

TENDER NO: AAAL/GSA-SL/Sales/ 008

TENDER FOR APPOINTING OF GSA IN SRI LANKA

DTD-10-APRIL-2024



[Applicable for Sri Lanka – Online AAAL]

APPOINTMENT OF **“GENERAL SALES AGENT”** (“GSA”) for
PASSENGER SALES OF ALLIANCE AIR AVIATION LIMITED

BID DOCUMENT



Registered Office At:

Alliance Air, Alliance Bhawan IGI Airport,

Terminal 1 Palam New Delhi - 110 037

Phone: +91 11 25673302

Date: 10 / 04 / 2024

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DISCLAIMER

The information contained in this tender document (hereinafter referred to as the “Tender”) or and any information pertaining to the aforesaid subject matter provided subsequently to the applicants/bidders in any form by ALLIANCE AIR AVIATION LIMITED (hereinafter referred to as “AAAL”) shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AAAL prior to award of the tender.

The purpose of this Tender is to provide all Bidders with the information that may be useful to them in the formulation of their Bids in response to this Tender. 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 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.

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

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

Alliance Air 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, from time to time till opening of the Bids (technical and financial).

The Tender 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 Bids without assigning any reason at any time.

The Bidder shall bear any and all its costs associated with or relating to the preparation & submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by 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 or submission of the proposal, regardless of the conduct or outcome of the bid selection process as contained herein.

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Alliance Air Limited

SUMMARY OF BIDDING INFORMATION

NAME OF WORK : General Sales Agent for
Passenger Sales in Sri Lanka

AVAILABILITY OF BIDDING : From 10 / 04/ 2024 at
DOCUMENT www.allianceair.in

TIME AND DATE FOR SEEKING : Till 18 / 04 / 2024
CLARIFICATION ON BID DOCUMENT
Through Email ID: HOM@allianceair.in

LAST DATE AND TIME FOR : DATE: 30 / 04 / 2024
RECEIPT OF BIDS TIME: 1200 Hrs.

TIME AND DATE OF OPENING : DATE: 30 / 04 / 2024
TECHNICAL BIDS TIME: 1230 Hrs.

PLACE OF OPENING OF TECHNICAL : **Alliance Air,**
Alliance Bhawan IGI
Airport, Terminal 1 Palam
New Delhi – 110 037

CONTACT PERSON : Head Of Sales & Marketing

Tel no: +91 11 25673302

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INVITATION FOR BIDS (IFB)



ਭਾਰਤੀ ਊਡ
ALLIANCE AIR

Connecting India

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ALLIANCE AIR LIMITED

INVITATION FOR BIDS (IFB)

**APPOINTMENT OF GENERAL SALES AGENT FOR PASSENGER SALES
ALLIANCE AIR**

1. Alliance Air Aviation Limited (AAAL)-Alliance Air is a 100% wholly owned subsidiary of AI Assets Holdings Ltd., fully owned by the Government of India under administrative control of Ministry of Civil Aviation and currently operates a fleet of ATR 72-600, ATR 42- 600 & DORNIER 228 aircraft inducted on lease with the brand “**ALLIANCE AIR**” and operates domestic flights within India. AAAL is interested in appointing Passenger General Sales Agent (GSA) for AAAL in Sri Lanka.
2. The scope of the work (hereinafter referred to as “Works”) for the GSA shall be as detailed under the GSA Agreement attached herewith. The tenure of the contract will be for a period of 3 years extendable to further 2 years on the same terms and conditions and subject to suitable performance.
3. The bidders (hereinafter referred to as Bidders/Applicants) who have experience in similar works and have established organization for taking up such works and who satisfy the qualification criteria of the Tender need only apply.
4. AAAL invites sealed bids in two stage bid system i.e. the **Technical** and **Financial Bid**. The first stage of the bidding process shall involve the opening of the “General Information and Eligibility Criteria” (collectively referred to as “**Technical Bid**”) and the second stage shall involve the opening of the “Selection criteria” (referred to as “**Financial Bid**”). For the bid submission purposes, the Bidders shall ensure that each of the aforesaid bids should be sealed in two different envelopes, and further super scribed in bold as “**Technical Bid**” for the work “General Sales Agent” for Passenger Sales- Tender dated 10-04-2024 and “**Financial Bid**” for the work “General Sales Agent” for Passenger Sales-Tender dated 10-04-2024 respectively. Both these envelopes must be put in a third master envelope super scribed in bold for the work “General Sales Agent” for Passenger Sales - dated 10-04-2024 (the “Bid/Bids”). Further, each of Technical and Financial Bid must be submitted in a hard bound form (*hard bound implies binding between two covers through stitching or otherwise, whereby it may not be possible to replace any paper without disturbing the documents*). Spiral Bound Form, loose form, open/unsealed envelopes etc. shall not be accepted and the bid shall be rejected. Further, all pages of the Bid shall be electronically numbered serially, along with an index of submissions.
Figure

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quoted in Financial Bid should be covered with a transparent adhesive tape.

5. The estimated annual sales/flown revenue of Alliance Air Ltd. from the territory of Sri Lanka is USD 4,500,000/- (US Dollar 4.5 million Only).
6. All relevant supporting documents as listed herein should be attached with the technical bid and should be duly signed on each page by the Bidder/Applicant. In case if the bids are not accompanied by any and all supporting documents, such Bids shall be liable to be rejected.
7. A complete set of Tender documents are available online on Alliance Air website www.allianceair.in under the tenders section.
8. All bids must be accompanied by Earnest Money Deposit (EMD) of USD 2,500/- (US Dollar Two Thousand five hundred only) paid via ECS/RTGS/wire transfer .Bank charges, if any would be borne by the Bidder. Once the ECS/RTGS/wire transfer is done, by the Bidder, the Bidder should email AAAL on HOM@allianceair.in informing the details of the ECS/RTGS/wire transfer
9. The Bidders are required to submit the Earnest Money Deposit amount through ECS/RTGS/wire transfer only, through banks of international repute as per details given below. Please note that AAAL requires the copy of the document mentioning 'confirmed transfer', as given by the said bank. Copy of the document showing/mentioning 'applied' or 'pending transfer' are / is not acceptable. Earnest Money Deposit shall be remitted to Alliance Air's Bank Account as advised in the Bid Document.
10. No other mode of payment like Cash/ Cheque / Draft etc. will be accepted. The original instrument receipt should be enclosed along with the hard copy of the technical bid, in the sealed technical bid envelope. Tenders received without the Earnest Money Deposit, or proof/details of remittance (in the case of wire transfer), or insufficient Earnest Money Deposit shall be summarily rejected. Date of ECS/RTGS/wire transfer should be after the date of issue of Tender Document.
11. The EMD for all technically disqualified Bidders/Applicants shall be returned/ refunded. Any bid without proof of EMD deposit shall be summarily rejected and shall not be considered as a valid Bid. Interest

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will not be payable on EMD amount. Alliance Air will endeavor to return the EMD deposit of unsuccessful Bidders/Applicants at the earliest. Applicable bank charges would be deductible at the time of return of EMD deposit. Earnest Money Deposit of the Bidder/Successful Bidder will be forfeited and the Bidder/Successful Bidder will not be allowed to participate in any tenders of Alliance Air Limited for a minimum period of three years if:

(a) The Bidder withdraws or modifies its bid or fails to abide by any terms of the Tender, after opening of the bids or deviates or derogates from the conditions of the Tender;

Or

(b) If the Successful Bidder declines or refuses to accept the Letter of Intent (LOI) and execute the contract, or declines to furnish the security deposit;

12. Once a Bidder/Applicant has been declared as the lowest Bidder and has been shortlisted as per the Tender process, the Successful Bidder/Applicant will have to deposit USD 20,000/- (US Dollar Twenty Thousand Only) on the day of signing of GSA Agreement as the “**Security Deposit**”. This Security Deposit amount shall be forfeited in full, in case the Successful Bidder/Applicant backs out or he fails to operationalize the GSA Agreement within 45 (forty five) days of the execution of the same. This Security Deposit will be refunded only after obtaining a no dues certificate from Alliance Air after completion of the GSA agreement.
13. The Bids must reach Alliance Air office at address specified below through the following modes viz courier/speed post/by hand prior to the date as specified in the bid document to

Head of Sales & Marketing,

Alliance Air, Alliance Bhawan IGI Airport,

Terminal 1 Palam New Delhi - 110 037

Phone: +91 11 25673302

But not later than 1200 hrs. on 30 / 04 / 2024. The Technical Bids will be opened by the GSA Committee of Alliance Air on 30 / 04 / 2024.

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14. The Financial Bids of only those Bidders/Applicants shall be opened, who are found to be technically qualified, on the basis of the Bid document submitted by them and the technical site inspection. These Bidders may on their own expense attend the opening of Financial Bid at address, which will be notified by Alliance Air.
15. AAAL reserves the right to accept or reject any Bid and to annul the Tender process and reject all Bids, at any time prior to award of GSA Agreement, without thereby incurring any liability to the affected Bidders/Applicants or any obligation to inform the affected Bidders/Applicants of the grounds for the AAAL's action.
16. In case the Bidder/Applicant is not able to operationalize the agreement within 45 (Forty Five) days of appointment then Alliance Air shall forfeit the EMD and Security Deposit and the GSA Agreement would be declared null and void.
17. All Bidders/Applicants will have to indemnify that they have not been blacklisted by AAAL across network. The self-indemnification will in itself be a contained document.
18. Bidders/Applicant may obtain any further information/clarification regarding the availability of Tender documents, within the stipulated time as specified in the Bid Document through email only. The email address is HOM@Allianceair.in. The replies to all the queries raised by the Bidders/Applicants would be posted on the Alliance Air website within 5 days after the close of the stipulated time for seeking clarification.

Head of Marketing
Alliance Air Aviation Limited
IGI. Terminal-1,
New Delhi.110037
Ph No: 011-25673302.
Website:- www.allianceair.in

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INSTRUCTION TO BIDDERS

Alliance Air Aviation Limited

**Appointment of General Sales Agent for Passenger Sales of Alliance Air
INSTRUCTIONS TO BIDDERS**

A. General

1. Scope of Bid

Alliance Air Aviation Limited invites sealed bids from eligible Bidders/Applicants, for the appointment of Passenger General Sales Agent of AAAL in Sri Lanka, under a two (2) bid system i.e. Technical and Financial bid for the work scope as listed.

2. Scope of Works:

Alliance Air Aviation Limited is desirous of appointing General Sales Agent in the territory of Sri Lanka for handling air passenger transportation services. The initial term of the GSA Agreement would be three years from the date of execution of the same, extendable to further 2 years on the same terms and conditions and subject to suitable performance. This would be subject to review by Alliance Air every year based on the performance of the Successful Bidder as per the targets set by Alliance Air.

3. Definitions

3.1 For the purpose of the Tender following definitions are defined as under:

- a) The term “Applicant”/“Bidder”, as used in the Tender, shall mean the entity that has signed the Bid Document and submitted the quotation in response to the Tender.
- b) The term “Days” shall mean the working days of AAAL.
- c) The term “GSA Agreement” shall mean the agreement entered into between AAAL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- d) The term “**General Sales Agent**” (**GSA**) shall mean the exclusive representative of Alliance Air in the territory of Appointment i.e. Sri Lanka for the purpose of the Works. The GSA is required to carry out the Works as contemplated in this Tender.

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- e) The term “Territory” shall mean the geographical limits of the country i.e. Sri Lanka.
- f) The term “Site/Office” shall mean the registered office/principle place of business of the Bidder/Applicant, from where it operates at present and provides the services as contemplated in the Works referred to herein.
- g) The term “Successful Bidder/Applicant” shall mean the Bidder/Applicant who has been awarded the GSA Agreement for the Work Scope contemplated in this Tender.
- h) The term “**Turnover of Applicant**” shall mean the annual sales volume net of discount and taxes of its core business and not from any subsidiaries. Turnover should be average of at least three financial year/s, (as applicable) immediately preceding the date of this Tender.
- i) The term “**Over Riding Commission (ORC)**” shall mean a commission paid to the GSA for entire sales effected in Sri Lanka. This ORC would be payable on the basic fare component of the flown revenue realized for the entire Alliance Air sales effected in Sri Lanka.

4. Tender fee

The tender document is free of cost and can be downloaded from the Alliance Air Aviation Limited website under the tenders section. All bids must be accompanied by “Earnest Money Deposit” EMD.

5. Earnest Money Deposit (EMD)

- a) All technical bids must be accompanied by Earnest Money Deposit of the amount USD 2,500/- (US Dollar Two Thousand Five Hundred Only) through ECS/RTGS/Wire Transfer to Bank a/c details as placed below:

- b) Earnest Money Deposit shall be remitted to the following bank account:

BENEFICIARY NAME Alliance Air Aviation Limited

LKR ACCOUNT NO. 25161309220001

NAME OF THE BANK SBI

Address 16, SIR BARON, Iyathilake Mawatha,
Fort Branch

City Colombo

Country SriLanka

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SWIFT CODE SBINLKLXXXX
Customer ID 251613092

- c) A proof of the ECS/RTGS/Wire transfer needs to be attached to the Technical Bid of the respective Bidder. No other forms of payment would be accepted. The EMD for all technically disqualified Bidders/Applicants shall be returned/ refunded without any interest.
- d) Any Technical bid without proof of EMD deposit will be rejected.
- e) EMD so deposited shall not carry any interest.
- f) EMD of the Successful Bidder will be adjusted against the security deposit.

g) Forfeiture of EMD

The said EMD shall be forfeited in full in the following circumstances without any interest and obligation on part of Alliance Air Aviation Limited:

I) In case the Applicant / Bidder withdraws their Bid at any stage of the Tender process.

II) EMD of a bidder shall be forfeited if the Bidder withdraws or amends its or deviates or derogates from the conditions of the tender in any respect, or declines to accept the Contract if awarded in its favor.

III) If the Successful Bidder fails to furnish Security Deposit or Bank Guarantee within the specified period.

IV) In case, if the Successful Bidder refuses to accept the GSA Agreement or fails to abide by any terms of the Tender.

V) If the Successful Bidder fails to operationalize the GSA Agreement within 45 (forty five) days of appointment due to the reasons specifically attributable to the Successful Bidder/Applicant.

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TECHNICAL BID

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6. Basic Mandatory Information

6.1 Each Applicant/Bidder shall provide the information/details with regard to the technical bids as follows:

Sr. No.	Details	Response of the Bidder/Applicant
1.	The name and legal status of Bidder/Applicant	
2.	What is the Principal business of Bidder/Applicant	
3.	Full address of Bidder/Applicant along with the contact details of the person submitting the bid on behalf of the Bidder/Applicant (Also advise Email ID, alternative email id, telephone numbers, Mobile phone number and website)	
4.	Date of establishment/incorporation of Bidder/Applicant	
5.	Is Bidder/Applicant owned by any other organization? Give the name of the owners of Bidder/Applicant. Also provide details of sister concerns fully/partially owned by Bidder/Applicant.	
6.	Do the local laws of the country entitle Bidder/Applicant to represent a foreign Airline *	
7.	Have any partners, officers/directors/employers having authorization to act and sign on behalf of the Bidder/Applicant, been involved in bankruptcy proceedings? If yes are they now legally and fully discharged of their obligations by the court involved? *	

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TECHNICAL BID

Basic Mandatory Information (Technical Bid)		
Sr. No.	Details	Response of the Bidder/Applicant
8.	Please advise your total annual turnover/sales revenue from air transportation business as per the audited financial statements of the past three years, immediately preceding the date of this Tender.	
9.	Please submit the business plan proposed as the GSA of AAAL in the territory.	
10.	Provide the details of Bidder/Applicant's bank account, your bankers and their addresses.	Attach letter from the Bank
11.	The Integrity Pact as per Annexure-B of the bid document should be signed and submitted along with the bid documents.	
*Please attach confirmation on letter head under Bidder/Applicant's seal		

7. Eligibility Criteria

Further, the Bidders/Applicants should fulfill all eligibility criteria (Technical Bid) in order for their applications to be processed further. The Bidder/Applicants should answer all the questions as mentioned under the respective fields below.

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Sr. No	TECHNICAL BID (Eligibility Criteria)		
	CRITERIA	QUESTION	RESPONSE OF BIDDER/APPLICANT
1	<p>The Bidder/Applicant entity should have at least 05(Five) years of experience in Travel business in Sri Lanka and should be registered in Sri Lanka. Travel business in this context refers to sale of air passenger transportation on scheduled Airline services. Experience in business refers to experience of the applicant/organization and not of the partners/owners/directors and/or an associate/group company. It is hereby clarified that the Bidder/Applicant can be any of the following:</p> <p>a) Company, registered under the applicable laws in Sri Lanka</p> <p>b) Sole Proprietorship Firm in Sri Lanka, as per the laws applicable in Sri Lanka</p> <p>c) Partnership Firm in Sri Lanka as per the laws applicable in Sri Lanka</p> <p>d) Joint Venture of either of the entities as specified in sub-clauses (a), (b) or (c) above.</p>	<p>Specify name of the organization and number of years in travel business in that Territory (Sri Lanka). Please provide the registration number of the Bidder/Applicant. (Attach certified copy of certificate of incorporation/ registration number of the Bidder/Applicant).</p>	

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Sr. No	TECHNICAL BID (Eligibility Criteria)		
2	Should not have been in loss in the last 2 years consecutively (preceding the date of this Tender). (Attach audited financial statements for the past Two years immediately preceding the date of this Tender)	Please confirm if the Bidder/Applicant has not been in loss in the last 2 years consecutively (preceding the date of this tender)	YES/NO (If No please specify and give details)
3	Should not be GSA for any Airlines operating direct services (single flight number) & codeshare operations from India to Sri Lanka & Vice Versa (Specify the airlines for whom you act as a GSA)	Please confirm if the Bidder/Applicant is not a GSA of any other Airline operating direct services & codeshare operations from India to Sri Lanka & Vice Versa.	YES/NO (If No please specify)
4	Should be familiar/have experience with IATA BSP procedures or equivalent in that territory i.e. Sri Lanka.	Is the Bidder/Applicant familiar with IATA BSP procedures or equivalent in Sri Lanka?	YES/NO
5	Should undertake to cover defaults of any Sales Agent appointed by the Bidder/Applicant (if selected) in Sri Lanka.	Is the Bidder/Applicant ready to cover defaults of the Sale Agents appointed by Bidder/applicant in Sri Lanka?	YES/NO
6	The Bidder/Applicant undertakes (if selected) that it would not be entitled for any ORC for sales generated by agents for which it doesn't cover defaults in Sri Lanka.	Is the Bidder/Applicant ready to undertake that it would not be entitled for any ORC for sales generated by agents for which it doesn't cover defaults in Sri Lanka?	

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Sr. No	TECHNICAL BID (Eligibility Criteria)		
7	Should have minimum turnover of at least USD 2,250,000/- (US Dollar Two Million Two hundred fifty thousand Only) in Sri Lanka. Turnover of the Bidder/Applicant should be average of three financial year/s, (as applicable) immediately preceding the date of this Tender.	Please advise the Turnover of the Bidder/Applicant for the immediate preceding year in Travel Business	
8	<p><u>The following applies for appointment as GSA for AAAL</u></p> <p>Performance security: The Bidder/Applicant is willing to accept the targets assigned to it from time to time. The targets would be advised to the GSA on a yearly basis. These targets will be specified for each O&D and 6th freedom traffic. The Non Achievement of the targets would be reckoned for continuing the services as a General Sales Agent of AAAL. However, if there is a change in the competition level and extent of operation, the same will be taken into account while computing target v/s achievement. In the event of non-achievement of the target the GSA would be given an opportunity of 90 (ninety) days to come up to the expectations of Alliance Air and GSA's performance would be monitored. If the GSA is not able to perform in the said time frame AAAL reserves full right to review the contract and take appropriate action as deemed fit,</p>	Does the Bidder/Applicant Agree to the performance security clause of AAAL and penalty in case of non-achievement of Targets	Yes/No

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	including the termination of the GSA Agreement.		
9	The Bidder/Applicant agrees to provide at its own cost all facilities and infrastructure (telephone/fax/ high speed internet/office stationery/ mobile, etc.) as per the requirements of AAAL. The interiors and facilities provided Space shall be befitting the status of a global airline of repute. AAAL shall only bear the actual rental cost of unfurnished (Bare-shell) Airport office space leased in the name of Principal, on a mutually agreed terms & conditions.	Does the Bidder/Applicant agree to provide facilities as per AAAL requirement listed under point number 9?	Yes/No
10	The Bidder/Applicant should not have been into any kind of legal dispute or arbitration in the past with AAAL or its subsidiaries.	The bidder/ Applicant has not been in any kind of legal dispute or arbitration with AAAL or past.	
11	The bidder/applicant agrees to bear legal costs of defending any action by any incumbent agent/GSA of AAAL and bear the cost of compensation if any, awarded as a result of terminating the incumbent agent(s)/GSA in Sri Lanka. Self-indemnification to be given for the same as per Annexure "A" of this tender.	Does the bidder/Applicant agree to bear the legal cost of defending any action by the incumbent GSA of AAAL and bear the cost of compensation, if any awarded as a result of terminating the GSA?	

In case, any Applicant replies with regard to the technical bid in negative (i.e. as - No) or with any conditions attached to the technical bid, the Applicant would be disqualified from the Tender process

8. Office Space and Manpower Requirements for Alliance Air

- 8.1 AAAL would select Airport office space for various functions like Reservation & Ticketing, Sales, and Marketing & Finance etc. The GSA would enter into a contract for lease of space in Sri Lanka with the third party. The rental of the Airport office shall be paid by the Bidder which will be reimbursed by AAAL & the rental for fully furnished city office will be borne by the successful bidder.

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- 8.2 The skilled staff required for various functions viz. reservation /ticketing /sales/accounts functions, in Sri Lanka will be selected by AAAL at the time of appointment as per the requirements of AAAL. The GSA would hire 3 staff on its pay roll with an experience of minimum 3 years. The salary payable to those staff would be capped at LKR 3,000,000/-(LKR 3 million only) per annum which will be reimbursed to the successful bidder/applicant by AAAL. GSA will bear all employment related incidental expenses including conveyance, overtime, travelling allowance, etc. payable to the staff provided by the GSA.
- 8.3 The successful Bidder/Applicant shall provide at its own cost all facilities and infrastructure (telephone/fax/ high speed internet/office stationery/ mobile, etc.) including electricity, water charges, facility maintenance charges, etc. for the AAAL office as per the requirements of AAAL. The interiors and facilities provided shall be befitting the status of a global airline of repute. Cost of furnishing the AAAL office would be borne by the successful Bidder/Applicant.

9. Documentation and Information of the Bidder/Applicant

- 9.1 To be qualified for award of the contract, Bidders/Applicant shall provide evidence satisfactory to AAAL of their capability and adequacy of resources to carry out the respective contracts effectively. Technical **Bids shall include the following documentation and information** on the relevant information forms **attached with the Technical Bid Document**:
- a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business i.e. Certificate of Incorporation, Memorandum/Article of Association/Registration Certificate of the organization; written power of attorney of the signatory of the Bid to commit the Bidder.
 - b) Total annual turnover in the business expressed in terms of total sale of passenger air transportation business and sale on air transportation business in each of the last three years immediately preceding the date of this Tender.
 - c) Performance in Works of a similar nature and complexity over the last five years, and details of other work in hand and contractual commitments.
 - d) Reports on the financial standing of the bidder/applicant **including profit and loss statements, balance sheets and auditor's reports for the past three years** immediately

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preceding the date of this Tender, and an estimated financial projection for the next two years from the date of the Tender.

- e) Bankers and bank account details. Letter from the bank (on its letter head and bearing the common seal of the bank) with details of bank accounts of your Company/organization.
- f) Self-Indemnification (as per Annexure "A") confirming:
- that all the information furnished by the Bidder/Applicants in the bid are correct and the Bidder/Applicant binds himself with all the stipulations of the Tender document, including provision of adequate equipment, personnel and other resources required and agrees to augment them, if found necessary and will confirm that local laws of Sri Lanka entitle him to represent a foreign Airline.
 - That the Bidder/Applicants have not been blacklisted by AAAL in past across AAAL officers/directors/employees having authorization to act and sign on behalf of the Bidder/Applicant, have been involved in bankruptcy proceedings and in case involved in the past, have been fully discharged of their obligations by the court involved.
 - That no member of the Bidder/Applicant's immediate family is running or is employed by any company/GSA who operates direct services (single flight number including code share operations) from Sri Lanka to India.
 - That the Bidder/Applicants have not been in any kind of legal dispute or arbitration with Alliance Air in the past.
 - That the Bidder/Applicant agrees to bear legal costs of defending any action by any incumbent agent/GSA of AAAL Ltd. and bear the cost of compensation, if any, awarded as a result of terminating such incumbent agent(s)/GSA in Sri Lanka.
- g) EMD of USD 2,500/- (US Dollar Two Thousand five hundred Only) (refundable), proof of RTGS/Wire Transfer for EMD deposit.
- h) Confirmation letter on the official letter head under company/organization seal, confirming that applicable local laws of your country entitle you to represent a foreign Airline.

10. Litigation History

The Bidder/Applicant should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution in the past since the time of its incorporation. A consistent history of awards against the Bidder/Applicant or any partner of a joint venture will

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result in failure of the application. 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, forfeiting of bid security etc., as may be deemed fit and proper by AAAL at any time without requiring giving any notice to the Applicant in this regard.

11. Disqualification

- 11.1 Even though the Bidders/Applicants meet the above criteria, they are subject to be disqualified if Bidder/Applicant or any of its constituent partners have:
- a. Made misleading or false representation in the forms, statements, and attachments submitted; or
 - b. Records of poor performance since the time of its incorporation, as on the date of application such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder/Applicant, inordinate delays in completion, any history of litigation / arbitration awarded against the Applicant or any of its constituents or financial failure due to bankruptcy etc.
 - c. Been debarred by AAAL or its subsidiaries as on the date of submission of the bid.
 - d. Litigation History
 - e. Involved in corrupt and fraudulent practices as mentioned here in below.

12. One Bid per Bidder/Applicant

A Bidder/Applicant is permitted to submit only one bid per contract package either by itself or as a member in a joint venture. A Bidder/Applicant who submits or participates in more than one bid will cause all the proposals with the Bidder's participation to be disqualified.

13. Cost of Bidding

The Bidder/Applicant shall bear all costs associated with the preparation and submission of its bid and AAAL will in no case be responsible or liable for those costs, regardless of the outcome of bidding and AAAL is not liable for any financial obligation, whatsoever.

14. Amendment and Clarification of Tender Documents

14.1 Amendment of Bidding Documents

- a) At any time prior to the deadline for submission of bids, AAAL may, for any reason, whether at its own initiative or in response

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to a clarification requested by a prospective bidder, amend the bidding documents by issuing Addendum within the specific time limit.

- b) Any Addendum thus issued shall be part of the bidding documents will be hosted on AAAL's website. Advertisement in Sri Lanka (from where the bids have been invited with regard to this Tender) will be released in the newspapers in Sri Lanka.
- c) To afford prospective Bidders/Applicants reasonable time in which to take an Addendum into account in preparing their bids, Alliance Air may extend as necessary the deadline for submission of bids, without assigning any reasons, whatsoever.

14.2 Clarification of Tender Documents

A Bidder requiring any clarification of the Tender documents may notify AAAL in writing through email only (**Email Id: hom@allianceair.in**). Alliance Air will endeavor to provide clarification if justifiable and in connection to the Bid requirement within 5 days after the date specified in the bid document for seeking clarifications on the Tender Document. Copies of the AAAL's response will be hosted on AAAL's website.

A minimum of 5 (five) days shall be given by the Bidders to AAAL, for responding to such queries after the last date for seeking clarifications on the Bid Document. Nonetheless this will not affect the change in last date for submission of Bids until and unless communicated as an addendum. AAAL reserves the right not to disclose or clarify any points or issues which AAAL considers has no relevance to the Tender.

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FINANCIAL BID



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15. Financial Bid

15.1 Selection Criteria (“Financial Bid”):

15.1.1 That the Financial Bid of only those Bidders/ Applicants would be considered who meet all the eligibility criteria and is found technically qualified. The applicant who quotes the lowest Financial Bid would be selected. If there are two or more than two Applicants giving the exact same financial bid then re-bid will be invited from such Applicants.

15.1.2 **Over-riding commission (ORC)** would be payable **on the basic fare component** of the flown revenue realized for the entire **AAAL sales** effected in Sri Lanka. No Overriding commission shall be paid on sale of transportation of Non-revenue tickets, Transportation Service Contract (TSC), Embassy Sales, Excess baggage, Electronic Miscellaneous Documents (EMDs), Mail, Insurance, Taxes, GST, User Development charges, any other Govt. / Airport levies, Ancillary Services, Cost of deportee (C.O.D.) and AAAL web/mobile-app sales. ORC shall be paid on the flown revenue for sale made from the date of operationalization of the GSA agreement.

15.1.3 The maximum ORC that can be quoted is capped at 2%. Any bid received over & above the maximum cap of 2% will be disqualified. Bidder quoting least percentage (%) of ORC than capped amount will be considered as successful bidder.

15.1.4 Financial Bid format:

The Bidder/Applicant needs to quote only one figure in the ORC percentage column placed below. The quote should be covered with a transparent adhesive tape:

	The percentage (%) of Over-riding commission (ORC) the applicant is willing to quote for providing the services as per AAAL's requirement Listed above	(In words and figures)
--	--	------------------------

Very Important: Financial bid document is only one page. It should be sealed in a separate envelope super-scribed in bold as Financial Bid. No other document needs to be attached with the Financial Bid.

All supporting documents are to be attached with the Technical Bid.

16. Preparation of Bids**16.1 Language of Bid**

The Bid, and all correspondence and documents related to the Bid exchanged by the Bidder/Applicant and AAAL shall be written in the English language. Supporting documents and printed literature furnished by the Bidder/Applicant may be in another language provided they are accompanied by an authenticated translation from appropriate authority of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the English translation shall prevail.

16.2 Documents Comprising the Bid

The Bids should be submitted as in two parts, which comprise the following documents:

Part-I Technical Bid

- a. The basic mandatory information and eligibility criteria (Technical Bid) as listed in clauses 6 and 7 with all necessary supporting documents/ material / information required to be submitted in accordance with the Technical Bid and as specified in the technical bid document. Further all documents mentioned in clause 9, are to be submitted with the Technical Bid. Any conditional bid would be rejected out-rightly.
- b. The Technical Bid shall be hard bound, and all pages numbered(hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents - spiral bound form, loose form etc. will not be accepted.
- c. All pages should be numbered serially electronically signed with seal, along with an index of submissions.
- d. No overwriting or cutting/usage of white correction ink would be accepted in the Bid Document.
- e. The Integrity Pact as per Annexure-B of the bid document should be signed and submitted along with the technical bid documents. Without signed integrity pact, the bid will be considered null and void.

Part-II Financial Bid

- a) Financial Bid is only one page. The figure (to be mentioned in words and figures) needs to be filled in and signed. No other document to be attached to the financial bid.
- b) The financial bid quoted by the Bidder/Applicant should be in percentage of Overriding Commission (ORC).
- c) **Each part (Part 1 and Part II) should be separately sealed and marked in accordance with the sealing and marking instruction provided herein.**
- d) Figures quoted in the Financial Bids shall be mentioned in numbers and words and in case of discrepancy between the two; the amount mentioned in words shall prevail. All figures quoted in Financial Bid should be covered with a transparent adhesive tape.
- e) The Bidder/Applicant shall prepare and submit original set of the Technical and Financial Bids.

17. Format and Signing of Bid

- 17.1 The Bidder/Applicant shall prepare and submit original set of the Technical and Financial Bids.
- 17.2 The Bids shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Technical Bid and Financial Bid shall be initialed by the person or persons signing the Bid. All entries or amendments shall be initialed by the person or persons signing the Bid.
- 17.3 All witnesses of the declarations and indemnifications shall be persons of status and probity and their full names, occupations and addresses shall be printed below their signatures as per the respective laws of the country.

18. Submission of Bids

18.1 Sealing and Marking of Bids

- 18.1.1 The Bidder/Applicant shall submit the Bid in two parts, the Technical Bid and the Financial Bid. Each part of the Bid shall be sealed in separate envelopes and the two sealed envelopes shall be sealed in an outer master envelope. The Bid envelopes shall be super scribed in bold and marked as follows:

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a) Outer Master Envelope:

Technical and Financial Bid for the Work - "Passenger General Sales Agent for "Sri Lanka", Further, the name and address of the Bidder/Applicant shall be mentioned on the outer master envelope.

b) Inner Envelope, Technical Bid:

Technical Bid for the work - "Passenger General Sales Agent for "Sri Lanka" Tender Ref No. (AAAL/GSA-SL/Sales/008) dated (10/04/2024).

c) Inner Envelope, Financial Bid:

Financial Bid for the work - "Passenger General Sales Agent for "Sri Lanka", Tender Ref No. (AAAL/GSA-SL/Sales/008) dated (10/04/2024).

18.1.2 The outer master envelopes shall: be addressed to the following address:

Head of Sales & Marketing

Alliance Air, Alliance Bhawan IGI Airport,

Terminal 1 Palam New Delhi - 110 037

Phone: +91 11 25673302

18.1.3 If the outer envelope is not sealed and marked as above, AAAL will assume no responsibility for the misplacement or premature opening of the 'Technical Bid' and 'Financial Bid'.

18.2 Deadline for Submission of Bids

18.2.1 Bids must be received by AAAL at the address specified above not later than the time and date specified in the Invitation for Bid. In the event of the specified date to submission of bids declared a holiday for AAAL, the Bids will be received up to the appointed time on next working day.

18.2.2 AAAL may, at its discretion, extend the deadline for submission of the Bids by issuing an amendment, in which case all rights and obligations of AAAL and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

18.3 Late Bids

Any bid received by AAAL after the deadline for submission of bids will not be opened and will be rejected and AAAL will not be liable for any communication/explanation/obligation in this regard.

18.4 Modification and Withdrawal of Bids

18.4.1 The Bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by AAAL prior to the deadline for submission of bids. Any MODIFICATIONS in respect of TECHNICAL BID and FINANCIAL BID shall be submitted in separate sealed envelope duly marked so.

18.4.2 A Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with this Tender, with the outer and inner envelopes additionally marked "MODIFICATIONS" or "WITHDRAWAL" as appropriate.

18.4.3 No Bid shall be modified by the Bidder after the deadline for submission of bids.

18.4.4 Withdrawal of a Bid during the interval between the deadline for submission of Bids and the expiration of the period of Bid Validity specified herein result in the forfeiture of the EMD.

19. Bid Opening and Evaluation

19.1 The technical bids submitted by the Applicant/Bidder would be opened by the GSA committee/Authorized Officials of AAAL on the date as specified in the summary of Bidding Information. The Applicants may attend the opening of technical bids at their own cost on the date and place as specified in the Tender.

19.2 In case if the Applicant/Bidder does not attend the opening of Technical Bid, the same would be opened in the presence of GSA committee/Authorized Officials of AAAL.

19.3 The evaluation of the Technical Bid shall be done by the GSA committee/Authorized Officials of AAAL.

19.4 Technical qualification of the Applicant/Bidder would be evaluated based on the bid submitted by the Applicant/Bidder to the technical Bid and documents submitted by them in support of their bid. Technical evaluation would include onsite/office inspection. Technical site/office inspection would be conducted of the Bidders who fulfill the technical requirements based on the Technical Bids submitted by them. During

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the Site/office visit credentials of the Bidder/Applicant in terms of the details provided by them in the Technical Bid “Basic Mandatory Information “ (in Clause 6) and “ Eligibility criteria” (in clause 7) shall be verified.

- 19.5 All the technically qualified applicants would be notified by email the date and time of opening of Financial Bids. The applicants may attend the opening of financial bids at their own cost on the date and place as notified to them by AAAL. In case the technically qualified Applicant/Bidder does not attend the opening of Financial Bids, the same would be opened in the presence of GSA committee/Authorized Officials of AAAL. Thereafter the Successful Bidder would be notified and would be awarded the GSA Agreement.
- 19.6 The financial bid of the technically qualified bidders will only be opened.

20. Award of Contract

20.1 Award

Subject to Clause 20.5, AAAL will award the GSA Agreement to the Bidder who has offered the lowest Bid price(refer to 15.1.3), provided that such Bidder has been determined to be eligible and qualified in accordance with the provisions of the Tender.

20.2 Notification of Award

Prior to expiration of the period of bid validity, AAAL will notify the Successful Bidder by email that its bid has been accepted. The notification of award will constitute the formation of the GSA Agreement, subject to furnishing of a Security Deposit in accordance with the provisions of clause 20.3

20.3 Security Deposit

Once the Bidder/Applicant has been declared as Successful Bidder/Applicant as per the Tender process, the Successful Bidder/Applicant will have to deposit USD 20,000/- (US Dollar Twenty Thousand Only) as Security Deposit on the day of signing of GSA Agreement. This Security Deposit amount shall be forfeited in full in case the Successful Bidder/Applicant backs out or he fails to operationalize the GSA Agreement within 45 (Forty five) days of the date of execution. This Security Deposit will be refunded once the GSA Agreement is in force and the requisite bank guarantee as mentioned herein below has been received by AAAL. This Deposit shall be remitted to the following bank account:

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BENEFICIARY NAME Alliance Air Aviation Limited
LKR ACCOUNT NO. 25161309220001
NAME OF THE BANK SBI
Address 16, SIR BARON, Iyathilake Mawatha,
Fort Branch
City Colombo
Country Sri Lanka
SWIFT CODE SBINLKLXXXX
Customer ID 251613092
REFERENCE: Security Deposit
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20.4 Signing of Agreement

20.4.1 At the time that AAAL notifies the Successful Bidder that its Bid has been accepted AAAL will direct him to submit the aforesaid Security Deposit and attend the office of AAAL at New Delhi on a date determined by AAAL for signing the GSA Agreement.

20.4.2 The Bidder/Applicant who is qualified and selected by AAAL in accordance with the Tender Documents shall enter into a definitive agreement with AAAL. However the Successful Bidder/Applicant to note that, the said GSA Agreement, may be varied, in accordance with the operational requirements and policies of AAAL, and also to comply with any applicable laws, regulations etc., as may be stipulated by any applicable laws as applicable to AAAL.

20.4.3 Within 45 days of the date of signing the GSA Agreement, the Successful Bidder shall, if required, have the same stamped and registered according to the applicable laws and return the same duly signed and executed on behalf of the Successful Bidder to AAAL. In case of Joint Venture, all partners of the Joint Venture shall sign the GSA Agreement.

20.4.4 It is clarified that the Bid of each Bidder/Applicant constitutes its agreement to enter into the GSA Agreement as above, read with the terms of the Tender Documents, and receive the Over-Riding commission (“**ORC**”) quoted in its financial bid.

20.5 Right to accept any Bid and Reject any or All Bids

Notwithstanding anything stated above or elsewhere in the Tender Documents, AAAL reserves the right to accept or reject any Bid and to annul the bidding process and reject all bids, at any time prior to award of the GSA Agreement, without AAAL thereby incurring any liability to

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the affected bidder/Applicant or bidders/Applicants or any obligation to inform the affected bidder/Applicant or bidders/Applicant on the grounds for AAAL's action.

20.6 Corrupt or Fraudulent Practices

AAAL will reject a proposal for award if they determine that the Bidder/Applicant recommended for award has engaged in any corrupt or fraudulent practices in competing for the contract in question or has engaged in corrupt or fraudulent practices even in the past for procurement of any kind of a contract, or during execution. AAAL will declare the firm/organization ineligible, either indefinitely or for a stated period of time, to be awarded a contract by AAAL Limited, if it at any time the firm has engaged in corrupt or fraudulent practices.

(I) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce other to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

(II) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of AAAL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-responsive levels and to deprive AAAL of the benefits of free and open competition.

21. Jurisdiction

This Tender and Contract will shall be governed and construed in accordance with the laws of India subject the exclusive jurisdiction of the Courts of New Delhi.

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Annexure A: Form of Self-Indemnification

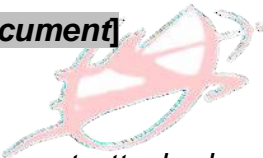
Sample Draft

[Attached as a separate document]

Annexure B: Integrity Pact

[Attached as a separate document]

Note: The form of the agreement attached as annexure is a generic format, and the AAAL may, prior to execution of the agreement, make such changes to the format, as may be required by AAAL in its sole discretion, including without limitation changes specific to a particular country.



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Annexure "A"

SAMPLE FORMAT FOR Self-Indemnification (On letter Head of Bidder/Applicant)

(To be legally confirmed as per the applicable laws of Sri Lanka)

We, (Name of the Person who is bidding on behalf of the Company), confirm that all the information furnished by (M/s. Name of the Organization) in the bid for Alliance Air Aviation Limited (AAAL) GSA Tender for the territory of Sri Lanka are correct and that we bind ourselves with all the stipulations of the bidding document, including:

- A. Provision of adequate equipment, personnel and other resources required and agree to augment them, if found necessary in the course of implementing subsequent contractual agreement.
- B. Bidder/Applicant indemnifies that they have not been blacklisted by AAAL in past across AAAL's network.
- C. Bidder/ Applicant confirms that local laws of Sri Lanka entitle him to represent a foreign Airline.
- D. Bidder/Applicant confirms that no partners/ officers/ directors/ employees having authorization to act and sign on behalf of the Bidder/Applicant, have been involved in bankruptcy proceedings. In case they have been involved in such proceedings, they have now been legally and fully discharged of their obligations by the court involved.
- E. Bidder/Applicant confirms that no member of the Bidders/Applicant's immediate family is running or is employed by any company/ GSA who operates direct services (single flight number including code share operations) from Sri Lanka to India.
- F. Bidder/Applicant confirms that they have not been in any kind of legal dispute or arbitration with AAAL in the past.
- G. Bidder/Applicant confirms and agrees to bear legal costs of defending any action by any incumbent agent/ GSA of AAAL and bear the cost of compensation, if any, awarded as a result of terminating such incumbent agent(s)/ GSA in Sri Lanka.

Name and Signature of the Bidder

To be legally vetted as per the applicable laws of Sri Lanka.

Place / Date

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Annexure-B
INTEGRITY PACT

(To be executed on plain paper and submitted along with technical bid/tender documents. To be signed by the bidder and AAAL)

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

AND

-----hereinafter referred to as “The Bidder/Contractor”

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for APPOINTMENT OF “GENERAL SALES AGENT” (“GSA”) for PASSENGER SALES OF ALLIANCE AIR AVIATION LIMITED. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Action 1 – Commitments of the Principal.

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

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to

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prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and

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recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages as per the tender.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6: Equal treatment of all Bidders / Contractors / Sub -contractors.

1. In case of sub –contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub – Contractor.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s) / Contractor(s) / Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the CEO, AAAL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.

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4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on “Non – Disclosure of Confidential Information” and of “Absence of Conflict of Interest” In case of any conflict of interest arising at a later date; the IEM shall inform CEO, AAAL and recuse himself/herself from the case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CEO, AAAL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CEO, AAAL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CEO, AAAL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word “Monitor” word include both singular and plural.

4. Section 10 : Pact Duration

1. This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the CEO of AAAL.

Section 11: Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. New Delhi.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)
Bidder/Contractor)

(For & on behalf of

(Office Seal)
(Office Seal)

Place _____ Date _____

Witness 1 :
Witness 1 :
(Name & Address)
(Name & Address)

Witness 2 :
Witness 2 :
(Name & Address)
(Name & Address)
