

**TENDER DOCUMENT****Tender No: AAAL/Tpt/CCU/2022/78****Dated: 07.07.2022****Due Date: 22.07.2022**

**Sub: Tender for hiring of mid segment sedan AC cars for crew and other officials of Alliance Air Aviation Limitedat Kolkata**

**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 (“**Applicants/ Bidders**”) in any form by Alliance Air Aviation Ltd. (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.

The purpose of this Tender is to provide all bidders with the information that may be useful to them in the formulation of their proposals/ bids (hereinafter referred to as “**Bid(s)**”) in response to this Tender. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by AAAL do not purport to contain exhaustive/all the information on the aforesaid subject matter that each Applicant may require for the purposes of submitting their Bids.

Each Bidder should, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this Tender and shall obtain independent advice from appropriate sources at no cost to AAAL.

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

AAAL also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance by any applicant/bidder upon the statements contained in this Tender.

AAAL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender, from time to time till close date of Tender (both technical and financial).



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

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

\*\*\*\*\*

|



## NOTICE

Dear Sir / Madam(s),

Sub: **Tender for hiring of mid segment sedan AC Cars for Crew and other officials of Alliance Air Aviation at Kolkata**

### (I) INTRODUCTION

Alliance Air Aviation Ltd., a company incorporated under Companies Act 1956, having its registered address at Alliance Bhawan Domestic Terminal-1, IGI Airport New Delhi-110037 (hereinafter referred to as "AAAL" or "Alliance Air" or "Alliance Air Aviation Limited") is a wholly owned subsidiary of Air India Ltd., , and currently operates a fleet of aircraft under the brand "ALLIANCE AIR" and operates domestic flights within India.

### (II) PURPOSE OF THE TENDER

Through this Tender, AAAL invites sealed/closed Bids from eligible Bidders who meet the minimum eligibility criteria for arranging air-conditioned cars and performance of trips detailed below for round the clock pick-up and drop of crew of AAAL, from different residential areas within and around Bengaluru City.

### (III) SUMMARY OF BIDDING INFORMATION

1	No. and Name of the Tender	TENDER NO: <b>AAAL/Tpt/CCU/2022/78</b> Crew Transportation Services for AAAL AT KOLKATA
2	Date Issued	<b>07.07.2022</b> (The Tender can be downloaded from ALL's website <a href="http://www.airindia.in">www.airindia.in</a> , any subsequent amendment / clarifications to the Tender will be uploaded on this website as well)
3	Last date/ time for submission of Bid documents	<b>22.07. 2022/ 15:00 Hrs</b>
4	Place of Submission of Bids	Material Management , Alliance Air, Alliance Bhawan, IGI Airport, Terminal 1, New Delhi -110037.
5	Time and Date of Opening of Bids	i) Technical Bid <b>22.07.2022/15:30 HRS.</b> ii) Price Bid – the date will be intimated subsequently to the technically qualified Bidders.
6	Place of Opening of Bids	Office of Chief of Material Management Department, Alliance Air Aviation Ltd., Alliance Bhawan, IGI Airport, Terminal 1, New Delhi-110037



7	Extension of Due Date/Time	The Due Date / Time of submission of Bid documents and opening of Bids may be extended at any time, at the sole discretion of AAAL and shall be displayed on AIL's website. No separate press advertisement will be issued by AAAL regarding extension of Bid opening date and Due Date/Time.
9	Address of Communication for any clarifications.	Incharge Transport, Alliance Air Aviation Ltd., IGI Airport, Terminal 1, New Delhi-110037

The date and time for opening of the financial Bids of the technically qualified Bidders shall be intimated after tech bid assessment through email. If any of the due dates specified above happens to be a holiday, then the next working day shall be considered to be the due date for the said purpose.

#### (IV) SUBMISSION OF BIDS

Bidders should submit their Bids in the prescribed formats in separate envelopes:

Sr. No.	Annexure	Description
1	Annexure - A	General Terms & Conditions governing this Tender
2	Annexure - B	Eligibility Criteria & Scope of Work
3	Annexure - C	Performa for Technical Bid Part – A along with checklist (Must conditions)
4	Annexure –C1	Performa for providing details of commercially registered four wheeled passenger vehicles owned by Co./Proprietor/ Partner/ Firm
5	Annexure - D	Performa for Financial Bid Part-B
7	Annexure - E	Bank Guarantee/Performance Guarantee Format
8	Annexure - F	Letter of Authorisation for attending Bid opening Meeting

The Bidders should submit their Bids in a two-bid format:

- (a) Technical Bid &
- (b) Financial Bid

as per following details:

#### ❖ **Envelope– 1 (Technical Bid):**

The Envelope 1 containing the Technical Bid, should be submitted separately in a sealed/closed envelope super scribing **“Technical Bid for Tender No: AAAL/Tpt/CCU/2022/78 dated 07.07.2022 for “Tender for Hiring of Mid Segment Sedan AC Cars for Crew and other officials of Alliance Air Aviation at KOLKATA.”** This envelope must contain duly filled in Technical Bid Form (Annexure-C)



supported with duly signed relevant documents for evidence, duly filled in Annexure C & C1 with proof, duly signed copies of Annexure A & B and duly filled in and signed bid security declaration form as per Annexure G. The Bidders are required to submit the supporting documents for eligibility criteria, compliance, and confirmation to undertake the required work-scope and provide complete detailed information about itself duly supported by related documentation with its Technical Bid.

❖ **Envelope– 2 (Financial Bid):**

The duly filled and signed Financial Bid, as per Annexure 'D', should be submitted separately in another sealed/closed envelope to be super scribed with **"Financial Bid Part - B, Tender No. AAAL/Tpt/CCU/2021/86, Dated: 07 July 2022, Due Dated: 22.07.2022 "Tender for Hiring of Mid Segment Sedan AC Cars for Crew and other officials of Alliance Air Aviation at Kolkata"**. This envelope must contain duly filled Financial Bid Form (Annexure - D) and to be sealed / closed. The words **"Financial Bid not to be opened with Technical Bid"** should also be super-scribed on the envelope. The Financial Bid must be signed by the authorised signatory of the Bidder and company stamp shall be duly affixed on each page. The name of the Bidder, mailing address, contact no., fax, e-mail-id and the item(s) for which the Bid has been submitted should also be mentioned on Envelope-2. The prices should be clearly written/typed both in words and figures without any overwriting. In case of any discrepancy, the amount written in words shall be considered a final for the purpose of evaluation of the Financial Bid.

Further, the Technical and the 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), shall be serially numbered, signed and stamped on each page by the authorized signatory along with supporting documents, as an index of submissions. The individual signing the Tender or other documents in connection with the Tender must certify the capacity in and / or authority in which they are signing the Bid. In addition to this, all the other instructions as detailed herein below, about Bid submission are to be followed.

❖ **Envelope 3 (Master Envelope):**

Both the above sealed/closed envelopes i.e. the sealed/Closed envelope for Technical Bid and sealed/closed envelope for Financial Bid, should further be enclosed in a sealed/closed master envelope super scribed **"Tender No. AAAL/Tpt/CCU/2022/78, Dated: 07.07. 2022, Due Date: 22.07.2022, Tender for Hiring of Mid Segment Sedan AC Cars for Crew and other officials of Alliance Air Aviation at Kolkata"** and with superscription: **"NOT TO BE OPENED BEFORE..... (Bidders to mention Due Date and Time in the blank space)"**. This Master Envelope must contain duly sealed two envelopes i.e. (i) Technical Bid Part – A (ii) Financial Bid Part – B and the said Master Envelope be sealed/closed. The Master Envelope should carry the complete name and address of the Bidder along with the telephone, fax and e-mail address and the same shall be addressed to:

Chief Of MMD, Materials Department, Alliance Air, Alliance Bhawan, IGI Airport, Terminal 1, Palam, New Delhi – 110037

**WORK EXECUTION ADDRESS POST FINALISATION OF CONTRACT**

Coordinator Alliance Air, Office of General Manager (Operations) Catering, Air India Limited, NSCBI Airport Kolkata -700052

The sealed Bid master envelope shall be submitted at the above address in person or by post / courier so as to reach on or before the Due Date/Time at the risk of the Bidder and AAAL shall not be responsible for any loss or non-receipt of the Bids. Bid shall stand rejected if the Bidder submits an incomplete Bid, i.e. where only the Technical or only the Price Bid is received. Bidders are advised to study the Tender carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Tender with full understanding of its implications.

The Bid should be only in the prescribed format. Bids must be received by AAAL at the address specified above not later than the Due Date/Time. If for some reason, the Bid Due Date/Time or the Bid opening date, as the case may be, is declared a holiday, then the Bid Due Date/Time or the Bid opening date will automatically stand extended to the same timings of the next working day. In the event of the receipt of the Bid after the Due Date/Time, the Bid shall be rejected. AAAL reserves the right to reject any Bid in part or full or annul the Tender process without assigning any reasons. The issue of this Tender does not imply that AAAL is bound to select a Bidder.

There is no 'Tender Fee'. The Tender can be downloaded from Air India website [www.allianceair.in](http://www.allianceair.in) before the last date/time of submission of Bids.

For any technical clarifications pertaining to operations, office of In-charge Transport, Alliance Air Aviation Ltd, (AAAL), Alliance Bhawan, IGI Airport, Terminal - I, New-Delhi on telephone 011-25675330 may be contacted.

#### **(V) Term of the Proposed Contract**

Period of Contract would be 3 (Three) years from the date of execution of the Contract (the "**Contract Period**"). AAAL reserves the right to extend the Contract for a further period of 2 (Two) year on same terms, rates and conditions, if mutually agreed with the Successful Bidder.

#### **(VI) Participation of the Bidders During Opening of Bids**

The Technical Bids shall be opened at the below mentioned address and the opening date will be intimated later on:

**Office of Chief of Material Management Department, Alliance Air Aviation Ltd.,  
Alliance Bhawan, IGI Airport, Terminal 1, New Delhi-110037**

The Bidder(s) shall be permitted to witness the opening of the **Envelope-1**, containing the Technical Bid. The Bidder(s) who wishes to be present at the time of opening of the Technical Bid may do so or, send its authorised representative (only two representative per Bidder) with an authorization letter on the Bidder's letter head, as per **ANNEXURE "F"**, duly signed and stamped by their authorized signatory to be present at the time of opening of the Tender at the above address, on ----- Hrs date. The tender opening process will be only offline.

#### **(VII) AMENDMENTS / CLARIFICATIONS**

Amendments, corrigendum, clarifications if any, and any extensions of the Due Date of opening of the Bids, as per the requirements of AAAL will be intimated by hosting the notice on AIL's website only (i.e. [www.airindia.in](http://www.airindia.in)). No separate NIT (Notice Inviting Tender) would be published in newspapers/print media. It is the Bidder's responsibility to visit the said website regularly for the aforesaid updates/extensions as applicable. The last amendment, if any, will be hosted a minimum of 7 (Seven) days before the closing date of the Tender. In case there is change in work scope / requirement / terms & conditions after release of the Tender but before its Due Date, the Bidders who have submitted their response shall have an option to re-submit their bids, if they choose to do so.

**(VIII) NOTE:**

- a. The Bidder may modify or withdraw their Bid after the Bid submission but prior to the date/time of opening of Bids, provided that written notice of the modification/

withdrawal is received by AAAL prior to the date/time of opening of Bids. Last modified Bid by the Bidder shall be treated as the final Bid.

- b. The modified Bid shall also be prepared, sealed, marked and despatched in accordance with the manner of submission of Bids as mentioned under the Tender, with the words **"Modification"** additionally super-scribed on the Bid covers in addition to the superscription required by the Tender. In such a case, the Bidder need not submit the EMD again.
- c. In case of withdrawal of the Bid, the Bidder is required to submit a withdrawal letter addressed to Chief of Operation, Airlines Allied Services Ltd., IGI Airport, Terminal 1, New Delhi-110037 and the same shall be submitted at the address mentioned hereinabove not later than the date/time of opening of Bids. The cover containing the Bidder's withdrawal letter shall carry the superscription of the word **"Withdrawal of Tender No. AAAL/Tpt/CCU/2022/78 for Hiring of Mid Segment Sedan AC Cars for Crew and other officials of Alliance Air Aviation at Kolkata"**. A copy of the said withdrawal notice shall also be sent by e-mail on [cops@allianceair.in](mailto:cops@allianceair.in) to [mt@allianceair.in](mailto:mt@allianceair.in)
- d. No Bid shall be modified /withdrawn after the date/time of opening of Bids. Withdrawal of a Bid after the date/time of opening of Bids shall result in the forfeiture of the Bidder's EMD as genuine pre-estimate compensation and damages.
- e. Bids of the Bidders who have sent such withdrawal notice in writing shall be returned on the day of opening of the Bids in a sealed condition with note of acknowledgement to that effect from such Bidders.
- f. All the pages of the Bid must be mandatorily signed and stamped by the authorised signatory and along with the supporting documents as required in the Technical Bid. In case the pages are not, the Bid shall be rejected.
- g. All documents in support of the Bid must be submitted in accordance with the checklist as per Annexure 'C' of the Tender.
- h. The Bidders can download the Tender free of cost from Air India Limited website [www.airindia.in](http://www.airindia.in).

Thanking you.

Yours Faithfully,  
For Alliance Air Aviation

Enclosure as above.

## TABLE OF CONTENTS

The Two Bid Tender Document comprises of the following Annexure:

<b>Annexure</b>	<b>DESCRIPTION</b>	<b>Page Numbers</b>
A	General Terms and Conditions	<b>9-30</b>
B	Scope of Work and Technical Bid Evaluation Criteria	<b>31-37</b>
C	Technical Bid Form and undertaking	<b>38-40</b>
C1	Performa for Technical Bid – Part A along with checklist	<b>41-42</b>
D	Performa for Financial Bid – Part B	<b>43-44</b>
E	Bank Guarantee/Performance Guarantee Format	<b>45</b>
F	Letter of Authorisation for attending Bid Meeting	<b>46</b>
G	BID SECURITY DECLARATION FORM	<b>47</b>





## **SECTION A: GENERAL TERMS AND CONDITIONS**

### **1. Terms and Conditions governing the Bid:**

- i. Alliance Air Aviation (herein after referred to as “AAAL”), invites sealed Bids (under two bid system) from eligible Bidders meeting the Bid evaluation criteria specified in this Tender, for obtaining the Services as mentioned in Annexure B and herein.
- ii. The Technical and Financial Bid Criteria which the Bidder should satisfy for the purpose of the Tender has been mentioned in Annexure B and D respectively, hereto.

### **2. Definitions:**

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

1. “AAAL” shall mean “Alliance Air Aviation Ltd.”, a company incorporated under Companies Act 1956, having its registered address at Alliance Bhawan Domestic Terminal-1, IGI Airport New Delhi-110037
2. The “Bidder” and “Tenderer” as used in the Tender document, shall mean an eligible entity who has signed the Tender form and submitted the quotation/Bid in response to our Tender notice through its authorized signatory.
3. “Contract” means the Service Contract signed between Alliance Air Aviation Limited and the Successful Bidder/Tenderer/Service Provider, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
4. “Days” shall mean the working days of AAAL.
5. “L-1” means Bidder with lowest quote for the Services under the Tender.
6. “Services” shall mean the services to be provided by the Successful Bidder as mentioned in the Tender.
7. The “Successful Tenderer” or “Service Provider” or “Successful Bidder” as used in the Tender document, shall mean the one who has been declared as the lowest Bidder in financial bid evaluation post technical bid evaluation, and has received letter of intent or Contract for providing AC Cars for Alliance Air Aviation Ltd Cabin Crew or who has been awarded the Contract to carry out the Services contemplated in this Tender.
8. It is further clarified that individual signing the Tender or other documents in connection with the Tender must certify whether he signs as:



- a) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
- b) A "Partner" of the firm if it is a partnership, then the signatory must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender should be signed by all the Partners.
- c) Constituted attorney of the organization/corporate, if it is a company.
- d) Authorized signatory of the firm.

### 3. Bid Submission and Opening

- a. Technical and Financial Bids should be submitted simultaneously and in 2 (Two) separate sealed/closed envelopes. These 2 (Two) envelopes should be further enclosed in a master envelope which should also be in a sealed/condition. In case the Bids, either Technical Bid or Financial Bid are not sealed/closed separately and are received in a single sealed/closed cover or in an open condition, the same shall not be considered and the Bid submitted by the Bidder shall stand rejected.
- b. Sealed/Closed Bids are to be delivered to the office of **Chief Of MMD, Material Department, Alliance Bhawan, Alliance Air, IGI Airport, Terminal 1, New Delhi - 110037**. Bids sent through post or courier shall be at the risk of the Bidder and AAAL shall not be responsible for any loss or non-receipt of the Bids.
- c. On the date of opening of Tender, only the Technical Bids shall be opened, and the Financial Bids will be kept in the custody of AAAL in the same sealed/closed cover as received from the Bidder. Financial Bids of only those Bidder(s) who are qualified after the evaluation of the Technical Bids will be opened. Intimation will be sent to those Bidders who qualify after the evaluation of the Technical Bids. No correspondence in this regard will be entertained. The authorized representative of the Bidders (only two authorized representatives per Bidder) would only be allowed to attend the Bid opening. Such representatives must carry an authorization letter on the letter head of the Bidder on each occasion as per enclosure Annexure-G. The authorization letter must be duly signed by the authorized signatory of the Bidder.
- d. Bids should be filled in prescribed forms duly signed and stamped and the prices in the Financial Bid should be clearly written /typed both in words and figures without any overwriting. Corrections & overwriting, if any, should be counter signed by the Bidder.
- e. The Bid shall stand rejected if the Bidder submits an incomplete Bid, i.e. where only the Technical or only the Financial Bid is received.
- f. Bidders are advised to study the Tender carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Tender with full understanding of its implications.
- g. Bids received through fax or e mail (in encrypted or other forms) will not be considered.
- h. AAAL reserves the right to award the Contract(s) to one or more Successful Bidders.
- i. In the event of a default by the Successful Bidder during the currency of the Contract

Successful Bidder, and also reserves the right to award the Contract to another Bidder at the sole cost and risk of the Successful Bidder.

- j. The issue of this Tender does not imply that AAAL is bound to select a Bidder. Notwithstanding anything contained in this Tender, AAAL reserves the right to reject any Bid and to **annul the Bidding process and/or reject all Bids** at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that AAAL rejects or annuls all the Bids, it may, in its sole discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- k. The Bidders shall bear their own costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AAAL or any other costs incurred in connection with or relating to their Bid. All such costs and expenses shall remain with the Bidder and AAAL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this Tender process.
- l. No Bidder shall submit more than one Bid against this Tender.
- m. Bids prepared by the Bidder shall contain all requisite information along with self-attested supporting documents as per details provided in the Technical Bid – Part A (Annexure C and C1).
- n. The Technical Bid should not contain any indication of the price related to the Financial Bid. In case an indication of such price quoted is included in the Technical Bid, the Bid will be rejected without any reference to the Bidder. No correspondence will be entertained in this regard.
- o. The Financial Bid of only those Bidders who are found technically suitable during technical evaluation shall be opened. The opening date and time of Financial Bids would be intimated to all the technically qualified Bidder as per criteria mentioned in Annexure C, to enable them to attend the Financial Bid opening.
- p. Bids received after Due Date/Time shall not be considered.
- q. If for some reason, the Bid opening or submission date is declared a holiday, then the Bid submission/opening date will automatically stand extended to the same date and time of the next working day.
- r. AAAL reserves the right to accept or reject any or all Bids as well as to cancel the Tender, without assigning any reason or without any liability, whatsoever.
- s. If in the price quoted in the Financial Bid, there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail, and the total price shall be corrected accordingly.
- t. If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail, and the total shall be corrected.
- u. Bids from agents / brokers will not be considered.

- v. Financial Bid should be submitted strictly as per Format of Financial Bid in Annexure 'D'.

**4. Evaluation criteria for Technical Bid (Stage 1):**

- a. The Technical Bids would be first evaluated for compliance of eligibility criteria as provided in Annexure C, acceptance of terms and conditions and undertakings as specified in the Technical Bid. AAAL reserves the right at his its sole discretion to seek whatever information, documents etc. from the Bidder as AAAL may consider necessary for the purpose of evaluation of the Bids.
- b. In the event the Bidder fails to provide any information or documents sought by AAAL, the Bid of the said Bidder shall be rejected by AAAL. No correspondence in this regard will be entertained.
- c. The Bidders who qualify as per the Technical Bid evaluation criteria as mentioned under Annexure C and other requirements of the Tender would be considered for next stage of Tender process and the same would be duly intimated by email.

The Bidder must agree to provide the types of vehicles specified by AAAL in the Tender, attested copy of all the valid licences/permits and other documents/certificates/approvals etc and other details as mentioned in the check sheet as provided in Annexure C and C1, deemed necessary for providing commercial transport services to AAAL as per its requirements. AAAL reserve the right to verify the original documents to ensure the genuineness of the Bidders and the Bidders shall cooperate for such verification. In the event the Bidder fails to provide any information or documents sought by AAAL, the Bid of the said Bidder shall be liable to be rejected by AIL, at the sole discretion of AAAL. No correspondence in this regard will be entertained. The representative of the transport department shall ensure that the attested copy of all the necessary documents mentioned above have been submitted by each respective Bidder.

- d. The Bidder shall be required to provide commercially registered mid segment sedan cars, preferably new or otherwise not more than 2 (Two) year old from the date of the Tender, in the quantities/numbers mentioned in the Tender.

**5. Evaluation Criteria for Financial Bid (Stage 2)**

- a. The Financial Bids of only those Bidders who qualify under the criteria as specified in Annexure 'D' and also comply with the other Tender requirements would be opened. The date and time of opening of the Financial Bids would be intimated in advance to the Bidders who have qualified in the Technical Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Financial Bids. The technically qualified Bidders may be present at the time of opening of the Financial Bid.
- b. Financial Bids should be submitted strictly as per the format given in "Annexure D" only. The detailed procedure / method of quoting and criteria for evaluation of the Financial Bids has been provided in Annexure – D.
- c. Only the authorized representative of the Bidders would be allowed to attend the Bid opening. The authorized representative must carry an authorization letter on the letter head of the Bidder on each occasion as per enclosure (Annexure – G).

- d. Ineligible Tender shall not be entertained for opening of Financial Bid and the decision of AAAL in this regard would be final. Intimation shall be sent only for return of the Financial Bid of technically disqualified parties and no correspondence in this regard will be entertained.
- e. Financial Bids should be valid for acceptance by AAAL for a period of 120 (One Hundred Twenty) days from the date of opening of the Technical Bids.
- f. The financial evaluation shall be based on the rates quoted by the Bidders for each trip for pickup/drop of the crew multiply by the number of estimated monthly trips as per AAAL requirement. All applicable taxes on the monthly billing shall be in addition to the monthly charges calculated as explained above and all such taxes shall not be reckoned for evaluation purpose. However, the Bidders shall be required to quote any toll charges/entry tax/parking charges etc. separately, if required to be borne by AAAL and such additional charges shall be reckoned in the financial evaluation process to determine the L-1 party.
- g. When deemed necessary, 'AAAL' may seek clarifications on any aspect from the Tenderer. 'AAAL' reserves the right to accept or reject any/or all Bids, annul the Tender process and reject all Bids at any time prior to the award of Contract without incurring any liability to the Bidder(s) or without any obligation to inform the Bidder (s) of the grounds for its action.
- h. The evaluation committee may visit the premises of the technically successful Bidders for inspection of its office and the vehicles offered to ensure genuineness of the Bidders.
- i. The Bidders shall be required to comply with all the provisions of the Motor Vehicle Act,1988 and other applicable local laws.
- j. The Bidders shall be required to comply with all the applicable provisions and shall duly comply with all Central and State Acts, laws including but not limited to Contract Labour (Regulation and Abolition) Act, 1970 Workmen's Compensation Act; Payment of Wages Act, Payment of Bonus Act; Employees' Provident Funds & Miscellaneous Provisions Act; Payment of Gratuity Act, Minimum Wages Act, Employees' State Insurance Act or any other applicable laws in this respect.
- k. Any notice by one party to the other pursuant to the Contract, shall be sent in writing to the address specified for that purpose in the Contract.

## **6. Amendments and Extensions**

Amendments and Extensions, if any, to this Tender will be hosted on the website of ALL at [www.allianceair.in](http://www.allianceair.in) and shall be at the sole discretion of AAAL. The Bidders are, therefore, advised to visit ALL's website regularly till the date of closing of the Tender. The last amendment, if any, will be hosted a minimum of 7 (Seven) days before the Closing Date of the Tender. In case there is change in service details/ work scope/ requirement / terms and conditions after release of the Tender, but before its Due Date/Time, the Bidders who have submitted their Bids shall have an option to re-submit their Bids, if they choose to do so, within the extension period as may be specified by AAAL. For avoidance of doubt, it is hereby clarified that the last Bid submitted by the Bidder will be considered as the final Bid.

**7. Tender Fee:**

The Tender is available free for download from AIL's website [www.allianceair.in](http://www.allianceair.in).

**8. Validity of Bid, Prices and Rates, Govt. Duties / Levies etc.**

- a. The price/ rates quoted by the Bidders shall be valid for a period of 120 (One Hundred Twenty) days from the date of Technical Bid opening. Any Bid whose validity is less than 120 (One Hundred Twenty) days shall be summarily rejected.
- b. The Service quantum to be availed could vary by more than or less than 25% (Twenty Five Percent) from that as indicated in the Tender in order to accommodate fluctuations in demand between the date of release of the Tender and the date of award of the Contract. The Bidder has to maintain the quoted/contractual price for this variation in quantity during the Contract Period.
- c. The price offered/agreed should remain firm till the completion of the Contract and subject to the terms of the Tender/Contract.
- d. No request for increase in prices shall be entertained during the Contract Period, except on account of increase in GST or any other government levy or airport operator charges, provided the Successful Bidder submits a proof of payment for such increase to AAAL.
- e. The Bidders should commit to pass on the benefit to AAAL of reduction in statutory taxes, etc. by the Government during the Contract Period.
- f. During the Contract Period, if for any reason there is a downward revision in the prices, the Successful Bidder shall pass on the benefits of the same to AAAL.
- g. Inclusions: The rates offered / agreed by the Bidder shall be inclusive of capital cost, manpower cost including driver & supervisor, operation & maintenance cost, service charge/profit, pollution check charges, road tax, vehicle insurance, provision for name badges, uniform, ID cards and all statutory payments like ESI/ PF etc to driver and supervisors.
- h. Exclusions: The following shall be excluded in the quoted rates:
  - The GST (will be paid/ reimbursed as per prevailing GST rules).
  - WCT if applicable and if imposed by government authorities shall be separately reimbursed by 'AAAL' on production of receipt as a proof of payment.
  - Parking at the terminal building would be provided by AAAL. If not, the cost of parking would be reimbursed on production of receipt as proof of payment.

Any change in govt taxes / levies will be applicable on both parties.

**9. Period of Contract**

The Contract Period would be 3 (Three) years from the date of **execution of the Contract ("Contract Period")**. However, AAAL reserves the right to extend the Contract Period for a further period of upto 2 (Two) years on same terms, rates and conditions, if mutually agreed with the Successful

Bidder based on the satisfactory performance and condition of vehicles deployed. However, AAAL shall have a right to extend the contract for a minimum period of 3 (Three) months beyond its expiry at the same rates, terms and conditions, if so required. The validity of the Agreement shall end ipso facto by efflux of time unless otherwise renewed/terminated.

**10. Rejection of Bids (Technical Bid & Financial Bid):**

The Bids will be rejected forthwith without any evaluation on the following grounds:

- a. In case both the Technical Bid and the Financial Bid is not received in a sealed/closed envelope separately or are received in a single sealed/closed envelope or is received in an open condition.
- b. If the Technical Bid and/or the Financial Bid has been received after Due Date/ Time.
- c. If only the Technical Bid has been received and the Financial Bid has not been received, and vice versa.
- d. If the Technical Bid and/or the Financial Bid have been received by fax or email or in any form, other than the manner mentioned herein.
- e. If the Technical Bid and/or the Price Bid have been received unsigned has not been signed by the authorized signatory of the Bidder.
- f. If any Financial Bid or price information is mentioned in the Technical Bid.
- g. If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or the submitted copies are illegible, or the material unexplained and/or Bids not received as per the desired formats & Bidding instructions.
- h. In case of any variation, in the documents / data submitted by the Bidder in support of the Technical Bid, and in comparison with the original documents during technical evaluation, the Bids of such Bidder would be out-rightly rejected / disqualified during Technical evaluation of Tender and AAAL shall be entitled to claim damages and forfeit the EMD as genuine pre-estimate compensation and damages.
- i. If the Bid response is not presented neatly and corrections, if any, are not duly authenticated with full authorized signatures of the person who has signed the Bid document.
- j. If the price/rate indicated in the Financial Bid is conditional.
- k. If the Financial Bid is not submitted in the format as per Annexure D.
- l. In case the Bidder being an MSME unit as specified at Clause 16 of Annexure A, fails to submit a copy of the relevant MSME certificate along with the Technical Bid.
- m. If the Bid has been received without the undertaking of acceptance of all terms and conditions.

- n. In case of any variation with the original documents, if discovered during technical evaluation of in the documents / data submitted by the Bidder in support of the

Technical Bid, the Bids of such Bidder(s) shall be out-rightly rejected and/or the Bidder shall stand disqualified during technical evaluation of Tender and AAAL shall be entitled to claim damages and forfeit the EMD as genuine pre-estimate compensation and damages.

o. Conditional Financial bids would not be accepted and are liable to be rejected.

p. If original copy of RC, insurance, fitness and permit as per Annexure C1 for vehicles (owned by the Bidder as on date of submission of Tender) along with other relevant documents/papers of eligibility criteria are not made available for inspection to AAAL on a specified date (to be intimated to the Bidder by AAAL in writing in due course) after opening of the Technical Bids.

q. The above list is only illustrative and there can be other relevant grounds of rejection of Bids.

r. AAAL, in its sole discretion and without incurring any obligation or liability, reserves the right at any time to:

- i. Suspend and/or cancel the Bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms and conditions relating thereto;
- ii. Consult with any Bidder in order to receive clarification or further information;
- iii. retain any information and/ or evidence submitted to the AAAL by, on behalf of, and/ or in relation to any Bidder; and/ or
- iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

s. It shall be deemed that by submitting the Bid, the Bidder agrees and releases AAAL, its employees, agents and advisers, from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/or in connection with the Bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

11. **Return of Financial Bids of Technically Disqualified Tenderers:** Financial Bids of the technically disqualified Bidders would be returned to them after finalization of the Tender/Contract with intimation and against acknowledgement from the Bidders. In case a Bidder fails to collect the Financial Bid within the stipulated time of 30 (Thirty) days, the Bid shall be shredded in "as is where is" condition after expiry of 30 (Thirty) days' time.
12. **Other Queries-** During the process of evaluation of Bids, no queries shall be entertained from the Bidders with regard to the status of the Technical and Financial Bid evaluation.
13. **Modification of Bids**



- a. The Bidder(s) can modify or withdraw their Bid(s) after the Bid submission, but prior to the Due Date/Time for submission of the Bid, provided that written notice of the modification/withdrawal is received by AAAL prior to the Due Date/Time for submission of the Bid. Last modification by the Bidder shall be final.
- b. In case of modified Bids, the envelope covers shall carry the superscription of word **"Modified"** in addition to the superscription required by the Tender. In such a case, the Bidder need not submit the EMD again.
- c. In case of withdrawal of the Bid, the Bidder is required to submit a withdrawal letter addressed to **"Chief of Operation"** and the same shall be submitted at the **"Alliance Air Aviation Ltd. Alliance Bhawan, IGI Airport, Terminal 1, New Delhi-110037"**. The cover containing the Bidder's withdrawal letter shall carry the superscription of the word **"Withdrawal of Tender No. AAAL/Tpt/CCU/2022/78 date 07.07.2022 for "Hiring of mid segment sedan AC cars for crew and other officials of Alliance Air Aviation at Kolkata."**
- d. No Bidder shall be allowed to modify/withdraw its Bid during the period after the Due Date/Time for submission of Bids and prior to the expiration of the period of Bid validity. Withdrawal/modification of Bid, during the time period mentioned above, shall result in the forfeiture of the EMD submitted by the Bidder as genuine pre-estimate compensation and damages.

**14. Exemption / Preference for Micro, Small & Medium Enterprises (MSMEs):**

- i. As per Public Procurement Policy for Micro and Small Enterprises (MSMEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.12 by Ministry of Micro, Small and Medium Enterprise (MSME) of Govt. of India. MSMEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSMEs Order, 2012:
- (1) District Industries Centres (DIC)
  - (2) Khadi and Village Industries Commission (KVIC)
  - (3) Khadi and Village Industries Board
  - (4) Coir Board
  - (5) National Small Industries Corporation (NSIC)
  - (6) Directorate of Handicraft and Handloom
  - (7) Any other body specified by Ministry of MSME.
  - (8) UdyogAadhaar
- (ii) MSEs participating in the Tender must submit the certificate of registration with any one of the above agencies indicating the details of the particular Tendered services along with their Bid.
- (iii) The MSMEs 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.
- (iv) The Micro and Small Enterprises not registered for the particular trade/item for which this Tender is relevant, would not be eligible for exemption / preference.
- (v) 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.
- (vi) 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.

The Successful Bidder (MSME/Non MSME) shall be required to submit the Security Deposit as applicable on the Contract value. However, in case of MSME Bidders, the Security Deposit/Bank Guarantee can be submitted on yearly basis renewable every year.

- 15. Price Preference** — The MSEs registered with above mentioned agencies/bodies for the Tendered Service and quoting price within price band of L1+15% (Fifteen Percent) shall also be allowed to supply a portion of requirement by bringing down their price to the price quoted by L1 in a situation where the price quoted by the L1 Bidder (the “**L1 Price**”) is from other than a MSME and such MSME shall be allowed to supply up to 20% (Twenty percent) of total Tendered value/service. In case of more than one such MSMEs are in the price band of L-1 + 15% (Fifteen Percent) and matches the L-1 Price, the 20% (Twenty Percent) value shall be shared proportionately.

16. **Preference for MSMEs owned by Scheduled Castes or Scheduled Tribes (the “SC/ST MSME”)—** Within above given 20% (Twenty Percent) quantity, a purchase preference of four per cent (that is, 20 (twenty) per cent out of 20 (twenty) per cent) is reserved for MSMEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs, if they participate in the Tender process and match the L1 Price. Provided that, in event of failure of such SC/ST MSME to participate in Tender process or meet Tender requirements and L1 Price, the aforementioned four per cent of the Tender services/value reserved for SC/ST MSME shall be met from other MSMEs.

- (i) MSMEs would be treated as owned by SC/ ST entrepreneurs:
  - 1. In case of proprietary MSME, proprietor(s) shall be SC /ST.
  - 2. In case of partnership MSME, the SC/ST partners shall be holding at least 51% (Fifty-One Percent) shares in the unit.
  - 3. In case of Private Limited Companies, at least 51% (Fifty-One Percent) share shall be held by SC/ST promoters.
- (ii) Where any aggregator has been appointed by the Ministry of MSME, themselves to Bid on behalf of some MSME units, such Bids will be considered as Bids from MSME units and all such facilities would be extended to these also.
- (iii) An MSME Unit will not get any purchase preference over another MSME Unit.

MSMEs will also be entitled to the payment terms of 45 (Forty Five) days credit as against AAAL’s standard payment terms of 60 (Sixty) days credit.

17. **Security Deposit (SD)/ Performance Guarantee (PG):**

- a. The Successful Bidder, on award of LOI / Contract, shall deposit, and continue to maintain for the entire period of Contract plus 3 (Three) months, a sum equivalent to 3 % (Three Percent) of Contract value as estimated by ‘AAAL’, as Security Deposit (the “**Security Deposit**” and “**SD**”)in the form of an irrevocable and unconditional bank guarantee from a scheduled commercial bank.
- b. In case of submission of Security Deposit by BG, it may please be noted that the original BG has to be forwarded to AAAL. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the Successful Bidder.
- c. Security Deposit if provided by way of Bank Guarantee shall be furnished unconditional and irrevocable, on non-judicial stamp paper of appropriate value and in the prescribed format, as per Annexure ‘F’.
- d. The Security Deposit will be refunded / returned without interest within 60 (Sixty) days of successful completion of Services against the Contract after adjusting for damages, if any, that may be imposed under the terms of the Contract.
- e. Validity of the BG would be till 90 (Ninety) days after expiry of the Contract Period. It is clarified that if the Contract is extended, the same terms of maintaining a Security Deposit will apply for extended period as well.
- f. Security Deposit will be applicable to successful MSME Units also.
- g. In case of MSME Bidder, the Security Deposit can be deposited on yearly basis, renewable every year. The Third year Bank Guarantee should be valid for a period of 60 (Sixty) days beyond the Contract Period.
- h. In the event the Security Deposit is not deposited by the Successful Bidder within 30(Thirty) days from the date of award of the Contract, AAAL reserves the right to terminate the

Contract and re-issue a fresh tender for providing the Services under the Contract at the sole risk and cost of the Service Provider.

- i. In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / Bank Guarantee be invoked, as a genuine pre-estimated compensation and damages.
- j. Such Security Deposit shall not bear any interest and shall be refunded without interest only on successful completion of the Contract and upon fulfilment of all contractual obligations after a period of 3 (Three) months from the expiry of the Contract Period.

#### **18. Price Negotiation**

As a general norm price negotiation are not to be carried out with the Bidders. Negotiations, if at all, shall be an exception and may be held for better pricing with the L1/Lowest Bidder only.

#### **19. Award of LOI**

The award of LOI to the Successful Bidder shall be subject to fulfilment of eligibility criteria and acceptance of the terms & conditions of the Tender.

#### **20. AWARD OF THE CONTRACT**

The 3 (Three) year Contract shall be awarded to the Lowest Bidder/L1.

#### **21. Award of Contract/agreement, Acceptance, Commencement / Execution**

The award of Contract shall be subject to fulfilment (in addition to eligibility criteria and the undertakings as provided under the Tender) of following conditions by the Bidder:

- i. The Contract shall be awarded to the Lowest Bidder.
- ii. The Successful Bidder has to convey acceptance of Letter of Intent (LOI)/Contract within 7(Seven) days of receipt of the same and provide their bank details with a cancelled cheque.
- iii. The Successful Bidder has to commence the Services within 7(Seven) days after execution of the Contract/LOI (the "**Commencement of Services**").
- iv. In case the Successful Bidder is unable to commence Services within 7 (Seven) days from the date of execution of LOI, the Bidder shall intimate AAAL for the reasons for the same.
- v. In case, the reasons for delay of commencement of the services are not convincing, 'AAAL' shall have a right to cancel the LOI/Contract and shall be free to make alternate arrangement and the EMD of such service provider shall be forfeited. Besides this, the Successful Bidder shall not be considered for any future tenders for a minimum period of 3 (Three) years. The decision of AAAL would be final in this regard.
- vi. The Successful Bidder, on receipt and acceptance of LOI shall execute the Contract on Rs 100/- (Rupees\_Hundred) non-judicial stamp paper with AAAL within 30(Thirty) days of commencement of services. The cost towards the preparation, negotiation and execution of the Contract shall be borne by the Successful Bidder.

#### **22. Management of Services**

- (i) The Service Provider shall provide the required service as per the requirement of work scope of the Tender. The complete responsibility for providing Services as per the terms of the Tender shall be with the Bidder.

- (ii) The Bidder shall be solely responsible for the acts and deeds of his personnel deployed by him for the Services. 'AAAL' shall, in no way, be responsible for, and Bidder shall indemnify and hold AAAL harmless for, any violation of any rules/regulations/instructions of the concerned agencies and/or for any loss or damage caused by its personnel to 'AAAL' staff and/or third party and any such loss or damage shall have to be compensated/borne by the service provider.
- (iii) The Service Provider shall try to engage the same manpower as outlined in the work-scope at Annexure B so that continuity of work and the quality of services do not suffer.
- (iv) Supervision of personnel provided by the Service Provider shall be his responsibility.
- (v) Verification of antecedents of service provider's personnel shall be its responsibility.
- (vi) The Service Provider shall provide name badges, identity card, uniform etc. to its personnel at its own cost and will also ensure that such personnel wear the uniform and identification and keep it neat, clean and tidy.
- (vii) The Service Provider shall ensure the quality of services which are performed by its personnel and in case of any complaint, the Service Provider shall have to replace the concerned personnel; failing which 'AAAL' shall have right to refuse entry of any such personnel.
- (viii) The list of drivers to be deployed for AAAL duty, their copy of driving licence, and their police verification etc. should be completed 2 (Two) days before the commencement of services. The copy of such police verification/ driving licences should be submitted to AAAL for its records.

**23. Rectification of Complaints:**

AAAL' shall promptly notify the Service Provider of any claims / deficiency on their part arising under or out of the Contract.

In case the Service Provider, having been notified, fails to take remedial action within reasonable time, 'AAAL' may take remedial action without any further notice, at the risk and cost of the service provider and terminate the contract without prejudice to any other rights which AAAL may have against the Service Provider under the Service Contract.

**24. Payment of Wages to Workers:**

- (i) 'AAAL' shall not be responsible for the payment of wages and or any other emoluments to the personnel / workers of the Service provider so deployed. It shall be the sole responsibility of the Service provider to make payment to the said personnel /workers 7<sup>th</sup> (Seventh) of every month failing which the monthly bill will not be processed and the Service Provider shall at all time keep 'AAAL' indemnified against any claim from its personnel / workers in this regard.
- (ii) All records, documents under various statutory provisions of monthly wages, attendance etc. shall be maintained by the Service provider and shall be open for inspection by any authorized representative of 'AAAL' / third party authorized by 'AAAL' and government agencies.
- (iii) Copy of wage register, attendance, PF/ESI challan and all other payments made by the Service Provider regularly as per the prevailing labour laws should be submitted to AAAL along with the monthly bill together with a letter of undertaking as per Annexure C1.

**25. Compliance with Statutory Provisions:**

- (i) The Service Provider shall be responsible for ensuring compliance with provisions related to Labour Laws (Central/State) Minimum Wages Act, Payment of Wages Act, PF Act, ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act, Workmen Compensation Act, Mumbai Labour Welfare Fund Act or any other law applicable from time to time.
- (ii) The Service Provider shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any of the provisions of the Labour Laws. The Bidder shall indemnify AAAL against any claims/cost/damages and penalties in respect of breach of any of the provisions of the Laws in force. The employee of the Service Provider shall not be deemed to be the employee of AAAL, hence the compliance of the Laws will be the sole responsibility of the Tenderer.
- (iv) It shall be the responsibility of service provider to comply with all liabilities arising out of any provisions of Labour Acts / Enactments hitherto in force or enacted from time to time during the execution of this agreement. All records, documents under various statutory provisions maintained by the service provider shall be open for inspection by an authorized representative of AAAL and service provider shall produce the same as and when required for inspection.
- (v) AAAL shall not be responsible for any injury sustained by service provider personnel during the performance of their duties and also any damage or compensation due to any dispute between the service provider and/or its employees. Any expenditure incurred by the AAAL to handle any such situation arising out of the conduct of deployed personnel or otherwise shall be deducted from the bills / security deposit of service provider.
- (vi) The Service contract shall be for providing the transport services and not for engagement of manpower.
- (vii) The Service Provider's employee deployed for running the vehicle on AAAL duty shall be an employee of the Service Provider and under no circumstances shall be deemed the employee of Alliance Air Aviation Ltd. AAAL shall have no relationship or nexus of any kind whatsoever with such employee deployed by the service provider. Such employee shall not be entitled to claim any right, privilege or benefit from AAAL and in the event of any such claim the Service Provider undertakes to indemnify AAAL for any loss or demand financial or otherwise. The responsibility of discipline of the employee in case of any complaint from AAAL shall solely be that of the Service Provider.

**26. Fraudulent Practices:**

AAAL requires that Bidders observe the highest standard of ethics during the Bidding process and execution of contracts. In pursuance of this, AAAL defines, for the purposes of this provision, the terms set forth below as follows:

- a. **"Corrupt practice"** means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the AAAL and includes collusive practice among Bidders (prior to or after Bid submission) designed to

establish Bid prices at artificial non-competitive levels and to deprive AAAL of the benefits of free and open competition.

- i. Shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract.
- ii. Shall declare a Bidder ineligible and blacklist such Bidder, either indefinitely or for a stated period of time if it at any time, AAAL determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
- iii. Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent/corrupt practices during the currency of the Contract.
- iv. EMD or Security deposit as the case may be, shall be forfeited, in addition to the above-mentioned remedies which AAAL shall have

#### **27. Errant Bidders**

In case after Price Bid opening, the L-1 Bidder is not awarded the Tender for reason solely attributable to such L-1 Bidder, for reasons as mentioned in this Tender, thereof leading to retendering, AAAL shall forfeit EMD paid by such Bidder towards genuine pre-estimated compensation and damages and such Bidders shall be debarred for a period of 3 (Three) years from participation in the next tender for the subject services as well as against any Tender enquiry for any service sought by AAAL and its sister concerns at all locations. AAAL further reserves the right to blacklist the Bidder for a period up to 3 (Three) years.

#### **28. Contract Management**

The Contract administration would be the sole responsibility of the user department of AAAL. AAAL's user department will monitor for day-to-day activities of the Contract as per the terms as may be specified in the Contract. For Services received directly by the users, the quantum of damages to be levied in case of any underperformance or deviation from the terms of the Service as per the Contract will be determined by the competent authority in the user department i.e. operations/ IFSD/transport, and the same shall be advised to the finance department.

In the context of facilitation of execution of contracts, AAAL's user department would assist in respect of the required space and infrastructure etc.

#### **29. Payment / Billing / Record of Daily Services:**

- (i) The Service Provider shall submit monthly bills no later than 15<sup>th</sup>(Fifteenth) of the following month along with the usage details for operations of the hired vehicles to the office of station manager/coordinator.
- (ii) 'AAAL' shall make payment only for the undisputed amount on monthly basis by an account payee cheque / RTGS / ECS etc within 45 (Forty-Five) days of the date of submission of bills.
- (iii) No advance payment shall be admissible under any circumstances.
- (iv) Deduction of applicable taxes and other statutory dues if any shall be made at source as per rule applicable from time to time.

#### **30. Indemnification:**

- (i) The Service Provider must agree to indemnify AAAL against payment of penalty/third party claims/damages /loss/theft of property of AAAL or any other party/ penalty due to mishandling on the part of personnel provided by the Service Provider. The Tenderer shall

also indemnify for any liability arising out of any accident /incident involving its vehicles and shall reimburse any loss or damage to AAAL / concerned party. In case, any such amount is not deposited/ paid to AAAL, the same shall be deducted from the Service Provider's monthly bills/ Security Deposit / future payments due to the Service Provider.

- (ii) The Service Provider shall also indemnify to AAAL for making good any claim/penalty /loss or damages including costs thereof in respect of any breach or violation on any of the provisions of any law including labour laws governing their employee. In case of failure to make good above losses/expenses to AAAL, the same shall be deducted from the monthly bills/security deposited/future payments due to the Service Provider.
- (iii) The Service Provider shall indemnify that he shall be solely responsible for the acts and deeds of personnel deployed by it. AAAL shall, in no way, be responsible for violation of any rules/regulations/instructions of the concerned agencies and/or for any loss or damage caused by its workmen and any such loss or damage shall have to be compensated/borne by the Service Provider.
- (iv) The Service Provider shall indemnify and shall be responsible for any injury sustained by its personnel during the performance of their duties and also any damage or compensation due to any dispute between them and its personnel and AAAL shall not be held responsible on this account. Also, any expenditure incurred by the AAAL to handle the situation arising out of the conduct of personnel deployed by the Service Provider shall be made good from Security Deposit / bill payments owed to the Service Provider.

**31. Compliance of Security Regulations:**

- (i) The Service provider shall ensure that all the safety and security regulations of AAAL are strictly adhered to and complied with by personnel deployed.
- (ii) Any violation of security regulations and indulging in illegal activities by its personnel will be at the cost/risk of Service Provider.
- (iii) The Service Provider should ensure verification of character and antecedents of its personnel by Police. Every employee's photograph, copy of Police verification of character and antecedents, and contractors undertaking are to be furnished to AAAL Transport Department.
- (iv) The Service Provider shall provide at its own cost proper uniforms, as approved by AAAL, for the personnel deployed.
- (v) The Personnel so deployed must be in possession of photo identity cards provided by the Service Provider under his signatures, company's name and seal at its own cost.
- (vi) Any lapse noticed on the part of Service Provider its employee in theft/pilferage/malpractices may be inquired into by AAAL Security/other officials and suitable action including legal proceedings may be initiated for breach of contractual liability or criminal liability, as the case may be.
- (vii) The Service Provider shall take responsibility for good conduct of its employees during the Contract Period. If any of its employees are involved in any theft/pilferage of property of AAAL crew/official/AAAL property, AAAL reserves the right to compensation from the Service Provider apart from enforcing any other legal remedies available to AAAL.
- (viii) It will be the responsibility of the Service Provider to ensure that no unauthorized personnel other than those deployed specifically for the Services gain access to the AAAL report premises where the Services are to be provided.

- (ix) The Service Provider shall also be responsible for getting all necessary clearance, if any, from all Govt. Agencies required to be liaised to execute the work scope of subject tender



**32. No Deviation**

The Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions.

**33. Other Terms & Conditions:**

- i. It is further clarified that any Bidder signing the Bid and other documents in connection with the Tender must certify whether he signs as:
  - (a) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.
  - (b) A partner of the firm if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the Tender should be signed by all the Partners.
  - (c) Constituted attorney of the firm, if it is a Company.
  - (d) Authorized signatory of the firm
- ii. Also, issue / submission of Bid form does not necessarily mean that the Bidder is an eligible Bidder.
- iii. Bidder is advised to quote strictly as per terms and conditions of the Tender and not to stipulate any deviation / exceptions.
- iv. The Tender closes on the Due Date/ Time specified in Tender. Bidders must submit their Bids well in time, before the scheduled close date and time of the Tender to avoid any last-minute glitches such as postal or courier problems or for any other reasons.
- v. AAAL will not entertain last moment request for extension of Due Date/ Time and reserves the right to accept or reject such request for extension at its sole discretion.
- vi. The Due Date/Time of Tender may be extended at any time prior to the date of closing of Tender. The closing date of submission of Bids may be extended at any time including after the scheduled date of closing, at the sole discretion of AAAL.
- vii. AAAL reserves the right to close the Tender / reject any /all Bids at any stage of Tender at its sole discretion, without any additional cost to AAAL
- viii. AAAL reserves the right not to consider the Bid of any Bidder, blacklist the Bidder for a period of 3 (Three) years, if it is determined / noticed at any stage during the Tender process or after Contract Period that the Bidder 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, the Bidder may have with AAAL where to AAAL reserves the right to take appropriate actions as deemed fit, in AAAL's sole discretion
- ix. AAAL reserves the right to reject/not consider at its sole prerogative the Bids of such Bidders who have been involved in any litigation with AAAL in the last 5 (Five) years/ongoing litigation or arbitration with AAAL or have been blacklisted/ debarred by any PSU, Govt. bodies.
- x. Bidders are required to declare if they have any ongoing legal disputes with any government agencies such as Income Tax, EOW etc. In the event of any Suppression/ Misrepresentation of such facts AAAL reserves the right, at its sole discretion, to take appropriate action as deemed fit including but not limited to disqualification of the Bidder and termination of the Contract.
- xi. Any clarifications sought by AAAL with respect to the Bids submitted by the Bidders will be considered as a part of the Bid and AAAL reserves the right to seek clarifications at any stage of the Tendering process.
- xii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

- xiii. All relevant documents required related to the Services to be provided under this Tender are to be submitted by the Bidders at their own cost.
- xiv. Bids should be unconditional. Conditional Bids would not be accepted and are liable to be rejected.
- xv. The terms of the Tender and the Contract are **CONFIDENTIAL** and anything contained in the Tender shall not be disclosed by the Bidders to any third party in any manner, whatsoever.
- xvi. Bidder shall give the official mailing address and fax numbers to which all correspondences shall be sent by AAAL. Also, in the event the address of the Bidder is changed, the same shall be intimated to AAAL immediately by the Bidder.
- xvii. AAAL reserves the right to annul the Tender process and reject any or all the Bids at any time prior to the award of Contract without incurring any liability to the Bidder(s) or without any obligation to inform the Bidder(s) of the grounds of such annulment/rejection. AAAL further reserves the right to add/delete/modify any one or more of the terms and conditions contained in the Tender or any of the agreements proposed to be entered into by AAAL with the Successful Bidder.
- xviii. The Near Relatives of employees of AAAL office who is likely to benefit the Bidder during the award/implementation of Contract are prohibited from participation in this Tender. Near relatives are defined as:
- a. Members of Hindu undivided family.
  - b. Their husband or wife
  - c. Relatives in the manner as father, mother, son(s), son's wife, daughter(s), Daughter's husband, brothers, brother's wife, sister and sister's husband
- xix. The Bidder should quote in figures as well as in words, the rates and amount in figures only as per the Financial Bid format given in ANNEXURE 'D'. The language for filling Tender Documents shall be in **English** only. Documents if submitted in other languages will not be considered. The amount for each item should be marked out and with the requisite total.
- xx. When there is a difference between the rates in figures and in words in Financial Bid, the rates which corresponds to, the amount worked out by the Bidder, shall be taken correct as per the following:
- a. When the amount of any item is not worked out by the Bidder or it does not correspond to the rate written either in figure or in word, then the rate quoted by the Bidder in words shall be taken as correct unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
  - b. When the rate quoted by the Bidder in figures and in words tallies but the amount is not worked out correctly, rate quoted by the Bidder shall be taken as correct and not the amount of any item.
  - ~~b.c.~~ If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected.
- xxi. All rates shall be quoted on the proper form (i.e. the Financial Bid format) of the Tender alone. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only. The total amounts should be written in figures only. In case of figures, the words Rs or the rupee symbol should be written before the figures of rupees and words paise after the decimal figures, e.g. Rs.2.15p and in case of words, the word Rupees shall precede, and the word "Paisa" shall be written closely following the amount and it shall not be written in the next line.

## GENERAL TERMS AND CONDITIONS OF THE CONTRACT

### 34. Recovery of Sum Due:

- (i) Whenever under this Contract, any sum of money is recoverable from the Service Provider, AAAL shall be entitled to recover such sum from it and the Service Provider shall pay to AAAL the amount within 30 (Thirty) days of the demand by AAAL.

- (ii) If such amount proves insufficient, AAAL may appropriate in part or full from the unpaid bills, and then if need be from the Security Deposit already deposited by the Service Provider as a genuine pre-estimated compensation and damages.
- (iii) If any amount due to AAAL is so set off against the said Security Deposit, the Service Provider shall have to make good the said amount so set off to bring the Security Deposit to the original value immediately, and in any event, not later than 3(Three) days of the depletion of the original value.

### **35. Confidentiality**

35.1 The Bidder/Successful Bidder/Service Provider shall at all times keep confidential, all information acquired in consequence of this Tender (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.

35.2 The Bidder/Successful Bidder/Service Provider shall not disclose the Confidential Information to any other third party, without the prior written consent of AAAL, unless such disclosure is

- (a) required by law, decree, order or directive of a competent judicial / administrative / legislative authority;
- (b) such Confidential Information is or becomes generally available to the public through no breach of such Bidder/ Successful Bidder;
- (c) was in the Bidder's/ Successful Bidder's possession prior to the time of receipt of it by such Bidder/ Successful Bidder;
- (d) is developed independently by the Bidder/ Successful Bidder; or
- (e) is rightfully obtained by third party without breach of this Clause.

35.3 As such, the Bidder/Successful 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.

### **36. Force Majeure Event**

Neither the Service Provider nor AAAL (collectively "Parties" and individually "Party") shall be in breach of any obligation under the Contract if it is unable to perform that obligation in whole or part by reason of occurrence of Force Majeure Event.

Force Majeure Event means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity, but not including seasonal rains) or events such as a war, strike, riots. The affected Party shall give immediate notice in writing of occurrence of a Force Majeure Event as soon as it occurs (in any case not later than 5 (Five) days of information about the occurrence of such an event becoming known to such Party) and shall thereafter keep the other Party informed of the continuation or termination of such event as soon as possible (and in any event within 3 (Three) days of the continuation or termination of such event).

Notwithstanding the occurrence of a Force Majeure Event, the affected Party shall use its best reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force Majeure and shall reasonably allocate its available resources, giving priority to its obligations under the Contract.

The Party so affected shall take all reasonable steps to remedy the failure and reasonably allocate its available resources, giving priority to perform its obligations under the Contract and to keep the other Party informed of the steps being taken to mitigate the effects of an event of force majeure.

If the performance in whole or in part or any obligation under the Contract is prevented or delayed by any reason of subsistence of a Force Majeure Event for a period exceeding 90 (Ninety) days, either Party may at its option terminate the Contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the Contract for delay or breach of Contract, the Service Provider would not be liable for imposition of any such damages so long as the delay and/or failure of the Service Provider in fulfilling its obligations under the Contract solely attributable to the occurrence of a Force Majeure Event.

**37. Resolution of Disputes and Arbitration:**

- i. Any dispute arising between the Service Provider and AAAL(Party/Parties), in respect of the construction, interpretation, application, meaning, scope, operation or effect of the Contract or the validity or breach thereof or the validity or breach thereof, shall first be settled by mutual consultation/ discussion between the senior executives of the parties.
- ii. If the dispute remains unresolved after a period of Thirty (30) days from the date when the mutual consultation has started, then the unresolved dispute/difference shall be settled by arbitration.
- iii. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, and shall be conducted by a sole arbitrator appointed by mutual consent of the AAAL and the Service Provider, or failing such agreement, such sole arbitrator shall be appointed as per the applicable rules under Arbitration and Conciliation Act, 1996. Nothing in this Clause shall prevent the parties from obtaining relief from a court of competent jurisdiction in the form of provisional or conservatory measures (including, without limitation, preliminary injunctions to prevent breaches hereof). Any request for such provisional measures by a party to a court shall not be deemed a waiver of this agreement to arbitrate. The seat and venue of arbitration shall be New Delhi, India and it shall be conducted in the English language.
- iv. The arbitration award passed under the arbitration shall be final and binding on the Parties. Each Party shall bear their own cost with respect to such arbitration.
- v. Any Dispute whatsoever arising out of this Contract shall be subject to the exclusive jurisdiction of the courts of New Delhi only.

It is clarified that this Clause is only applicable to the Contract and this Tender.

**38. Exit Clause/Termination of Contract:** The Contract may be terminated under the following circumstances:

38.1 AAAL' may at any time terminate the Contract with immediate effect by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent. Provided that, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to 'AAAL'. In any case as afore mentioned, no compensation shall be made available to the Service Provider.

38.2 In case of unsatisfactory performance or breach of any of the clauses of the Contract, 'AAAL' would issue a notice of 30 (Thirty) days to the Service Provider to rectify the breach and improve the performance failing which, 'AAAL' shall be at liberty and within its rights to terminate the Contract by providing a 30 (Thirty) days written notice to the Service Provider and the Service Provider shall not have any right to dispute or question the judgment of AAAL w.r.t such termination due to unsatisfactory performance of service provider/party.

38.3 If there is a change in the requirement or if the tendered Services are no longer required due to change in operational requirements, the Contract shall be terminated by 'AAAL' by giving 90

(Ninety) days written notice. Without assigning any reason, and service provider / party cannot challenge AAAL decision in this regard.

38.4 The Service Provider/party shall also be at liberty to terminate the contract by providing to 'AAAL' a 90 (Ninety) days written notice. In such event, AAAL shall also have no right to claim compensation/damages etc. from the Service Provider on account of early termination. However, the Service Provider shall duly comply with its respective obligations accrued under the Contract occurring prior to such exercise of termination.

38.5 The Successful Bidder/ Servicer Provider, who exercises the option of this exit clause will however not be allowed to participate in the immediate next Tender and the ones floated 3 years thereafter for like Services at the sole discretion of AAAL.

38.6 In case the successful tenderer/party withdraws the services without serving termination notice of 90 days in writing, AAAL will make the alternative arrangement & cost of such arrangement/an amount that will make good the loses due to such activity of the service provider, will be recovered from the security deposit /unpaid bills of the service provider. The decision of competent financial authority of AAAL will be final in this regard.

It is clarified that this Clause is only applicable to the Contract and this Tender.

#### **39. Subcontracting/Assignment**

- (i) The Service Provider shall not assign/subcontract the Contract, in whole or in part, nor any of its rights or obligations hereunder, without the express and prior written consent of AAAL, which consent may be provided or denied by AAAL in its sole and absolute discretion.
- (ii) Any assignment/subcontracting of this Contract or any of the rights hereunder, without AAAL's express and prior written consent shall be absolutely void and AAAL reserves the right to terminate the Contract by providing a 15 (Fifteen) Days' prior notice to the Service Provider.

#### **40. Notices**

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

#### **41. Legal Status**

The relationship of the Parties shall be that of independent contractors. Nothing in this Contract shall be construed to create a joint venture, agency or partnership or similar relationship between the Parties, or to authorize a Party to act as an agent or representative for the other Party. No Party shall have express or implied authority to bind or represent the other Party for any purpose whatsoever unless expressly agreed in writing by the other Party.

#### **42. Third Party Benefit**

Nothing herein expressed or implied is intended, nor shall it be construed, to confer upon or give to any third party any right, remedy or claim under or by reason of this Contract or any part thereof.

#### **43. Expenses**

Each Party shall bear its own costs and expenses (including legal expenses) associated with the preparation, negotiation and execution of this Contract and any other relevant documents.

**44. Severability**

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

**45. Amendment**

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

**46. Governing Law**

This Contract shall be governed by, construed and enforced in accordance with the laws of India.

**47. Interpretation**

In the event of any difference in the interpretation of any of the clauses of the Service Agreement and/or the Tender documents, the clarification given by Chief of Operation/Incharge Transport, AAAL, shall be final and bindi

**Annexure B**



Tender No: AAAL/Tpt/CCU/2022/78

Dated:07.07.2022 Due Date: 22.07. 2022

**Sub: Tender for Hiring of Mid Segment Sedan AC Cars for Crew & other officials of Alliance Air Aviation at Kolkata**

**ELIGIBILITY CRITERIA & SCOPE OF WORK**

**1.0 Eligibility Criteria for bidders.** The prospective Bidder shall have the following eligibility criteria as on date of application of the Tender (**the “Eligibility Criteria”**):

**1.1** The Tenderer must own a fleet of Minimum **10 (Ten)** Serviceable Commercially Registered Four Wheeled Passenger Vehicles like passenger Cars/MUVs etc. in the name of Company/Proprietor/Partner/Firm as on date of application of the Tender. The original R.C book, Insurance, Fitness and permit of vehicles mentioned at Annexure C-1 along with other relevant documents/papers of eligibility criteria have to be made available for inspection to tender committee of AAAL on a specified date (to be intimated to Tenderer by AAAL)

- 1.2 The Tenderer must have PAN/GST registration number and must furnish self-attested copies of the same with its Bid response.
- 1.3 The Tenderer should have ESI and PF registrations at the time of application of Tender and enclose self-attested copies of the registration.
- 1.4 The Tenderer must have a **functional office at Kolkata** as on date of submission of the Tender (a documentary proof thereof, i. e. self-attested copy of lease agreement / electricity bill / telephone bill must be enclosed).
- 1.5 Self Attested Copy(s) of documentary proof as required above must be furnished along with the Tender and in case of not furnishing required information and documents with the Tender; the Tender shall be liable for rejection. Reply such as “applied for” or “under process” shall not be acceptable under any circumstances.
- 1.6 Bidders fulfilling the above eligibility criteria will only be eligible to participate in the Tender.
- 1.7 The tenderer must have minimum 2 yrs experience post **01 Jan 2014 till 29 Nov 2021** in providing similar transport service (Car/MUVs) to corporate/PSUs/Govt Undertaking. Tenderer must enclose self attested copies of performance certificate with relevant details like no of years/value issued by Buyer of the service also to attach contract copy if possible.
- 1.8 The Tenderer must have an average annual turnover out of transport business of Rs 1Crore or above for the year 2018-2019 & 2019 – 2020. A certificate to this effect is to be enclosed from CA or any other proof stating the same. Waiver from this clause will be the sole prerogative of Competent Financial Authority of AAAL.
- 1.9 The tenderer must submit PAN No of the company and must furnish Self attested copy of Income tax return and annual report , Balance sheet and profit and loss account statement for the two preceeding financial year along with the tender.
- 2.0 REQUIREMENT OF VEHICLES:**
- 2.1 The vehicles are required for pick-up/drop of crew members and officials of AAAL from different residential area in the city and vice versa. The vehicle is required to report at Airport before one hours 15 (Fifteen) minutes of the flight departure time for pickup and at Airport before 15 (Fifteen) minutes of arrival of the flight while dropping. The vehicle should report accordingly at the residence of crew.
- 2.2 The tentative requirement at the station is for **23 pickup and 23 drops per day** based on the current flight schedule which may varies from time to time. In addition to operating crew, the pickup/drop of **SOD crew may also be required**. The actual requirement of pickup/drop will be intimated to service provider on day to day basis.
- 2.3 The payment would be made based upon actual number of pickup/drops performed by the Service Provider and at the rates agreed by AAAL.
- 2.4 The approx. average distance of crew residence from Airport is 22 Kms.
- 2.5 The vehicles are required for pickup/drop X 365 (Three Hundred Sixty Five) days in a year including Saturdays, Sundays, Holidays and National Holidays.
- 2.6 The vehicles must be commercially registered.

- 2.7 The drivers should be provided with mobile phone.
- 2.8 The driver will load and off load the AAAL crew/[personnel baggage](#) from the carrier. The Service Provider will ensure that the baggage is protected in case of rains and properly tied-up for safety
- 2.9 The Offered vehicle post contract mandatory be must to be of 2020 Make. Any vehicle that is being offered with make earlier than that is mentioned will be rejected and necessary penal action will be initiated as deemed to be fit by AAAL authority.
- 2.10 All toll taxes/levies w.r.t. surface transport applicable during trip agreed upon shall be payable by the L1 Bidder. AAAL will not be responsible for paying such taxes. Any delay/disruption caused due to non-payment of such taxes to Govt. authorities/Govt. approved entities will result in penal action as deemed to be fit by AAAL authority

### **3.0 Service Level Expected:**

- 3.1 Based on the roster/arrival details received from IFS /CMS department, the details of pick up /drop would be provided by AAAL thru e-mail / hard copy and would be given to the Service Provider for arranging pickup and drop. It is the responsibility of the Service Provider to arrange vehicles for pickup and to ensure reporting as per the scheduled reporting time. Vehicles must be positioned for drop as soon as the crew arrives.
- 3.2 The Service Provider shall monitor the movement of the vehicles deployed for pick-up of crew by communicating with the drivers. The details pertaining to actual reporting time, time of boarding and airport reaching time should be mentioned by the driver in the pick-up slip/log book provided to the driver. In case the vehicle does not leave within the stipulated time for Airport or any delay in reaching Airport due any reason, the same should be intimated to AAAL, if not, AAAL shall be within its right to seek compensation as mentioned below.
- 3.3 Every day new/separate log book sheet of each vehicle to be used. Pickup/drop details including time in/ time out shall be recorded in the log book by the Service Provider. The driver will get the log book (each trip) signed from the user and counter signed from the staff of 'AAAL'.
- 3.4 The nature of duty to be assigned to each of the driver/vehicle shall be at the sole discretion of AAAL. The Service Provider shall ensure that the drivers adhere to the norms as specified in the
- 3.5 The Service Provider shall maintain adequate maintenance back up of the vehicles to ensure the desired availability of cars, in case of breakdown or planned maintenance. The standby/alternate vehicles must be of equivalent or superior class. Such arrangement should be temporary and not be on regular basis and should be informed to AAAL.
- 3.6 If transport is not available for pickup/drop due to any reason, pre-paid cabs must be arranged by the Service Provider in advance and the entire cost/expenditure is to be borne by the Service Provider. However, the Service Provider will be paid for pickup/drop charges as per contract. Such arrangements should be temporary and not on regular basis and should be informed to AAAL in advance. In case the Service Provider fails to make such arrangements, AAAL, shall be at liberty to make alternate arrangements and expenditure incurred by AAAL for arranging transport and compensation shall be sought. In such cases the Service Provider cannot claim for pickup/drop charges.
- 3.7 The number of pickup/drop is not fixed and depends on the flight schedule, the Service Provider shall position all the requisite number of vehicle for pickup and drop.
- 3.8 In case of break-down of vehicle enroute, it will be the responsibility of the Service Provider to make alternative safe arrangement immediately such as to divert the vehicle already plying in that area or call for radio-taxi, so that the crew reaches its destination in time. Such arrangement shall be informed to AAAL / driver of the vehicle failing which AAAL shall be within its rights to make alternative arrangements by hiring / arranging another vehicle from any other source and expenditure incurred by AAAL for arranging transport and compensation as mentioned herein shall be sought.



**3.9** The Service Provider must provide the requisite number of vehicles for pickup/drop every day, otherwise compensation as mentioned herein shall be sought.

- a. The compensation amount shall be deducted from future/pending bills of the Tenderer. In case the amount recoverable is more and not made good by way of deductions from the bills, the Security Deposit shall be forfeited to recover the amount due as genuine pre-estimate compensation and damages. However, the above cases of compensation can be reviewed by Executive Director (Ops) for waiver depending on the merit of each case.

**4.0** Timely service as per schedule provided in this Tender shall be the essence of this Contract. In case of failure on the part of the Service Provider to comply with any one or more of the terms of the Contract, the applicable Damages as mentioned below shall be levied.

Sr. No.	Service Level Expected	Key Performance Indicator (KPI)	Damages in INR in case of failure
<b>1</b>	<b>Documentation</b>		
1.01	Vehicle Documents	Vehicle Registration ( Tourist ), Road Tax, Comprehensive Insurance cover, RTO permit, Fitness Certificate	200/- per vehicle per day
1.02	Submission of Crew signed voucher	As per ANNEXURE 'I'	No payment for the performed trip.

<b>2</b>	<b>Drivers &amp; Supervisors</b>		
2.01	Driver's License	Driving License issued by RTO, Permit to drive commercial vehicle	100/- per day
2.02	Supervisor/Driver's Uniform	As per guidelines	100/- per day
2.03	Rude Behaviour	Crew / AAAL Staff Complaint	500/- per incident/ Severe Action
2.04	Intoxicated Driver	To be terminated with immediate effect.	1000/- Per incident
<b>3</b>	<b>Accessories</b>		
3.01	GPS Units	To be available & operational	100/- per day
3.02	Car Interiors & Exteriors	Dust free/ odour free/ stain free	100/- per day
3.03	Fire Extinguisher	To be available	100/- per day

3.04	First Aid Kit	To be available	100/-per day
3.05	Air-conditioning	To be functional	500/-per day
3.06	Communication	Functional two way communication	100/- per day
<b>4</b>	<b>Service delivery</b>		
4.01	Vehicle not reported for Pickup/drop/non delivery of DR message as per plan	Flight delay due to transport	Rs.-5000/- per incident +Reimbursement
4.02	Vehicle reported late for Pickup/drop/delivery of DR message	Crew reporting late at movement control	Rs. 1000/- +Reimbursement
<b>5</b>	<b>Safety</b>		
5.01	Seat Belt/Headlights/Indicators/Wipers	Crew / AAAL Staff Complaint	100/-for each per day / Grounding of Vehicle
5.02	Vehicle Condition (unsafe, not roadworthy, unclean)	Crew / AAAL Staff Complaint	To be replaced immediately failing which Rs. 200/- per day.

5.03	Passenger other than AI/AAAL Crew/ Staff while on AAAL duty	As per roster plan no other passenger should be present in the vehicle.	1000 per incident
------	---	---	-------------------

**5.0 Execution/Contractor's Responsibility: Prompt, Punctual, Efficient, Safe, Courteous and Quality are the essence of this service.**

- 5.1** The Service Provider will provide a list of vehicles (Registration numbers etc) along with requisite documents which they propose to deploy for AAAL duty before the commencement of contract.
- 5.2** The Service Provider shall ensure that the cars deployed by him are well maintained. Servicing and preventive maintenance are to be carried out as per the schedule of the manufacturer and preferably from the Authorised dealer. The Service Provider will arrange at his own cost for regular cleaning of the outside and inside of the vehicles including upholstery, seats, seat covers, floor mats and other material therein. The interiors of the vehicles shall at all the times be maintained neat, clean and in good hygienic conditions. The service provider shall provide for extinguisher, first aid kit, umbrella and car perfume etc. during monsoons and shall be subject to periodic inspection by the representatives of AAAL.
- 5.3** The Service Provider shall ensure that the vehicles are positioned well in time for pick-up and drop of crew and officials and the services rendered are prompt and courteous.

- 5.4 The arrangement of pick-up/drop of crew/official will vary according to flight schedule/ dislocations, combinations for drop and pickup and are not fixed. The Service Provider shall provide adequate number of vehicles based on the requirement to carry out the services.
- 5.5 During the contract period if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority/Dial or any other authority for whatsoever reasons that will be at the Service Provider's risk and cost.
- 5.6 The Service Provider will provide a list of drivers/supervisors who are deployed for AAAL duty. Their antecedents must be verified for security reasons and records must be kept.
- 5.7 No staff below 18 years of age shall be deployed.
- 5.8 The Service Provider shall ensure that during late night pickup/ drop of the crew, the driver has to be extra vigilant and shall be briefed in this respect from time to time.
- 5.9 The Service Provider shall ensure that no driver detailed for AAAL duty be allowed to drive or be detained for driving for more than 12 hrs at a stretch.
- 5.10 The drivers/staff of the vehicles deployed for AAAL duties should be neatly dressed with clean uniform and should maintain polite & courteous behaviour.
- 5.11 Drivers should have valid commercial driving license issued by the RTO to drive such vehicles and must carry the same with him while on duty.
- 5.12 Any complaint from Crew/official of AAAL with respect to the behaviour/uniform of drivers will be viewed seriously and it will be brought to the notice of the Service Provider, who shall take suitable action.
- 5.13 The drivers would take out the luggage from the dicky, keep outside near it/ keep the luggage in the dicky once brought near the dicky (as the case may be). The Driver will also load/ off load the Baggage from the Roof Top Carrier.
- 5.14 The drivers would announce his arrival at the residence of crew/officials by customary phone call, horn/pressing door call bell and also may prefer to check personally in case of delayed response.
- 5.15 In no case, the duty driver should be allowed to bring blankets/shawls that may create bad environment inside the vehicle. Good quality Air fresheners should be provided with each vehicle.
- 5.16 Smoking inside the vehicle is strictly prohibited.
- 5.17 The driver while on duty should not be under influence of alcohol or any other intoxicant or under stress. In such cases replacement driver has to be provided by the service provider immediately on receipt of such report/ complaint from AAAL. Any Loss or damage caused by such driver or otherwise shall be totally borne by the service provider.
- 5.18 Communication facility like mobile phones etc. must be available in the vehicle for communication between drivers and AAAL officials.
- 5.19 The Service Provider cannot sub-contract transportation services to any other party.
- 5.20 The cars deployed for duty of AAAL shall at no point of time carry any person other than personnel authorised by AAAL.
- 5.21 Parking would be provided by AAAL.

- 5.22** The Service provider shall ensure that all the security regulation of AAAL, or any agency associated with Airport activity are strictly adhered to and complied with by the persons deployed by the Service Provider. Any violation of security regulation will be at the cost and risk of the service provider.
- 5.23** The Service Provider should ensure that all the documents including RC, fitness, insurance, pollution certificate, road tax, permit etc. and any other relevant documents/licences essentially required by the R.T.O. and other statutory bodies for the operations of the vehicles deputed for AAAL duty must be revalidated before the expiry of the due date during the tenure of the contract period. These documents/licences should be available in the vehicles during the duty timings.
- 5.24** The service provider shall solely be responsible to comply with all the provisions of Motor Vehicle Act,1988 and laws, rules and guide lines applicable from time to time.
- 5.25** The Service Provider will provide commercially registered vehicles and the vehicles must have full comprehensive insurance with third party and its occupants unlimited risk. AAAL shall not be liable for any damage, whatsoever to public property and/or any third person due to any accident arising out of and in the course of deployment of contractor's vehicles by AAAL. The contractor shall be solely responsible for any injuries caused by the driver/vehicle whether by accident or otherwise. The contractor shall be required to indemnify AAAL.
- 5.26** The Service Provider shall be responsible for the acts and deeds of drivers of the vehicles. AAAL will in no way be responsible for violation of traffic rules or other loss either by the driver of the vehicle or by the contractor. The contractor shall comply with the relevant rules and regulations of Motor Vehicle Act,1988 applicable at present and as may be enforced from time to time.
- 5.27** The Service Provider is fully responsible for any accident, injury or death caused by the vehicle driven by the service provider's personnel and shall be liable to pay all compensation for such loss, damage or death.
- 5.28** The Service Provider shall be solely responsible for any theft/ dishonesty/damage to the property of AAAL /any other agency/crew/officials travelling in the car provided by him/ arranged by him either due to negligence. AAAL shall not be liable for any damages, whatsoever to public property and/ or any third person due to any incident/ accident arising out of and in the course of deployment of service provider's vehicle by AAAL. Any claim in this respect or other liabilities arising out of any incident/ accident involving the vehicle/ staff deployed by service provider will be borne by him. AAAL decision in such cases shall be final and binding on the service provider.
- 5.29** The Service Provider shall keep one suggestion/ complaint book in each vehicle.
- 5.30** Mosquito repellent to be sprayed at least one hour before pickup/ drop (whenever required).
- 5.31** Service Provider has to make his own arrangement to procure fuel, lubricants, spare parts etc. On account of this reason or on account of repair etc. if the vehicle is sent to garage or petrol pump, service provider cannot claim for this empty trip. Adequate spares such as bulbs, fan-belts, Stepney in serviceable condition etc. in good condition shall be kept in the vehicle at all times along with required tools for use if necessary. The refuelling/ maintenance of vehicles may be taken up in such a way that required number of vehicles is available in fully serviceable condition during peak flight timings.
- 5.32** The Service Provider should be available 24 hours in order to send and receive any communication to and from AAAL.

**5.33** The services provider should maintain every vehicle offered in serviceable condition to execute services. Also service provider to maintain First Aid Box with medicines as per the Medicine content list approved and advised by Medical Officer AAAL. The medicine as per the said list and placed in First Aid Box should have useable life.

**5.34** The Service Provider is for providing the transport service and not for engagement of any employee deployed for running the fleet. Such employee shall be on the duty of service provider/ contractor and under no circumstances shall be deemed to be on the duty of AAAL. AAAL shall have no relationship or nexus of any kind whatsoever with such employee deployed by the Service Provider. Such employee shall not be entitled to claim any right, privilege or benefit from AAAL and in the event of any such claim, the Service Provider undertakes to indemnify AAAL for any loss or demand financial or otherwise. The responsibility of discipline of the employee in case of any complaint from AAAL shall be solely that of the Service Provider.

Annexure – C



Tender No: AAAL/Tpt/CCU/2022/78

Dated:07 July 2022 Due Date: 07.07.2022

**Sub: Tender for Hiring of Mid Segment Sedan AC Cars for Crew & other officials of Alliance Air Aviation at Kolkata**

Technical Bid Form- Part A

Sr. No.	Description	Details
1.0	Name of the Contract	<i>Hiring of mid Segment Sedan AC Cars for Crew &amp; other Officials of Alliance Air Aviation Ltd., at Kolkata</i>
2.0	Name of the Company/Establishment	
3.0	Full Address of Registered Office	
4.0	Name of contact person	
4.1	Telephone No.	
4.2	Mobile No.	
4.3	Fax No.	
4.4	E-mail id	
5.0	Full address of working office	
6.0	Nature of company (Whether Proprietorship Firm/Partnership firm/Public Ltd. Company/Private Ltd. Company/	

7.0	MSME Regn. Details (Copy must be provided)			
8.0	Particulars of statutory registration- issued in the name of the Tenderer (self attested copy must be enclosed)	Number	Date of issue	Valid upto
9.0	PAN			
10.0	Provident Fund registration			
11.0	ESI registration			
12.0	GST registration			
13.0	WCT registration (Optional) if applicable			
14.0	Whether having minimum ___ commercially registered light passenger vehicles in the name of Co./Proprietor/Partner/Firm as on date of application of the tender (Must condition)			Yes / No
15.0	Whether proof of having working office.(Must condition)			Yes / No
16.0	Whether having minimum 2 years experience (after 01 Jan 2014 till 29 Nov 2021)in providing similar transport service (CAR/MUVs) to corporate/PSUs/Govt Undertaking. Bidder must enclose self attested copies of Performance certificate.			YES/NO
17.0	The Tenderer must have an average annual turnover out of transport business of Rs 1Crore or above for the year 2018-2019 & 2019 – 2020. A certificate to this effect is to be enclosed from CA or any other proof stating the same. (SUBMIT CERTIFICATE FOR 2018-19 & 2019-2020)			YES/NO



18.0	To enclose self attested copy of Lease agreement / Electricity bill /Telephone bill	Yes / No
19.0	Whether be able to supply the desired requirement of <b>AC Mid Segment Sedan cars</b> as per the work scope as at <b>Annexure B</b>	Yes / No
20.0	Has any Director/Partner/Proprietor been convicted any time by court of law? (if Yes, give details)	Yes / No
21.0	Has your company been Blacklisted by any agency of the Airport or elsewhere (if Yes, give details)	Yes / No
22.0	Is any Director/Employee on your payroll belonging to 'AAAL' (if Yes, give details)	Yes / No
23.0	Whether an attested copy of all the valid licences/permits and other documents/certificates/approvals etc. necessary for providing commercial transport services to AAAL, has been attached. (Must Condition)	Yes / No

**24.0 Undertaking: (To be agreed & signed by the Tenderer):**

**24.1** It is confirmed that in case Contract / LOI is awarded by 'AAAL' to the successful Tenderer, payment of all statutory obligations especially – Minimum Wages/ESI/PF/GST/WCT(if applicable) etc shall be the responsibility of the Service Provider. In case, WCT becomes applicable on these services any time during the contract period, the Service Provider shall obtain WCT registration if not obtained earlier and submit a copy to 'AAAL' within 90 (Ninety) days of receipt of intimation from 'AAAL'. (Applicable, in case the Tenderer is not having WCT registration at the time of application of the tender).

**24.2** It is confirmed that the Contract for "Hiring of AC mid Segment Sedan cars for crew& other officials of Alliance Air Aviation at Delhi" will be operational within 30 (Thirty) days from the date of acceptance of LOI (Letter of Intent).

Contract Act/Provident Fund Act/Income Tax Act/Shop & Establishment Act/ESI Act etc.) shall be produced for verification/checking of AAAL or to a third party authorized by 'AAAL' /agencies of Govt. of India.

- 24.4 It is confirmed that the requisite work as per enclosed Work Scope would be commenced and executed to the satisfaction of 'AAAL'.
- 24.5 It is confirmed that on the spot surprise checks could be conducted by AAAL/third party authorized by 'AAAL', anytime and shortcomings shall be overcome and can be penalized if not rectified.
- 24.6 It is confirmed that no vehicle registered in the name of 'AAAL' employee or his /her family member shall be deployed for the services under subject contract.
- 24.7 It is confirmed that Financial Bids submitted are valid for a period of 120 (One Hundred Twenty) days from the opening of the Technical Bids.



- 24.8 I have carefully gone through and have understood and hereby agree to abide by all the General Terms & Conditions, Work scope and Specifications governing the Tender.
- 24.9 I hereby confirm that I am authorized to sign the tender document and the information given in the Tender is true and correct to the best of my knowledge and belief and nothing material is concealed.

**Date:** ..... **Signature of auth signatory:** .....

**Place:** ..... **Name of auth signatory:** .....

**Designation of auth signatory:** .....

**Co's name & seal:** .....



## Annexure C1



Tender No: AAAL/Tpt/CCU/2022/78

Dated:07.07.2022

Due Date: 22.07.2022

**Sub: Tender for Hiring of AC Mid Segment Sedan Cars for Crew & other officials of Alliance Air Aviation at Kolkata**

**Details of owning Minimum 10 Commercially Registered Four Wheel Motorised Passenger Vehicles – Cars / MUVs in the name of the Company/Owner(s)/Proprietor/ Partner(s)/Firm as on date of the Tender application:**

Sr. No	Regn. No. of vehicle	Make/Model	Permit Valid up to	Fitness valid up to	Insurance valid up to	Name of the Owner in RC Book
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						



**Note: The Tenderer/Bidder to provide details and must submit the self-attested copy of RC Book, Insurance, Permit and fitness certificate each vehicle quoted as above.**

**Undertaking:**

- (i) I have carefully gone through and have understood and hereby agree to abide by all the Terms & Conditions, Work scope and Specifications governing the Tender.
- (ii) I hereby confirm that I am authorized to sign the tender documents and the information given above is true and correct to the best of my knowledge and belief and nothing material is concealed.

<b>Date:</b> .....	<b>Signature of auth signatory:</b> .....
<b>Place:</b> .....	<b>Name of auth signatory:</b> .....
	<b>Designation of auth signatory</b> .....
	<b>Co's name &amp; seal:</b> .....



Tender No: AAAL/Tpt/CCU/2022/78

Dated: 07 July 2022 Due Date: 22.07.2022

**Sub: Tender for Hiring of Mid Segment Sedan AC Cars for Crew & other officials of Alliance Air Aviation at Kolkata**

**FINANCIALBID PART – B**

**Financial Bid Evaluation Criteria:**

**The Bidder quoting the lowest rate shall be the overall L1.**

1.0	Name & address of the Tenderer		
2.0	Name of Contact Person with Contact details including e-mail id		
3.0	FINANCIAL OFFER		
	Particulars	In figure	In words
3.1	Per Pickup/drop		
3.2	Deployment of vehicle for 8 hrs and 80 Kms		
3.3	Extra Kms		
3.4	Extra Hrs.		
3.5	Applicable Tax(s) (mention details)		
<p><b>NOTE: L-1 BIDDER SHALL BE DECIDED BASED ON THE LOWEST RATES QUOTED FOR ITEM 3.1 AND 3.6 ABOVE. NOTE: L-1 BIDDER SHALL BE DECIDED BASED ON THE LOWEST RATES COMBINEDS FOR ITEMS/SERVICES MENTIONED FROM 3.1 TO 3.6. IF THE L1 vendor rates are more for any specific category mentioned in heading 3.1 to 3.6 subject L1 vendor will be called for Negotiation to reduce the rates where the rates are exceeding the other vendor rates.</b></p>			

**4.0 Inclusions:** The rates offered/agreed by the Tenderer shall be inclusive of but not limited to Capital Cost, Manpower Cost including Driver & Supervisor, Operation & Maintenance Cost, Service Charge/Profit, Pollution Check Charges, Road Tax, Vehicle Insurance, provision for Name Badges, Uniform, ID cards and all statutory payments like ESI/ PF etc to Driver & Supervisor.

**5.0 Exclusions:** The following shall be excluded in the quoted rates.

**5.1** The GST including educational cess. (Will be paid/reimbursed as per prevailing GST rules).

**5.2** WCT, if applicable and if imposed by Government Authorities shall be separately reimbursed by 'AAAL' on production of receipt as a proof of payment.

Page 2

5.3 Parking at the terminal building, toll tax or any charge pertain to operate the vehicle for crew pickup and drop will be borne by the operator .

6.0 Validity of Rates:

6.1 Rates agreed to in the Contract shall remain firm for entire contract period including extensions, if any and no request whatsoever for further price escalation on any ground will be entertained during the Contract period.

7.0 Undertaking:

7.1 We have carefully gone through and have understood the General Terms & Conditions, Work scope and Specifications governing the tender along with all the terms and conditions of the Tender and would abide by the same.

7.2 The Financial Bid will be valid for 120 days from the date of opening of Technical Bid Part- A.

7.3 I hereby confirm that I am authorized to sign the tender document.

7.4 All the pages of the Financial Bid (Annexure-D) i.e. Page 1 to Page 2 and any overwriting are signed.

7.5 We confirm that we have quoted our rates for per pickup/drop. We have also understood that charges will not be paid for operation of the vehicles from Service provider’s premises to Airport/ Crew residence and Vice Versa.

Date: .....

Place: .....

Signature of auth signatory: .....

Name of auth signatory: .....

Designation of auth signatory: .....

Co’s name & seal: .....

**BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To  
Alliance Air Aviation Limited,  
IGI Airport, Terminal 1, New Delhi-110037.

WHEREAS ..... (name and address of the service provider)  
(hereinafter called "the service provider") has undertaken, in pursuance of contract no.....  
dated ..... to supply (description of services) (herein after called "the contract").

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

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

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

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

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

This guarantee shall be valid until the ..... day of ..... 21\_\_ .....

(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

To  
 Chief of Operation,  
 Alliance Air Aviation Limited,  
 IGI Airport, Terminal 1, New Delhi-110037

Subject: Authorization for attending bid opening

Tender No. \_\_\_\_\_ Closing Date: \_\_\_\_\_  
 Opening Date \_\_\_\_\_ Opening Time \_\_\_\_\_

The following person(s) are hereby authorized to attend the Bid opening for the Tender mentioned above on our behalf.

Sr. No	Name	E-Mail ID	Contact No.	Signature
--------	------	-----------	-------------	-----------

I.  
 II.

Authorized Signatory

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

**Bid Security Declaration Form**

(On company Letter head)

Date: \_\_\_\_\_

Tender No:AAAL/TPT/CCU/2022/78

To (insert complete name and address of the Buyer/purchaser)

I/We the undersigned, declare that „We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification. If I am / we are in a breach of any obligation under the bid conditions, because I/We

a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail to execute the contract, if required, or (ii) fail to furnish the Performance Security, in accordance with the instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Date on \_\_\_\_\_ day of \_\_\_\_\_(insert date of signing)

**Corporate Seal (where appropriate)**