

**ALLIANCE AIR AVIATION LIMITED**

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

**Tender for Hiring Customs House Agent (CHA).**

Last Date & Time of submission of Bids: - 31 Mar 2022, 15:00 Hrs (IST)

Last Date & Time of Opening of Technical Bid: - 31 Mar 2022, 15:15 Hrs (IST)

## **Tender Document**

**SUB: Tender for appointment of Customs House Agent (CHA)  
For Air shipments(Import) at Delhi**

### **DISCLAIMER**

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

The purpose of this Tender is to provide all bidders with the information that may be useful to them in the formulation of their 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 all/exhaustive 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.

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 whatever at any time.

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

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**TABLE OF CONTENTS**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>Page From – To</b>
	Cover Page	1 – 1
	Disclaimer	2 – 2
	Table of Contents	3 – 3
	Notice Inviting Tender	4 – 4
	Summary of Bidding Information	5 – 5
A	General Terms & Conditions	6 – 28
B	Scope of Work	29 – 36
C	Technical Bid Format	37-41
D	Financial Bid Format	42-45
E	Technical Bid Evaluation Criteria (TBEC) /Price Bid Evaluation Criteria (PBEC)	46-46
F	Annexure	47-52

**NOTICE**

Dear Sir / Madam,

Subject: **Tender for appointment of Customs House Agent (CHA) for Air Shipments (Import) at Delhi**

**(I) INTRODUCTION**

AAAL, a company incorporated under Companies Act 1956, having its registered office at Alliance Bhawan, Domestic Terminal-1, I.G.I. Airport, New Delhi-110037(hereinafter referred as “AAAL”), invites sealed/closed bids under two bid system from eligible bidders (hereinafter referred to as “Bidder(s)”) meeting the Technical Bid Evaluation Criteria mentioned at **SECTION E** of the Tender and also complying with other terms and conditions of the subject Tender, for **appointment of Customs House Agent (CHA) for Air shipments (Import) at Delhi** on comprehensive basis in complete accordance with this Tender.

**(II) PURPOSE OF THE TENDER**

AAAL, a public-sector undertaking, exports and Re- imports/imports aircraft spares and engines of aircraft. For the same AAAL requires appointing Service Provider for performing the services mentioned in Section A. For this purpose, AAAL is inviting Service Providers (herein after referred to as SP) to quote for these services in 2 bid tendering process viz. Technical bid as per Section C and Price Bid as per Annexure VI. AAAL has its own IEC code.

However, the service provider shall file B/E(Bill of Entry (BoE) from through their own logysis or any other software installed/ available with them for interface with custom ICEGATE system. The service provider needs to compulsorily comply with implementation of e-Sanchit. And in future if any additional task is mandated by the regulatory authorities, the same should be complied by the service provider at no additional cost.

**(III) SUMMARY OF BIDDING INFORMATION**

<b>1</b>	Tender No. & Name of the Tender	<b>TENDER NO: AAAL/MMD/CHA/791</b>  <b>Appointment of Customs House Agent (CHA) for Air shipments (Imports) at DELHI</b>
<b>2</b>	Date Issued	17-03-2022 (The Tender can be downloaded from AAAL's website ( <a href="http://www.allianceair.in">www.allianceair.in</a> ))
<b>3</b>	Last date of receipt of queries from the prospective Bidders through mail, mail ID: <a href="mailto:commd.del@allianceair.in">commd.del@allianceair.in</a>	<b>24 Mar 2022. The queries will be responded by 28.03.2022.</b>
<b>4</b>	Last date/ time for submission of Bids documents (" <b>Due Date/Time</b> ")	<b>31 Mar 2022 on or before 15:00 hrs</b>
<b>5</b>	Place of Submission of Bids	Material Management Department Alliance Air Aviation Limited, Alliance Bhawan, Domestic Terminal-1, I.G.I. Airport, New Delhi - 110037
<b>6</b>	Date and Time of Opening of Bids	(i) Technical Bid – <b>31 Mar 2022 at 15:15 hrs</b> (ii) Price Bid – the date will be intimated subsequently to the technically qualified bidders.
<b>7</b>	Place of Opening of Bids	Material Management Department Alliance Air Aviation Limited, Alliance Bhawan Domestic Terminal-1, I.G.I. Airport, New Delhi - 110037
<b>8</b>	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 Alliance Air website <a href="http://www.allianceair.in">www.allianceair.in</a> No separate press advertisement will be issued by AAAL regarding extension of Bid opening date and Due Date/Time.
<b>9</b>	Earnest Money Deposit ( <b>EMD</b> )	INR 55,000/-
<b>10</b>	Address of Communication for any clarifications.	<b><a href="mailto:commd.del@allianceair.in">commd.del@allianceair.in</a></b>

**Note:** Date and time for opening of the Price Bids of the technically qualified Bidders shall be intimated later. If any of the due dates specified above happens to be a holiday, then next working day shall be considered to be the due date for the said purpose.

**SECTION A: General Terms and Conditions:**

**1) Terms and Conditions governing the Bid:**

- i. Alliance Air Aviation Limited (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 Section D.
- ii. The Technical and Price Bid Criteria which the Bidder should satisfy for the purpose of the Tender has been mentioned in Section D and Annexure VI respectively, hereto.

**2) Definitions:**

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

- i. The term 'AAAL', shall mean "Alliance Air Aviation Limited, a company incorporated under Companies Act 1956,
- ii. The term "Bidder" shall mean the entity who has submitted the sealed/closed Bid for this Tender through its authorized signatory.
- iii. The term "Contract" shall mean the agreement entered into between AAAL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- iv. The term "Days" shall mean the working days of AAAL.
- v. The term "Services" shall mean the services to be provided by the Successful Bidder as mentioned in the Tender.
- vi. The term "Successful Bidder" or the "Service Provider"(SP) shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- vii. The term "L-1" means Bidder with lowest quote, and "L-2" means Bidder with the second lowest quote.

**3) Bid Submission:**

- a) Technical and Price bids should be submitted simultaneously and in 2 separate Sealed/closed envelopes. These two envelopes should be further enclosed in a master envelope which should also be in a Sealed/closed condition. In case the Bids, either Technical Bid or Price Bid are not Sealed/closed separately and are received in a single Sealed/closed cover or in an open condition, the same will not be considered and the Bid submitted by the Bidder will stand rejected.
- b) Sealed/Closed Bids are to be deposited/delivered in the tender box earmarked for this purpose at the following address:

To  
Chief of MMD  
Materials Management Department,  
Alliance Air Aviation Limited,  
Alliance Bhawan  
Domestic Terminal-1,  
I.G.I. Airport,  
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 will be opened and the Price Bids will be kept in the custody of AAAL in the same Sealed/closed cover as received from the Bidder. Price 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 authorised 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 Annexure –V enclosed herewith. 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 Price 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 Price 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 Email (in encrypted or other forms) will not be considered.
- h) In the event of a default by the Successful Bidder during the Contract Period, AAAL reserves the right to cancel the Contract and to claim damages from the Successful Bidder, and also reserves the right to award the Contract to another Bidder at the sole cost and risk of the Successful Bidder.
- i) 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
- j) obligation for such acceptance, rejection or annulment, and without assigning any reasons
- k) thereof. In the event that AAAL rejects or annuls all the Bids, it may, at its sole discretion, invite all eligible Bidders to submit fresh Bids hereunder.

- l) 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
- m) 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 will 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.
- n) No bidder shall submit more than one Bid against this Tender. In case more than one bid are received only the last submitted bid would be considered.
- o) Bids prepared by the Bidder shall contain all requisite information along with self-attested supporting documents as per details provided in the Technical Bid.
- p) The Technical Bid should not contain any indication of the price related to the Price 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.
- q) The Price Bid of only those Bidders who are found technically suitable during technical evaluation would be opened. The opening date and time of Price Bids would be intimated to all the technically qualified Bidders to enable them to attend the price Bid opening.
- r) Bids received after Due Date/Time shall not be considered.
- s) 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 time of the next working day.
- t) 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.
- u) If in the price quoted in the Price 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.
- v) 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.
- w) Price bid should be submitted strictly as per Format of Price Bid Annexure "VI"

#### **4. Amendments and Extensions**

Amendments and Extensions, if any, to this Tender will be hosted on the website of Alliance Air Aviation Limited (AAAL) at [www.allianceair.in](http://www.allianceair.in). The Bidders are, therefore, advised to visit Alliance Air's website regularly till the date of closing of the Tender. In case there is change in

Service Details/ Requirement / Terms & 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.

5. **Tender Fee:** NO TENDER FEE

The Tender is available for down-loading on free of cost basis from e Tender section of AAAL website [www.allianceair.in](http://www.allianceair.in) There is no fee for the Tender Documents.

6. **Validity of Bid, Prices, Govt. Duties / Levies etc.**

- a. The price quoted by the Bidders shall be valid for a period of 90 (ninety) days from the date of Technical Bid opening. Any Bid whose validity is less than 90 (ninety) days shall be summarily rejected.
- b. The service quantum to be available could vary more than or less than 25% 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. Option Clause: The no. of shipments mentioned in the tender document are approximate and subject to change. AAAL reserves the right to increase or decrease the requirement by plus/minus 25% during the contract period.
- d. The price offered/agreed should remain firm till the completion of the Contract and subject to the terms of the Tender/Contract.
- e. 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, if imposed by the Govt. of India or airport operator charges, provided the Successful Bidder submits a proof of payment for such increase to AAAL.
- f. The Bidders should commit to pass on the benefit to AAAL of reduction in statutory taxes, etc, by the Government, during the period of Contract.
- g. 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.
- h.

**7. Period of contract**

The Contract Period would be 02(Two) 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 01 (One) year on same terms, rates and conditions, if mutually agreed with the Successful Bidder.

**8. Rejection of Bids (Technical Bid & Price Bid):**

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

- a. In case both the Technical Bid & the Price Bid is not received in a Sealed/closed envelope separately or are received in open condition in the master envelope.
- b. Technical Bid and/or the Price Bid has been received after Due Date/ Time of the tender.
- c. If only the Technical Bid has been received and the Price Bid has not been received, and vice versa.
- d. If the Technical Bid and/or the Price Bid have been received by fax or email or in any form other than that mentioned herein instead of in separate Sealed / closed covers.
- 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 the Bid has been submitted without EMD.
- g. If any Price Bid or price information is mentioned in the Technical Bid.
- h. 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.
- i. 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 EMD would be forfeited.
- j. 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.
- k. If the price indicated in the Price Bid is Conditional.
- l. If the Price Bid is not submitted in the format as described in Section ‘D’ in the Tender.
- m. In case the Bidder being an MSE unit as specified at Clause 13 of Section A, fails to submit a copy of the relevant MSE certificate and the required Bid Security Declaration Form along

- n. with the Technical Bid.
- o. If the Bid has been received without the undertaking of acceptance of all terms & conditions.
- p. The above list is only illustrative and there can be other relevant grounds of rejection of Bids.
  - a. 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.
- q. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the AAAL, it's 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.

#### **10. 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 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 Materials Management – Materials Management Department, Alliance Bhawan, Domestic Terminal-1, I.G.I. Airport, New Delhi-110037. The cover containing the Bidder's withdrawal letter shall carry the superscription of the word "**Withdrawal of Bid for Tender No. AAAL/MMD/CHA/791 DATED 17-03-2022 for "Appointment of Customs House Agent (CHA) for Air Shipments (Imports) at Delhi ."**
- d. No Bid shall be modified after the Due Date/Time for submission of Bids.

- e. No Bidder shall be allowed to be 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.
- f. Withdrawal/modification of Bid, during the time period mentioned above, shall result in the forfeiture of the EMD submitted by the Bidder.

**11. Earnest Money Deposit (EMD):**

- a) EMD amount is Rs. 55,000/-(Rupees Fifty Five Thousand only).
- b) Bidders should make payment of Rs. Fifty Five Thousand only towards EMD by account payee Demand Draft / Banker's cheque only from a Commercial bank, in favour of '**Alliance Air Aviation Limited**', payable at **Delhi** along with the Technical Bid in sealed/closed envelope. EMD should be issued/confirmed from any Commercial bank, preferably an Indian bank in an acceptable form and should be valid for a period of 45 days beyond the bid validity period.
- c) The Bidder should mention the Tender number along with his full name and address on the envelope containing the EMD. Such DD/Banker's cheque may not be considered if the Bidder fails to legibly mention the Tender number along with his full name and address on the envelope containing the EMD. It is hereby clarified that the EMD paid through cash and/or cheque shall not be accepted by AAAL.
- d) If the Bidder is an MSE unit and claims exemption from submission of EMD, in such an event the Bidder shall submit a copy of the relevant MSE certificate at the address mentioned in the tender along with the submission of the Technical Bid, for their Bid to be considered as per the Tender.
- e) EMD in any other mode other than what is specified above will not be accepted.
- f) EMD will not carry any interest.
- g) EMD of unsuccessful Bidders will be refunded within 45 days of award of the Contract in favour of the Successful bidder.
- h) EMD of the Successful Bidder will be returned without any interest, after receipt of a Bank Guarantee or DD as Security Deposit against the Contract.
- i) EMD of a Bidder will be forfeited if the Bidder withdraws or amends its Bid after the due date, impairs or derogates from the Tender in any respect, or declines to accept or honour the Contract if awarded in his favour within the Bid validity period. If the Successful Bidder fails to furnish Security Deposit within the specified period, its EMD is liable to be forfeited.
- j) AAAL reserves the right to reject / not consider the Bid if it has been received without EMD or proof of submission/details thereof or the EMD has been submitted in a mode other than as specified above, or a valid proof of exemption from submission of EMD has not been provided.

**12. Exemption / Preference to MSE units:**

- i. As per Public Procurement Policy for Micro and Small Enterprises (MSEs) preference will be
- ii.

provided to MSEs as per the prevailing policy as formulated by Ministry of Micro, Small and Medium Enterprise of Govt. of India., MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012

- (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) Udyog Adhaar

- iii. MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the particular tendered item along with their bid.
- iv. The MSEs registered with District Industries Centers must submit the **Acknowledgement of Entrepreneur Memorandum (EM) Part-II** along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.
- v. 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.
- vi. 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.
- vii. 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.
- Vii. Exemption from submission of EMD– EMD is not applicable to MSE units only.
- viii. Security Deposit- The Successful Bidder (MSME/Non MSME) will be required to submit the Security Deposit as applicable on the Contract value. However, in case of MSE Bidders, the Security Deposit/Bank Guarantee can be submitted on yearly basis renewable every year.
- ix. Price Preference- The MSEs registered with above mentioned agencies/bodies for the Tendered Service and quoting price within price band of L1+15% (fifteen per cent) 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 an MSE and such MSE shall be allowed to supply up to 20 % (twenty per cent) of total Tendered value/service. In case of more than one such MSMEs are in the price band of L-1 + 15% and matches the L-1 Price, the 20% value shall be shared proportionately.

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

- a. L1 Bidder whether MSE or non-MSE i.e. irrespective of his status shall be awarded the quantity as per the ratio eligible for L1 Bidder, as mentioned under Section D: Price Bid Evaluation Criteria (PBEC).
- b. MSEs in the price band of L1 +15% and matching the L1 Price will be awarded 20% of the
- c. Tendered value/service equally from the ratio eligible for the L2 Bidder. The balance quantity/value will be awarded to L2 Bidder provided they match the L1 Price.

For example: If split ratio of 60% of the Tender value/services to L1 Bidder and 40% of the Tender value/services to L2 Bidder then:

- 60% of the Tendered services/value will be awarded to the L1 Bidder irrespective of his status of being an MSE or a Non MSE
  - All MSEs in the L1 + 15% price band and matching L-1 Price shall be awarded 20% of the Tendered services/value equally from the 40% of the Tendered services/value to be awarded to the L2 Bidder.
  - The remaining 20% of the Tendered services/value will be awarded to L-2 Bidder, provided they match the L1 Price.
  - In case the MSEs do not match the L1 Price then the 40% of the quantity/value will be awarded to the L2 Bidder provided they match the L1 Price.
  - If the L2 Bidder does not match the L1 Price then the entire Tendered services/value will be awarded to the L1 Bidder.
- x. **Preference for MSEs owned by Scheduled Castes or Scheduled Tribes (the “SC/ST MSE”)** - 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 MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs, if they participate in the Tender process and match the L1 Price. Provided that, in event of failure of such SC/ST MSE to participate in Tender process or meet Tender requirements and L1 Price, the aforementioned four per cent of the Tender services/value reserved for SC/ST MSE shall be met from other MSEs.

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

1. In case of proprietary MSE, proprietor(s) shall be SC /ST.
  2. In case of partnership MSE, 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.
- xi. Where any aggregator has been appointed by the Ministry of MSME, themselves to Bid on behalf of some MSE units, such Bids will be considered as Bids from MSE units and all such facilities would be extended to these also.
- xii. An MSE Unit will not get any purchase preference over another MSE Unit. MSEs will also be entitled to the payment terms of 45 days credit.

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

**13. Security Deposit / Performance Guarantee:**

- i. The bidder who qualifies for award of Contract will have to deposit with Alliance Air Aviation Ltd **3% (Three percent) of the total value of the Contract towards interest free Security deposit**, within 2 weeks of receipt of the Contract. The Security Deposit is to be paid by way of Account Payee Demand Draft, Banker's Cheque, Bank Guarantee (BG) issued from any commercial bank, Fixed Deposit Receipt from any Commercial bank, in favour of Alliance Air Aviation Limited' (AAAL), payable at Delhi.
- ii. In case of submission of Security Deposit by Bank Guarantee, it may please be noted that the original BG has to be forwarded by the Bank directly to AAAL through registered AD (Acknowledgement) as per the detailed procedure which will be advised to the Successful Bidder. The expenses incurred towards submission of Security Deposit / Bank Guarantee will have to be borne by the successful bidder.
- iii. Security Deposit if provided by way of Bank Guarantee shall be furnished on non-judicial stamp paper of appropriate value and in the prescribed format, as per Annexure III.
- iv. The Security Deposit / Bank Guarantee will be refunded / returned without interest within 60 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.
- v. Validity of the SD / BG would be till 60 days after the scheduled completion of all obligations under the Purchase Order / Contract.
- vi. Security Deposit will be applicable to successful **MSE Units** also.
- vii. 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 days beyond the Contract Period.
- viii. In case, Security Deposit is not deposited as per the terms of the Tender and the Contract, before the commencement of the Services, the bills presented by the Successful Bidder shall
- ix. not be processed for payment till the time the Security Deposit is deposited by the Successful Bidder. In the event the Security Deposit is not deposited by the Successful Bidder within 45 days from the date of award of the Contract, AAAL reserves the right to terminate the Contract and re-issue a fresh tender for providing the Services under the Contract at the sole risk and cost of the Service Provider.
- x. In case of breach of Contract or violation of any terms of the Contract the Security Deposit shall be forfeited / Bank Guarantee be invoked.
- xi. Such Security Deposit shall not bear any interest and shall be refunded without interest only on successful completion of the Contract and upon fulfillment of all Contractual obligations after a period of 3 months from the expiry of the Contract Period.

**14. 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 bidder only and with the L2, L3 and so on bidders only in case of split of the Services/Value.

**15. Evaluation Criteria for Technical Bid (Stage 1)**

- a. The Technical Bids would be first evaluated for compliance. AAAL reserves the right at its sole discretion to seek whatever information, documents etc. from the Bidder as it 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 Section B, C and D, and other requirements of the Tender would be considered for next stage of Tender process and they would be duly intimated by email.

**16. Evaluation criteria for Price Bid (Stage 2):**

- a. The Price Bids of only those Bidders who qualify under the Criteria as specified in section B, C and D, and also comply with the other Tender requirements would be opened. The date and time of opening of the Price Bids would be intimated in advance to the Bidders who get qualified in the Technical Bid evaluation, and their authorized representatives only would be permitted to participate in the opening of the Price Bids.
- b. Price Bids should be submitted strictly as per the format given in Section 'D' in the tender hereto. The detailed procedure / method of quoting and criteria for evaluation of the Price Bids has been provided in Annexure IV.
- c. The Bidder has to enclose along with the Technical Bid, a blank copy of the format of
- d. Financial Bid as provided in Section 'D' in the tender, duly crossed & signed as a confirmation that they have quoted the rates in the 'Price Bid' format exactly as per the Section 'D'.

**17. 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 Successful Bidder has to convey acceptance of Letter of Intent (LOI)/contract within 7 days of receipt of the same and provide their bank details with a cancelled cheque.
- ii. The Successful Bidder has to commence the Services within 30 days after execution of the Contract/Acceptance of LOI.

- iii. The Successful Bidder shall execute the Contract within 30 days of acceptance of LOI. The
- iv. cost towards the preparation, negotiation and execution of the Contract shall be borne by the Successful Bidder.

**18. 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

- i. 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.
- ii. 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.
- iii. 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.
- iv. Shall rescind the Contract forthwith, in case of Successful Bidder adopting fraudulent / corrupt practices during the currency of the Contract.
- v. Bid Security Declaration will be applicable or Security deposit shall be forfeited, as the case may be in addition to the above mentioned remedies which AAAL shall have.

**19. Contract Management:**

The contract administration would be the sole responsibility of the MMD of AAAL. MMD 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 Stores-MMD, 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 Stores-MMD and the same shall be advised to the Finance department.

In the context of facilitation of execution of contracts, MMD would assist in respect of the required space and infrastructure etc.

**20. 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 apply clauses of the Bid Security Declaration submitted by such Bidder and such Bidders shall be debarred for a period up to 01 (one) year 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.

**21. Jurisdiction:**

Any Dispute whatsoever arising out of this Tender shall be subject to the exclusive jurisdiction of the courts of Delhi only.

**22. Disqualified Bids**

Price Bids of the technically disqualified Bidders would be returned to them after finalization of the contract under intimation and against acknowledgement from the Bidders.

In case a Bidder fails to collect the Price Bid within the stipulated 30 days' time, the Bid shall be shredded in "as is where is" condition after expiry of 30 days' time.

**23. Zero Deviation**

- i. Bidders are advised to quote strictly as per terms and conditions of Tender and not to stipulate any deviation / exceptions. This is a zero deviation Tender and no deviation shall be permitted.
- ii. Bidders are advised to note that taking deviation to following terms and conditions of Tender shall lead to rejection of their Bids:
  - a. Firm/Quoted Price throughout the Contract Period and the extension period
  - b. EMD
  - c. Scope of Work
  - d. Special Conditions of Contract
  - e. Functional terms and conditions
  - f. Service Delivery / Completion Schedule
  - g. Period of Validity of Bid
  - h. Performance Bank Guarantee / Security Deposit
  - i. Arbitration / Resolution of Dispute
  - j. Service Level Expected(SLE)
  - k. Force Majeure
  - l. Statutory Compliance to Applicable Laws
  - m. Registration of PF & ESIC in the name of Firm
  - n. All the pages of the Tender must be mandatorily signed and stamped by the authorised

- o. signatory and along with the supporting documents as asked in the technical bid.
- p. All documents in support of the Tender must be submitted in accordance with the checklist as per Check sheet attached in this section.
- q. Any other condition specifically mentioned in the Tender elsewhere that non-compliance of the clause shall lead to rejection of the bid.

**24. Submission of Bill :**

SP shall tender pre-receipted bills once in every Fortnight (Consolidated bills should be submitted every First Week and Third Week of the month) for service provided to AAAL. Bill should be in letter-head of SP and in the format prescribed by AAAL. A checklist and original documents in support of various Charges indicated in the bill should accompany each bill. Any bill not accompanied by checklist and one or more documents will not be received in AAAL. Personnel authorized by AAAL will acknowledge receipt of the bills after due verification of enclosures. Bills that are returned to SP on account of deficiencies will contain remarks about deficiencies. Incidence of storage charges attributed to oral/verbal queries of customs authorities shall not be claimed by SP.

**25. Payment Terms:**

All payments to the successful Bidder by AAAL for the services rendered by it shall be subject to the following compliances:

- a. AAAL shall make every effort to examine and arrange payment of bills within 45 days of
- b. receipt of the pre-receipted bills with all the relevant original supporting documents. However, delay in settlement of payments shall not be accepted as valid ground for SP to delay clearance of consignments and/or make any advance payment to SP. It is clearly and specifically understood that storage charges incurred on account of delay in clearance of consignments on grounds of delay in payment of bills on the part of AAAL, will have to be borne by SP. AI does not undertake to communicate, to SP, reasons for partial or non-admission of one or more claims made in the bills. The bills should be submitted as per agreed tender terms & conditions clearly with the breakup along with the supporting documents, failing which the bills will not be considered for payment process until the SP submits the clear and relevant supporting documents.
- c. Payment will be made through ECS (Electronic Clearance Service).
- d. Successful bidder is required to submit duly verified Bank Mandate form along with copy of relevant cheque leaf, duly cancelled to enable Accounts to make payment through ECS.
- e. TDS shall be deducted by AAAL from the payment made against these invoices, as per the applicable laws.

**26. Fall in price clause :**

The successful bidder should pass on any benefits arising due to lower taxation or change in input cost by virtue of some exemption by government or for any reasons during the course of the contract/order.

**27. Indemnification:**

- i. The Service Provider shall indemnify AAAL against any and all liability arising out of any claim, penalty, loss damages or costs actually paid, suffered or incurred by AAAL pursuant to any injury or death to any person or by reasons of any damage to any property (including but not limited to the Aircrafts) belonging to AAAL caused by the Service Provider's personnel deployed for the Services. In case, any such amount is not deposited / paid to
- ii. AAAL, the same shall be deducted from Security Deposit / Bills / Future payments due to the Service Provider, without prejudice to the other rights available to AAAL under any applicable law.
- iii. The Successful Bidder shall indemnify AAAL from any and all liability arising out of any claim, /penalty, /loss or damages, including costs (including counsel fees and reasonable legal cost) thereof, arising out of any breach or violation by the Successful Bidder of any provisions of any law, including but not limited to the intellectual property rights whether in India or any other country and labour laws governing the employees of the Successful Bidder.
- iv. The Successful Bidder shall be responsible for any destruction/theft or damage to property and/or illness, injury, including death that may be suffered by its own employees, contractors or other representatives for whom it is in law responsible.

**28. Confidentiality:**

The Parties (i.e. the Service Provider and AAAL) shall at all times keep confidential, all information acquired in consequence of this proposal, except for information which they may be entitled or bound to disclose under compulsion of law or where requested by regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.

**29. Termination:**

The Contract may be terminated in the following circumstances:

- i. The Contract shall expire upon the expiry of the Contract Period i.e. 2 (Two) years from the date of execution of the Contract.
- ii. In case of unsatisfactory performance or breach of any of the clauses of the contract, AAAL shall issue a notice of 30 days to the Service Provider to rectify the breach and improve the Performance failing which AAAL shall be at liberty to terminate this Contract by providing a 30 days written notice to the Service Provider. In such case, the Service Provider shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account.
- iii. In the event of breach of confidentiality, the Contract can be terminated by AAAL with a notice period of 1 (one) month.
- iv. Either Party may terminate the Contract, in the event the Force Majeure Event subsists for a period of more than 90 days.

- v. The Parties shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the Contract till the termination.

**30. Exit :**

- i. Notwithstanding the above, AAAL shall also be at liberty to terminate the Contract for any reason including change in situation/circumstances, etc. by providing a 90 days prior written notice to the Service Provider. The Service Provider shall also be at liberty to terminate this Contract by providing AAAL with a 90 days prior written notice. In such an event, the terminated party shall have no right to claim compensation/damages, etc. from the terminating party on account of early termination. However, the party shall duly comply with their respective obligations during the notice period and thereafter, shall discharge the obligations arising out of the agreement till the termination.
- ii. In case the Service Provider serves the termination notice before exhaustion of 40% of the contract value or quantity, they will be debarred from participating in the immediate next tender for that particular item/service.

**31. Claims for Damage**

- a. AAAL shall promptly notify the Service Provider of any claims / deficiency on the part of the Service Provider arising under / out of the Contract.
- b. In case the Service Provider, having been notified by AAAL, fails to take remedial action within the stipulated time as advised, AAAL may take a remedial action without any further notice, at the Service Provider's sole risk and cost. AAAL shall also levy damages / terminate the Contract without prejudice to any other rights which AAAL may have under the Contract or under any applicable laws.

**32. 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 Airsonal 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 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 three (3) 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.

**33. 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 (the "Dispute"), shall first be settled by mutual consultation between the authorized representatives of the Parties. If the Dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has, the same shall be settled and finally resolved by arbitration.
- ii. Such arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, by a panel of three (3) arbitrators. The Parties shall appoint one (1) arbitrator each and the two (2) such appointed arbitrators shall in turn appoint the third (3rd) arbitrator as the presiding arbitrator.
- iii. The arbitration award passed under the arbitration shall be final and binding on the Parties.
- iv. The proceedings of the Arbitration shall be conducted in English language and place of arbitration shall be Delhi.
- v. Each Party shall bear their own cost with respect to such arbitration.

**34. 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.

**35. Interpretation:**

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

**36. 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.

**37. 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.

**38. 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.

**39. Governing Law**

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

**40. Jurisdiction**

Any dispute arising out or in connection with the Contract shall be subject to the exclusive jurisdiction of the Courts of Delhi only.

**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. Constituted attorney of the firm, if it is a Company.
  - c) Authorized signatory of the firm
- ii. Issue / submission of Bid form do 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. Our 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 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 / POs, the Bidder may have with AAAL where to AAAL reserves the right to take appropriate actions as deemed fit, in AAAL 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 years / ongoing litigation or arbitration with AAAL or have been blacklisted/ debarred by any PSU, Govt. bodies.
- x.
- xi. 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.
- xii. 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.
- xiii. 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.
- xiv. 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.
- xv. Bids should be unconditional. Conditional Bids would not be accepted and are liable to be rejected.

- xvi. 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.
- xvii. Bidder shall give the official mailing address, email 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.
- xviii. 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.
- xix. 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:
- Members of Hindu undivided family.
  - Their husband or wife
  - 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
- xx. The Bidder should quote the figures as well as in words the rates and amount in figures only as per the Price Bid format given in ANNEXURE 'VI'. The language for filling Tender Documents shall be in English/Hindi/Marathi. Documents in other languages can be submitted along with a translated copy in English or Hindi duly notarized failing which the Bids may not be considered. The amount for each item should be marked out and with the requisite total.
- xxi. When there is a difference between the rates in figures and in words in Price Bid, the rates which corresponds to, the amount worked out by the Bidder, shall be taken correct as per the following:
- 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.
  - 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.
- xxii. All rates shall be quoted on the proper form (i.e the Price 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 "Paise" shall be written closely following the amount and it shall not be written in the next line.

#### (IV) SUBMISSION OF BIDS

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

(a) Technical Bid &

(b) Price 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/MMD/CHA/01 Dated 10.03.2022 for "Appointment of Customs House Agent (CHA) for Air shipments (Imports) at DELHI "NOT TO BE OPENED BEFORE (Bidders to mention Due Date and Time in the blank space)" along with the requisite proof of submission Bid Security Declaration Form (duly filled and signed) in place of EMD. The Bidders must furnish the Technical Bid along with all attachments/documents/information and details sought / required through documentary evidence, duly signed by the authorised signatory of the Bidder(s) with company stamp on all the pages of such documentary evidence and annexure submitted along with Technical Bid, as per the terms of the Tender. The Bidders name, email ID / contact numbers (telephone and fax) of the Bidders contact person, and the item(s) for which the Bid has been submitted should also be mentioned on the Envelope-1.

##### ❖ **Envelope– 2 (Price Bid):**

The duly filled and signed Price Bid, as per Annexure ' VI ', should be submitted separately in another Sealed/closed envelope super scribing "Price Bid for Tender No: AAAL/MMD/CHA/01 Dated 10-03-2022 for "Appointment of Customs House Agent (CHA) for Air shipments (Imports) at DELHI. The words "Price Bid not to be opened with Technical Bid" should also be super-scribed on the envelope. The Price 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.

##### ❖ **Envelope 3 (Master Envelope):**

Both the above envelopes i.e. the Technical Bid and Price Bid, should further be enclosed in a master envelope which should also be in a Sealed/closed condition super scribing "Tender No: AAAL/MMD/CHA/01 Dated 10-03-2022 for "Appointment of Customs House Agent (CHA) for Air (Imports) at DELHI "NOT TO BE OPENED BEFORE 21 Mar 2022 at 15:30 HRS (Bidders to mention Due Date and Time in the blank space)", The name, contact no., fax, e-mail-id and complete address of the Bidder should be mentioned on the Master Envelope and the same shall be addressed to the Office of Chief of MMD, Materials Management Department, Alliance Bhawan, Domestic Terminal-1, I.G.I. Airport, New Delhi-110037. 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.

The Bid should be only in the prescribed format. The Bid cover should carry the complete name and address of the Bidder, along with the telephone, fax and e-mail address. 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.

**V) TERM OF THE PROPOSED CONTRACT**

Period of Contract would be 2 (two) 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 1 (one) 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 on 21 Mar 2022 at 15:30 Hrs (IST) at the below mentioned address:

Material Management Department  
Alliance Air Aviation Limited,  
Alliance Bhawan  
Domestic Terminal-1,  
I.G.I. Airport, New Delhi - 110037

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

**(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 AAAL’s website only (i.e. ). 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.

**(VIII) NOTE:**

- b. 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.
- c. 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.
- d. In case of withdrawal of the Bid, the Bidder is required to submit a withdrawal letter addressed to Chief of Materials Management Department, Alliance Air Aviation Limited, Alliance Bhawan, Domestic Terminal-1, I.G.I. Airport, New Delhi-110037 and the same shall be submitted at the address mentioned herein above not later than the date/time of opening of Bids i.e.

- e. 24.03.2022 at 15:00 Hrs. The cover containing the Bidder's withdrawal letter shall carry the superscription of the word **"Withdrawal of Tender No. AAAL/2021-22/MMD/CHA/01 Dtd. 10 Mar 2022 for "Appointment of Customs House Agent (CHA) for Air Shipments (Imports) at DELHI"**.A copy of the said withdrawal notice shall also be sent by e-mail to [commd.de@allianceair.in](mailto:commd.de@allianceair.in)
- f. 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 application of Bid Security Declaration For duly submitted by the bidder(s) in place of EMD.
- g. 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.
- h. All the pages of the Bid must be mandatorily signed and stamped by the authorised signatory and enclosed along with the supporting documents as required in the Technical Bid.
- i. All documents in support of the Bid must be submitted in accordance with the checklist as per Check sheet attached in Section C of the Tender.
- j. The Bidders can download the Tender free of cost from our website – [www.allianceair.in](http://www.allianceair.in)

**SECTION B: SCOPE OF WORK**

**A) Nature of Import/Export Air Cargo:**

- i. Approximately 120 nos. import shipments on monthly basis which comprise of Aircraft Parts, tools, chemicals, stationery material, equipment etc is estimated to be handled.
- ii. Out of these, import shipments shall be 90%. (approx.) & remaining 10 %. Shall be export shipments.
- iii. For all the import shipments, Home Consumption Bill of Entry will be required to be filed.
- iv. No specific value of each consignment can be given but it could range anything between Rupees One thousand and above probably, sometimes it may vary (upward or downward).
- v. No specific weight of each consignment can be given, but it could be about a kilo and above, sometimes it may vary (upward or downward).

**B) Required Infrastructure for execution of contract:**

- i. SP shall position sufficient no. of staff in his office for processing of import documentation and filing of BE/SB in customs EDI system.
- ii. The service provider(SP) should have adequate equipment such as computers, printers and scanners as well as their own software such as logysis required for processing/ filing of BE in customs EDI system through E-Sanchit at Delhi.
- iii. SP shall deploy adequate staff at the concerned Container Freight Station (CFS) to ensure speedy clearance of bonded and home consumption BE's within free period.
- iv. SP shall set up the above infrastructure and commence work (manpower & office equipment) at the above mentioned location within 15 days of award of contract to them.

**C) Scope of Clearance Activities-Import-**

The Service Provider shall be totally responsible to undertake all activities related to clearance of import shipments. These activities are as under:

**i. Liaisoning with the shipping lines/forwarders /port authorities/terminal authorities:**

The staff of SP shall liaise with the shipping line or the freight forwarders immediately on receiving the pre-alert messages from them/AAAL and obtain information regarding arrival date of the cargo to ensure that the IGM is filed by them in a timely manner. If there are any discrepancies in the IGM submission, SP shall bring the same to the notice of the above stated agencies immediately and get the same corrected on priority basis. It shall be the responsibility of the SP to

liaise with the shipping line/port/CFS authorities to ensure that shipment gets actually checked in at the concerned CFS warehouse /segregation report is submitted by the concerned authorities.

**ii. Collection of Delivery Order & Import Documents**

SP shall ensure placement of adequate staff to ensure timely collection of Delivery Orders (DO) from the offices of the shipping line/freight forwarders.

The SP shall collect Air import documents immediately on arrival of vessel & transfer of cargo from vessel to port .Necessary delivery order charges shall be paid by the SP at time of collection of DO and import documents.

SP shall arrange to collect the Freight Cheques (for freight collect shipments), other documents for submission to Forwarders/shipping line from AAAL and deposit the same with the respective agencies to obtain Delivery Orders. However, DO charges along with other charges will be paid to the SP in advance for which SP has to provide a detailed breakup of the charges.

For re-import shipments such as repair & return shipments of aircraft spares, the SP shall collect export documents from Despatch Section, AAAL DELHI.

SP shall arrange collection of documents of AAAL shipments as well as documents required for assessment. (Purchase/ Repair Order copies, Licenses, TRAs, CRAs and other required Documentation).

SP's staff shall verify the completeness of all the documents and shortcomings if any shall be brought to the notice of AAAL for necessary action.

SP will be provided with contact details of all forwarding agents in other countries so that SP will get advance documents where ever feasible.

**iii. Filing of Bill Of Entry**

On collection of import documents SP shall in consultation with AAAL official file appropriate bill of entry

At the time of filling BE, SP should select the correct CTH as applicable to the concerned shipment and avail Duties/IGST benefit as applicable. AAAL will not be responsible for incorrect filing of B/E.

SP shall file the BILLS OF ENTRY expeditiously, with the supplier's invoice copy and other documents available in the Import documents.

The service provider shall file BE through their own logisys or any other software installed in their computers.

For re-import shipments SP shall file a bill of entry only for an assessable value arrived at based on the repair cost & both way freight giving due reference of the export SB. First check to be sought for while filing such BE's.

SP shall be responsible for any delay in filing Bill of Entry with customs authority

and/or not notifying AAAL of discrepancy, if any, in the documents. The demurrage charges (other than handling charges) for the entire period of delay due to deficiency or negligence in service on the part of SP will have to borne by SP. Further, SP will have to make good of loss/damage, if any, suffered by AAAL on account of delay due to deficiency or negligence of service attributable to SP in filing BE and/or clearance of consignments.

**iv. Duty/IGST Payment against BE:**

Customs duty & GST payment for the import shipments with Home Consumption Bill of Entries shall be AAAL responsibility

For all shipments to be cleared on merit (Home Consumption B/E) CHA shall forward scanned copy of duty challan and duty/IGST payment shall be effected by AAAL

SP shall arrange for processing of TRA/CRA at MCH/AAI, SFIS License and/or the connected concessions for processing Bill of Entry.

On Confirmation from AAAL, duty shall be adjusted by the SP for shipments to be cleared under license. For all other shipments duty payment shall be made by AAAL

SP should ensure that Bill of Entry is being filed availing the benefit under appropriate Customs/GST Notification so that Duty/GST shall be paid correctly.

It is the responsibility of the SP to ensure that Correct Duty/GST is being paid. In case due to reasons attributable to SP, excess duty is paid, duty paid over the actual duty payable shall be recovered from the Bills of SP. This recovery will be refunded in case SP is able to arrange for refund of such duty which is paid in excess.

In case of delayed filing of BE, SP will pay the customs penalty in case of delay in filing of BE is attributable to him. In such case penalty shall be actually paid by AAAL and will be recovered from the pending bills of SP.

Only in cases where the delay in filing of BE is due to reasons beyond the control of SP/ attributable to AAAL, penalty shall be paid by AAAL.

**v. Registration of Licenses/PI Concessions/other Concessions/TRAs and CRAs(If required):**

These are not routine requirements and SP may be required to attend such requirements only in exceptional cases.

The SP will be required to apply for and obtain TRAs and CRAs for DEEC / ADVANCE / EPCG Licenses, PI Concessions and Other Duty-free Licenses/Exemptions from Time to time.

For obtaining TRA/CRA, SP will arrange to collect the necessary documents including TRA/CRA application, copies of Shipping documents and Original Licenses.

SP will file and process the TRA/CRA through Customs as the case may be and obtain the TRA/CRA

On obtaining the TRA/CRA, SP shall proceed expeditiously for registration of the same in Customs. In any case TRA/CRA shall be registered within one day after obtaining the same.

SP shall arrange to receive/collect the necessary original Licenses and corresponding BONDS from AAAL as and when required and register the same with Customs at DELHI Port as required by AAAL. Registration of Licenses shall mean completing the EDI systems entry in full including initial amendments if any.

SP shall also arrange to register amendments in Licenses/PI Concessions from time to time as required by AAAL.

Time taken for registration of such licenses/PI Concessions shall not be more than 2 Working days in any case excepting in case of Systems Failure or other reasons not directly attributable to SP.

As and when required by AAAL, SP shall arrange to collect debit sheets of licenses from Customs Department. This arrangement shall include Licenses registered by AAAL or any other agency.

To make re-warehousing certificates for bonded consignments and send to AAAL for obtaining Customs signatures and thereafter submit the re-warehousing certificates to DELHI Port to close the bonds and complete bond formalities at DELHI Port.

**vi. Time Period for Clearance of Import Cargo**

The SP will be required to file BE within free period as allowed by customs/CFS and effect clearance and dispatch of all consignments in the shortest possible time after their arrival and in any case before the Last Free Date (LFD) fixed by CFS etc or free Time allowed by other agencies.

SP shall clear the cargo within the free periods after the last input required for assessment of BILLS OF ENTRY is made available. Demurrages and other punitive charges after period allowed will be recovered from the Bills of SP.

All BE's are to be cleared/collected within free period provided by the Authorities.

However, in case of genuine difficulty on the part of SP due to reasons not attributable to SP (EDI/Port System Failures/strikes of Port staff and other similar reasons) demurrages and detention will be borne by AAAL on appropriate certification by AAAL Representative.

**D) Scope of Clearance Activities-Exports**

The SP shall be totally responsible for undertaking all the activities related to Export clearance of shipments. These activities are as under:

- i. SP shall pick up the export shipments from Despatch Section, AAAL, Delhi. He shall collect bill of Airway Bill and commercial invoice from Despatch

Section AAAL Delhi. He shall then file shipping bill in Custom Ice Gate system and on receiving the shipping bill no initiate gate pass formalities at CFS/DELHI Airport for positioning of shipment for custom clearance.

- ii. SP shall pick up and transport the shipment to CFS only after obtaining a carting order from the shipping company. Any loading or offloading charges involved to be paid by the SP.
- iii. Complete shipping bill processing formalities like noting, assessment, approval, auditing etc. During the customs formalities if required to the goods to be examined and repacked based on the customs requirement & complete customs container Airling formalities.
- iv. After completion of customs formalities at CFS, the SP has to coordinate with the freight forwarder and arrange to get the shipment transferred to port for uplifting on the vessel. Arrange for transporting the container to the shipping line & complete shipping of the consignment.
- v. SP will coordinate with the freight forwarder and arrange for documentation such as ship mate's receipt and duly executed copy of bill of lading.
- vi. On receipt of Airway Bill (AWB) from the forwarder he shall forward stamped AWB and its two copies to despatch section for onward despatch to consignee along with other documents.
- vii. SP shall coordinate with the freight forwarder and arrange for shipment Voyage itinerary.
- viii. In case the shipment needs to be shipped to Bangkok or Hong Kong, SP shall work out estimated quantity of containers required for shipping the consignment based on the commercial invoice. SP shall contact the shipping lines for obtaining quote and load on the first available direct destination vessel. SP shall send a message to shipper's handling agent for telex release of the shipment on arrival.

#### **E) Reports**

SP will be required to submit the following reports

- a) Daily Status Report of Import-export Shipment- This report should cover status of the shipment at different stages such as DO collection, Filling of B/E, Processing of B/E and delivery of the shipment.
- b) Monthly performance of CHA report for Import & Export shipment covering the no. of B/E cleared within free period and cleared after payment of customs penalty, demurrages etc.

- c) Weekly Report on Air Import Warehouse/Demurrage charges with justification for demurrage.
- d) Consignment and Item-wise Duty and GST Payment Report.
- e) Monthly Clearance report for Import & Export shipments.
- f) Fortnightly reports with details of BE where duty payment is to be made particularly with reference to the BE filed under deferred duty payment option.

**F) Exclusion from contract**

Import clearance of duty drawback shipments under Section 74 of Duty drawback shall not be covered under the scope of work for CHA Contract.

**i. Execution of Job:**

a) The **successful tendered/SP** has to convey acceptance of Contract in writing within 07 working days of receipt of LOI. SP shall set up the required infrastructure (manpower & office equipment) at his premises and commence work at the above mentioned two locations within 15 days of award of contract to them.

b) The **successful tendered** must deploy at its own cost the supervisor/staff to ensure that the contract to commence immediately after communication of acceptance of contract from him.

c) He shall ensure placement of sufficient staff at the Container Freight Station (CFS) to ensure smooth clearance of import shipments of AAAL.

**ii. Requirements of Performance:**

- a) All the permissions and Clearances or any other relevant authorization from competent authority/Government agency shall be obtained by the SP for the execution of this contract at his own cost. Any contingency arising in this respect shall be the responsibility of the SP. Also, the Service provider shall be responsible for any mishap, accident en-route and consequences thereof including legal complications, if any.
- b) The contract as entered into between AAAL and the SP shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.
- c) The SP shall take all due care of consignments while loading/unloading.

**G) Compliance to Security regulations**

- a) The successful tenderer shall ensure compliance and shall be solely responsible for all the safety and security regulations of AAAL, Port authorities, CFS

authorities and customs or any other agency associated with airports / Airport

- b) activity are strictly adhered to and complied with by personnel deployed by the successful tenderer.
- c) The successful tenderer shall also be responsible for getting all necessary clearances, if any, from Govt. Agencies / Legal Authorities including port authority and CFS authorities or Customs from time to time, with regards the provisions of services.

**H) Insurance:**

- a) AAAL shall arrange for insuring the project materials/properties of AAAL covering the risks during transit and material handling at port(s).
- b) The SP shall during the performance of the contract take a suitable insurance to cover against bodily injury, death or damage to property of the SP or his employees.
- c) If due to SP's carelessness, negligence, non-observance of safety precautions, improper security arrangements or due to non-compliance of paper work needed for lodging insurance claim, damage to AAAL/its Customer's property, and if AAAL is unable to recover its claim from the Insurance Company, the deficit will be recovered from the SP.

**I) PENALTY:**

Penalty shall be levied for the delayed clearance (viz. clearance beyond the free period allowed @ 2% per day subject to a maximum of 30 % of the clearance cost per bill of entry.

**J) Period of Contract: 02 (Two) Years**

**K) Submission of Bills:**

SP shall tender pre-receipted bills once in every Fortnight (Consolidated bills should be submitted every First Week and Third Week of the month) for service provided to AAAL. Bill should be in letter-head of SP and in the format prescribed by AAAL. A checklist and original documents in support of various Charges indicated in the bill should accompany each bill. Any bill not accompanied by checklist and one or more documents will not be received in AAAL. Personnel authorized by AAAL will acknowledge receipt of the bills after due verification of enclosures. Bills that are returned to SP on account of deficiencies will contain remarks about deficiencies. Incidence of storage charges attributed to oral/verbal queries of customs authorities shall not be claimed by SP.

**L) Payment of Bills:**

AAAL shall make every effort to examine and arrange payment of bills within 45 days of

receipt of the pre-receipted bills with all the relevant original supporting documents. However, delay in settlement of payments shall not be accepted as valid ground for SP to delay clearance of consignments and/or make any advance payment to SP. It is clearly and specifically understood that storage charges incurred on account of delay in clearance of consignments on grounds of delay in payment of bills on the part of AAAL, will have to be borne by SP. AAAL does not undertake to communicate, to SP, reasons for partial or non-admission of one or more claims made in the bills. The bills should be

submitted as per agreed tender terms & conditions clearly with the breakup along with the supporting documents, failing which the bills will not be considered for payment process until the SP submits the clear and relevant supporting documents.

**M) Continuation of Services during Pendency of Payment of Bills:**

AAAL will make every effort to arrange payment of bills within 30 to 45 days of receipt. If payment is delayed beyond 45 days for any reason, the SP shall NOT STOP clearing consignments and their delivery at AAAL. SP should have adequate financial standing to continue clearance activities during pendency of payment of bills.

**N) Non-Interruption of Service:**

**O)**

If any dispute of any nature arise/natural calamity, SP shall continue its services as provided in this contract, if required by AAAL, during pendency of the dispute.

**P) Exclusiveness of Contract:**

It is specifically made clear and understood that this contract shall not vest exclusive rights to the SP to provide services to AAAL during the tenure of this contract. Notwithstanding this Agreement, AAAL may handle clearance either on self-clearance basis or may utilize the services of one or more other agencies for obtaining one or more or all and/or such other services enlisted under this contract.

**SECTION C: TECHNICAL BID****Technical Bid Format****A. Bidder's Details**

		To be filled by the Bidder
1.	Name of Contract	
2.	Name of the Company/Establishment	
3.	Full Address of Registered Office	
4.	Telephone No./ Mobile No.	
5.	Email id	
6.	Fax No-	
7.	Name of Contact Person	
8.	CHA Licence No.	
9.	Date of Issue of CHA License	
10.	Date of Expiry of License	
11.	Name in who's favour license is issued	
12.	Name & address of Banker	
13.	RTGS /NEFT Registered form duly signed by Banker to be enclosed	
14.	Details of Earnest Money Deposit (EMD) submitted : i) Name of the Bank, DD/Pay Order No., & Date & Amount	
15.	OR ii) If EMD paid through Bank Guarantee, required details to be given.	
16.	If Bidder is an MSME unit, please specify the details of the MSME registration certificate as below :	
	Registration Certificate No.	
	Date of issue	
	Valid up to	
	Services covered under Registration Certificate	
	Whether the MSE Unit is owned by an SC/ST. If yes, please attach a documentary proof to substantiate the caste status.	

**B) Parameters**

Bidder's Response (Shall be considered for evaluation of technical Bid as per TBEC mentioned in Section-E

Sr. No.	Parameter	Party's Response (Y/N)
1	The service provider must be a limited Company registered under Indian Companies Act, 1956 or a partnership firm or a sole proprietorship firm or a private limited company duly registered under the concerned acts applicable for conducting business in India.	
2	The Service provider must have a valid CHA License for undertaking customs clearance at <b>DELHI</b> .	
3	The Service provider should be in the business of Customs clearance (Air/courier/post) for past Five years (from April, 2017 onwards).To have provided similar type of services for past five years and capable of providing the said services mentioned in Section B	
4	The Service Provider should have Average Annual Financial turnover of Rs.25 Lakh during the last two financial years i.e., 2019-2020 and 2020-2021 as per the Annual Report( Audited Balance Sheet and Profit & Loss Account) duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.	
5	The bidder must have PAN No. & GST registration No., at the time of tender application.	

**C Submission of supportive documents/requirements.**

i) Is the Bid Security Declaration Form (duly filled & signed) attached /enclosed along with the Technical Bid : **Yes/No**

a) Is the bidder a Micro & Small Enterprises (MSE) as specified at Para 13 of Section "A" and claims Exemption from submission of the EMD : **Yes/No**

b) If answer to C (i-a) is Yes, details be provided as under.

Details of MSE Certificate (Ref. Para 12 of Section "A")

Issuing Agency Name :	
Certificate No. & Date	
Valid upto	
Services covered under Registration certificate	

A copy of the registration certificate as mentioned at C (i-b) above is attached with Technical Bid.

ii) IT Returns for the Financial Years 2019-2020 and 2020-2021 Yes/No

iii) Tender document signed, stamped and duly completed in all aspects. Yes/No

iv) Annual Turnover for previous Financial Years (2019-20and 2020-21): Rs\_\_\_\_\_ (in Lakh)

v) Copy of Balance Sheet and P&L Account for the Financial Year (2019-20and 2020-21) duly signed by Proprietor/Director enclosed : **YES / NO**

vi) Has any Director/Partner/Proprietor been convicted any time by court of law? **YES/NO (If yes, give details).**

vii) Has your company been Blacklisted by any agency of the airport or elsewhere? **YES/NO (If yes, give details)**

viii) Details of import clearance of air shipments handled during last 1 year together with a copy of contract/ Airway Bills/invoices of clients)

S. No.	Name Of Contract	Name &Address of Company	Period of Contract (From...to....)	Annual Value of Contract
I				
II				
III				

17. Any other information which the bidder may like to furnish, separate sheet may be enclosed. In support of above information self-attested copies of all Documents, wherever required be enclosed.

**UNDERTAKINGS:**

(To be agreed and signed by the bidder)

- i. It is confirmed that the registrations and licenses under all the applicable local and central taxes and laws and to be specified separately under each applicable tax/law/act (i.e. GST/ Income Tax Act etc.) shall be produced for verification/checking of AAAL or to third party authorized by AAAL / Law abiding agencies of Govt. of India.
- **I have carefully gone through and have understood and hereby agree to abide by all the General Terms & Conditions, Workscope and Specifications governing the tender.**
  - **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.**
  - **All the pages of the Technical Bid are signed and any overwriting are signed .**

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

Signature \_\_\_\_\_

Place: \_\_\_\_\_

Name & Designation: - \_\_\_\_\_

Co. Name & Airl: \_\_\_\_\_

**CHECK LIST:** Following Documents must be attached with Technical Bid

1.	EMD (Bid Security Declaration Form, duly filled and signed)			
2.	Self-Attested copies of:-			
	A) Certificate of Incorporation			
	B) PAN No.			
	C) GST Registration			
	D) CHA License			
	E) IT Returns for the Previous two(02) Years			
	F) Shop & Establishment Certificate/ Lease Deed as applicable for office premises			
	G) Original copy of Authorized Signatories			
	H) MSE Certificate, if registered with MSE (Ref. Para 13 of Section 'A')			
3	Copy of audited Balance Sheet and P&L for the financial years 2017-18 and 2018-19 duly signed by Proprietor/Director			
4	Copies of Contracts/AWBs/invoices depicting last 1 year experience in the business of Customs clearance (from April, 2020 onwards), duly certified by the bidder/self-attested			
5	Company Profile			
6	List of other Airlines/customers where similar services are provided currently with Tel. No. & contact person			
7	Tender document duly signed, stamped and completed in all aspects (pages __)			

## Section-D: Financial Bid

### Financial Bid Format

#### CUSTOMS CLEARANCE CHARGES FOR AIRCRAFT PARTS

**Table: 1**

Sl. No.	<u>AIR IMPORT</u>	
1	Agency Charges	
2	Documentation Charges	
3	Loading & Un-Loading Charges	
4	AOG /Night Clearance Charges per BE	
5	Transportation Charges Upto 50 Kgs	
6	Transportation Charges Upto 51 Kgs to 100 Kgs	
7	Total:	
8	AAI Charges	As per Actuals on submission of Receipts
9	CMC Charges	As per Actuals on submission of Receipts
10	Fork Lift Charges / Crane Charges	As per Actuals on submission of Receipts
11	Any Incidental Expenses	Subject to Prior Confirmation from Consignee Or Agent
12	Any other Receipted Expenses	As per Actuals on submission of Receipts
13	Duties & Taxes (if any)	As per Actuals on submission of Receipts
14	GST	18 % As per Govt Outlay

**Optional Items (Vendor must quote, but will not be considered for L1 determination)****Table: 1****Value in INR**

<u>Air Export</u>	
Agency Charges	
Documentation	
AOG/Night Clearance	
Loading & Un-Loading Charges	
Transportation Charges Upto 50 Kgs	
Transportation Charges Upto 51 Kgs to 200 Kgs	
Total:	
AAI Charges	As per Actuals on submission of Receipts
CMC Charges	As per Actuals on submission of Receipts
Fork Lift Charges / Crane Charges	As per Actuals on submission of Receipts
Any Incidental Expenses	Subject to Prior Confirmation from Consignee Or Agent
Any other Receipted Expenses	As per Actuals on submission of Receipts
Duties & Taxes (if any)	As per Actuals on submission of Receipts
GST	18 % As per Govt Outlay

CUSTOMS CLEARANCE CHARGES FOR AIRCRAFT ENGINE**Table: 2**

<u>AIR IMPORT</u>	
Agency Charges	
Documentation	
Processing Charges	
Customs Examination	
DGR Charges /	
AAI Charges	As per Actuals on submission of Receipts
CMC Charges	As per Actuals on submission of Receipts
Transportation Charges	As per Actuals on submission of Receipts
Loading & Unloading Charges	As per Actuals on submission of Receipts
Fork Lift Charges / Crane Charges	As per Actuals on submission of Receipts
Any Incidental Expenses	Subject to Prior Confirmation from Consignee Or Agent
Any other Receipted Expenses	As per Actuals on submission of Receipts
GST	18 % As per Govt Outlay

**Table: 3**

<u>AIR EXPORT</u>	
Agency Charges	
Documentation	
Processing Charges	
Customs Examination	
DGR Charges	
AAI Charges	As per Actuals on submission of Receipts
CMC Charges	As per Actuals on submission of Receipts
Transportation Charges	As per Actuals on submission of Receipts
Loading & Unloading Charges	As per Actuals on submission of Receipts
Fork Lift Charges / Crane Charges	As per Actuals on submission of Receipts
Any Incidental Expenses	Subject to Prior Confirmation from Consignee Or Agent
Duties & Taxes (If Any)	As per Actuals on submission of Receipts
GST	18 % As per Govt Outlay

**CUSTOMS CLEARANCE CHARGES FOR AIRCRAFT (Complete)**

**Table: 4**

<u>AIR IMPORT</u>	
Agency Charges	
Documentation	
BOE Processing Charges	
Customs Examination	
AAI Charges	As per Actuals on submission of Receipts
Any Incidental Expenses	Subject to Prior Confirmation from Consignee Or Agent
Any other Receipted Expenses	As per Actuals on submission of Receipts
Duties & Taxes (if any)	As per Actuals on submission of Receipts
GST	18 % As per Govt Outlay

Table: 5

<u>AIR EXPORT</u>	
Agency Charges	
Documentation	
SB Processing Charges	
Customs Examination	
AAI Charges	As per Actuals on submission of Receipts
CMC Charges	As per Actuals on submission of Receipts
Any Incidental Expenses	Subject to Prior Confirmation from Consignee Or Agent
Any other Receipted Expenses	As per Actuals on submission of Receipts
GST	18 % As per Govt Outlay

**SECTION- E: TECHNICAL BID EVALUATION CRITERIA (TBEC) / PRICE BID EVALUATION CRITERIA (PBEC)**

**Technical Bid Evaluation Criteria (TBEC)**

For Bidder to become technically qualified, it is necessary and essential to meet out the seven criteria given below. In order to assess the capability of service providers, who show interest in our selection process, will be evaluated as per the following.

1. The Service Provider (SP) must be a limited Company registered under Indian Companies Act, 1956 or a partnership firm or a sole proprietorship firm or a private limited company duly registered under the concerned acts applicable for conducting business in India.
2. The SP must have a valid CHA License for undertaking customs clearance at **Delhi Airport**.
3. The SP should be in the business of Customs clearance(Air/courier/post) for past two years (from April 2019 onwards).To have provided similar type of services for past two years and capable of providing the said services mentioned in **SECTION B**.
4. The SP should be in the air clearance at **Delhi Airport** for past two years (From April 2019 onwards).
5. The Service Provider should have Average Annual Financial turnover of Rs.25 Lakh during the last two financial years i.e., 2019-2020 and 2020-2021 as per the Annual Report( Audited Balance Sheet and Profit & Loss Account) duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.
6. The SP should have PAN No. & GST registration No., at the time of tender application.

**Price Bid Evaluation Criteria (PBEC)**

1. L1 vendor will be determined as per Table – 1 Sl. No. 1+2+3+10% value of Sl. No. 4+95% value of Sl. No. 5 + 5% value of Sl. No. 6.

**SECTION- F: ANNEXURES:**

<b>Annexure :</b>	<b>Subject</b>
I.	Acceptance of Terms and Conditions
II.	Undertaking from Bidders
III.	Performance Guarantee/Security Deposit Form
IV.	Letter of Authorization for Attending Bid opening.

**ANNEXURE I**

**ACCEPTANCE OF TERMS AND CONDITIONS**

1. I/We have carefully gone through and have understood and hereby agree to unconditionally abide by all the terms and conditions, required work scope/service details and specifications governing the Tender.
2. I/we hereby confirm that I/we are authorized to sign Bid documents and the information given in the Tender is true and correct to the best of my/our knowledge and belief and nothing material is concealed.
3. Rates quoted by us in the Price Bid Format will remain firm for a period of 90 days from the date of opening of the Technical Bid.
4. We confirm that the prices/ rates and taxes as quoted by us in the Price Bid are final and no additional Cost shall be applicable to AAAL. We also confirm that there is no hidden cost to AAAL over and above those indicated in the Price Bid format.
5. In case AAAL decides to place contract on us, we agree to maintain our quoted rates firm till completion of the Contract.
6. We confirm that the benefit of reduction in Statutory Taxes/Levies, if any arising during the Contract Period, if awarded in our favor would be passed on to AAAL wherever applicable.
7. I/we confirm that /we do not have any relative who is an employee of AAAL or its subsidiaries and is likely to benefit us during the Award/implementation of the Contract.
8. I/we also indemnify that any subsequent detection of direct or indirect beneficiary of any application/award of any contract to any employee of the organization may result in disqualification/termination as the case may be. AAAL will have the sole discretion to do so and such cases cannot be referred for arbitration.
9. All the Pages of SECTIONS A TO D are duly stamped and signed.

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

Place: \_\_\_\_\_

Signature \_\_\_\_\_

Name & Designation:- \_\_\_\_\_

Company Name & Airl: \_\_\_\_\_

**ANNEXURE – II**

**UNDERTAKING FROM BIDDERS**

I / We .....confirm that I / we do not have any relative, who is an Employee of AAAL or its subsidiaries and is likely to benefit us during the Award /implementation of the Contract.

I / We also indemnify that any subsequent detection of direct or indirect beneficiary of any application / award of any contract to any employee of the organization may result in disqualification / termination as the case may be. AAAL or its subsidiary will have the sole discretion to do so and such cases cannot be referred for arbitration.

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

**Place:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Name & Designation:-** \_\_\_\_\_

**Company Name & Airl:** \_\_\_\_\_



**ANNEXURE – III**

**Performance Bank Guarantee /Security Deposit Form**

To  
Chief -MMD  
Alliance Air Aviation Limited  
Alliance Bhawan,  
Domestic Terminal-1, I.G.I. Airport, 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 ..... 20\_\_ .....

(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
.....

Airl, name & address of the Bank and address of the Branch

**ANNEXURE – IV**

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

To  
Chief -MMD  
Alliance AirAviationLimited  
Alliance Bhawan,  
Domestic Terminal-1, I.G.I. Airport,  
New Delhi-110037

Subject: Authorization for attending bid opening

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

Opening Date \_\_\_\_\_ Opening Time \_\_\_\_\_

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

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

I.

II.

Authorised 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.

