impairs or derogates from the Tender in any respect, or declines to accept or honour the Contract if awarded in his favour within the Bid validity period.
- i. AAAL reserves the right to reject / not consider the Bid if it has been received without EMD or proof of submission/details thereof or the EMD has been submitted in a mode other than as specified above, or a valid proof of exemption from submission of EMD has not been provided.

10. Security Deposit

1. The Successful Bidders would be required to submit an interest-free refundable Security Deposit through Demand Draft/Banker's Cheque equal to 3% of total tender value or the Security Deposit could be paid by the Successful Bidder by executing irrevocable performance Bank Guarantee in favour of AAAL for an equivalent amount as stated above (**“Performance Bank Guarantee”** and **“PG”**). The expenses incurred towards submission of the Security Deposit / Performance Bank Guarantee will have to be borne by the Successful Bidders. The Security Deposit/Performance Bank Guarantee shall be retained by AAAL through the period of the Agreement and till completion of the Warranty, post which, the Security

Deposit/Performance Bank Guarantee shall be returned/discharged by AAAL within 3 (three) months.

2. The successful bidder shall submit the Security Deposit/ Performance Bank Guarantee within Fifteen (15) days prior to the execution of the agreement. The Performance Bank Guarantee should be valid for Ninety (90) days beyond the completion of the Warranty. It is clarified that the Performance Bank Guarantee shall be the stand-alone document to the agreement in case the same is furnished by the Successful bidder.
3. The Security Deposit/Performance Bank Guarantee will not carry any interest.
4. Notwithstanding anything mentioned to the contrary in this Tender or the Agreement, upon any default or breach of obligations by the Successful Bidder under the agreement, AAAL may at its sole discretion invoke the Security Deposit/ Performance Guarantee to satisfy its claim against the Successful Bidder by way of imposition of damages or otherwise, irrespective of any other remedy under this Tender or the Agreement. In such an event, the Successful Bidder shall be obligated to ensure that the Security Deposit/ Performance Bank Guarantee is restored to its original value within seven (07) working days from such invocation failing which the same shall be deemed as a material breach by the Successful Bidder and entitle AAAL to terminate the Agreement.
5. Bidders registered under MSE are not excluded from depositing security deposits. In such case, the security deposit can be deposited on annual basis, renewable annually. The last year's BG should be valid for a period of sixty (60) days beyond the contract period.
6. In case, a security deposit is not deposited as per the terms and conditions of the Tender and the Contract before the commencement of the services, the invoices submitted by the Successful bidder shall not be further processed till the deposition of SD.
7. In case, a successful bidder failed to submit SD within Forty-five (45) days from the date of award of the contract, AAAL reserves the right to terminate the contract and re-issue a fresh tender for getting the Engine Oil.
8. In case of breach of contract or violation of any terms of the Contract, the Security Deposit shall be forfeited/ BG be involved.

10. Payment Terms

- a) The payment(s) would be made by AAAL within Forty-Five (45) days from the receipt of the Complete Invoice, through wire transfer. The invoice sent by the successful bidder must be complete with relevant enclosures.
- b) If a credit term is offered for less than Forty-Five (45) days from the date of the Invoice, a loading @ 0.05% per day, will be applied for comparative evaluation of the financial bid.
- c) Invoicing address for payment will be notified in the Agreement.
- d) A discount, if any are offered, shall be adjusted with each invoice.
- e) It is clarified that whenever under the Agreement any sum of money is recoverable from the bidder, AAAL shall be entitled to recover/deduct such sum from the payment(s) due to the L1 bidder and/or Security Deposit or Performance Bank Guarantee held by AAAL. In the event said Security Deposit/Performance Bank Guarantee is insufficient, the balance of the total amount recoverable shall be deducted from any sum due to the L1 under the agreement or any other contract with AAAL. In case, this collective amount seems insufficient to cover the said full amount recoverable, the L1 bidder shall pay to AAAL on demand the balance amount, if any, within Fourteen (14) days of the demand with applicable 18% interest on the amount from the due date specified in the demand notice. If any amount due to AAAL is so set off against the Security Deposit/Performance Bank Guarantee is restored to its original value within Seven (07) working days from such set-off. Non-Restoration of Security Deposit/ Performance Bank Guarantee will be treated as the event of default, leading to the right of

AAAL to take appropriate remedial action against the vendor, including termination of the Agreement.

11. Documents required for processing the payments.

The bidder shall agree to provide to AAAL all such documents required for processing the payments, including but not limited to, a copy of its **Indian Permanent Account Number (PAN)**, (as per Indian Income Tax requirement) and a **No Permanent Establishment (No PE) Certificate** or **Declaration to this effect whenever required, Tax Residency Certificate (TRC)** and **Form 10 F** (as per Indian Income Tax Requirement).

Note:-

- i. Alliance Air shall reverify the No Permanent Establishment (No-PE) certificate on each date of payment.
- ii. Form 10 F must be provided in a soft copy.

12. Mode of Payment

Payment will be made through wire transfer mode. Successful Bidder should provide their bank details to enable AAAL to remit the payment.

13. Validity of Price

- a) The quoted rates should remain firm till the completion of the first Twenty-four (24) months from the date of signing of the Agreement.
- b) All orders received during the term of the contract must be completed by the Successful Bidder at the contract rates notwithstanding that delivery is to be made after the expiry of the Agreement. For a further Twenty-Four (24) months extension, the price will be mutually agreed upon.

14. Escalation in Cost

There will be no price escalation for the first Twenty-Four (24) months, in case the agreement has been extended for the next Twenty-Four (24) months price escalation will be mutually agreed upon.

15. Price Negotiation

As it is not the general norm for AAAL to carry out price negotiations with any Bidder, other than the most competitive Bidder (in the case of this Tender L-1), the Bidders are advised to submit their best quotes in the very first response to this Tender as per the commercial Bid format enclosed at Annexure F1.

16. Warranty

- a) Bidders are required to agree to provide a standard warrant.
- b) Applicant/Bidder is also required to agree to take up any Warranty claims/issues with manufacturers on behalf of AAAL without any applicable costs.

17. Quality Audit

L1 bidder agrees that AAAL's quality control personnel shall visit their facility as and when required, for the quality audit.

18. Agreement

After evaluation of the offers, AAAL will enter into an agreement with the successful Bidder for a period of Twenty-Four (24) months, as per the terms & conditions of this Tender and the negotiated terms, from the date of signing of the agreement, further extendable for a period of Twenty-Four (24) months in yearly increment at the sole discretion of AAAL, unless terminated by either party, giving to the other party not less than Ninety (90) days in advance written notice prior to the date such termination becomes effective.

19. Notifications

Any liquidation/merger/takeover/ amalgamation of the prospective L1 bidder should be intimated to AAAL promptly. In such an eventuality, AAAL reserves the right to continue/discontinue the contract/ Agreement. If AAAL chooses to continue, the L1 bidder should agree to reimburse any resultant cost burden on AAAL, due to such liquidation/merger/takeover/ amalgamation of the prospective L1 bidder.

20. Termination

- 20.1. Prior to the execution of the agreement between both parties, either party may terminate the agreement by giving to the party one hundred eighty (180) days' written notice.
- 20.2. If, as a result of an unforeseen event (Force Majeure) or any other reason (other than Vendor's willful misconduct, not directly attributable to AAAL or an intentional breach in the performance of its obligations to deliver the service(s) under and subject to the conditions in the agreement), takes place after the execution of the agreement or does not happen, AAAL shall be entitled to terminate the agreement.
- 20.3. AAAL can terminate the contract of the successful Bidder with immediate effect at its sole discretion if the Successful Bidder has committed any corrupt and/or fraudulent practice, an offence under the Provision of Corruption Act, 1988 as amended from time to time, or any other applicable guidelines issued by the Central Vigilance Commission time to time.
- 20.4. AAAL and/or the Successful Bidder may terminate the contract in case of the prevalence of a Force Majeure Event in the manner provided in the contract and Clause 34 (Force Majeure) hereunder.
- 20.5. Upon termination of this contract for any reasons stipulated herein, the Successful Bidder shall return all the Property including Confidential Information of AAAL to AAAL that may be in the Successful Bidder's possession, within seven (07) days from the date of termination. The Successful Bidder agrees that withholding such property including Confidential Information beyond the stipulated time period may attract consequences including but not limited to injunctive reliefs and any other equitable remedies available under the provision of law.

21. Regulatory Agency Clearances

The Bidder is also required to confirm that it has obtained the required approvals of relevant authorities and/or agencies to offer the subject Engine Oil -SAE-AS5780 or MIL-PRF-23699, Type II, under this Tender. The Bidder is also required to submit proof on the letterhead of the Bidder company that the person signing the Bids is authorized to do so and act on behalf of the Bidder.

22. Dispute Resolution, Jurisdiction and Governing Law

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

23. Indemnity

The Successful Bidder shall hold harmless and indemnify AAAL (ALLIANCE AIR) from and against any and all damages, losses, and expenses arising out of any claim directly attributable to deficient Services, willful misconduct or gross negligence of the vendor including but not limited to claims from tax authorities or for infringement of patents, copyrights, design etc. for use or supply of products/services by them pursuant to the execution of the Agreement. Similarly, Successful Bidder shall at its own cost defend and indemnify ALLIANCE AIR against any third-party claims, or rights, including but not limited to trademark, trade secret, industrial disputes on designs etc. for the use of products by them in fulfilment of/ discharging the obligations under the Agreement.

24. Fraudulent Practices

Alliance Air requires that Bidders observe the highest standard of ethics during the bidding process and execution of contracts. In pursuance of this, AAAL,

- a. Shall reject the Bid for the award if it determines that the Bidder recommended for the award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- b. 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.
- c. Shall rescind the contract forthwith, in case of successful Bidder adopting fraudulent/corrupt practices during the currency of the contract.

25. Litigation History

The Bidder should provide accurate information about any litigation or arbitration resulting from contracts for providing services similar to the ones sought in this tender, if any, in the past since the time it has been in the business of its incorporation, if any. A consistent history of awards against the Bidder may result in the rejection of the Bid. Suppression of any information or material in this regard would be construed as a fundamental breach and AAAL reserves its right to take appropriate action including cancellation of the Bid, termination of the Contract/Agreement as the case may be, Blacklisting the Bidder etc., as may be deemed fit and proper by AAAL at any time without requiring giving any notice to the Bidder in this regard.

26. Blacklisting of Bidder

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

- a. Terminate the contract/LOI/Term Sheet/Initial Contract.
- b. Such a bidder will also not be eligible to participate in the relevant tender hosted by AAAL for the next three (03) years.

27. Contract

After evaluation of the Bids, Alliance Air Aviation Limited will enter into the Agreement with the selected bidder for the agreed terms and conditions of this Tender and the negotiated terms (the "Contract"). All disputes and differences, if any, arising out of this Tender shall be subject to Indian Laws and shall exclusively be subject to the jurisdiction of the Courts of New Delhi, India. By submitting their Bid, the Bidders also unconditionally agree to the said jurisdiction.

28. 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 for Twenty-Four (24) months from the date of execution of the agreement by both parties terminated earlier as per the terms and conditions of the tender.

29. Fall Clause

The prices quoted for services/item(s), mentioned herein or in this tender, supplied under the Contract should under no event be higher than the 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.

30. Draft Agreement

It is desired that the bidder submits a copy of their draft agreement along with the Technical Bid, without the cost components.

31. Grounds for Rejection of Bids

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

- a. If the Bid has been received after the due date/time of submission of the Bids.
- b. If the Bid has not been signed by the authorized signatory of the Tenderer.
- c. If the Tenderer's response is not received as mentioned in the Tender document.
- d. 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.
- e. If the price indication has been provided in the Technical Bid.
- f. 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,
- g. If the Bid has been received without the undertaking of acceptance of all terms & conditions.
- h. If the Bid (Technical/Financial) is incomplete.
- i. If the Bid received is conditional.

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

32. Exit Clause

- a. AAAL shall have the right to terminate the Agreement without assigning any reason whatsoever by giving 3 (Three) months advance notice in writing to the successful bidder.
- b. If there is a change in AAAL's requirements, AAAL shall terminate the Agreement by giving (3) three months' advance notice in writing to the successful bidder. In such case, the L1 bidder shall not be entitled to any compensation whatsoever for any costs incurred or to be incurred on this account.
- c. AAAL shall be entitled to terminate the Agreement under any of the following circumstances:
 - i. If the L1 bidder commits any breach of the terms and conditions of the Agreement, which breach is not remedied by the L1 bidder within 1 (one) month after receipt of the written notice from AAAL requiring the Successful Bidder to rectify the said breach.
 - ii. In the event of unsatisfactory progress/execution and frequent delays/extensions to the project or failure to execute the contract solely attributed to the bidder, AAAL shall be entitled to terminate the Agreement by giving 1 (one) month's written notice to the bidder.
- d. It is clarified that in the event of termination of the Agreement, the L1 bidder shall be liable to complete all the open work orders in hand and deliver all items in the time frame as decided upon by AAAL and informed to the bidder.

33. Disqualification of Bid

- a. 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.
- b. Further Bidders are subject to be disqualified if Bidder/Tenderer or any of its constituent partners/directors (as applicable) have:

- i. 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
- ii. 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.
- iii. been debarred by Alliance Air or its affiliates as on the date of submission of the Bid.
- iv. been into any kind of running legal dispute or arbitration in the past /present with Alliance Air or its associated companies within the last 5 (five) years.
- v. A Bidder who submits more than one Bid will cause all the Bids with such Bidder's participation to disqualify.
- vi. In addition to the above, Alliance Air shall be entitled to:
 - a) Reject the Bid or proposal for the award of the Contract; or
 - b) 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.
- vii. In addition to the above-mentioned remedies, Alliance Air shall declare the said Bidder ineligible and blacklist such Bidder for three (03) years.

34. 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 circumstances which are 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 "Page 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 30 (thirty) 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.

35. Subcontracting

L1 bidder shall not be allowed to sub-contract or delegate or outsource or assign the project contract or any of the activities of the project contract to any third party, without the prior written consent of AAAL.

36. Contract Survivability:

36.1. In the event either party 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, on the same terms and conditions.

36.2. Notwithstanding anything mentioned to the contrary, AAAL shall have the right to terminate the Agreement and claim liquidated damages in case the L1 bidder is acquired by or merges with any third-party entity during the subsistence of the Agreement and is thereby unable to undertake the maintenance services as contemplated herein or in the Agreement.

37. 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.

38. 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.

39. Amendment of Tender Document

39.1. 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 prospective Bidder, modify this Tender document by an amendment.

39.2. The amendments if any will be notified on the website "www.allianceair.in" and will be binding on the Bidders to comply with. The Bidders are therefore advised to visit the website regularly till the date of closing of the Tender. No separate information would be given in the newspaper.

39.3. In order to afford a reasonable time for the Bidders to take such amendments into account for the preparation and submission of their Bids, AAAL may, at its discretion, extend the last date for the submission of Bids through an announcement on its website only.

40. Amendment of Agreement

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.

(Head of Engineering)

Alliance Air Aviation Limited

Annexure I

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

Format for Submitting Bidder's Profile

a. Profile of the Bidder

S.No	Particulars	Details (attach documentary proof where required)
1.	Name of Bidder's Company Address of Bidder's Company	
2.	Contact Person(s) Name with contact Details	Name:- Contact No.:- Email:-
3.	The bidder is required to submit proof on the letterhead of the bidder's company that the person signing the bid is authorized to do so and act on behalf of the bidder.	
4.	OEM or OEM's Supplier or OEM approved Authorized distributor. (Attach documental proof)	
5.	The Bidder agrees to provide the regular uninterrupted supply of Pratt & Whitney's Approved Engine Oil – SAE-AS5780 or MIL-PRF-23699 for PW127M Engines for continuous twenty-four (24) months on agreed terms and conditions. Contract annually extendable for the next twenty-four (24) months.	
6.	Does the Bidder have a PAN issued by Indian Tax Authorities? If yes, PAN Number	
7.	Bidder must quote all the prices in Jan 2023 Economic Conditions. The quoted price should be valid for at least 180 days from the date of	

	opening the Financial Bids or for such a period as mutually agreed by AAAL and the bidder, beyond the initial 180 days. The price quoted should be in USD (\$) only.	
8.	The Bidder(s) is also required to confirm that it has obtained the required approvals to offer its services under this Tender.	
9.	<p>Regulatory Agency(ies) Clearances</p> <p>The agreement execution will be subject to requisite approvals of the AAAL Board and related Government/ Regulatory Agencies such as Reserve Bank of India (RBI), DGCA, India etc. and Export/Import approvals required, if any.</p>	
10.	<p>Security Deposit</p> <p>As per clause 10, page 16 of 48</p>	
11.	<p>Does bidder be registered MSE? If Yes, Please enclose documentary proof &</p> <ol style="list-style-type: none"> 1. Registration Certificate No. 2. Date of Issue 3. Valid up-to. 4. Expiry date (if any) 5. Does Bidder fall under the category of Scheduled Caste (SC) or Scheduled Tribe (ST)? If yes, <ol style="list-style-type: none"> a. kindly attached the documental proof. b. Shareholding by participating bidder (in percentage) in case of partnership. 	

Annexure II

(On Bidder's Letter Head)

Covering Letter for Technical Bid

Executive Director (Engineering)

Alliance Air Aviation Limited,
Alliance Bhawan (Engineering Dept),
Domestic Terminal 1, I.G.I Airport,
New Delhi 10045, Delhi,
India (IN)

Subject:- **Technical Bid for Tender for selection of OEM/OEM's Supplier/OEM approved Authorised distributor to supply Pratt & Whitney's Approved Engine Oil – SAE-AS5780 or MIL-PRF-23699 for PW127M Engines.**

Dear Sir,

With reference to your Tender Ref No:- **Tender Ref: - AAAL/Engine-Oil/ED-F23/241**, Dated 16 June 2023 for the selection of OEM or OEM Supplier or OEM approved Authorised distributor to supply Pratt & Whitney's Approved Engine Oil – SAE-AS5780 or MIL-PRF-23699 for PW127M Engines.

We submit **Annexure T1** as our response along with Statement of Variance as **Annexure III (Technical)**.

We also agree to the General Terms & Conditions of your Tender detailed in **Schedule III**. We hereby confirm that our offer submitted above is valid for 180 (one hundred and eighty) days from the last date of submission of the Bids against this Tender.

All the specifications, terms and conditions of your Tender have been read, understood and hereby agreed upon.

Enclosures:-

Signature:- _____

Name:- _____

Designation:- _____

Company Seal:- _____

Annexure T1

(On Bidder's Letter Head)

Technical Bid

S. No	Particulars	Specifications	Desired Response	Bidder's Response
1	Product	P&WC Approved Engine Oil	Yes	
2	Brand	<ol style="list-style-type: none"> 1. Aero Shell Turbine Oil 500 (Type II standard) Or Aero Shell Turbine Oil 560 (Type II HTS) 2. Royco Turbine Oil 500 3. Mobil Jet Oil II 4. Castrol 5000 5. BP Turbo Oil 2380 or Eastman Turbo Oil 2380 6. Turbonycoil 600 (TN600) 	Only a Single brand has to be supplied. (Mixing of Engine Oil of different brands is not acceptable, such bids will be summarily rejected. (Yes)	
3	Specification	<ol style="list-style-type: none"> 1. SAE-AS5780 and/or 2. MIL-PRF-23699 Type II (5 Centistoke). As per specifications released by P&WC for PW127M Engine	Yes	
4	Unit Packaging	Only in " Quart " and should be kept in a carton, the carton must be strong enough to bear the total carton weight while handling/shipping. (As per standard)	Yes	
5	Shelf Life	<ol style="list-style-type: none"> 1. Minimum Eighty Percent (80 %) Shelf-Life at the time of delivery. 2. Shelf-life details of the items have to be clearly indicated on the items by way of easily identifiable labels or marks. 	Yes	
6	Storage	Legible Instructions related to special storage or preservation of the item have to be clearly mentioned on the	Yes	

		outer packing box/carton as well as on the item. The method adopted by the bidder has to be clearly mentioned in the proposal.		
7	CoA/ CoO/ CoC	Supply should be attached with a Certificate of Analysis (CoA), Certificate of Origin (CoO), and Certificate of Conformity (CoC) for each Delivery	Yes	
8	Warranty	Standard manufacturer's warranty	Yes	
9	Oil analysis	Oil Analysis facility by OEM or OEM Supplier or OEM's approved Authorized Distributor.	Yes	

Annexure III

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

Format for submitting Variance Statement of Terms & Conditions

Variance Statement-Technical Bid Requirements and General Terms & Conditions

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

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

b. Additional Technical Terms & Conditions Specified by the Bidder

S. No	Ref	Description of Additional Terms & Conditions

*Additional pages may be used if required.

Signature:- _____

Name:- _____

Designation:- _____

Company Seal:- _____

Annexure IV

(On Bidder's Letter Head)

Covering Letter for Financial Bid

O/o Head of Engineering (HoE)

Alliance Air Aviation Limited,
Alliance Bhawan (Engineering Dept),
Domestic Terminal 1, I.G.I Airport,
New Delhi 10045, Delhi
India (IN)

Subject:- **Financial Bid for Tender for selection of** an OEM/OEM's Supplier/OEM approved authorised distributor to supply Pratt & Whitney's Approved Engine Oil – SAE-AS5780 or MIL-PRF-23699 for PW127M Engines installed on Alliance Air's aircraft fleet.

Dear Sir,

With reference to your Tender Ref No:- **Tender Ref: - AAAL/Engine-Oil/ED-F23/241**, Dated 16 June 2023 for the selection of an OEM/OEM's Supplier/OEM approved authorized distributor to supply Pratt & Whitney's Approved Engine Oil, specification SAE-AS5780 or MIL-PRF-23699, for PW127M Engines installed on Alliance Air's aircraft fleet., we submit our best offer in the form at Annexure F1.

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 180 (one hundred and eighty) days from the last date of submission of the Bids against this Tender.

All the specifications, terms and conditions of your Tender have been read, understood and hereby agreed upon.

Enclosures:-

Signature:-

Name:- _____

Designation:- _____

Company Seal:- _____

Annexure F1

(On Bidder's Letter Head)

Financial Bid

S. No	Brand Available (Only a Single brand is acceptable)	Specification	Total Quantity to be delivered in 24 months.	Per Unit Price
1		SAE-AS5780 or MIL-PRF-23699	48,000.00	

- a. Price quoted must be excluding GST & Other Government Taxes.
- b. Bidder must ensure availability of Engine Oil analysis facility.
- c. Item must be shipped on Quarterly Consumption Basis to AAAL's desired delivery point during the contract period.
- d. Only accepted in packaging mentioned above if deferred kindly mention in detail (additional pages may be attached for same).
- e. OEM/ OEM's Supplier/OEM approved Authorized Distributor is responsible for any losses/damage/theft of the item before delivery at AAAL's desired delivery point.
- f. Quoted Price will be valid for the next 180 days from the date of opening of the financial bid.
- g. If a credit term is offered for less than Forty-Five (45) days from the date of the Invoice, a loading @ 0.05% per day, will be applied for comparative evaluation of the financial bid.
- h. A discount, if any are offered, shall be adjusted with each invoice.
- i. Order Quantity may vary by $\pm 10\%$.
- j. Invoice must be addressed to

O/o Executive Director (Engg)
 Alliance Air Aviation Limited
 Alliance Bhawan (Engineering Dept.),
 Domestic Terminal 1, I.G.I Airport
 New Delhi 110037, Delhi, India (IN)

Annexure V

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

Format for submitting Variance Statement of Terms & Conditions
Variance Statement of General and Financial Terms & Conditions

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

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

b. Additional Financial Terms & Conditions Specified by the Bidder

S. No	Ref	Description of Additional Terms & Conditions

*Additional pages may be used if required.

Signature:- _____

Name:- _____

Designation:- _____

Company Seal:- _____

(To be submitted on the Bidder's Letterhead)

BID SECURITY DECLARATION FORM

Date: _____

Tender Reference _____

To

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

I/We, the undersigned declare that:

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

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

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

I/ We understand that the Bid Security Declaration shall cease to remain valid in case I/ We are not the Successful Bidder, upon earlier of (i) the receipt of your notification regarding the name of the Successful Bidder; or (ii) thirty days of the expiration of the 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, 2023

Corporate seal of the bidder