

**TENDER FOR SELECTION OF “VENDOR FOR PROVIDING
CATERING DRY STORE PROVISION ITEMS” ACROSS PAN
INDIA NETWORK STATIONS**

Pre Bid Meeting: 09th January 2024.

Date and time of Closing of Tender: - 18th January 2024 at 1500 hrs (IST)

Date and time of opening of Bids: - 18th November 2024 at 1530 hrs (IST)

Address for submission of the Bids and for Tender opening process:

Materials Management Dept.

Alliance Air Aviation Limited
Alliance Bhawan, I.G.I. Airport, Terminal-1
New Delhi, India – 110037.

DISCLAIMER

The information contained in this tender document or and any information pertaining to the aforesaid subject matter provided subsequently to the applicants/bidders in any form by Alliance Air Ltd. shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by Alliance Air Ltd prior to award of the Tender.

The purpose of this tender document is to provide all bidders with the information that may be useful to them in the formulation of their proposals/ bids in response to this tender document. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by Alliance Air Ltd. do not purport to contain all/exhaustive the information on the aforesaid subject matter that each applicant may require for the purposes of submitting their bids.

The assumptions, assessments, statements and information contained in this tender document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this tender document and shall obtain independent advice from appropriate sources at no cost to Alliance Air.

The information provided in this tender document to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Alliance Air Ltd. accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Alliance Air Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance by any applicant/bidder up on the statements contained in this tender document.

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

The tender document does not imply that Alliance Air Ltd. is bound to select a bidder or to appoint the selected bidder, as the case may be, and Alliance Air Ltd. Reserves the right to reject all or any of the proposals without assigning any reason whatsoever any time.

The bidder shall bear any and all its costs associated with or relating to the preparation & submission of its proposal/ 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 Ltd. or any other costs incurred in connection with or relating to its proposals. All such costs and expenses shall remain with the bidder and Alliance Air Ltd. shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation for submission of the proposal, regardless of the conduct or outcome of the bids election process as contained herein.

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The Two Bid Tender Document comprises of the following:

S.No.	Annexure	Details
1	-	Tender terms & Conditions
2	A	Bidders Details
3	B	Pre-qualification criteria
4	C	Quantity and Delivery Locations
5	D	Technical specifications of the items.
6	E	Acceptance of terms and conditions
7	F	Undertaking
8	G	9I Logo
9	H	Financial Bid Format

I) INVITATION OF BIDS:

Alliance Air invites Two Bid Systems (Technical Bid & Price Bid) from the manufacturers/suppliers /distributor as per the technical specifications of the items.

II) TERM OF PROPOSED CONTRACT:

Period of Contract would be for Two (2) Years i.e. 24 months from the start date of the Contract and for the quantities as specified in the Annexure 'C' (yearly requirement).

III) SUBMISSION OF BIDS:

Participation in this tender is through Offline bidding only.

Address for Communication of any queries/clarifications.:

- i) Technical clarification.
- ii) Commercial clarification.

i) TECHNICAL BID:

- a) Bidders are required to download and submit all the Annexure duly filled in with the required details as attachment to the Technical Bid.
- b) Bidders are required to give their acceptance of the terms and conditions of the tender in the format attached as Annexure 'E' and an undertaking as per Annexure 'F'.
- c) The required documents like P&L statement, PAN card copy, Copy of GSTN registration, a valid certificate of registration as MSE units (if applicable), Certificate of Recognition for Start Up units (if applicable), copies of PO, invoices, proof of delivery and any other requisite documents required to be submitted for compliance of bid must be attached while submitting Technical bid.
- d) Please note that while providing the Technical bid any rates/prices should not be mentioned. If it is found that the price bid is attached with Technical bid, the whole bid will be rejected.

ii) PRICE BID:

- a) While submitting the Price Bid, bidders are requested to study the information provided for each line.
- b) Bidders are required to quote for the entire tendered quantity at each line.
- c) The applicable GST is to be quoted separately. The break-up of the landed price should always be given. Bidders are therefore requested to be very carefully and ensure that the GST components separately filled up while submitting the price bid.

- d) Bidders are required to carefully enter the prices & applicable taxes for each line.

Any other charges such as transportation, packing charges, loading and unloading charges etc. should also be factored in your price bid
- e) If any bidder submits price bid more than once, the committee will automatically consider the last submitted bid.
- f) Changes in the bid documents after the due/closing date of the tender will not be permitted.
- g) Amendments or extension of the closing / due date, if any, to this tender will be hosted on the website of Alliance air at www.allianceair.in. Therefore, prospective bidders are advised to visit Alliance air website regularly till the date of closing of the tender.
- h) The close / due date for submission of bids may be extended at any time, including after the scheduled date of closing, at the sole discretion of Alliance air.

IV) TECHNICAL BID OPENING DATE & TIME:

- i) Alliance air reserves the right to change this date of opening at its discretion. In such a case, the date and time of opening of the bids will be intimated separately by email to all the participating bidders.

Bidders should submit their bids well before close of tender date and time in order to avoid any last moment glitches.

- ii) Alliance Air will not entertain last moment request for extension of due /close date and reserves the right to accept or reject such request for extension at its sole discretion.

V) Validity of the Bid: Prices, Govt. Duties/Levies, Delivery schedule etc.

- a) The Price Bid should be valid for a period of 90 days from the date of opening of the technical bid. Alliance Air will not accept inclusion of any additional costs, after opening of the bids.
- b) The price offered should remain firm till completion of the delivery of the full quantity during the validity period of the Contract. No request for increase in price shall be entertained during this period exception account of increase in GST or any statutory duties, taxes, etc., if imposed by the Govt. of India/ State Govt. / Local Bodies.
- c) The bidders should commit to pass on the benefit to Alliance Air of reduction in GST or reduction in any other statutory duties, taxes or on account of reduction in raw material prices during the period of validity of the Contract.

- d) Increase in applicable GST or new levies, if any, imposed by the Govt. of India / State Govt. /Local Bodies, after the release of contract, will be borne by Alliance air, if requested by the successful bidder. However, such request will be considered only if it is substantiated with copies of valid documentary proof of the same and only if the bidder has quoted their rate giving the breakup of GST and other Govt. duties and levies, if any, in their price bid.

VI) Quantity, Lead Time & Delivery Schedule:

- a) The quantity mentioned at Annexure 'C' of this tender is of estimated quantity for 12 months period. However, the actual required quantity may vary depending on actual consumption and accordingly call offs will be given by the respective stations.

In case of any change in the requirements during the period starting from issue of tender till placement of the contract, Alliance air reserves the right to increase or decrease the quantity up to maximum of 25%.

- b) Alliance air is not committed to uplift the entire quantity as mentioned in the tender.
- c) Delivery to commence within 30 days of release of the contract. This period includes the days taken by the bidder to submit the Production Samples and approval by Alliance Air.
- d) Subsequent supplies should be as per the call offs by the respective stations /locations.
- e) The Lead time required to effect supplies after the call-off is given (except the first supply which should be within 45 days of release of Contract) should also be clearly mentioned in the Technical bid (Annexure 'A').
- f) Alliance air also reserves the right to re-appropriate the quantity among the stations at any time during the course of the contract depending on its need and amendments to the contract will be made accordingly.

Quality Assurance Certificate - Successful bidder/s should ensure that each consignment should be accompanied by Quality Assurance Certificate which should clearly state that the item /s/goods being delivered on forms to the specifications as given in the Contract

VII) Exemption/preference for Micro, Small and Medium Enterprises (MSMEs) MSE unit's requirement:

- i. As per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 issued vide GazetteNotificationNo.503 dated 23.03.12 by Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.

- District Industries Centers (DIC)
- Khadi and Village Industries Commission(KVIC)
- Khadi and Village Industries Board
- Coir Board
- UdyogAdhar
- National Small Industries Corporation(NSIC)
- Directorate of Handicraft and Handloom
- Any other body specified by Ministry of MSE.

MSEs participating in the tender must submit the certificate of registration.

- i. The MSEs registered with District Industries Centres must submit the **“Acknowledgement of Entrepreneur Memorandum (EM) Part-II”** along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
- ii. The Micro and Small Enterprises not registered for the particular trade/item for which this tender is released, would not be eligible for any exemption / preference.
- iii. The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.
- iv. The MSEs, who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
- v. The L1 Bidder (MSME/Non MSME) shall be required to submit the Security Deposit as applicable on the Contract value on annual basis.

VIII) Benefits to Start-up companies:

- i. In line with GOI policy to encourage startup units (whether MSE or Non-MSE), Alliance Air would relax by 50% the prior Experience and prior Turnover criteria to such units having "Certificate of Recognition" i.e. Start up units will be given.

Relaxation of 50% from the stated experience and Turn over criteria as mentioned in the tender document.

- ii. Please note that the Start- up company should have availed 'Certificate of Recognition' issued by the relevant ministry, as on close date of the tender. Bidders who have applied for or if their certificate is under process will not be eligible for the relaxation.

IX) Security Deposit:

- i. Security Deposit will be applicable to successful MSE Units also.

The bidder who qualifies for award of Contract will have to deposit with Alliance Air 5% of the total annual value of the Contract towards interest free Security deposit, within 2 weeks of receipt of the Contract. The Security Deposit is to be paid by way of Account Payee Demand Draft, Banker's Cheque, ECS; Bank Guarantee (BG) issued from Alliance Air Limited', payable at Delhi.

In case of submission of Security Deposit by Bank Guarantee, it may please be noted that the original BG has to be forwarded by the Bank directly to Alliance Air through registered address as per the detailed procedure which will be advised to the Successful bidder, the expenses incurred towards submission of Security Deposit /Bank Guarantee will have to be borne by the successful bidder.

- i. The Security Deposit / Bank Guarantee will be refunded / returned within 30 days of success full completion of deliveries against the Contract after adjusting for penalties, if any, that may be imposed under the terms of the Contract.
- ii. Validity of the SD / BG would be till 60 days after the scheduled completion of all obligations under the Purchase Order /Contract.

Method of Quoting in the Price Bid and Arriving at L1 Bidder:

i) Method of Quoting in the Price Bid

Following points and cost factors are to be noted while submitting the Price against respective lines:

- 1) Delivery on Local supply basis to Alliance Air Ltd., station as below.
 - Delhi.
 - Hyderabad.
 - Mumbai.
 - Kolkata.
 - Guwahati.
 - Bengaluru.

Please specify the applicable GST percentage separately. Request for taxes-

- 1) To be added separately on the quoted price will not be accepted later on.
- 2) The prices quoted must take into account applicable to be till the point of delivery at respective caterer location and offloading and stacking in Alliance Air Caterer Location.
- 3) Charges, if any, for unloading the goods from the truck / container and stacking the same in our store house are also to be including quote/price.

Category of the items:

S.No.	Category of Items	Items Name	Brands
1.	Eatables	Milk Creamer -03 gm	Nestle/Nova/Amul
		Sugar Sachets -05 gm	Dhampur/Simhaouli/Uttam/Trust
		Sugar Free – 01 gm	Stevia/ Equal
		Cookies -02 pcs(15 gm)	Unibic/Britania/Sunfeast/Priyagold/Palco
		Tea Bags 01 pc -02 gm(Pack of 10)	Tata/Old Harbour/WaghBakri
		Coffee Sachets – 1.5 gm	Nescafe/Davidoff/Bru/Continental/Old harbour
		Salt& Pepper Sachets	Tata/Catch/Patanjali/Ashirwad/Talented/Bankey Bihari
2.	Paper Items	Tissue Box (Toilet Use)	As per technical specification.
		Toilet Roll (Toilet use)	As per technical specification.
		Paper Napkin	As per technical specification
		Air Sickness Bag	As per technical specification
		Wooden Cutlery Bag	As per technical specification
		Tray Mat	As per technical specification
		Disposable Glass-110 ml	As per technical specification
		Snack Box	As per technical specification
3.	Perfumed Liquid items	Air Freshner-300 ml	Godrej/Airwick/Solimo /Odonil
		Cologne (Cockpit use)-25 ml	Ramsons/Godrej/Airwick
4.	Plastic Disposables	Garbage Bag (Blue)	As per technical specification
		Multipurpose Bag(Transparent)	As per technical specification
5.	Miscellaneous items	Wooden fork & Spoon	As per technical specification
		Cotton Packet -25 Pcs	As per technical specification
		Wooden Stirrer	As per technical specification

Method of Arriving at L-1 Bidder:

Bidders are required to quote the prices separately for each line item for respective stations as specified in each line of the (price bid). L-1 bidders would be calculated on the basis of lowest total landed cost quoted for delivery on Local Supply basis to the respective station.

X) Other points to be noted while submitting the Price Bid:

- i. Conditional bids will be rejected.
- ii. Alliance Air will not accept inclusion of any additional costs, if requested for after opening of the tender.
- iii. Submission of incorrect or incomplete information or with arithmetical errors in compilation of the data would be at the bidder's sole risk, and the decision of Alliance Air in such cases would be final and binding.
- iv. The bidder must quote for the entire quantity. Bid submitted for partial quantity for any item will not be accepted.

XI) Price Comparison/Negotiation:

- i. Negotiations will not be held on price comparison. However, Alliance Air reserves the right to have negotiations with the L1 bidder if it is deemed to be necessary.

XII) AWARD DECISION

1) Evaluation of Technical Bid:

- i. On the date of opening of the tender, only the Technical Bids would be opened.
- ii. The Technical Bids received vide Annexure 'A' (Bidder's details) and Annexure 'B' (Pre-qualification criteria), Annexure 'D' (Technical Specifications).
- iii. Annexure 'E' (Acceptance of Terms & Conditions) & Annexure 'F' (Undertaking) would first be evaluated to check and verify the suitability of the bidder based on whether the bidder has the required capability, capacity, expertise and agreeing to Alliance Air terms and conditions to supply the tendered item as per the requirement of Alliance Air Ltd.
- iv. As part of the evaluation process, Alliance Air reserves the right at its sole discretion to inspect the production facility of any of the bidder and / or to seek whatever additional information, documents, etc. from the bidders to ascertain and evaluate their capability and suitability to supply the tendered item as per the terms of the tender.
- v. The evaluation results of the technical bids including facility visits if any will be final and binding on all the bidders and no request for re-evaluation will be entertained.

2) Opening of Price Bid:

- i. Price Bids of only those bidders who have been technically qualified after the Evaluation of their Technical Bids would be considered for opening.

The date and time of opening of the Price Bids would be intimated in advance only to those bidders who are qualified for Price Bid opening, and their authorized representative only would be permitted to participate in the opening of the Price Bids.

Release of Contract and PO Management:

- i. A Contract will be released by Material Management Department/Catering Department for requirement at all regions / locations.
- ii. Purchase Orders will be released against this Contract by respective location on monthly basis.
- iii. Release of POs, giving call offs and documentation will be the responsibility of the Catering Department (HQ).
- iv. During the contract period, Alliance Air reserves the right to increase / decrease the quantity maximum up to 25% at the same price and terms and conditions.

XIII) Submission of Production Samples after Release of Contract:

- i. Successful bidder (s) on whom Contract is released will have to submit production samples of the ordered item exactly as per the specifications / parameters given in the Contract before going in for bulk production and supply.
- ii. Submission of production samples is mandatory for the successful bidder/s i.e.
- iii. Even for those bidder/s who has supplied the tendered items to Alliance Air in the past. No exemption will be granted on this.

The production samples will be tested / checked for compliance to the technical specifications / parameters given in the Contract. **Bulk production / supply to be undertaken only after Alliance Air approval.**

XIV) Penalty Clause:

- i. Penalty for Delayed Deliveries: Successful bidder has to adhere to the agreed delivery schedule / lead time. In case of delay in delivery, liquidated damages will be charged from the defaulting bidder at the rate of 0.5% per week or part thereof of the value of delayed supplies, subject to a maximum of 10% (ten percent) of the value of the delayed supplies.

This would be recovered from the invoice of the delivered consignment of the vendor, Security deposit / Performance Guarantee, or from the amount due to the vendor against any invoice. This would be done after due notification to the vendor in advance. In the event of continued delayed supply, then Alliance Air reserves the right to cancel the Contract & to take appropriate necessary action in its interests.

ii. Penalty for Substandard / Defective Quality supply:

- a) At the time of delivery / acceptance of the item / goods so delivered are not as per the specification given in the Contract then Alliance Air reserves the right to reject the entire lot and get the entire quantity replaced free of cost from the Bidder. The standard penalty for delayed supplies @0.5% per week or part thereof, subject to maximum of 10% would be applicable from the original delivery schedule.
- b) However, if such rejected consignment bears Alliance Air Logo then, Alliance Air reserves the right to return such rejected lots / consignment to the bidder to prevent its misuses. In case the rejected lot is returned to the vendor, the vendor should ensure that it is not misused, and an undertaking should be taken from the vendor to the effect. However, the vendor has to supply the quantity equivalent to the rejected quantity free of cost. In such a case, the standard penalty for delayed supplies @0.5% per week or part thereof, subject to maximum of 10% would be applicable from the original delivery schedule.
- c) However, in case of exigencies where such items are required to be accepted for minor deviations from the specifications of the Contract, due to the possibility of services being affected then depending on the extent and nature of the deviations, such consignment may be accepted at the sole discretion of Alliance Air user.
- d) Department, by imposing an appropriate penalty subject to a maximum of 15% of the invoice value of the lot. In case of any complaint on the quality issue at the time of use of the item /goods by Alliance Air, caterers or any other stake holders of Alliance Air.
- e) After acceptance of the delivery then depending on the nature and extent of the deficiency, Alliance Air user department reserves the right to impose an appropriate penalty on the total value of the lot supplied, subject to maximum of 15% on the invoice of the consignment /lot.
- f) However, if after the receipt of material or during usage, it is observed there is major deviation in the specifications, where in the obvious intent of the vendor is to compromise on quality and specifications to have financial gain, same would be dealt with separately including recovery of differential for the deviation besides the 15% penalty as mentioned above.

- g) If no remedial action to the satisfaction of Alliance Air user department has been taken and complaints continue to persist regarding quality issues then based on the recommendations of the user department, Alliance Air reserves the rights to cancel the Contract / PO and take appropriate penal action/debar the vendor from participating in the next tender / Debar the vendor for 3 years as deemed fit depending on the merit of the case.

XV) Submission of Invoice:

Original invoice along with proof of delivery, to be submitted to the respective address / locations for payment purpose as given in the Purchase Orders.

XVI) Payment Terms & Mode of payment:

- i. Payment will be made within 45 days from the date of receipt of the material / item/ original invoice, whichever is later.
- ii. Advance payment request will not be accepted.
- iii. Payments will be made by the respective Alliance Air finance Head Office.
- iv. Payments will be made through ECS mode or by Cheque if ECS is not available / possible.
- v. Kindly provide photo copy of a cancelled Cheque, and the following Bank account information if you have not provided i.e. Account Name /Name of the Bank /Branch Name / Account#/ Bank Code/MICR # /Swift Code#.

XVII) Inspection Clause:

- i. Inspection of bidder's facilities at the time of evaluation of the Technical Bids: Alliance Air Ltd. Reserves the right to inspect the production facility / facilities of the bidders in order to assess their infrastructure and capability to produce and deliver the goods in accordance with the specifications and delivery schedules as indicated in this tender.
- ii. Alliance Air further reserves the right to inspect the production facility / facilities of the successful bidder, in order to confirm consistency of quality of the items produced for Alliance Air Ltd as per the Contract. Substandard quality and, rejections, if any due to quality problems, arising during such inspections or otherwise would have to be removed by the Bidder from the lot of supplies meant for Alliance Air Ltd.
- iii. Inspection at the time of Delivery: Alliance Air's Catering Department will inspect the goods on delivery to our ware house, before it is accepted for payment. In the event any consignment of delivery is found to be unacceptable, due to not meeting or deficient in meeting the required technical specification/ parameter, quality, packing etc. of the Contract, then Alliance Air Ltd. reserves the right at its sole discretion to reject such consignments and not to Process payments for such consignments. Rejected items / consignments will have to be collected by the Bidder at their own cost.
- iv. Inspection after the Delivery: Alliance Air reserves the right to inspect samples taken periodically and randomly from the actual supplies against the PO and check for compliance of these samples with the technical specifications /parameters as given in the Contract. If such samples do not meet the technical specifications / parameters given in the Contract, then Alliance Air reserves the right to levy appropriate penalty for such deviations and /or, cancel the order or take any other appropriate action as per the terms of the Contract.

XVIII) Exit / Termination:

The Contract may be terminated under the following circumstances:

In case of unsatisfactory performance or breach of any of the clauses of the contract/ agreement, Alliance Air shall issue a notice of 30 days to the party to rectify the breach and improve the performance failing which Alliance Air shall be at liberty to terminate this agreement by providing a 30 days written notice to the party. The party shall not have any right to dispute or question the judgment of Alliance Air of unsatisfactory:-

- i. Performance of the party.
- ii. Notwithstanding the above, Alliance Air shall also be at liberty to terminated the contract/ agreement for any reason including change in situation/ circumstances, etc. by providing to the party at 90 (Ninety) day written notice.

The party shall also be at liberty to terminate this contract by providing to Alliance Air a 90 (Ninety) day written notice. In such an event, the terminated party shall have no right to claim compensation / damages, etc. from Alliance Air on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.

- c) In case the vendor serves the termination notice before exhaustion of 40% of the contract value or quantity; they will be debarred from participating in the immediate next tender for that particular item / service.

XIX) GENERAL TERMS & CONDITIONS

- i. Alliance Air reserves the right to close the tender / reject any /all offers at any stage of tender at its sole discretion.
- ii. Alliance Air reserves the right not to consider the bid of any bidder, blacklist the bidder for 2 years, if it is determined / noticed at any stage during the tender process or after release of Contract / PO that the party has directly or indirectly engaged in any misrepresentation, corrupt, fraudulent, collusive, coercive practice in order to bid /obtain the contract. This will also have an impact on other Contracts / POs; the Bidder may have with Alliance Air where to Alliance Air reserves the right to take appropriate action as deemed fit.
- iii. Alliance Air reserves the right to reject/not consider at its sole prerogative the bids of such bidders who have been involved in any litigation with Alliance Air in the last 5 years / ongoing litigation or arbitration with Alliance Air or have been blacklisted/ debarred by any PSU, Govt. bodies.
- iv. Bidders are required to declare if they have any ongoing legal disputes with any government agencies such as Income Tax, EOW etc. Suppression /Misrepresentation of such facts whenever it comes to light may invited is qualification and Alliance air reserves the right, at its sole discretion, to take appropriate action as deemed fit including discontinuing business dealings with the party.
- v. The Bids should be neatly presented, Corrections, if any, should be duly authenticated with full signature of the person who has signed the Bids, failing which such Bids are liable to be rejected.
- vi. On the date of opening of the tender, only the Technical Bids would be opened, and the Price Bids would be kept in the custody of Alliance Air in the same sealed /closed covers as received from the bidder.
- vii. Any clarifications sought by Alliance Air with respect to the bids submitted by the bidders will be considered as a part of the bid and clarifications can be asked at any stage of the tendering process.

- viii. Amendments and extension to tender if any will be hosted on the website of Alliance Air at www.allianceair.in.

Documentation: All relevant documents required for supplying /shipping the item are to be submitted by the successful bidder at their own cost.

- i. **Arbitration:** Any dispute arising between the parties in respect of the construction, Interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be settled by mutual consultation. If the dispute remains unresolved after a period of 90 (Ninety) days from the date when the mutual consultation has started, the matter shall be referred for settlement to 'Scope forum of conciliation and arbitration', Government of India, and the award made in pursuance thereof shall be binding on the parties.
- ii. **Jurisdiction:** Any dispute whatsoever shall be subject to the jurisdiction of the courts of Delhi only.

iii. **FORCE MAJEURE:**

- a) The Bidder / Successful Bidder here in referred Party /Parties) shall not be liable for, nor be in default by reason of any failure or delay in discharge of its obligations under this Tender/ Contract, where such failure or delay is caused by any act, including but not limited to any act of God, action or inaction/restrictions of government authorities, fire, flood, gales, storm, lightning, earthquake, explosions or other catastrophes, accidents, weather, power failure or shortage of power, riot, war (declared or undeclared), war like operations, act of terrorism, boycott, embargo, rebellions, sabotage, epidemics, pandemic, quarantines, lockout, restrictions on travel based on travel advisories of any governmental entity, unavailability of the usual means of transportation, hostilities, revolution, civil commotion or public disorder or any other cause beyond its control.
- b) The Party encountering and affected by such causes and event shall inform the other in writing immediately of such an occurrence event and shall use its best reasonable efforts to minimize the economic and other effects and rectify as soon as possible any harm or delay created thereby shall reasonably allocate its available resources, giving priority to their obligations under this Tender/ Contract.
- c) For the avoidance of any doubt it is clarified that, payment obligations of Alliance Air shall be excused due to an event of force majeure.

iv. **CONFIDENTIALITY CLAUSE:**

- a) Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising AAAL in relation to or matters arising out of, or concerning the Tender process. AAAL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence.

AAAL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or AAAL or as may be required by law or in connection with any legal process.

- b) The Bidder/L1 Bidder shall at all times keep confidential, all information acquired in consequence of this RFQ, including (without limitation) any / all data that may be shared with it by AAAL (hereinafter referred to as "Confidential Information"). Confidential information shall also include information that is designated as 'confidential' or which by its nature is clearly confidential.
- c) The Bidder/L1 Bidder shall not disclose the Confidential Information to any other third party, without the prior written consent of AAAL, unless such disclosure is
 - (i) required by law, decree, order or directive of a competent judicial / administrative / legislative authority;
 - (ii) such Confidential Information is or becomes generally available to the public through no breach of such Bidder/L1 Bidder;
 - (iii) was in the Bidder's/L1 Bidder's possession prior to the time of receipt of it by such Bidder/L1 Bidder;
 - (iv) is developed independently by the Bidder/L1 Bidder; or
 - (v) is rightfully obtained by third party without breach of this Clause.
- d) As such, the Bidder/L1 Bidder agree to keep such Confidential Information as strictly confidential and shall disclose the same to their employees/professional advisers only on a 'need to know' basis.
- e) The Bidder/L1 Bidder agree that any such information received by it shall be:
 - (i) protected and kept in strict confidence, using the same degree of care and safeguards as it uses to protect its own information of like importance, but in any case no less than a reasonable degree of care,
 - (ii) not to use Confidential Information for any purpose other than to carry out its respective obligations under this Tender.
- f) It is understood by the Bidder/L1 Bidder that the breach of provisions of this Clause or the provisions of confidentiality agreed by the parties under the Contract shall cause irreparable harm and injury to AAAL for which monetary compensation may not be adequate. Therefore, in addition to the damages, AAAL shall be entitled to injunctive or other equitable relief against such Bidder/L1 Bidder or any other remedy under law or at equity.