

ALLIANCE AIR AVIATION LIMITED

Registered Office:

Alliance Bhawan, Domestic Terminal 1,
Indira Gandhi International Airport, New
Delhi-110037, Delhi, India

Tender for Dry Lease of Two (02) New ATR42-600 Aircraft

Last Date & Time of submission of Technical Bid: - 16 Nov 2021, 15:00 Hrs. (IST)

Last Date & Time of opening of Technical Bid: - 16 Nov 2021, 15:30 Hrs. (IST)

DISCLAIMER

The information contained in this tender document (hereinafter referred to as “**Tender**”) or and any information pertaining to the aforesaid subject matter subsequently provided to the applicants/bidders (the “**Applicants**”/ “**Bidders**”) in any form by Alliance Air Aviation Limited (hereinafter referred to as “**AAAL or Alliance Air**”) shall be subject to the terms and conditions to which such information is provided herein and any other terms and conditions as may be prescribed by Alliance Air. By applying to the present bid, it is to be construed that the bidder is making an unconditional offer and accepts the terms and conditions of the present Tender without any reservations.

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

Each Bidder should conduct its own due diligence, investigations, and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, and information contained in this Tender and shall obtain independent advice from appropriate sources at its own cost.

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

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

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

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

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

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Notice Inviting Tender

From: -

Chief of MMD

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

Subject: - **Tender for Dry Lease of Two (02) New ATR42-600 Aircraft.**

To,
All Prospective Bidders,

1. Alliance Air Aviation Limited (“Alliance Air or AAAL”) invites responses (“Proposals/Bids”) to this Tender for Dry Lease of two (02) New ATR42-600 Aircraft, on the terms and conditions as contained herein.
2. The complete bidding document is available on the website “www.airindia.in” for the purpose of downloading.
3. Bidder/s submit the Technical Bid, consisting of the Technical Bid response at Annexure T2, along with cover letter at Annexure T6, the Variance statement at Annexure T3 if any, Annexure T1, Annexure T4, Annexure F1, Annexure F2, & F3 duly stamped and signed.
4. A successful bidder will be selected based on the criteria described in this Tender.
5. Bidders are advised to study this Tender document carefully, before submitting their Bids, in response to the Tender Notice. Submission of a Bid in response to this Notice shall be deemed to have been done after careful study and examination of this Tender document with the full understanding of its terms, conditions, and implications.
6. Alliance Air may, in its sole discretion, extend the due date and time for submission of Bids by issuing an addendum /corrigendum to that effect, in which case all rights and obligations of the Bidders previously subject to the original due date and time for submission of Bids will thereafter be subject to the due date and time as extended.
7. Amendments, corrigendum, clarifications if any, and any extensions of the due date and time of opening of the Bids, as per the sole discretion and requirements of Alliance Air, will be intimated and hosted only on the website (www.airindia.in). NIT (Notice Inviting Tender) would be published in newspapers/print media which may please be noted. It is the Bidder’s responsibility to visit the said website regularly for the aforesaid updates/extensions, as necessary.
8. The tender document/form downloaded from the website (www.airindia.in) should not be tampered with/modified in any manner. In case, if the same is found to be tampered /modified in any manner, the tender will be completely rejected.
9. All rights to accept or reject any or all Bids are reserved with Alliance Air.

Alliance Air Aviation Limited

Summary of Bidding Information

S. No	Particulars	Details
1	Name of Tender	Tender for Dry Lease of Two (02) New ATR42-600 Aircraft.
2	Date of issue of the Tender	25 Oct 2021
3	Period of Contract	Twelve (12) years
4	Last Date, Time, and Place for Submission of Bids	16 Nov 2021, 15:00 Hrs. (IST), Chief of MMD Alliance Air Aviation Limited. Alliance Bhawan, Domestic Terminal -1 I.G.I Airport, New Delhi 110037, (India)
5	Time and Date of opening of Technical Bid/s	16 Nov 2021, 15:30Hrs. (IST), Chief of MMD Alliance Air Aviation Limited. Alliance Bhawan, Domestic Terminal -1 I.G.I Airport, New Delhi 110037, (India)
6	Date and Time of opening financial bid.	Bidder qualifying in Technical Evaluation will be informed through email.
7	Venue of Tender opening	Chief of MMD Alliance Air Aviation Limited. Alliance Bhawan, Domestic Terminal -1 I.G.I Airport, New Delhi 110037, (India)
8	Validity of Bids	180 Days
9	Bid System	Two Bid System 1. Technical Bid 2. Financial Bid

Introduction and General Details Relating to the Tender

1. Overview:

Alliance Air Aviation Limited (Alliance Air), a company incorporated under Companies Act 1956, having its registered office at Alliance Bhawan, Domestic Terminal-1, I.G.I Airport, New Delhi-110037, Delhi, India (hereinafter referred to as “**AAAL or Alliance Air**” currently operates a fleet of 18 ATR 72-212A, Version 600, (70/72-seater) aircraft under the brand “**Alliance Air**” and operates Domestic and International flights within India and its neighbouring countries.

In addition to eighteen (18) aircraft, two (02) new ATR42-600 aircraft are scheduled to induct AAAL’s fleet size. The majority of the aircraft maintenance of Aircraft is performed by AI Engineering Services Ltd (AIESL). AIESL’s maintenance facilities are approved by the Director-General of Civil Aviation (DGCA) of India, the civil aviation regulatory authority of India.

The details to be provided in the two bid systems, have been listed in this Tender Document. Bidders are requested to furnish all mandatory and general details specifying whether the system being offered supports the requirement.

The Bidder in response to this Tender must meet the specified mandatory requirements.

The contract executed with the successful Bidder pursuant to this Tender shall be for Twelve (12) Years from the date of acceptance of aircraft.

Purpose of Tender: -

Alliance Air is pleased to invite Bid(s) under the Two (02) Bid System for Dry leasing of two (02) New ATR42-600 Aircraft for a period of Twelve (12) Years.

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SCHEDULE III

Proposed Delivery Schedule for the Two (02) New ATR42-600 Turboprop Aircraft

Proposed Delivery Schedule for Two New ATR 42-600 Aircraft is: -

S. No	ATR42-600 Turboprop Aircraft	Deliveries Schedule
1	Aircraft No. 1	Latest by May 2022
2	Aircraft No. 2	Latest by May 2022

Aircraft Delivery Schedule at variance with the above-mentioned proposed delivery schedule may also be considered.

Terms and Conditions of the Tender

1. Definitions: -

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

- i. "AAAL", Alliance Air Aviation Limited", Alliance Air" or the Airline" shall mean "Alliance Air Aviation Limited, a company incorporated under Companies Act 1956, having its registered office at Alliance Bhawan, Domestic Terminal-1, I.G.I Airport New Delhi-110037".
- ii. **"Applicable Law"** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines, or bylaws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter preferably in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of the Contract, and applicable to the Tender.
- iii. **"Bid"/"Proposal"** means the proposal submitted by the Bidder(s) in response to this Tender in accordance with the provisions thereof including Technical Bid and Financial Bid as described along with all other documents forming part in support thereof.
- iv. **"Bidder"** or **"Tenderer"** shall mean an eligible entity who has submitted the sealed/closed Bid for this Tender through its authorized signatory or vide Postal, courier or hand delivery or password protected scanned file through email.
- v. **"Contract"** or **"Agreement"** shall mean the agreement entered between Alliance Air and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- vi. **"Successful Bidder"** shall mean the Bidder whose Technical Bid and Financial Bid has been accepted by AAAL and who further declared as L1 after Technical and Financial bid evaluation and LOI is consequently issued by AAAL and the same has been accepted/acknowledged by such Successful Bidder/Tenderer vide a letter. AAAL shall enter into an agreement/contract with the L1 bidder.
- vii. Any other term(s) not defined hereinabove but defined elsewhere in this Tender shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

2. Terms of Tender

Alliance Air is considering for Leasing of Two (New) ATR42-600 aircraft on Dry Lease

- i. Lease Period : - Twelve (12) Years
- ii. Estimated Aircraft Utilization : - 2400 Flight Hour (FH)/ 2400 Flight Cycles (FC), per year per aircraft.
- iii. Average Sector/Stage Lengths : - 350 Kms (Min = 170 Kms / Max 750 Kms).
- iv. The Applicant(s)/Bidder(s) are required to submit their bids in a sealed/closed envelope, clearly identifiable as follows: -

Annexure T1	Proforma for Profile of the Bidder/Lessor and Mandatory Conditions.
Annexure T2	Proforma for Technical information about the Aircraft Offered for Lease.
Annexure T3	Proforma for Variance Statement – Technical Requirement & Conditions of the Tender.
Annexure T4	Integrity Pact.
Annexure T5	Proforma for delivery scheduled offered by the Bidder/Lessor.

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Annexure T6	Proforma for Covering Letter by the Bidder/Lessor for Technical Bid.
Annexure F1	Proforma for Variance Statement- General and Financial Terms & Conditions of the Tender
Annexure F2	Format for Financial / Commercial Proposal.
Annexure F3	Proforma for Covering Letter by the Bidder/ Lessor for Financial Bid.

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

- v. Offers are invited from Manufacturers/Operators/Airlines/Companies who are registered with International Financial Services Center (IFSC) in GIFT (Gujrat International Finance Tec) City, Gujrat, India, of international standing and repute, owning, leasing. **The offers from Agents/Brokers would not be entertained.**

Or

Offers are invited from Manufactures/operators/Airline/Companies of international standing and repute, owning of at least 10 commercial aircraft. **The offers from Agents/Brokers would not be entertained.**

- vi. The offer(s) must be accompanied by documentary proof that the Bidder/Lessor already own/has assignment rights on the aircraft offered for lease, or the Bidder/Lessor must be in possession of proposal from OEM (M/s ATR), which AAAL may get validated/confirmed from ATR at its own discretion.
- vii. Bidder should quote for the total Tender requirement of Two (02) ATR42-600 Aircraft.
- viii. The offers should be accompanied by confirmation of the aircraft manufacturer (ATR) validating that delivery slots offered are on firm order (alternatively, confirmation of ATR what the Bidder is in possession of proposal from ATR for purchase of ATR42-600 Aircraft for onward lease to AAAL), proof of ownership etc.
- ix. For special fiscal provisions/benefits, Aircraft should be leased through either India based Lessor registered with IFSC in GIFT (Gujrat International Finance Tec) City, Gujrat, India, or Ireland based Lessor for which the selected Bidder shall set up an SPC/SPV at its own cost. The selected bidder shall also agree to provide a Parent Support Guarantee Letter in respect of such SPC/SPV formed as a Lessor thereby, guaranteeing the due performance and compliance by such SPC/SPV with the terms and conditions of this tender and the Lease Agreement therein.
- x. The Bidder shall be agreeable to AAAL opting to lease less number of Aircraft than offered by the bidder, without changing the rate/price, and/or financial or any other terms and conditions.
- xi. Following the signature of the LOI / term sheet and after receipt of the Initial Deposit in Lessor's account, the Lessor shall reserve the Aircraft for AAAL and confirm the MSN/specific identification of the offered aircraft.
- xii. An early exit clause may be provided in the Technical bid for an exit option beyond a certain minimum lease period (not to be a part of the Financial Bid Evaluation).
- xiii. A buyout option for early exit/end of the lease period may also be offered in the Technical Bid. (not to be a part of the Financial Bid Evaluation)

3. Instructions/ Information to Bidders: -

3.1 General Instructions

- i. The Bids shall be typed in English language, and all correspondence and documents related to the Bid exchanged by the Bidder and Alliance Air shall be written in the English language. Before submitting the Bid, the Bidder should carefully examine the Tender document, terms & conditions of assignment and specifications.

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- ii. Bids must be sent, only at the sole risk of the Bidder. Bids received late, delivered at a different address other than as specified in the Tender or lost in transit will not be accepted irrespective of whether the delay has arisen on account of the delivery system i.e., Postal, courier or hand delivery or password protected scanned file through email. It is hereby clarified that Bids sent only by the mode mentioned hereinabove shall be accepted by Alliance Air. Bids sent by any other mode may be liable to be rejected.
- iii. The Bidder shall abide by the Tender Conditions and submit their Bids in accordance with the requirement laid down in this Tender and complete the annexed form of Tender and information called for therein and shall sign and date each page of the documents.
- iv. The Tender shall contain the name with designation, address, Tel. No and email for communicating with the Bidder in connection with the Tender.
- v. Bidders shall read and confirm the terms and conditions outlined in this document and ensure that they are eligible in all respects in order for their applications to be processed at various levels. The columns that are left blank or incomplete shall be interpreted to the Bidder's disadvantage. The submission of a Bid implies that the Bidder has read the conditions of the Tender and is fully aware of the scope of work, specifications, and project execution/solution implementation requirements.
- vi. Alliance Air reserves the right to accept or reject any bid without assigning any reason whatsoever and to annul the bidding process and reject any Bids, at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for Alliance Air's action. Alliance Air also reserves the right to extend the validity period of the Tender.
- vii. All Bidders to note that even though they may be qualified after evaluation of the Technical Bid, in the event their Financial Bid is found incomplete or not submitted in a format as prescribed herein, their Bid submitted thereon shall be rejected by AAAL.
- viii. Alliance Air has the right to amend and/or re-issue the Tender document without the Bidder(s) having any right to object to such reissue.
- ix. Bidders shall be required to sign all pages of the Technical Bid and the Financial Bid, and all signed pages should be in ascending order, along with an index of submissions. The individual signing the Tender or other documents in connection with the Tender should submit proof of being an authorized signatory and certify the capacity in and/or authority in which they are signing the Bid.
- x. All financial quotes must be in USD (\$) only. Further, the price quoted should remain valid for acceptance for a minimum period of 180 days from the date of opening of the Financial Bids or such period as mutually agreed by AAAL and the Bidder, beyond the initial 180 days.
- xi. The Financial Bid should be quoted in USD (\$) only as per the format for the Financial Bid in Annexure F2.
- xii. The quoted rates should be clearly typed in figures as well as in words and should be free from over-typing or over-writing. Overwriting/overtyping, if any, must however be authenticated by full signature by the authorized signatory who signs the Bid and should be duly stamped.
- xiii. Alliance Air reserves the right to award the contract to the successful bidder as it may deem eligible as per its requirements.
- xiv. A Bidder shall be liable for disqualification, if any legal, financial, or technical adviser of Alliance Air in relation to the Tender is engaged by the Bidder, its member, or any associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender during the Tender process or subsequent to the execution of the Contract. In the event, any such adviser is engaged by the Successful Bidder, as the case may be, after issuance of the Agreement or execution of the Agreement for matters related or incidental to the Tender, then notwithstanding anything to the contrary contained herein or in Contract and without prejudice to any other rights or remedies of Alliance Air, including the forfeiture and appropriation of the Security Deposit, Alliance Air shall have the right to terminate the Contract, without being liable in any manner whatsoever to the Successful Bidder for the same.
- xv. At any time prior to the last date for submission of Bids, Alliance Air may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify this

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Tender document by an amendment. In order to afford the reasonable time to Tenderers to take such amendments into account for preparation and submission of their Bids, Alliance Air may, at its discretion, extend the last date for the submission of Bids through an announcement on its website.

- xvi. Bids must be comprehensive in all respects and inclusive of all costs related to the work scope as detailed in the Tender. It is to be noted that an increase in the price, other than what has been quoted in the Financial Bid, would not be accepted by Alliance Air, after the closing date of the Tender for any reason whatsoever.
- xvii. The Bidder shall bear all costs associated with the preparation and submission of the Bids, including the cost of presentations/demonstrations for the purposes of clarification/ evaluation of the bids and negotiations with the Successful Bidder, etc. Alliance Air will not be responsible or liable for any such costs, regardless of the conduct or outcome of the bidding process.
- xviii. AAAL may extend the date for submitting the Bids and/or opening of the Tender if Considered necessary at its sole discretion. Amendments/clarifications/Addendums, if any, to the Tender documents including change in the dates for submitting the Bids and/or opening the Tender would be hosted/notified/displayed on the website of Air India, www.airindia.in, and no such separate communication will be sent in this regard. The Bidders may therefore visit the Air India website regularly till the date of closing of the Tender. Queries, if any, in respect of the Tender may be addressed to the following officials.

Technical Queries	For Queries on Tender Clauses.
<p>Head Of Engineering Alliance Air Aviation Ltd. Room No. 205, G+5 Building, Domestic Terminal 1, I.G.I Airport New Delhi 110037 (India)</p> <p>Email: - headengg@allianceair.in</p>	<p>Chief of MMD Alliance Air Aviation Ltd. Alliance Bhawan Domestic Terminal-1, IGI Airport, New Delhi – 110037, India</p> <p>Email: -commd.del@allianceair.in</p>

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

4. Bid Submission

- i. Bids should be submitted on the letterhead of the Bidder's company with all pages duly stamped and signed by the authorized signatory/signatories of the Bidder's Company.
- ii. The bid should be valid for a period of at least 180 days from the last date for submitting the Tender.
- iii. Bidders are required to submit two separate sealed envelopes superscribed as Technical Bid and Financial Bid respectively. These shall also be super scribed on each of the envelopes as

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- “Tender for Dry Lease of Two (02) New ATR42-600 Aircraft”**. The name of the authorized person with designation, address, contact numbers, and email address for official communications shall also be mentioned on each of the envelopes.
- iv. Two-bid system i.e., **Technical Bid** and **Financial Bid**, being adopted for this Tender, the process will be carried out in 2 stages. Technical Bids will be opened at the venue mentioned above at specified time and date, and the financial bid of bidders who qualifies in the technical bid will be opened later.
 - v. The tender response is to be made in a Two (02) Bid system, i.e.
 1. Technical Bid
 2. Financial Bid.
 - vi. No changes will be permitted to the Bid document after the opening of the bids.
 - vii. Bidders are advised to quote strictly in accordance with the formats in Annexure T1 to Annexure T6 and Annexure F1 to Annexure F3 enclosed with the Tender Document. Otherwise, Bidder may invite the risk of disqualification of their Bid.
 - viii. Bidder/s have to submit the “Technical Bid” and “Financial Bid” through the below-mentioned mode: -
 - a. Hard Copies in two (2) separate sealed/closed envelopes, Super Scribed in bold
 - i. **“Technical Bid for Tender for Dry Lease of Two (02) New ATR42-600 Aircraft”**.
 - ii. **“Financial Bid for Tender for Dry Lease of Two (02) New ATR42-600 Aircraft”**.
 - iii. Both envelop should be submitted in **“Master Envelope”** in sealed/closed condition, superscribed in bold with **“Tender for Dry Lease of Two (02) New ATR42-600 Aircraft”**.
Duly addressed and deposited in the Tender Box placed at the address mentioned below: -

Chief of MMD
Alliance Air Aviation Limited.
Alliance Bhawan
Domestic Terminal-1, I.G.I Airport,
New Delhi – 110037

The last date of receipt of bids is 16 Nov 2021 latest by 15:00 Hrs. (IST).

- iv. Additionally, a scanned copy of the Technical Bid in PDF Format should also be provided in a pen drive placed inside an envelope marked “Soft Copy of Technical Bid” which should be placed in the envelope containing Technical Bid.
- b. Due to present Covid-19 pandemic restrictions, bidder/s may also submit their bid electronically, i.e., bids can be sent via email, scanned and password-protected (**the password must be alphanumeric with one special character**) format on or before the last date and time for submission of tender bid to commd.del@allianceair.in
- c. On the tender opening date, the Password for the Technical bid is to be shared fifteen (15) minutes before the tender opening time and the password for the financial bid is to be shared later, as per Alliance Air’s instructions.
- d. If the Bidder so desires, a duly authorized representative of the Bidder’s company/organization can be present at the time of opening of the Tender. The representative must carry an authority letter from the Bidder’s Company/Organization authorized signatory for participating in the Tender opening, a copy of which may preferably be sent by e-mail in advance to the address as specified above.
- ix. Acceptance of the terms & conditions of this Tender should be expressly indicated by the Bidder/Lessor in its offer. Any terms & conditions, which are not acceptable, should be

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specified in the Variance Statement of Terms & Conditions as per the format in Annexure T3 in respect of technical requirements & conditions and Annexure F2 in respect of General and Financial terms & conditions. In case, no variance is given by the Lessor in its Bid, the same shall not be considered during the Lease Agreement negotiation stage.

- x. Terms that are not specified in this Tender by Alliance Air and the Bidder/Lessor wants to add should also be specified in the Variance Statement of Terms & Conditions as per the format in Annexure T3 in respect of technical requirements and Annexure F2 in respect of General and Financial terms & conditions.
- xi. If any bid(s) are received after the Due date and Time, such Bids will be declared invalid and will be rejected. Alliance Air reserves to itself the liberty to reject all or any Bid Without assigning any reason.

Note: -

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

4.1 Evaluation of Bids

- i. This Tender is a two-bid process and accordingly, the evaluation of the Bids shall be done in two stages.
 - Stage 1** – Evaluation of the Technical Bid/s.
 - Stage 2** – Evaluation of the Financial Bid/s.
- ii. Bidders will have to qualify through each stage to progress to the next stage of evaluation.
- iii. The evaluation of the bid/s shall be performed as per methodology provided under the provisions relating to evaluation of the bid/s as specified in Appendix 2.
- iv. The Bids of only those Bidders whose Technical Bids have been assessed by Alliance Air as meeting the minimum requirements spelt out in Annexure T1 will be taken up for Financial Bid evaluation.

5. Basis of Evaluation (Appendix 2)

5.1 Technical Bid

contains conditions, which are mandatory (Annexure T1, Table 2) and need to be fulfilled by the Bidders. The response for each of the conditions in this Part shall only be written as 'YES'. Only those Bids that contain the response 'YES' against all the conditions, will be eligible for further processing. For the avoidance of any doubt, if the response to any of the condition/s in Annexure T1 read as "NO", "Noted" or is left blank, the bid will not be processed any further and no evaluation will be done further. The Bidder will be rejected, and their Financial Bid will not be taken up for further evaluation.

5.2 Financial Bid

Bidders have to provide their quotations as mentioned in Annexure F2. The "L1" bidder will be decided on the basis of the quotation found to be lowest after the Financial Bid evaluation by Alliance Air.

6. Earnest Money Deposit (EMD): -There is no EMD.

7. Documents required for processing the payments

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

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8. Security Deposit

8.1 Security Deposit, if any, required by the Lessor, will only be given in the form of Standby Letter of Credit (SBLC)/Foreign Letter of Guarantee (FLG) to be issued/confirmed by an international bank of repute reasonably acceptable to the Lessor.

8.2 At the time of execution of LOI/Term Sheet, if required, AAAL will give initial deposit by way of SBLC/Foreign Letter of Guarantee (FLG) to be issued/confirmed by an international bank of repute reasonably acceptable to the Lessor, to Maximum of USD (\$) 200K per Aircraft. Such initial deposit shall be adjusted against the Security Deposit (if any) payable to the Lessor at the time of Lease Agreement (the “**Security Deposit/SD/Bid Security**”).

9. Maintenance Reserves rates should be quoted per flight hour/cycle/month as applicable separately for Airframe, Engines, LLPs, Propellers, Landing Gears etc.

Alliance Air may opt for entering into PBH (Power by the Hour) agreement(s) with the OEM / PBH service provider during the entire lease term for All scheduled/unscheduled maintenance (including but not limited to refurbishment, performance restoration, LLP replacement etc.) of the following Major parts installed on the ATR 42-600 aircraft: -

- (i) Engines, LLPs,
- (ii) Propellers and
- (iii) Landing Gear

- a) In such a case of PBH agreements with OEM/PBH Service Provider, AAAL will be making monthly payments to the Engine/LLP/Propeller/Landing Gear **OEM/PBH Service Provider under PBH Agreement(s)** for services including aforementioned maintenance to standards that shall be in compliance with Lessee’s Approved Maintenance Program, and in accordance with the manufacturer’s manuals.
- b) In such a case of **PBH agreements with OEM/PBH Service Provider**, Lessor should be agreeable that lessee’s obligations of monthly payment of Maintenance Reserves (MRs) towards (1) Turbo Machinery HSI (Hot Section Inspection) (2) Turbo Machinery (Overhaul) (3) RGB (Reduction Gear Box) Overhaul (4) Engine LLP Replacement (5) Propeller Overhaul and (6) Landing Gear Overhaul **are waived Off** in view of monthly payments by AAAL to the Engine (TM+RGB)/Propeller/ Landing Gear OEM/PBH Service Provider under the PBH Agreement.

However, in case the PBH Agreement is not in effect, Engine/Propeller/ Landing Gear MRs will be payable at agreed rates.

Maintenance Contribution/Restoration charges shall be based on average sector/stage length of 350 kms (Minimum = 170 kms & maximum= 750 kms) and estimated annual utilization of 2400 FH / 2400 Cycles per Aircraft.

- c) Lessor shall be agreeable for reimbursement of the maintenance reserves for the aircraft checks (claimable maintenance events) which are carried out at the approved maintenance facility/ maintenance performer.

10. Delivery/Re-Delivery Conditions

- 10.1 Delivery/re-delivery conditions of the Aircraft should be clearly specified and comply with the requirement as specified in Appendix 1 attached.
- 10.2 Bids should be based on delivery of new ATR 42-600 Aircraft to Lessee (AAAL) ex-manufacturer facility and redelivery by AAAL to the Lessor’s ex-MRO facility (FAA/ EASA/DGCA approved).

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- 10.3 The cost for ferry flight of the Aircraft from Delivery Location to India at the time of delivery of Aircraft shall be borne by AAAL and vice versa to re-delivery location shall be borne by the Lessor at the time of re-delivery of the aircraft. Re-delivery location will be mutually agreed at the time of the lease agreement.
- 10.4 In case of any Airworthiness Directive (AD) and/or Service Bulletin (SB)/mandatory modification, up-gradation of Engines / Propellers / Landing Gears and any other components etc., issued or due during the lease term on a terminating basis, AAAL shall be entitled to pro-rata reimbursement of the total cost (including labour and material cost) for complying with such AD/SB/Mandatory Modification/up-gradation. Bidder shall be required to specify their AD Cost-sharing formula and cost-sharing terms to be applied during the lease term.
- 10.5 If the Lessor wants AAAL (Lessee) to comply with any optional or recommendatory SB, the Lessor shall reimburse the total cost incurred by the Lessee and also the pro-rata credit for Aircraft lease rent for the grounding time of the Aircraft for the purpose.
- 10.6 The prospective Lessor and the subsequent assignee, if any, would need to comply with the requirements (if any) issued by the regulatory authority or similar directives from the Government as in effect in the State of Registration prevailing on the relevant date of such agreement/assignment.
- 10.7 During the lease term, Lessee will carry out all maintenance including all major checks/modifications, in accordance with the maintenance program as per MPD (Maintenance Planning Document) as approved by DGCA, India from time to time. However, redelivery checks, and related requirements will be performed at FAA/ EASA/DGCA approved facility.
- 10.8 At the time of floating/hosting this tender, AAAL is maintaining its Pratt & Whitney PW127M Engines as per on-conditions maintenance program in accordance with EMM & AMP (Based on MPD) approved by the aviation authority.
- 10.9 **Quiet enjoyment**
- a) Lessor shall agree to include the right of the Lessee for the peaceful possession and Quiet enjoyment of the Aircraft by Lessee in the Lease Agreement. Further, the Lessor will ensure that each person obtaining an interest in the Aircraft, grants to the Lessee, a quiet enjoyment covenant on similar terms.
- b) Lessor shall agree that its obligations to perform the terms and conditions of the Lease Agreement shall remain in full force and effect notwithstanding the creation of any financing security document or head lease. Also, the Lessor shall not enter into any financing security document or head lease that violates the terms of this Clause.
- 10.10 The lease rental will be payable on receipt of the corresponding invoice and relevant supporting documents for the Aircraft on monthly basis from the date of acceptance of the Aircraft at Delivery Location. For the avoidance of doubt, any payment in respect of an accrual period of less than one month shall be made on prorata basis. Further, the payment obligation of Lessee shall be deferred for the relevant period, where the required invoices and supporting documents are not provided to the Lessee.
- 10.11 For the billing of Maintenance Reserves, Lessor agrees, that AAAL will provide the details in respect of hours and cycles flown in the previous calendar month on or before the mutually agreeable day of each following month.
- 10.12 Lessor will invoice AAAL based on actual utilization during the previous month and Maintenance Reserves will be payable on or before the mutually agreeable days following the date of the invoice.
- 10.13 Alternatively, a Standby Letter of Credit shall be accepted by Lessor in lieu of cash Maintenance Reserves. The SBLC shall be in an amount equal to the full amount of the Maintenance Reserves for the applicable period which will be subjected to annual reconciliation/adjustment.

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- 10.14 Maintenance Reserve amounts will be reflected by Lessor in a separate notional account(s) and shall be used solely for the purpose of AAAL's maintenance events as shall be defined in the Maintenance Reserve definitions in the Lease Agreement.
- 10.15 Lesser shall agree to provide AAAL with regular statements of the account for the MRs.
- 10.16 Lesser will promptly refund all invoiced claims for the claimable Maintenance tasks performed by Lessee as per the approved AMP from the Maintenance Reserve amount available in the respective notional account.
- 10.17 Taxes/Levies/Duties and/or charges etc. applicable at countries other than India would be borne/payable by the respective Lessor/Bidder.
- 10.18 ALLIANCE AIR shall be responsible only for the Taxes applicable in India and levied by Indian Authorities pertaining to the lease rental and usage fees (if applicable).
- 10.19 Indian PAN, The Lessor shall have an Indian Permanent Account Number (PAN) issued by Indian Income Tax Authorities. If the Lessor does not already possess the subject PAN, it shall undertake to apply and procure a PAN before execution of the Lease Agreement.
- 10.20 Each party will bear their own legal and documentation cost & expenses.

11. Delay Delivery Compensation

Lessor will provide promptly to AAAL either 50% of total compensation received / receivable from the manufacturer or USD (\$) 2,000 per day (whichever is higher) for any delay longer than 30 days following the last day of the scheduled delivery month.

12. Price

- a) Price refers to the offered fixed monthly aircraft lease rentals and the performance-based (flight hour and flight cycles) and calendar month-based maintenance reserves, if applicable, towards qualifying events more appropriately explained in the Financial Bid formats at Annexure F2.

13. Payment Terms

- 13.1 Aircraft Lease Rent: - Fixed Amount on monthly Basis.
- 13.2 Maintenance Reserves Contribution: - Monthly in Arrears, Based on Actual Utilization
- 13.3 Invoicing Address and the necessary contact references for payment will be notified in the lease agreement.
- 13.4 All payments shall be subject to receipt of invoices, a mutually agreed period prior to the due date.
- 13.5 All payments shall be subject to receipt of all valid documents as per Para 07 of SCHEDULE IV

14. Notifications

Any liquidation/merger / take over/ amalgamation of prospective Lessor should be intimated to AAAL promptly. In such an eventuality, AAAL reserves the right to continue/discontinue the Lease Agreement. If AAAL chooses to continue, the lessor should agree to reimburse any resultant cost burden on AAAL, due to such liquidation/merger / take over/ amalgamation of prospective Lessor.

15. Lease Agreement

After evaluation of the offers, AAAL will enter into a lease agreement with the successful Bidder/Lessor for a period of Twelve (12) years, as per terms & conditions of this Tender and the negotiated terms (the "Lease Agreement" and "Agreement")

16. Letter of Intent (LOI)/Term Sheet/Initial contract

All the terms and conditions of this Tender shall be deemed to be repeated in the LOI / Term sheet/Initial Contract and also in the Lease Agreement either by way of reference or by specific inclusion therein, as may be deemed appropriate by AAAL.

AAAL reserves the right to terminate this Tender at any time before the execution of the Lease Agreement for any reasons whatsoever without being liable in any manner.

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Any binding commitment with respect to the matters referenced in the LOI / term sheet will result only from the execution of the final Lease Agreement

It shall be agreeable to the Lessor that the LOI / term sheet shall not be intended to be a binding or enforceable or exhaustive agreement and the delivery of the Aircraft is subject to the negotiation in good faith and execution of the Lease Agreement.

Should the Lease Agreement not be signed, Lessor shall refund in full the Security Deposit/Initial Deposit immediately (cash deposits shall be refunded in cash via wire transfer or any other mode mutually agreed upon and the letters of credit shall be cancelled).

17. Termination in Case of Failure to delivery

17.1 If the Lessor fails to deliver the proposed Aircraft to the Lessee and terminates the Lease Agreement, Lessor shall provide such additional amounts as may be provided in the Aircraft Lease Agreement as compensation to the Lessee and all obligations of Lessee under the Lease shall end on the date of such notice, except that, Lessor will (i) repay to Lessee the Security Deposit/Initial deposit, and (ii) return to Lessee or cancel any Letter of Credit/SBLC.

17.2 In addition to the foregoing, AAAL shall also be entitled to blacklist the Lessor from participating in any AAAL tenders for the next three (3) years.

18. Termination

18.1 Prior to the delivery of the aircraft, **either party** may terminate the lease agreement by giving to the party one hundred eighty (180) days' written notice. If the lease agreement terminates with respect to the aircraft before the scheduled delivery months, the lease agreement entered into, shall terminate, and the parties shall have no further rights, obligations, claims and liabilities save for: accrues rights, claims and liabilities; and the lessor shall pay to the lessee any basic rent (to the extent received by the lessor) and all the LCs shall be cancelled and any security deposit / amount earlier paid, if any, must be refunded to lessee.

18.2 If, as a result of an **unforeseen event (Force Majeure) or any other reason** (other than Lessor's willful misconduct, not directly attributable to AAAL or an intentional breach in the performance of its obligations to deliver the Aircraft under and subject to the conditions in the Lease), delivery takes place after the Scheduled Delivery Month or does not happen, **Lessee** shall be entitled to terminate the Lease or to reject the Aircraft when it is offered for Delivery because of the delay.

18.3 If the Aircraft has not been tendered for Delivery, **in accordance with Appendix 3, within 180 days from the Scheduled Delivery Month** (the "Delay Period"), either party may terminate the Lease by delivering notice to the other party **within ten (10) days** from the Delay Period. Upon the delivery of any such notice, all obligations of each party under the Lease will end on the date of such notice, except that, Lessor will (i) repay to Lessee the Security Deposit/Initial deposit, (ii) return to Lessee or cancel any Letter of Credit/SBLC, and (iii) pay to Lessee such additional amounts (if any) as may be provided for in the Aircraft Lease Agreement as compensation.

18.4 If the **Manufacturer** shall have notified Lessor (in which case Lessor shall promptly inform Lessee of such notice) that the Delivery will be delayed beyond the Scheduled Delivery Month or that the Aircraft will not be delivered, either party may terminate the Lease by delivering notice to the other **within thirty (30) days** following receipt of such notice from the Manufacturer. Upon the delivery of any such notice, all obligations of each party under the Lease will end on the date of receipt of such notice, except that, Lessor will (i) repay to Lessee the Security Deposit/Initial deposit, (ii) return to Lessee or cancel any Letter of Credit/SBLC; and (iii) pay to Lessee such additional amounts (if any) as may be provided in the Aircraft Lease Agreement as compensation.

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- 18.5 AAAL can terminate the Contract of successful Bidder with immediate effect at its sole discretion, if the Successful Bidder has committed any corrupt and/or fraudulent practice, an offence under the Provision of Corruption Act, 1988 as amended time to time, or any other applicable guidelines issued by the Central Vigilance Commission time to time.
- 18.6 AAAL and/or the Successful Bidder may terminate the Contract in case of the prevalence of a Force Majeure Event in the manner provided in the Contract and Clause 37 (Force Majeure) hereunder.
- 18.7 Upon termination of this Contract for any reasons stipulated herein, the Successful Bidder shall return all the Property including Confidential Information of AAAL to AAAL that may be in the Successful Bidder's possession, within seven (07) days from the date of termination. The Successful Bidder agrees that withholding such property including Confidential Information beyond the stipulated time period may attract consequences including but not limited to injunctive reliefs and any other equitable remedies available under the provision of law.

19. Dispute Resolution, Jurisdiction and Governing Law:

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

20. Aircraft and Documentation

- a. The Aircraft and all the relevant documents should be made available by the Lessor for inspection by the representatives of AAAL before the Aircraft is/are accepted.
- b. The Aircraft will be taken on lease only after it is inspected, test flight performed and accepted by AAAL as specified in our delivery conditions. In case a fault is noted by AAAL during the test flight, the Lessor shall get the same rectified promptly and in case deemed necessary by AAAL, the Lessor shall provide/ undertake another test flight in the manner provided in Appendix 1.

21. Regulatory Agency Clearances

- a. The Agreement execution will be subject to requisite approvals of AAAL Board and related government/regulatory agencies such as Reserve Bank of India, DGCA, India etc. and export/import approvals.
- b. The Bidder is also required to confirm that it has obtained the required approvals of relevant authorities and/or agencies to offer the subject Aircraft under this Tender. The Bidder is also required to submit proof on the letterhead of the Bidder company that the person signing the Bids is authorized to do so and act on behalf of the Bidder.

22. Integrity Pact

The parties are required to sign and submit the enclosed Integrity pact (Annexure T4) (without any addition/deletion/changes in the attached format) along with the offer in the Technical Bid (the "Integrity Pact"). Also, refer brief on Integrity Pact and **Independent External Monitor (IEM)** attached along with the Integrity Pact Dr. Meeran Chadha Borwankar is the IEM, and his contact details are as under:

Dr. Meeran Chadha Borwankar

E-Mail: meeranborwankar@gmail.com

23. Indemnity

The Successful Bidder shall hold harmless and indemnify AAAL (ALLIANCE AIR) from and against any and all damages, losses, and expenses arising out of any claim directly attributable to deficient Services, willful misconduct or gross negligence of the Lessor including but not limited to claims from

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tax authorities or for infringement of patents, copyrights, design etc. for use or supply of products/services by them pursuant to the execution of the Agreement. Similarly, Successful Bidder shall at its own cost defend and indemnify ALLIANCE AIR against any third-party claims, rights, including but not limited to trademark, trade secret, industrial disputes on designs etc. for the use of products by them in fulfilment of/ discharging the obligations under the Agreement.

24. Insurance

- a) The Aircraft will be insured by Lessee as per the existing insurance policy of the company and prevailing market practice. Proposed hull value for insurance may be indicated.
- b) The Bidder must provide the value of Aircraft for insurance and an annual reduction in insurance value in the Annexure F2 of Financial Bid.

25. Warranty/Guarantee

All warranties and guarantees including, but not limited to FOC (Free of Cost) training(s) or support available & applicable at the time of delivery of the Aircraft should be assigned to AAAL and should be very clearly specified in the Technical Bid.

26. Support Credit

Lessor is required to quote in the Financial Bid the amount of support credits (Product Support Credit/Customer Support Credit/Manufacturer Credits etc.,) to be passed on to Lessee. The same will be factored in the Financial Bid evaluation of the Bid. Further, Lessor should agree to adjust these credits against any training(s)/purchase of technical publications/purchase of spares/lease rental or maintenance reserve payments.

27. Sub-Lease

The Lessee should be permitted to sub-lease the Aircraft for limited periods.

28. Fraudulent Practices

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

- 28.1 Shall reject a Bid for the award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 28.2 Shall declare a Bidder ineligible and blacklist such Bidder, for a stated period of time if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.
- 28.3 Shall rescind the contract forthwith, in case of successful Bidder adopting fraudulent/corrupt practices during the currency of the contract.

29. Blacklisting of Bidder

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

- 29.1 Terminate the contract/LOI/Term Sheet/Initial Contract.
- 29.2 Such of the bidder will also not be eligible to participate in tender floated by AAAL for next three (03) years.

30. Contract

After evaluation of the Bids and approval of its board of directors, Alliance Air Aviation Limited will enter into the Lease Agreement with the selected bidder for the agreed lease period as per terms and conditions of this Tender and the negotiated terms (the "Contract").

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All disputes and differences, if any, arising out of this Tender shall be subject to Indian Laws and shall exclusively be subject to the jurisdiction of the Courts of New Delhi, India. By submitting its Bid, the Bidders also unconditionally agree to the said jurisdiction.

31. Contract Validity

The validity of the contract comes to an end *IPSO FACTO* by efflux of time unless otherwise extended/terminated. The Contract Period shall be for Twelve (12) years from the date of acceptance of aircraft unless terminated earlier as per the terms and conditions of the tender.

32. Fall Clause

The prices quoted for the aircraft(s) supplied under the Contract should under no event be higher than the lowest prices at which the party sells/lease the items of identical description to any other Airlines/ Govt. organization/ PSU's/ Central Govt, / State Govt. Autonomous bodies/ Central/ State Universities/ Central/ State Institutions during the period of Contract failing which the "FALL CLAUSE" will be applicable. In case, if the price charged by the Bidder is more, the Successful Bidder will provide an Undertaking providing Alliance Air to exercise the right to recover the excess charged amount from the subsequent/ unpaid bills.

33. Flow of events from Letter of Intent (LOI)/Term sheet/Initial Contract to the Final Aircraft Lease agreement

- 33.1 The Contract shall be awarded to the L1 successful bidder, based on the evaluation of bids, and shall be intimated through email.
- 33.2 Thereafter LOI/Term sheet/Initial Contract shall be signed that shall contain all the points from the tender & the specification of the aircraft with a concise understanding of the financial & legal terms of the lease.
- 33.3 Alliance Air reserves the right to negotiate the terms further, in view of the prevailing market scenario before signing the LOI/Term Sheet/Initial Contract / final Lease Agreement.
- 33.4 Based on LOI/Term Sheet/Initial Contract final Lease Agreement will be signed.

34. Draft Lease Agreement

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

35. Grounds for Rejection of Bids

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

- i. If the Bid has been received after the due date/time of submission of the Bids.
- ii. If the Bid has not been signed by the authorized signatory of the Tenderer.
- iii. If Tenderer's response is not received as mentioned in the Tender document.
- iv. If the information given in response to the Tender is incomplete, incorrect, ambiguous, without requisite supporting documents, unverified, unattested and/or submission of illegible copies or unexplained materials and/or Bids not received as per the desired formats & bidding instructions.
- v. If the price indication has been provided in the Technical Bid.
- vi. If the Bid is not presented neatly and corrections if any are not duly authenticated with full authorized signatures of the person who has signed the Bid document,
- vii. If the Bid has been received without the undertaking of acceptance of all terms & conditions.
- viii. If the Bid (Technical/Financial) is incomplete.
- ix. If the Bid received is conditional.

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

36. Disqualification of Bid

- i. Any Bidder and/ or any of its director/s, who has been blacklisted or debarred from participating in any tender either by any Government agency or Corporation or any Public Sector Undertaking (in India or elsewhere) shall not be allowed to participate in the Tender.
- ii. Further Bidders are subject to be disqualified if Bidder/Tenderer or any of its constituent partners/directors (as applicable) have:
 - a) made a misleading or false representation in the forms, statements, and attachments submitted which was/were discovered at any point either after the submission of the Bid or on/ before the opening of the Bids or during the Bid evaluation process; or
 - b) records of poor performance since the time of its incorporation, as on the date of submission of Bids such as abandoning the work, rescinding of any contract for which the reasons are attributable to the non-performance of the Bidder/Tenderer, inordinate delays in completion, any history of litigation/arbitration awarded against the Bidder/Tenderer or any of its constituents or financial failure due to bankruptcy etc.
 - c) been debarred by Alliance Air or its affiliates as on the date of submission of the Bid.
 - d) Been into any kind of running legal dispute or arbitration in the past /present with Alliance Air or its associated companies within the last 5 (five) years.
 - e) A Bidder who submits more than one Bid will cause all the Bids with such Bidder's participation to disqualify.
 - f) In addition to the above, Alliance Air shall be entitled to:
 - (i). Reject the Bid or proposal for award of the Contract; or
 - (ii). rescind the Contract forthwith of such Bidder and shall blacklist the Bidder from participating in any tender issued by Alliance Air, without being liable in any manner whatsoever to the Bidder if Alliance Air determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable, or restrictive practice in the Tender process.
 - g) In addition to the above-mentioned remedies which Alliance Air shall declare the said Bidder ineligible and blacklist such Bidder for a period of three (03) years.

37. Force Majeure

- (i). Neither the Successful Bidder nor Alliance Air (herein referred Party/Parties) shall be in breach of any obligation under the Contract in case of failure or delay in performance of the obligations in whole or part by reason in the event of Force Majeure as defined below.
- (ii). "Force Majeure" is hereby defined as extraordinary events or circumstance which is beyond the reasonable control of Successful Bidder (including its subcontractors for the Services/ part thereof delegated to it with the prior written approval of Alliance Air) or Alliance Air as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen including the following events: war, hostilities; riot, strike or disorder; act of God, fire, frost, earthquake, flood, droughts, storm, lightning; epidemic, pandemic, quarantine restrictions; embargoes, explosion, accidents by fire (each, a "Force Majeure" event).
- (iii). In such case, the affected Party shall give immediate notice in writing (in any case not later than 5 days from the date of occurrence of such an event) and shall thereafter keep the other Party informed of the developments in such Force Majeure situation. Upon notification from the affected party of the existence of a Force Majeure Event, the Parties shall use reasonable efforts to re-plan and reschedule delivery/ performance of Services/ respective obligations under the Contract.
- (iv). Notwithstanding the occurrence of a Force Majeure Event, the Affected Party shall use its best reasonable efforts and due diligence to mitigate the economic and other effects of the event of Force Majeure and shall reasonably allocate its available resources, giving priority to its obligations under the Contract.

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- (v). In the event of Force Majeure lasting for more than 30 (thirty) days, either Party may after mutual consultation with each other, terminate the Contract. It is understood by the Parties that such early termination in terms of this Clause shall not exclude the Parties from fulfilling the obligations accrued prior to such termination.

38. Contract Survivability:

In the event either party is acquired by or merges with another company/entity by operation of law, the terms and conditions of the contract resulting from the award of this tender shall remain in full force and effect with the acquiring company/entity, on same terms and conditions.

39. 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.

40. Severability

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

41. Amendment

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

Chief of MMD

Alliance Air Aviation Limited

Technical Requirement for Lease-in of Two (2) New ATR 42-600 Turboprop Aircraft

1. General	
a. Aircraft Type/Model :	ATR42-600
b. Engine Type :	Pratt & Whitney PW 127M
c. Propeller :	Hamilton Sundstrand corp. (6 blade) 568 F
d. Date of manufacture of aircraft :	To be provided by Lessor along with supporting documents (Should be brand new)
e. Lease period offered :	Twelve (12) years
f. No. of Seats :	Forty-eight (48) Pax
g. Seat Pitch :	Thirty Inch (30")
h. Galleys :	Smart Galley A02/1 + Coat Room
i. Galley Equipment:	1. Hot Jug 2. Standard Unit (S/U) Half Trolley 3. USB Plug Equipment.
j. Cabin Interiors:	"Armonia"
k. Cabin Seats :	Seven Neo- Prestige (Blue colour, Natural Leather)
l. External Painting :	Base Coat/clear Coat Painting for exterior.
m.	The Carpet, Seat Covers, Cushions and any other furnishing material installed in the Cockpit and cabin should conform to JAA/FAA fire resistant regulations (Refer FAR25-853/, DGCA India CAR Section 2 Series X Part IV).
n.	All Airworthiness Directives, any other mandatory requirements/ SBs and up-gradation, as are issued by the Manufacturer, the Indian DGCA, the FAA/EASA, or any other Statutory Body applicable to the aircraft which require compliance (either by means of repetitive inspections, modifications or terminating action) on or before the Delivery Date or within one hundred eighty (180) days following the delivery date should have been complied with by means of terminating action, if such terminating action is available.
o.	NewAvionics Suite Standard 3, Cat. 2 Autopilot, GPS Thales TOPSTAR ETSO C146/C145 coupled to dual FMS.
p.	ADS-B Out DO-260, Dual VHF 8.33 kHz/25kHz, DFDR 88 Parameters recording, AFCS coupled to Baro VNAV.

2. Equipment
Mandatory Equipment

Aircraft must comply with all mandatory requirements with regard to “Airplane Instruments, Equipment and Flight Documents” listed in DGCA India CAR Section 8 Series O Part II. Following is further re-iterated for compliance.

S. No	Equipment	Qty
1.	*T ³ CAS replacing T ² CAS as a standard	1
2.	Dual Mode ‘S’ ATC Transponder System in compliance to DGCA CAR Section 2 Series R Part IV	2
3.	First Aid Kit (Refer DGCA India CAR Section 2 Series X Part III)	2
4.	Fuel indications in Kgs (Metric System)	1
5.	CDSS (Cockpit Door Surveillance System) as per Indian DGCA Requirements (CAR Section 8 Series O Part II para 13.2	1
6.	Cockpit Secured Door as per FAR 25.795	1
7.	Decals in Hindi and English	As required
8.	All Emergency Equipment including Floor Path Lighting as required for the Prescribed Safety & Emergency Procedures of the aircraft (Refer Appendix 3)	1
9.	Emergency Locator Transmitter (Impact Activated Fixed ELT) in compliance with DGCA Regulation CAR Section 8 Series O Part II	1
10.	Emergency Locator Transmitter (Standalone ELT)-in compliance with DGCA Regulation CAR Section 8 Series O Part II	1
11.	GPS / GNSS with SBAS capability to receive GAGAN signals	2
12.	Passenger Address System with music replay options	1
13.	Seat Belts & Life Jackets for all passenger seats	1 set
14.	Seat Harness & Life Jackets for all crew seats	1 set
15.	SSCVR in compliance to CAR Section 2 Series I Part VI. Bulk Erase Facility to be deactivated.	1
16.	SSFDR in compliance to CAR Section 2 Series I Part V	1
17.	Weather Radar	1
18.	Window Blinds	1 set
19.	Infant Life vests	5

Aircraft shall be new ex-Factory and in accordance with the latest Technical Specification for ATR42-600, modified to incorporate the Options and Specification Change Notices as described in the latest ATR Main Options Catalogue. Standard SCNs / BFEs that are fitted at the time of delivery by the manufacturer M/s ATR shall be a standard fit on the aircraft being offered for lease to AAAL. Lessor to specify all the SCNs / BFEs.

In addition to standard SCNs complied by the manufacturer on delivery of new ATR 42-600 aircraft, the following SCNs shall also be complied on aircraft offered to AAAL on lease: -

04-0020	Operations on narrow runways.
04-0034	Take-off at RTO (100% Power)
11-0060	Exterior decoration

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11-0115	Cabin Multilanguage sticker placards
11-0140	Cargo Multilanguage placards
23-0180	Collins Acars Installation with Datalink Provision
23-0179	Activate ACARS Datalink Recording On SSCVR
23-0046	Third Audio Control Panel (ACP)
23-0155	Provision for single or dual Collins HF 9000
23-0176	Provision for SELCAL system.
25-0070	Cabin harmony
25-0077	Passenger life vests
25-0264	Passenger seat identification type 2.
25-2384	“A” TYPE SMART GALLEY EQUIPMENT & INSTALLATION (A02/1) with H/J, S/U, Half Trolley & USB Plug
25-2047	Cockpit security door
25-2051	Cabin video surveillance (with three cameras)
25-2061	Aft LH bulkhead partially foldable
25-2121	Portable Survival ELT Installation
25-2275	Modified Safety Equipment Layout
25-2451	Seven “Neo Prestige” passenger seats “Trendy” installation and customization.
25-2280	Immedio Leather On passenger seats
25-2303	Infant life vests (Qty 5)
25-2413	Stretcher installation capabilities
26-0001	Lavatory fire extinguisher filled with green agent
26-0005	Replacement of HALON portable fire extinguishers.
26-0006	Replacement of water fire extinguisher by HAFEX one
25-2283	Backrest Break Over (Last Three Rows – LH)
31-0074	Provision for PEDs installation in the flight deck (240*170 mm)
31-0068	De-Active Erase function of CVR
31-0073	Flight Deck printer installation
34-0136	Second Collins ADF installation
34-0137	Second Collins DME installation
34-0201	Second GPS receiver installation
34-0209	SBAS and LPV Approach
34-0215	ADS-B Out DO-260B
35-0036	Additional oxygen bottle in cabin
	Standard White Anti-Collision (beacon) Lights
33-0079	Anti-collision light protection (belly fairing area)
33-0089	Replace retro-illuminated pictogram covers by text covers.
33-0090	Dual language exit sign on low position (Hindi/English)
25-2188	Central Curtain

3. Manuals/Documents/Certificates/Data

Confirmation from the bidder that the documents that are provided by M/s ATR to the bidder/lessor shall be passed on (including all Technical/maintenance manuals) to the lessee as it is. Confirmation that Bidder agrees to provide the updated documents along with the updated list as provided to them by the manufacturer at the time of delivery. The list is as follows:

3.1 Technical Documents

a. Aircraft Certificates

- i. Aircraft statement of conformity
- ii. Export Certificate of Airworthiness
- iii. Export Certificate of Noise Limitation
- iv. Non-Registration and Non-Mortgage certificate (issued by the French DGAC)
- v. Type certificate aircraft
- vi. Type certificate data sheet aircraft
- vii. Type certificate Engine (Transport Canada)
- viii. Type certificate data sheet Engine (EASA)
- ix. Type certificate propeller (FAA)
- x. Type certificate data sheet propeller
- xi. Type certificate data sheet for noise (EASA)
- xii. Different designation concerning ATR 42-600 aircraft models (EASA)
- xiii. No Incident/Accident certificate
- xiv. Approval of Latest TCDS by DGCA, India
- xv. Fluid used certificate
- xvi. AD/SB/Mod certificate

b. Modification List

List of Aircraft Modifications (Aircraft Definition beyond type)

c. Aircraft Inspection Report

d. Airworthiness directives compliance check list

e. Set of concessions

f. Logbooks (one of each)

- i. Aircraft Logbook
- ii. Engine Logbook (LH -RH) including
 1. Turbo machine (LH -RH)
 2. Gearbox reduction (LH -RH)
 3. List of engines components (RH -LH)
 4. List of Service Bulletins embodied on Engines (LH -RH)
- iii. Propellers Logbooks (LH -RH)
- iv. Landing Gear Logbook
 1. Main (LH -RH)
 2. Nose
 3. Side brace (LH – RH)
- v. Batteries Logbooks
- vi. Weight and Balance Report
- vii. ELT Logbook
 1. Fixed
 2. Stand Alone

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- g. **Acceptance Customer Run up and Acceptance Customer Flight Report**
- h. **Compass Swing**
- i. **Document of Compliance to the Guaranteed performance**
- j. **Loose Equipment List and onboard kit Equipment List.**
 - i. Loose Equipment List
 - ii. Safety Equipment Layout
 - iii. LOPA

k. Manuals Cockpit	Qty
i. Aircraft Flight Manual	1
ii. Flight Crew Operating Manual	1
iii. Quick Reference Handbook (Check List)	1
iv. Weight and Balance Manual	1
v. Master Minimum Equipment List	1
vi. Cabin Crew Operating Manual	1
vii. Electronic Cockpit	1

1. Other Miscellaneous: -

- i. CONFIGAVS (CD)
- ii. CPM LOAD (CD)
- iii. FAP (CD)
- iv. FWM LOAD (CD)
- v. IAD LOAD (CD)
- vi. MPC DMU SOFT (CD)
- vii. MPC FDAU SOFT (CD)
- viii. SWM LOAD (CD)
- ix. Trims
- x. Time Limits – Life Limited Components MLG Support Structure
- xi. Radio License Supporting Data
- xii. Stand by Compass Deviation Report
- xiii. Electrical Load Analysis
- xiv. Data Transmittal Note and Flammability Test Report
- xv. Read-out SSFDR report; Read-out SSCVR report.
- xvi. ELT logs
- xvii. Test Report of Hydraulic fluid/Engine Oil/Fuel
- xviii. Aircraft Summary Sheet
- xix. AFM (Airplane Flight Manual)
- xx. Certificate stating data plates made of fireproof material
- xxi. Run-up/Taxi/ Flight Hours
- xxii. Flight Test Acceptance Certificate

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xxiii. CMM of all SCNs

m. Following manuals are also to be provided

S. No	Particulars	Qty.
1.	Airplane Maintenance Manual (AMM)	1 set per a/c
2.	Airport Planning Manual including Ground	2
3.	CMMs	1 set per a/c
4.	CPCP Document	1 set per a/c
5.	Pilot Reference Manual	1 per A/C & for records
6.	Flight Planning & Cruise Control Manual	2
7.	Flight Crew Training Manual	2
8.	Flight Safety Manual	1 set per a/c
9.	MPD	1 set per a/c
10.	Power Plant Built up Manual	1 set per a/c
11.	Power Plant Shop Manual	1 set per a/c
12.	Power Plant IPC	1 set per a/c
13.	Safety & Emergency Procedure (SEP) Manual	1 per a/c & 1 for records
14.	Structural Repair Manual	1 set per a/c
15.	Aircraft Wiring Manual/Aircraft Schematic	1 set per a/c
16.	Illustrated Tools and Equipment Manual	1 set per a/c
17.	Warranty Manual	1 set per a/c
18.	QEC ATR42-600 aircraft	1 set per a/c
19.	DO & TSM	1 set per a/c

Note: - If there is no option to deliver aircraft document(s) in hard copy, then, online documents must be available for three (03) years on FOC basis.

3.2 The suitability of the available navigation equipment for appropriate RNP standard under PBN and its state approval may be stated.

Aircraft be equipped with portable fire extinguishers of a type which, when discharged, will not cause dangerous contamination of air within the Aircraft (Refer CAR section 2, series O, part II).

Technical details of the aircraft offered for lease should be provided as per the format enclosed at Annexure T2.

Compliance/Acceptance of all the above conditions should be expressly indicated by the Lessor in its offer. Conditions which are not acceptable should be clearly specified in the Variance Statement of Technical requirements & conditions in Annexure T3 and General/Financial Terms & Conditions in format at Annexure F1.

In addition to the above, if there is any additional requirement by Regulatory Authority, the same shall also be complied with.

4. Delivery Conditions

At the time of delivery of the Aircraft by the Lessor as provided for in the Lease, the Aircraft shall be in the configuration as required in paragraphs 1 and 2, in Appendix 1, with all onboard equipment installed. In addition, the following requirements (as mentioned in general conditions) should also be complied with by the Lessor.

5. General Condition

The Aircraft shall meet the following requirements:

- a) the Aircraft shall be clean by airline standards.
- b) the Aircraft shall be in a condition permitting commercial revenue service under the applicable operating regulations of the Aviation Authority.
- c) the Aircraft shall be installed with full complement of engines, propellers and other equipment, parts and accessories and loose equipment required for scheduled operation.
- d) the Aircraft shall have in existence a valid Export Certificate of Airworthiness issued by applicable aviation authority,
- e) the Lessor shall have complied with the Manufacturer's requirements as issued from time to time in terms of mandatory service bulletins issued.
- f) the Lessor shall have complied with all outstanding Mandatory Modifications, Airworthiness Directives (ADs) and mandated instructions affecting the Aircraft as issued by the applicable aviation authority (FAA/EASA/DGAC, France) prior to the date of delivery of the Aircraft, which have a compliance deadline within 180 days from date of delivery.
- g) The Aircraft shall be delivered with the fuselage and fin painted in Alliance Air livery, with airline markings, identities, and logos visible.
- h) Loose Equipment, Safety Equipment and Tool Kit: Nature, quality and quantity shall be as required for the commercial operations and as approved by applicable regulatory authority. Any item with cure date shall be in airworthy condition.
- i) Cockpit and Cabin
 - i) All decals shall be clean, secure, and legible.
 - ii) All fairing panels shall be free of cracks, shall be clean, secured and painted as necessary.
 - iii) Floor coverings shall be clean and effectively sealed.
 - iv) Seat covers shall be in new condition, clean and shall conform to the applicable regulatory authority fire resistance regulations.
 - v) Seats shall be fully serviceable and all applicable modifications due within 180 days from date of delivery shall be complied with.
- j) Cargo Compartments
 - i) All panels shall be in new condition.
 - ii) All restrainter nets shall be in new condition

6. Documentation

- a. At the time of delivery of the Aircraft, the Lessor shall deliver to the Lessee one (1) copy of each of the Manuals and Technical Records (including current revisions thereto).
- b. The information described in the Aircraft Documentation shall be provided to the Lessee at the time of delivery of the Aircraft in the form and manner under which the Lessor maintains such information and shall be particular to that Aircraft. The Lessor shall provide the Aircraft Documentation in English. All Aircraft Documentation provided at the time of delivery of the Aircraft shall be listed and described by the Lessor's title or description. The Lessor shall ensure that all Aircraft documentation shall be in new condition, complete and up to date in accordance with industry standards.

7. Inspection

After the execution of the Lease, but prior to Delivery of the aircraft a minimum of 8 Business days must be allowed for inspection of records and aircraft to ensure compliance of the delivery condition of the Aircraft so as to permit the conduct by the Lessee or its representatives of the following:

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- a. Inspection of the Manuals and Technical Records.
- b. Inspection of the Aircraft Structure and Parts.
- c. Inspection of the Engines including without limitation (i) a borescope inspection as per AMM (ii) Engine condition runs.
- d. A two-hour (or as otherwise agreed between the Lessor and the Lessee) flight carried out by and at the expense of the Lessor with one Lessor's pilot as Pilot-in-Command and other Lessee's representative as Observer.

Lessor, AAAL and Manufacturer may execute a Participation Agreement covering the inspection of the aircraft prior to delivery during the above acceptance process. In case a fault is noted by AAAL during the test flight or during the inspection of the aircraft, the Lessor shall get the same rectified promptly and in case deemed necessary by AAAL, the Lessor shall provide/ undertake another test flight in the manner provided above.

8. Delivery:

The Aircraft shall be delivered by Bidder / Lessor to AAAL as follows:

Aircraft No.	Aircraft Type	Proposed Delivery Schedule
Aircraft No. 1 MSN _____	ATR42-600	Latest by May 2022
Aircraft No. 2 MSN _____	ATR42-600	Latest by May 2022

8.1 Delivery Condition:

The Aircraft shall be delivered new, painted in the AAAL's livery, in compliance with the Final AAAL Specification and with a recently issued export certificate of airworthiness.

8.2 Delivery Location:

The Aircraft shall be delivered to AAAL ex-works at Toulouse airport, Blagnac, France.

9. Re-Delivery Conditions

9.1. GENERAL CONDITIONS

The Aircraft shall be redelivered in India, at an EASA/FAA/DGCA approved Part 145MRO. The Aircraft shall have been maintained and repaired in accordance with the Maintenance Program, approved and authorized by Indian DGCA as if such Aircraft were to be kept in further commercial service by the Lessee and shall meet the following requirements:

- a. Immediately prior to redelivery, Lessee, at its costs, shall ensure the accomplishment of the next due "C" Check per the Lessee's approved maintenance program for which Lessee shall be entitled to reimbursement of Maintenance Reserves wherever applicable. Mandatory SBs / ADs received, during the redelivery checks/shop visits having compliance date falling not later than 180 days of redelivery date in the lease agreement, shall be complied by AAAL. Also, due to unforeseen reasons (availability of required kits etc.,) if this compliance results in an extension of the lease period, no lease rental shall be payable by AAAL during the extended Lease period.
- b. the Aircraft shall be in a condition permitting commercial revenue service under the applicable operating regulations of the DGCA, India.

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- c. The Aircraft shall have a valid and existing certificate of airworthiness issued by the DGCA of India, and an export certificate of airworthiness issued by DGCA, India to the Aviation Authority of the importing country specified by the Lessor. The cost of any unique requirements (such as installation of additional Equipment/mod) imposed by the Aviation Authority of the importing country will be borne by the Lessor; Also, if this requirement results in extension of the lease period, no lease rental shall be payable by AAAL during the extended Lease period.
- d. The Aircraft shall be returned painted in neutral white and with no airline markings, identities nor logos visible unless any Lessor-specified livery is requested with all relevant drawings at least 6 months prior to aircraft redelivery. In the event the Lessor specified livery is more expensive than Lessee's livery at delivery, the Lessor shall pay the difference.
- e. The lessor shall accept the latest ARC/EASA Form1/FAA 8130-3/DGCA, India (Aviation Authority) CA Form 1, as applicable for all OC/CM as provided in the manufacturer's delivery aircraft inspection reports. No back to birth traceability documents will be provided for these categories of components.
- f. HT items & LLPs back to birth traceability will only be provided for major component(s).
- g. Six months prior to the expiry date of the Lease, the Aircraft shall be made available to the Lessor to perform a preliminary inspection of the aircraft, engines, and records to determine the redelivery work package. The condition of the Aircraft (including engines, propeller, landing gear etc. and records) shall be documented as a reference for any deviations, just after completion of the inspection and the same shall be shared with AAAL.
- h. At the time of redelivery of Aircraft, AAAL may compensate with a negotiated financial amount against the non-compliance of any or all the redelivery conditions based on the then applicable rates as at the end of the lease.

Upon offered of such compensation for buy-outs/end of lease compensation, the Bidder shall be agreeable to waive the Lessee of lease rentals from the date of such offer. Pending settlement of compensations for deficiencies between the parties, Aircraft to be taken back by lessor immediately upon being offered by AAAL.

- i. Bidder should note that, AAAL is maintaining PW127M engines as per the 'on-condition' maintenance schedule as per the EMM & AMP (based on MPD) approved by the Aviation Authority (DGCA, India). Bidders should specify redelivery conditions for engine considering 'on-condition' maintenance schedule.
- j. Lessor/Bidder should specify their return conditions and the same may be included in the lease as mutually agreed at the time of negotiations. The return conditions submitted by the lessor shall be compared with the return conditions required by the other bidders and AAAL own experience in existing lease agreement signed earlier with AAAL's existing lessors. If required, for the purpose of evaluation of the financial bid, loading may be done to evaluate the net financial impact on Alliance Air.
- k. Bidder should specify the life desired for the following in percentage (%) at the time of redelivery: -

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- i. Engine life limited part _____%
- ii. Airframe life limited part_____%
- iii. Calendar life limited part_____%
- iv. Landing Gear life limited part_____%
- v. Propeller life limited part_____%

I. Each “on-condition” and “condition monitored” component will be serviceable.

9.2 Inspection

- a. This will match with delivery conditions.

IMPORTANT NOTE:

- a. For evaluating the bids having variation in the Redelivery Conditions in respect of hours/cycles for each of the above-mentioned items, the difference in quantifiable conditions will be evaluated based on the variations in the specified redelivery conditions in terms of Hours/Cycles/percentage of desired life by the bidders. Further, the impact of such loading/unloading based on the quoted MR rates for the technically qualified bids will be carried out during Financial Bid for determining the overall financial evaluation.
- b. Compliance/acceptance of all the above items shall be expressly indicated in the offer. The conditions which are not acceptable shall be clearly spelt out in Annexure T6, failing which it shall be presumed that the requirements listed above are accepted.

EVALUATION CRITERIA

1. TECHNICAL BID

S/n	Condition	
1	Receipt of Sealed Bid as per Tender requirements	Yes / No
2	Whether the Bidder is Manufacturer/ Operator/ Airline/ Company of international standing	Yes / No
3	Whether the Bidder has leased at least 10 commercial aircraft. Or Bidder is registered with IFSC in GIFT (Gujrat International Finance Tec) City, Gujrat, India.	Yes / No (Tick whatever applicable)
4	Receipt of signed Integrity Pact	Yes / No
5	Offered aircraft are of same model/type	Yes / No
6	Whether all offered aircraft have identical configuration	Yes / No
7	Documentary proof submitted of having ownership or contractual right on the aircraft offered for lease or proof of possession of proposal by OEM (M/s ATR)	Yes / No

Bidders who have complied with all the above conditions will only be considered for financial evaluation.

2. FINANCIAL BID

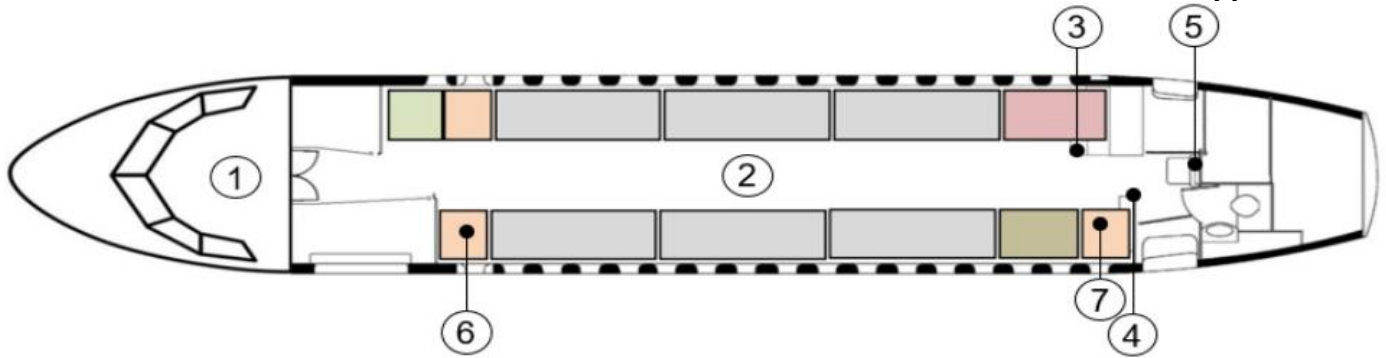
The financial bid evaluation of the technically qualified bidders shall be carried out on the following parameters: -

- a. Lease Rental per month.
- b. Quoted Maintenance Reserves rates averaged on a monthly basis considered on the basis of aircraft utilization as under:

Estimated Annual Utilization (Hours)	2400 Flight Hour/ 2400 Flight Cycles
--------------------------------------	--------------------------------------

- c. Insurance Cost based on the Quoted Insurance Value of the aircraft and annual reduction.
- d. Cost assessed by AAAL for compliance of such requirements, terms and conditions which are either not accepted by the Bidder or are at variance with the terms and conditions detailed in the Tender.
- e. Cost of financing or providing the security deposit by AAAL shall be considered at **13%** per annum.
- f. Estimated Redelivery Variance Costs amortized over the Lease Period.
- g. Un-conditional Discounts Maintenance / Component / Training(s) Support offered, if any. Conditional offers or discounts would not be considered for evaluation.
- h. Any parameter having additional cost implications to AAAL.

The Lowest of the aggregated annualized costs of all the above elements will be followed for shortlisting the bidders.



Item	Location	Safety equipment	Qty
1	Cockpit	Fire extinguisher HAFEX (Halon free)	1
		Fire fighting gloves	1 pair
		Flashlight	2
		Escape rope	1
		Crash axe	1
		Crew life vest	3
		Quick donning oxygen mask (Pilot, Copilot)	2
		Quick donning oxygen mask (Observer)	1
		Smoke goggle	3
2	Under each passenger seat	Passenger life vest	48
3	AFT RH doghouse	Survival emergency locator transmitter	1
		First aid kit (empty)	1
4	AFT LH doghouse	Protective Breathing Equipment	1
		First aid kit (empty)	1
		Fire extinguisher HAFEX (Halon free)	1
5	AFT attendant seat (in seat bottom stowage)	Oxygen bottle (4.25 cuft)	1
		Oxygen mask (stowed in a sterile pouch close to the oxygen bottle)	1
		Crew life vest	1
		Oxygen manual release tool	2
		Flashlight	1
		Quick-release pin	1
6	FWD LH Safety bin	Fire extinguisher HAFEX (Halon free)	1
		Fire fighting gloves	1 pair
		Protective Breathing Equipment	1
		Flashlight	1
7	AFT LH overhead bin (with safety plate)	Infant life vests	5
		Oxygen bottle (4.25 cuft)	1
		Oxygen mask (stowed in a sterile pouch close to the oxygen bottle)	1
		Fire fighting gloves	1 pair

Tool Kit (Loose Equipment)

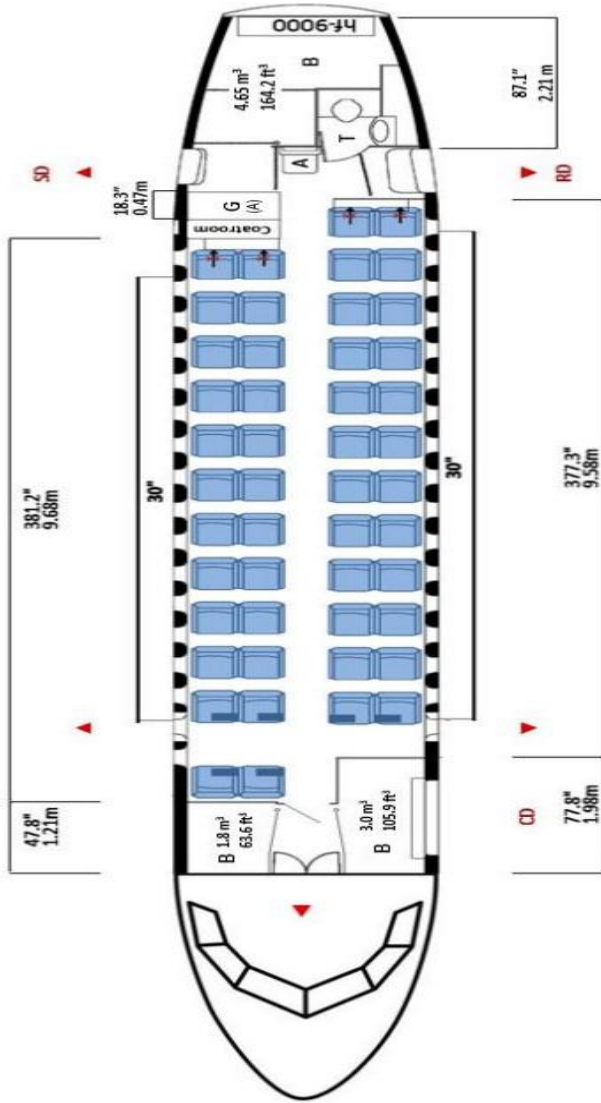
Cockpit compartment	3 landing gear pins
AFT Cargo compartment (in a specific bag)	2 engine pod covers 2 engine air intake covers 2 main landing gear pod LH/RH air inlet plugs 2 wing NACA port plugs 3 pitot covers 6 static ports guards 2 temperature probe guards 2 propeller straps 1 pilot control wheel strap

Miscellaneous (Loose Equipment)

FWD Cargo compartment	3 cargo nets 2 masts
AFT Cargo compartment	3 cargo nets 2 masts
Handover at delivery	2 cargo door keys 2 passenger door keys 1 cargo/cabin door key 1 toilet door key / tap dismounting tool 1 propeller brake cover

Loose and Emergency Equipment List

LOPA: 48 pax at 30" pitch interior configuration



Legend:

- A Cabin attendant seat
- B Baggage compartment
- CD Cargo door
- ▲ Emergency exit
- RD Rear door
- SD Service door
- T Toilet
- G() Galley (Type)

Baggage Volumes:		m ³	ft ³
Baggage compartments		9.60	339.0
Baggage / pax		0.200	7.06
Total baggage (incl. overhead bins)		12.25	432.6
Total baggage / pax		0.255	9.01

LOPA

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Annexure T1

To be submitted on the Letter Head of Bidder's Company
Format for Submitting Bidder's Profile and Mandatory Conditions

Table-1: Profile of the Bidder/Lessor

S. No	Particulars/Item	Details	Remarks
1	Name of the Bidder's Company		
	Status of the Bidder Whether Manufacturer/ Airline/ Operator Lessor/ Any Other (Specify)		
	1(a) Address of the Bidder's Company		
	1(b) Contact person (s) Name with Contact details	Phone: Fax: Email:	
2	Name & Address of the Lessor's Bank		
	2(a) Contact details of persons at the Lessor's bank who will be able to provide reference on request.	Phone: Fax: Email:	
3	Type Wise Fleet Size	<u>S. No</u> <u>A/C Type</u> <u>Fleet</u> 1. 2. 3. 4. 5.	

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List of Clients					
	<u>S. No Client Name</u>	<u>S. No A/C Type/Model No. of A/C</u>			
4	1. 2. 3. 4. 5.	1. 1. 3. 4. 5.			
5	Is the Lessor listed on any Stock Exchange? If Yes, Name of the Stock Exchange	Yes / No			
	5(a) Is the Lessor's parent Company Listed on any Stock Exchange? If Yes, Name of the Stock Exchange	Yes / No			
	5(b) If Neither listed on Stock Exchange, List of all Share Holders having 5% or more of the issued share capital of the Lessor or its parent company	<u>S. No</u> 1. 2. 3. 4.	<u>Name</u>	<u>% Holding</u>	
6	Attach Audited Annual Reports for latest 3 years	<u>S. No</u> 1. 2. 3.	<u>Year</u> 2018 2019 2020	<u>Attached</u> Yes / No Yes / No Yes / No	
7	Does the Lessor have PAN issued by Indian Tax Authorities? If Yes, PAN Number	Yes / No			
8	Documentary Proof that the Lessor owns or has the contractual right to obtain ownership of the a/c offered for Lease attached or proof of possession of proposal from OEM (M/s ATR).	Yes / No			
9	Early Exit & Buyout option (If yes, attach proposal)	Yes/No			

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Table-2: Mandatory Conditions:

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S. No	Description	Bidders' Acceptance (To be indicated as Yes/No against each condition)
1	Lease Period: The bidder agrees to provide the Aircraft on Lease for a period of Twelve (12) Years	
2	For special fiscal provisions/benefits, Aircraft should be leased through either Ireland based Lessor or India based lessor registered with IFSC in GIFT (Gujrat International Finance Tec) City, Gujrat, India, for which the selected Bidder shall use/set up a SPC/SPV at its own cost. The selected Bidder shall also agree to provide a Parent Support Guarantee letter in respect of such SPC/SPV formed as a Lessor thereby, guaranteeing the due performance and compliance by such SPC/SPV with the terms and conditions of this tender and the Lease Agreement	
3	The bidder shall agree to provide to AAAL as CP, all such documents required for processing the payments, including but not limited to, a copy of its Indian Permanent Account Number (PAN), (as per Indian Income Tax requirement) and a No Permanent Establishment (PE) Certificate or Declaration to this effect whenever required, Tax Residency Certificate (TRC) and Form 10 F (as per Indian Income Tax requirement).	
4	<p>Security Deposit, if any, required by the Lessor, will only be given in the form of Standby Letter of Credit (SBLC) / Foreign Letter of Guarantee (FLG) to be issued/Bank Transfer confirmed by international bank of repute reasonably acceptable to the Lessor.</p> <p>At the time of execution of LOI/Term Sheet, if required, AAAL will give initial deposit by way of SBLC / Foreign Letter of Guarantee (FLG) to be issued/ Bank Transfer confirmed by international bank of repute reasonably acceptable to the Lessor, upto a maximum of USD (\$)200K per Aircraft. Such initial deposit shall be adjusted against the Security Deposit (If any) payable to the Lessor at the time of the Lease Agreement.</p> <p>Should the Lease Agreement not be signed, Lessor should agree to refund in full any Security Deposit/Initial Deposit made by AAAL immediately (cash deposits shall be refunded in cash via wire</p>	

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	transfer or any other mode mutually agreed upon, letters of credit shall be cancelled).	
5	<p>Price The bidder must quote all the prices in Jan 2022 Economic Conditions. Quoted prices should be valid for a period of at least 180 days from the date of opening the Financial Bids or for such period as mutually agreed by AAAL and the bidder, beyond the initial 180 days. The Financial Bid should be quoted in USD (\$) only as per the format for the Financial Bid in Annexure F2.</p>	
6	The bidder is also required to confirm that it has obtained their required approvals to offer the subject Aircraft under this Tender. The bidder is also required to submit a proof on the letterhead of the bidder company that person signing the bid is authorized to do so and act on behalf of the bidder.	
7	<p>Regulatory Agency Clearances The agreement execution will be subject to requisite approvals of AAAL Board and related Government/Regulatory Agencies such as Reserve Bank of India, DGCA, India etc. and Export/Import approvals required if any.</p>	
8	<p>Integrity Pact The parties are required to sign and submit the enclosed Integrity pact (Annexure T4) (without any addition/deletion/changes in the attached format) along with the offer in the Technical Bid.</p>	
9	<p>Insurance The aircraft will be insured by Lessee as per the existing insurance policy of the company and prevailing Market Practice. Proposed Hull value for insurance may be indicated. The bidder must provide the value of aircraft for insurance and an annual reduction in insurance value in the Annexure F2 of the Financial Bid.</p>	
10	<p>Warranty/Guarantee All warranties and guarantees including, but not limited to FOC (Free of Cost) training(s) or support available & applicable at the time of delivery of the aircraft should be assigned to AAAL and should be very clearly specified in the Technical Bid.</p>	
11	<p>Sub-Lease The Lessee should be permitted to sub-lease the aircraft for limited periods</p>	
12	<p>Maintenance Reserves rates should be quoted per flight hour/cycle/month as applicable separately for Airframe, Engines, LLPs, Propellers, Landing Gears etc.</p>	

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13	<p>Referring to page no-16, point no 9, in case of PBH agreements with OEM/PBH Service Provider, Lessor should be agreeable that lessee's obligations of monthly payment of Maintenance Reserves (MRs) towards (1) Turbo Machinery HSI (Hot Section Inspection) (2) Turbo Machinery (Overhaul) (3) RGB (Reduction Gear Box) Overhaul (4) Engine LLP Replacement (5) Propeller Overhaul and (6) Landing Gear Overhaul are waived Off in view of monthly payments by AAAL to the Engine (TM+RGB)/Propeller/ Landing Gear OEM/PBH Service Provider under the PBH Agreement.</p> <p>However, in case the PBH Agreement is not in effect, Engine/Propeller/ Landing Gear MRs will be payable at agreed rates.</p>	
14	<p>Lessor shall be agreeable for reimbursement of the maintenance reserves for the aircraft checks (claimable maintenance events) which are carried out at the approved and agreed maintenance facility/ maintenance performer.</p>	
15	<p>Cross - collateralization of payments or funds will not be allowed.</p>	
16	<p>Bidders to specify re-delivery conditions in accordance with Re-Delivery Terms & Conditions, Clause 9.</p>	

Signature: _____

Dated: _____

Name: _____

Designation: _____

Company: _____

Phone: _____

Fax: _____

Mobile : _____

E-mail : _____

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Dated: 25-OCT-2021

Annexure T2

(To be submitted on the Letter Head of Bidder's Company)
Performa for Technical Details of Aircraft Offered for Lease

Technical Details of Aircraft Offered for Lease

S. No	Particulars	A/C-1	A/C-2
1	Name of Owner		
2	Address of Owner		
3	Nationality of Owner		
4	Name of Lessor		
5	Address of Lessor		
6	Nationality of Lessor		
7	Aircraft Type		
8	Aircraft Model		
9	MSN/Unique Identification number		
10	Airframe Hours		
11	Airframe Cycles		
11	Date of Manufacture		
14	Engine Type		
15	ESN-1 Engine Hours Engine Cycles		
18	ESN-2 Engine Hours Engine Cycles		
21	Landing Gear Hours LH RH NLG		
22	Landing Gear Cycles LH RH NLG		
23	Propeller-1 Propeller Hours Propeller Cycles		
26	Propeller-2 Propeller Hours Propeller Cycles		
29	Maximum Take Off Weight (kg)		
30	Maximum Landing Weight (kg)		
31	Maximum Zero Fuel Weight (kg)		
32	Maximum Fuel Capacity (kg)		
33	Pax Seat Configuration		
34	Seat Pitch		
35	No. of Cabin Attendant Seats		

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*Additional page may be used if required

Signature: _____

Dated: _____

Name: _____

Designation: _____

Company: _____

Phone: _____

Fax: _____

Mobile : _____

E-mail : _____

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Dated: 25-OCT-2021
Annexure T3

(To be submitted on the Letter Head of Bidder's Company)
Format for submitting Variance Statement of Terms & Conditions

Variance Statement-Technical Bid Requirements and General Terms & Conditions

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

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

b. Additional Technical Terms & Conditions Specified by the Lessor

S. No	Ref	Description of Additional Term & Condition

*Additional page may be used if required.

Name: _____
 Designation: _____
 Company: _____
 Phone: _____
 Fax: _____
 Mobile : _____
 E-mail : _____

INTEGRITY PACT

BETWEEN

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

And

_____ hereinafter referred to as “**The Bidder/ Contractor**”

PREAMBLE

The principal intends to award, under laid down organizational procedures, contract(s) for_____. The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

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

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

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption in their dealings with AAAL. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (Page nos. 6-7).
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Contractor/Bidder and in the agreement entered into by the Principal with the Contractor/Bidder.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences or acts outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at Page nos. 51 – 60.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security and other actual damages due to the consequential delay.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

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3. The Contractor/Bidder shall not be entitled to claim from the Principal any amounts either as damages or otherwise, on account of termination.

Section 5 – Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2) The principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- 3) The principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ or Subcontractor, or of an employee or a representative or an associate of a Bidder/, Contractor /or Subcontractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to the Chairman, AAAL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-

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binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman, AAAL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the AAAL Board.
8. If the Monitor has reported to the Chairman AAAL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman AAAL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 3 years after the last payment under the contract, and for all other Bidders 12 months after the contract has been awarded to the successful bidder.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Board of AAAL.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members and in the case of a Company by an authorised representative.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issue like Warranty/guaranty etc. shall be outside the preview of IEMs.
6. In the case of any contradiction between the integrity pact and its Annexure, the clause in the integrity Pact will prevail.

(For & On behalf of the principal)

(For & On behalf of Bidder/
Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

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Dated: 25-OCT-2021

(Name & Address)

Witness 2:

(Name & Address)

GUIDELINES ON BANNING OF BUSINESS DEALINGS

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1. Introduction

- 1.1 AAAL, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of the Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. AAAL has also to safeguard its commercial interests. AAAL deals with Agencies, who have a very high degree of integrity, commitment and sincerity towards the work undertaken. It is not in the interest of AAAL to deal with Agencies who commit deception, fraud or exercise of coercion or undue influence or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on AAAL to observe principles of natural justice before banning business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 The General Conditions of Contract (GCC) of AAAL generally provide that AAAL reserves its rights to remove from list of approved suppliers/contractors or to ban business dealings if any Agency has been found to have committed misconduct, violation of any law or any term of the agreement and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/customers/buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any sale order, the same may be incorporated.
- 2.3 However, absence of such a clause does not in any way restrict the right of Company (AAAL) to take action/decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to all the Departments/Stations and subsidiaries of AAAL.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor/inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party/Contractor/Supplier/Purchaser/Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party/Contractor/Supplier/Purchaser/Customer' in the context of these guidelines is indicated as 'Agency'.

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ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:

- a) If one is a subsidiary of the other.
- b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common.
- c) If Management is common.
- d) If one owns or controls the other in any manner.

iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

- a) **For Company (entire AAAL) Wide Banning:**
 - i) The CEO shall be the 'Competent Authority' for the purpose of these guidelines. Chairman, AAAL shall be the 'Appellate Authority' in respect of such cases.
 - ii) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach AAAL Board as Second Appellate Authority.
 - b) **For Departments:**

Any officer not below the rank of Head of Department (HoD) or Chief of Department (Post Holders) nominated by the CEO shall be the 'Appellate Authority' in all such cases.
 - c) **For Corporate Office only:**

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Chief of MMD shall be the "Competent Authority" and Head of Engineering shall be the "Appellate Authority".
 - d) Chairman, AAAL shall have overall power to take Suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other authority or agency set up by the Central or State Government having powers to investigate.
- v) 'List of approved Agencies - Parties/Contractors/Suppliers/ Purchasers/Customers' shall mean and include list of approved/registered Agencies - Parties/Contractors/Suppliers/ Purchasers/Customers, etc.

4. **Initiation of Banning/Suspension**

Action for banning/suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. The Vigilance Department of AAAL shall have the right to recommend banning/suspension and this shall be binding on the Head of Engineering (HOE)/Head of Revenue Management (HRM), and non-compliance of these recommendations/instructions shall be deemed to be a misconduct on the part of the Head of the Department/SBU.

5. **Suspension of Business Dealings**

- 5.1 If the conduct of any Agency dealing with AAAL is under investigation by any department (except Foreign Suppliers of imported coal/coke), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to

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- the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all Departmental Heads within the Departments/Stations. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct/violation under investigation is very serious and it would not be in the interest of AAAL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), AAAL Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct/violation, it would not be desirable for all the Departments/Stations and Subsidiaries of AAAL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Departments/Stations by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 For suspension of business dealings with Foreign Suppliers, following shall be the procedure:
-
- i) Suspension of the foreign suppliers shall apply throughout the Company including Subsidiaries.
 - ii) Based on the complaint forwarded by Chief of MMD or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of AAAL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Chief of MMD to place it before a committee consisting of the following:
 1. **Chief Finance Officer (CFO)**
 2. **Head of Engineering (HoE)**
 3. **Head of Personnel**
 4. **Officer Legal**
- The committee shall expeditiously examine the report, give its comments/recommendations within twenty-one (21) days of receipt of the reference by Chief of MMD.
- iii) The comments/recommendations of the Committee shall then be placed before the Competent Authority (CEO) before placing to the Board of AAAL and if the Board opines that it is a fit case for suspension, Head of Engineering (HoE) may pass necessary orders which shall be communicated to the foreign supplier by Head of Engineering (HoE).
- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. **Grounds on which Banning of Business Dealings can be initiated**

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants.
- 6.2 If the Director/Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or AAAL, during the last five years.
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.

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- 6.4 If the Agency continuously refuses to return/refund the dues of AAAL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.
- 6.5 If the Agency employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence.
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise.
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices, coercion, undue influence and other violations including misrepresentation of facts.
- 6.8 If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (AAAL) or its official in acceptance/ performances of the job under the contract.
- 6.9 If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations.
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether the pre-despatch inspection was carried out by Company (AAAL) or not.
- 6.11 Based on the findings of the investigation report of CBI/Police/internal Vigilance or any other investigative agency including Government Audit against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (AAAL) or even otherwise.
- 6.12 Established litigant nature of the Agency to derive undue benefit.
- 6.13 Continued poor performance of the Agency in several contracts.
- 6.14 If the Agency misuses the premises or facilities of the Company (AAAL), forcefully occupies tampers or damages the Company's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including Subsidiaries. However, the Competent Authority of the Department/Unit except Corporate Office can impose such ban unit-wise only if in the particular case banning of business dealings by respective Department/Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/default to beyond the Department/Unit. Any ban imposed by Corporate Office shall be applicable across all Departments/Stations of the Company including Subsidiaries.
- 7.2 For Company-wide banning, the proposal should be sent by ACVO of the Department/Unit to the CVO through the Head/Chief of the Department/Unit setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported coal/coke.

The Corporate Vigilance shall process the proposal of the Department/Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.

The CVO shall get feedback about that agency from all other Departments/Stations. Based on this feedback, a prima-facie decision for banning/or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout AAAL.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the Competent Authority.

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7.3 There will be a Standing Committee in each Department/Unit to be appointed by the Chief Executive for processing the cases of “Banning of Business Dealings” except for banning of business dealings with foreign suppliers of coal/coke. However, for procurement of items/award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting the CFO, Chief of MMD and Representative from Legal.

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide/Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for the issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing if required.
- iv) To submit a final recommendation to the Competent Authority for banning or otherwise.

7.4 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

8. Removal from List of Approved Agencies - Suppliers/Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers/Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of AAAL, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established.
- b) For removing the Agency from the list of approved Suppliers/Contractors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall be to the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

Any petition/application filed by the Agency concerning the review of the banning order passed originally by Chief Executive/Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority,

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the review petition can be decided by the Chief Executive/Competent Authority upon disclosure of new facts/circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

12. Circulation of the names of Agencies with whom Business Dealings have been banned

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, AAAL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.
- 12.4 Based on the above, Departments/Stations may formulate their own procedure for implementation of the Guidelines.

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Alliance Air Aviation Limited.
INTEGRITY PACT PROGRAM

I. **INTRODUCTION**

Alliance Air Aviation Ltd. (AAAL) is a premier Public Sector airline engaged in air transportation of passengers and cargo in India. The brand name of the Company is Alliance Air, and it conducts its business by benchmarking itself to the highest ethical standards and adopting the best practices followed by the industry.

It does business with a number of domestic and international Bidders, Contractors and Vendors of goods and services (Counterparties). AAAL is committed to fostering the most ethical and corruption-free business environment. AAAL values its relationships with all Counterparts and deals with them in a fair and transparent manner.

In order to achieve these goals, AAAL is implementing the Integrity Pact Program in cooperation with the Central Vigilance Commission (CVC) in respect of all contracts of the value of Rs.10 crores and above. As a part of this initiative, AAAL will, in consultation with CVC, appoint external Independent Monitors who will help AAAL in implementing the Integrity Pact Program. The Integrity Pact would be signed by the Principal and the Vendor at the pre-tendering stage itself and will form part of the Tender document. A pre-signed Integrity Pact by the Principal would form part of the Tender document. The Vendors would sign the Pact and submit it along with the financial and technical bids.

The ingredients of AAAL's Integrity Pact Program are broadly based on: -

- Commitments and Obligation of AAAL and its employees
- Commitments and Obligation of Counterparties
- Violation and Consequences
- Independent Monitor
- Implementation Guidelines
- Role of Independent Monitors.

II. **COMMITMENTS AND OBLIGATION OF AAAL**

- a. AAAL is committed to have the most ethical and corruption-free business dealings with its Counterparties.
- b. AAAL values its relationship with all Counterparties and will deal with them in a fair and transparent manner.
- c. AAAL and/or its Associates (employees, agents, consultants, advisors, etc.) will not seek or take bribes / undue benefit directly or indirectly for themselves or for third parties.
- d. In a competitive tender as well as in general procurement, AAAL will deal with all Counterparties with equity, reason and fairness.
- e. AAAL will exclude all Associates who may be prejudiced or have a Conflict of Interest in dealings with Counterparties.
- f. AAAL will honour its commitments and make do payments to Counterparties in a timely manner.
- g. AAAL will initiate action and pursue it vigorously whenever corruption or unethical behaviour occurs.

III. **COMMITMENTS AND OBLIGATIONS OF THE 'COUNTER-PARTY'**

- a. The Counterparty, directly or indirectly (through Agent, consultant, advisor, etc.), will not pay any bribes or give illegal benefit to anyone to gain undue advantage in dealing with the Principal, AAAL.
- b. The Counterparty will not engage in collusion, Price-Fixing, etc. with other Counterparties in dealing with the Principal, AAAL.
- c. The Counterparty will not pass on to any third party any of the Principal's confidential information unless authorized by the organization.
- d. The Counterparty will promote and observe best ethical practices within its organization.
- e. The Counterparty will inform the Independent Monitor:
- f. If it receives demand for a bribe or illegal payment/benefit and
- g. If it comes to know of any unethical or illegal practice in the Principal's organization (AAAL)
- h. If it makes any payment to any of AAAL's Associates.
- i. The Counterparty will not make any false or misleading allegations against AAAL or its Associates.

IV. **VIOLATIONS & CONSEQUENCES**

- a. If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Program during the bidding process, it shall be liable to compensate AAAL by way of Liquidated damages amounting to a sum equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher, or an amount determined by the Independent Monitor.
- b. In case of violation of the Integrity Pact whereby after award of the Contract the Principal (AAAL) terminates or is entitled to terminate the Contract, AAAL shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher, or an amount determined by the Independent Monitor.
- c. AAAL may ban and exclude the Counterparty from future dealings until the Independent Monitor is satisfied that the Counterparty will not commit any future violation.
- d. AAAL may initiate criminal proceedings against the violating Counterparty, depending on the gravity of the violation.
- e. In case there is a violation of the Integrity Pact by the Principal (AAAL) or its Associates (i.e., employees, agents, consultants, advisors, etc.), AAAL undertakes to take appropriate action against them.
- f. If the complaint made by a counterparty is found to be frivolous or mischievous, action in the form of certain sanctions would be taken against the said complainant.

V. INDEPENDENT MONITOR

1. Chairman/CEO, AAAL, is the authority to appoint Independent Monitor(s) to oversee the implementation and effectiveness of the Integrity Pact Program. The process for their appointment shall be similar to Outside Expert Committee (OEC). For this purpose, a panel of Independent Monitors may be constituted by AAAL and the same may be referred to CVC for clearance.
2. The Independent Monitor will be a person of Impeccable Integrity, Knowledgeable of AAAL's business and experienced in commercial activities.
3. It will be a voluntary, non-salaried position of 3 years terms. Independent Monitor will have stature /benefits similar to those of Chairman of the Audit Committee of Board/status of the Directors of AAAL. The remuneration and perquisites would be similar to the remuneration/perks of independent Directors on the Board of AAAL.
4. The main objective of the Independent Monitor will be to oversee the implementation of the Integrity Pact Program, to prevent corruption, or any other unethical practices in the implementation of the contract.
5. The Independent Monitor will not have administrative or enforcement responsibilities. He will coordinate his efforts through the CVO or other anti-corruption institutions such as CVC. (He may engage services of outside agencies such as accounting firms, law firms, etc. at AAAL's expense, if required, in discharge of his responsibilities after obtaining the approval of the Chairman/CEO)
9. The Independent Monitor will have access to all offices and internal records of the Principal in respect of the Tender in question. He will also have access to Counterparties' records and information regarding its dealing with the Principal.
10. The Independent Monitor will have the right to attend any meetings between the Principal and the Counterparties. As far as possible, the meetings should be scheduled in India. In respect of any meeting to be held outside India, attendance by the Independent Monitor would be decided in consultation with the Chairman/CEO, AAAL.
11. If the Independent Monitor observes or suspects an irregularity, he will inform the Chairman of AAAL. Once the Independent Monitor is satisfied that any irregularity has taken place, he may also inform the CVO and CVC.

VI. IMPLEMENTATION GUIDELINES

To implement the Integrity Pact Program, the following general guidelines are suggested:

- a. To select and appoint a Panel of Independent Monitors in consultation with the CVC.
- b. To get commitment from all Senior Level executives/officials of AAAL to implement the program. It should be recognized that there may be resistance to Integrity Pact program.
- c. To develop detailed implementations plans and finalize the Integrity Pact document in consultation with the Independent Monitors.
- d. To notify all senior staff members, Board of Directors, any other over-sight body of the Organization and major suppliers of AAAL's plans to implement Integrity Pact program, which is to be Included in AIL's web site and also disclose this initiative to the media.

VII. PERIODIC REVIEW & EVALUATION

It is recommended that the Board of Directors of AAAL periodically review the effectiveness of Integrity Pact Program by all or some of the following measures: -

1. The Independent Monitors and senior leadership of AAAL do an annual self-assessment of Integrity Pact Program effectiveness and identify areas/ways to improve the same.

Tender Ref: - AAAL/ATR42- 600/HOE-21/360

Dated: 25-OCT-2021

2. The Independent Monitor will submit an annual report on the progress/effectiveness of Integrity Pact Program to the Board of Directors of AAAL.
3. AAAL may conduct an annual 360-degree review (through an outside agency, if required) with senior executives, junior executives, suppliers, and competitors, regarding the effectiveness of the Integrity Pact Program in reducing corruption. Feedback may be taken from the junior and senior executives of the Principal, suppliers and competitors.
4. AAAL should meet with CVC on an annual basis to review the effectiveness of the program.

Tender Ref: - AAAL/ATR42- 600/HOE-21/360

Dated: 25-OCT-2021
Annexure T5

(To be submitted on the Letter Head of Bidder's Company)
Format for Aircraft Delivery Offer

Proforma for Delivery Schedule Offer by the Bidder/Lessor

Tender Ref: AAAL/ATR 42-600/HOE-21/360

Dated: 25 Oct 2021

Aircraft Type/Model: _____

No. of a/c Offered: _____

AAAL Delivery Requirements.		Delivery Offered by Bidder/Lessor		
A/c	Preferred Month & Year	MSN/Unique Identification Number	Slots offered Month & Year	Redelivery Location
No. 1	Latest by May 2022			
No. 2	Latest by May 2022			

Signature: _____

Dated: _____

Name: _____

Designation: _____

Company: _____

Phone: _____

Fax: _____

Mobile : _____

E-mail : _____

Tender Ref: - AAAL/ATR42- 600/HOE-21/360

Dated: 25-OCT-2021
Annexure T6

(To be submitted on the Letter Head of Bidder's Company)
Format for Covering Letter by the Bidder/Lessor for submitting the Bid

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

Ref:

Dated:

Dear Sir,

Sub: Sealed Technical Bid for Dry Leasing of Two (02) new ATR42-600 Aircraft in response to your Tender Ref: AAAL/ATR 42-600/HOE-21/360, Dated: 25-10-2021

With reference to your Tender floated under Ref: AAAL/ATR 42-600/HOE-21/360 Dated: 25-10-2021 for leasing (Dry) of two (02) New ATR42-600 aircraft, we hereby submit our Technical Proposal for the same in the specified formats duly sealed in an envelope consisting of the following:

1.	Profile of the Bidder and Mandatory Conditions	Annexure T1
2.	Technical Information(s)/Detail(s) of the Aircraft.	Annexure T2
3.	Variance Statement –Technical Bid	Annexure T3
4.	Integrity Pact duly Signed	Annexure T4
5.	Delivery Schedule Offered	Annexure T5

The sealed envelope containing the covering letter and the above stated Annexures has been super scribed with "AAAL/ATR 42-600/HOE-21/360 (Technical Bid)"

We agree to the Terms &Conditions specified in the Appendix 2 and Appendix 1 of the tender document except those mentioned in Annexure T3 of our proposal.

Or

We agree to all the Terms & Conditions specified in the Appendix 2 and Appendix 1 of the tender document and "Nil" statement in Annexure T3 of our proposal is attached.

Or

We agree to all the Terms & Conditions specified in the Appendix 2 and Appendix 1 of the tender document and "Nil" statement specified in Annexure T3 of our proposal is attached. However, we have specified some additional terms as per our company's requirement in the Annexure T3

(Bidders to choose and mark any of the above 3 options)

Signature: _____

Dated:

Name: _____

Designation: _____

Company: _____

Phone: _____

Fax: _____

Mobile : _____

Courriel : _____

Tender Ref: - AAAL/ATR42- 600/HOE-21/360

Dated: 25-OCT-2021
Annexure F1

To be submitted on the Letter Head of Bidder's Company
Format for submitting Variance Statement of Terms & Conditions

Tender Ref: AAAL/ATR 42-600/HOE-21/360

Dated: 25-10-2021

Variance Statement of General and Financial Terms & Conditions

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

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

c. Additional Financial Terms & Conditions Specified by the Lessor

S. No	Ref	Description of Additional Term & Condition

*Additional page may be used if required.

Signature: _____

Dated: _____

Name: _____

Designation: _____

Company: _____

Phone: _____

Fax: _____

Mobile : _____

E-mail : _____

Tender Ref: - AAAL/ATR42- 600/HOE-21/360

Dated: 25-OCT-2021
Annexure F2

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

Proforma for Financial Proposal for Dry Lease of Two (02) New ATR 42-600 Aircraft

Tender Ref: AAAL/ATR 42-600/HOE-21/360

Dated: 25-10-2021

Financial Proposal for Lease of Two (02) New ATR42-600 Aircraft

a. **Lease Rent**

Table 1: Fixed Lease Rent Quote (Bidder to take into consideration all Swap/Manufacturer escalation rate etc up to the delivery of aircraft):

[to be quoted mandatorily, however it will not be considered for Financial Evaluation]

1	Type of Aircraft Offered:		ATR
2	Model of Aircraft Offered:		ATR 42-600
4	Lease Term Period:	Years	12 Years
5	Fixed Lease Rent Per Aircraft Per Month	USD (\$)	
6	Applicable Tax/Levies/Duty (if any) to be mentioned separately		

Table 2: Lease Rent linked with swap/Manufacturer Escalation rate as per below format:

[Will be considered for Evaluation]

1	Type of Aircraft offered	ATR		
2	Model of Aircraft Offered	ATR42-600		
4	Lease Term Period	Years	Twelve (12) Years	
5	a. Base Lease Rent Per Aircraft Per Month Jan 2022 Economic Conditions.	USD (\$)		
	b. USD (\$) Swap Rate Considered while quoting 5(a) above.	Percent (%)		
	c. Adjustment Factor per basis point increase/decrease in base USD (\$) swap rate mentioned at 5(b) above.			
	d. Manufacturer Escalation, if any, from Jan 2022 Economics Conditions to Delivery Date.			
	e. Annual Cap offered on Manufacturer Escalation.			

Tender Ref: - AAAL/ATR42- 600/HOE-21/360
Dated: 25-OCT-2021

b. Credits/Discount/other Costs (Applicable both the Lease Rent Options Above):

[will be considered for Evaluation]

1	Product Support Credit/Customer Support Credit/Manufacture Credits as referred in SCHEDULE IV, Clause 26	USD (\$)	
			Per Aircraft
	a.Applicable Tax/Levies/Duty (if any) to be mentioned separately		
2	Unconditional Discounts	USD (\$)	
			Per Aircraft
3	Any Other costs to be Borne by AAAL	USD (\$)	
			Per Aircraft

 c. **Maintenance Reserve Contribution Rate per FH/Month/Cycle (Applicable both the lease Rent Options above)** [Will be Considered for Evaluation]

	Economic Conditions	Jan 2022		
	Percentage Annual Escalation	_____ % per Year		
	Assumed Annual FH and FC	2400 FH & 2400 FC		
	MR Rates Applicable for assumed FH: FC Ratio	1:1		
S. No	Maintenance Task	Maintenance reserves Rates (in USD)		
		Per Flight Hour	Per Cycle	Per Month
1	C checks			
2	Calendar Structural Inspections			
3	Cyclic Structural Inspections			
4	Engine-1 Turbo Machinery HSI			
5	Engine-1 Turbo Machinery Overhaul			
6	Engine-1 RGB Overhaul			
7	Engine-1 LLPs (For complete set of LLPs as detailed in Schedule "A" appended hereto. Also, individual LLP rates applicable to the same shall be quoted in Schedule "A")			
8	Engine-2 Turbo Machinery HSI			
9	Engine-2 Turbo Machinery Overhaul			
10	Engine-2 RGB Overhaul			
11	Engine-2 LLPs (For complete set of LLPs as detailed in Schedule "A" appended hereto. Also, individual LLP rates applicable to the same shall be quoted in Schedule "A")			
12	LH Propeller Overhaul			
13	RH Propeller Overhaul			

Tender Ref: - AAAL/ATR42- 600/HOE-21/360
Dated: 25-OCT-2021

14	Nose Landing Gear Overhaul			
15	LH Main Landing Gear Overhaul			
16	RH Main Landing Gear Overhaul			
	TOTAL			
	Schedule "A"			
Engine LLP's		Rate		
Impeller, LP				
Impeller, HP				
Cover, HP Turbine Front				
Disk, HP Turbine				
Cover, HP Turbine Rear				
Seal Air Inter stage				
Disk, LP Turbine				
Disk, PT 1st stage				
Disk, PT 2nd stage				
HPT Blades				

Note: In case of PBH arrangement, MRs for Engines (Turbo Machinery & Reduction Gear Box)/Propellers/Landing Gears, even though quoted as above, will not be payable by lessee in terms of clause 09 of SCHEDULE II.

- d. Lessor to provide adjustment matrix for the above offered MR rates (if any) for different FH to FC ratios as per the table below:

Assumed Ratio Adjustment Table for MR rates:

Flight Hour / Flight Cycle Ratio:	0.5	0.7	0.8	0.9	1.0	1.1	1.2	1.3	1.4	1.5	1.7	1.9
Engine MR rate in USD (\$)												

The Lease Agreement shall contain the wordings which confirm that Lessor shall be required to reimburse out of Maintenance Reserve for maintenance events performed as per Lease terms.

- e. **Security Deposit Requirement: [Will be Considered for Evaluation]**

1	Amount USD (\$)	
2	The Form, Nature & Structure of Security Deposit	
3	Period	

The Security deposit shall be refunded in full immediately on expiry of the Lease Agreement (cash deposits will be refunded in cash via wire transfer or any other mode mutually agreed upon, in case of SBLCs, letters of credits will be cancelled).

Tender Ref: - AAAL/ATR42- 600/HOE-21/360

Dated: 25-OCT-2021

f. **Payment Terms**

S. No	Item	Payment Terms
1	Lease Rent	
2	Maintenance Reserve	

g. **Insurance: [Will be considered for Evaluation]**

AAAL shall insure the Leased aircraft as per the existing company/insurance policy. However, Lessor to specify the following regarding the relevant insurance values for financial evaluation purposes:

Hull Value: USD (\$) _____ such value to decrease by _____% annually.

Any Other Charges and/or parameters and/or concessions and/or variances having financial impact. The Bidder is also requested to provide the following details of which will not be factored in the Evaluation of the Bid.

S. No	Description	Quoted Details
1.	AD Cost Sharing formula and Threshold as per Clause 10 subclause of SCHEDULE IV	

Tender Ref: - AAAL/ATR42- 600/HOE-21/360

Dated: 25-OCT-2021
Annexure F3

(To be submitted on the Letter Head of Bidder's Company)
Proforma for Covering Letter by the Bidder/Lessor for Financial Bid

Tender Ref: AAAL/ATR 42-600/HOE-21/360

Dated: 25-10-2021

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

Ref:
Dear Sir,

Dated:

Sub: **Financial Bid for Dry Lease of Two (02) New ATR 42-600 Aircraft in response to your Tender**
Ref: AAAL/ATR 42-600/HOE-21/360 Dated: 25-10-2021

With reference to your Tender floated under Ref: AAAL/ATR 42-600/HOE-21/360 Dated: 25-10-2021 for leasing of two (02) new ATR 42-600 aircraft, we hereby submit our best offer/proposal for the same in the specified formats duly sealed in an envelope consisting of the following:

1. Variance Statement – General and Financial Terms & Conditions Annexure F1
2. Financial Proposal - Annexure F2

The sealed envelope containing the covering letter and the above stated Annexure has been super scribed with "AAAL/ATR 42-600/HOE-21/360 Financial Bid"

We agree to the General and Financial terms & conditions specified in Appendix 2 and Appendix 1 except those mentioned in Annexure F1 of our proposal.

Or

We agree to all the Terms & conditions specified in Appendix 2 and Appendix 1 and Nil Variance Statement as per Annexure F1 is attached with the Financial Bid.

Further, it is confirmed that we have not made any payment in what-so-ever form, say, like commission/brokerage etc., to anybody in India and/or abroad and nor shall it be made to anybody in India and/or abroad, in respect of the business to be generated by the company from AAAL.

Thanking you,

Signature: _____

Dated:

Name: _____
Designation: _____
Company: _____
Phone: _____
Fax: _____
Mobile : _____
E-mail : _____

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