

**Subject: TENDER FOR HIRING VEHICLES FOR A PERIOD OF 3 YEARS FOR USE BY ALLIANCE AIR AVIATION OFFICIALS AT DELHI**

Alliance Air Ltd. invites sealed/closed quotations for hiring the following vehicles for a period of 3 (Three years) for the use of Alliance Air Aviation Ltd.

1. Used car not more than one years old / Brand New vehicle as per details appended below.
  - 1.1 Maruti Suzuki Swift Dzire- 01 Nos
  - 1.2 Maruti Omni Cargo – 01 Nos

Interested parties may quote their competitive rates as per Financial Bid Performa. The rates are to be quoted for not more than one year old vehicles or brand New vehicles. The requirement of brand new is optional (AAAL may take brand new vehicles on hire).

The Envelope to be super scribed with Tender No **AAAL/TPT/DEL/2022/35**, **Dated:26 May 2022**, **Due Date: 10 June 2022**, Tender for hiring the vehicles for a period of **3years**, extendable for a period of **two years** subject to satisfactory performance of contract, for the use of Alliance Air Aviation Ltd., at Delhi.Envelop must contain the tender documents and financial bid Performa (Annexure A)duly filled, signed and stamp. Envelop should be closed/sealed. Envelope should carry the complete name and address of the Bidder along with the telephone no. and e-mail address.

The Tenderer has to submit an undertaking as per Annexure B on their company's letter head in respect of EMD / Bid Security. The validity of the financial bid would be 120 days from the date of submission of bid.

Tenders should be submitted on or before due date mentioned above in the Tender box kept at the following address:

**"Chief of MMD, Alliance Air Aviation Ltd.,Alliance Bhawan, IGI Airport, Terminal -I,New Delhi -110037."**

Tender documents sent through Post or Courier will be at the risk of the "Tenderer" and "AAAL" will not be responsible for any loss or non-receipt of the tender documents. In the event of the receipt of the Bid after the due date and time, the Bid shall be rejected.

For any technical clarifications / work-scope related issues, the bidders can send e-mail to [mt@allianceair.in](mailto:mt@allianceair.in)No telephonic/personnel queries would be entertained.

<b>Last date/time for submission of Tender</b>	<b>10 June 2022 15:00Hrs</b>
<b>Last date/time for opening of tender</b>	<b>10 June 2022 15:30 Hrs</b>

Tenderers who wish to attend tender opening may do so or send their representatives with authorization letter on their company letter head

Alliance Air Aviation Limited reserves the right to reject any tender in part or full or annul the tender process without assigning any reason.

**Sd/-  
Chief of Operation**

Tender No. AAAL/TPT/DEL/2022/35 Date 26 May 2022

Due Date:10 JUN 2022

**Subject: Tender for hiring the vehicles for a period of 3 years for the use of officials of Alliance Air Aviation Ltd., at Delhi.**

### **General Terms & Conditions:**

- 1.0 **'Alliance Air Aviation Limited'** is desirous to take Two or more vehicles on hiring basis for its own use/for the use of its Officials.
- 1.1 The vehicle to be provided under this contract shall be not more than one years old /brand new vehicle with metallic finish (White Colour), Petrol/CNG version and Delhi registration.
- 1.2 The **"Tenderer"** will take the vehicle's comprehensive insurance zero depreciation policy covering all risk including unlimited third party risks which shall include:
  - a) Loss or damage against Natural Calamities such as fire explosion, self ignition or lighting, earthquake, flood, Typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost, landslide, and rockslide etc.
  - b) Loss or damage against Man-made calamities such as burglary, theft, riot, strike, malicious act, accident by external means, terrorist activity, any damage in transit by road, rail, inland waterway, lift, elevator or air.
  - c) Personal accident covers for the individual driver of the vehicle while travelling mounting or dismounting from the car. Optional personal accident covers for co-passengers.
  - d) **'Third Party Liability'** bodily injury and death and **'unlimited liability'** for third party property damage.
- 1.3 **"AAAL"** will have 'No Liability' on insurance claims for damage to the vehicles during use subject to insurance claim being admissible by the insurer as per Insurance Regulatory Development Authority norms.
- 1.4 In the event a vehicle is stolen or damaged beyond repairs, in such an event, the payment schedule pertaining to the stolen vehicle or a vehicle damaged beyond repair shall be considered automatically terminated.
- 1.5 Handling of all legal liabilities / claims arising out of third party claims shall be the responsibility of the Tenderer.
- 1.6 Insurance disallowance is to be borne by Tenderer.
- 2.0 The agreement can be terminated premature after giving one month notice from AAAL and three month notice from vendor side without any financial obligation.
- 3.0 The nature of hiring will be "Operating Hiring". The fixed monthly rent as agreed for the use of the vehicle shall be paid during Hiring Term and this will include cost of complete maintenance, comprehensive insurance, road tax, registration, number plate, fast tag etc.
- 4.0 Major / Minor accident repairs, if any will be arranged by the Tenderer through Authorised workshop at the cost and risk of the Tenderer subject to Insurance claim being admissible by the insurance company. Settlement of claims with Insurer will be the sole responsibility of the Tenderer and "AAAL" will have no liability in this regard.
- 4.1 In case, the vehicle is immobilized on road due to malfunction / accident, the Tenderer shall provide "Roadside Service Assistance" and arrange for its immediate service / repairs as the case may be, so that it does not cause any inconvenience to its user.

- 4.2 In case there is a minor fault/breakdown, the “AAAL” can get it fixed on payment basis. However the bill shall be taken in the name of the Tenderer and the Tenderer shall reimburse the same to the “AAAL”.
- 5.0 The essential accessories & Electrical fittings as required by AAAL other than standard fittings are to be fitted by the Tenderer.
- 6.0 The hiring charges shall be payable on monthly basis.
- 7.0 The Tenderer must submit PAN No. of the company and must furnish self-attested copies of Income Tax Return & Annual Report (Balance Sheet and Profit & Loss Account) for the two preceding Financial Years along with the tender.
- 7.1 The Tenderer must have GST Registration at the time of application of tender and enclose self-attested copy of the Registration.
- 8.0 **Eligibility Criteria: The tenderer must fulfill the following and their documents to be submitted along with bid:**
- 8.1 Must have PAN Number
- 8.2 Must have GST Registration
- 8.3 Must be in the business of leasing the vehicles / transport minimum for 2 proceeding years.
- 8.4 Income Tax return for last two Assessment years 2019-20 and 2020-21.
- Note: The tenderers who do not fulfill the Eligibility condition, their financial bid will not be considered.**
- 9.0 **Scope of Work for Vehicles:**
- 9.1 The vehicles shall be at the disposal of “AAAL” on 24 hrs x 365 days.
- 9.2 The vehicles shall be driven by “AAAL” Official / drivers.
- 9.3 The use of the vehicles shall not be interfered in any manner whatsoever by the Tenderer or any person claiming directly or indirectly to be the representative of the Tenderer.
- 9.4 The running Kms for a vehicle of any segment during Hiring period of 3 years shall be 90 Thousand kms. Excess or short Kms shall be paid / discounted as per situation and according to finalized agreement.
- 9.5 In the event, if the actual kilometers run by a vehicle exceeds the contracted kilometers 90000 Kms (Ninety Thousand Kms) at the end of the Hiring Period, then AAAL shall pay the excess kilometer charges as per the quoted/agreed rates.
- 9.6 In the event, the actual kms run by a vehicle are lesser than contacted kms (90 Thousand kms) at the end of the Hiring Period, then AAAL shall discount these short kms at the quoted/agreed rates.
- 9.7 The Tenderer shall deliver the agreed vehicle within 15 days of acceptance of LOI.
- 9.8 In case of delay and if requested by the Tenderer, the competent authority at AAAL may consider the request at its sole discretion, if it is due to short supply of the make or any other prevailing market conditions.
- 9.9 The vehicles to be deployed for AAAL duty must be private registered on or after 01.07.2021. No vehicle more than one years old should be deployed for AAAL duty during the entire contract period. Accordingly the vehicles have to be replaced in a phased manner. AAAL officials may conduct random checks/ inspection of the vehicles.
- 9.10 The tenderer must ensure that all the old used vehicles (if AAAL opt to take old used vehicles on hiring) must be in roadworthy condition certified by Maruti Authorized Dealer and should have new upholstery (including Roof, Panels, Seat covers, carpet, Foot Mat etc.)
- 9.11 The maintenance of the vehicle from the Authorised Service Station will be the responsibility of the Tenderer.
- 9.11.1 **PROVISION FOR PROVIDING &FIXING OF CNG KITS:** In case AAAL requires the fitment of CNG Kit in the vehicles, The sequential CNG kit with advancer to be fitted by the service

provider without any cost implication to AAAL. Also the CNG KIT that is being fitted/opted should not cause any invalidation of insurance of vehicle. Care should be taken to fit CNG Kits approved by OEM of vehicle that is being supplied/contracted.

- 9.11.2 RESPONSIBILITY FOR INVALIDATION OF INSURANCE** – It is to be ensured by the supplier of vehicle services not to modify, affix any fixtures, add on devices or spare parts which may jeopardize the insurance. If such cases are found the supplier of vehicle is liability to pay the loss occurring due to such cases to AAAL.
- 9.12** All running and minor/major repairs, Service and maintenance including replacement of tyres& batteries will be provided / rectified as per the norms of the manufacturer by the Tenderer without any cost to **“AAAL”**.
- 9.13** The vehicle should be registered in the name of the Tenderer as **“Private vehicle”** i.e. white plate registration number.
- 10.0 The tenderer has to quote their rates as for not more than one year old used vehicles as well as brand new vehicles. The leasing of Old used vehicles will be optional at the sole discretion of the AAAL.**
- 10.0** The Tenderer shall also ensure to provide replacement vehicle of same or higher segment in case of breakdown or if the vehicle is sent for major repair and or accidental repairs.
- 11.0** In case of breakdown or vehicle is sent for major repair and or accidental repairs and if alternative vehicle is not provided within stipulated period, **“AAAL”** shall be free to make alternate arrangement by hiring the vehicle. The cost of alternative arrangement made plus Rs.500/- per occasion per day per vehicle shall be borne / imposed to the Tenderer.
- 12.0** The Tenderer shall ensure that the milometer of the vehicle(s) remain serviceable all the time for verification of kilometers run at the end of the Hiring Term of 36 months.
- 12.1** The Tenderer shall repair / replace defective milometer within 3 days. In case of failure of milometer, the actual distance travelled shall be assessed by **“AAAL”** whose decision in the regard shall be final and binding.
- 13.0** The Tenderer must have minimum two year experience in providing vehicles on Hire or transport business (cars/MUV) to Corporate / PSU / Govt. Undertaking. To enclose self-attested copies of Performance Certificate with relevant details like no. of years / value issued by the buyer of the services and contract copy if possible.
- 14.0 Exit Clause / Termination of the contract:** The contract may be terminated under the following circumstances:
- 14.1** **“AAAL”** may any time terminate the contract with immediate effect by giving 30 days written notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to **“AAAL”**. In this case no compensation shall be made available to the service provider.
- 14.2** In case of unsatisfactory performance or breach of any of the clauses of the contract, **“AAAL”** shall issue a written notice of 30 days to the service provider to rectify the breach and improve the performance failing which **“AAAL”** shall be at liberty to terminate the contract without any further notice to the service provider. The service provider shall not have any right to dispute or question the judgment of **“AAAL”** on its unsatisfactory performance.
- 14.3** In case of change in circumstances / operations etc, **“AAAL”** shall have the right to terminate the contract by serving a 90 days written notice to the service provider.
- 14.4** The service provider shall also be at liberty to terminate the contract by providing to **“AAAL”** a 90 days written notice. However, the service provider shall comply with all the contractual obligations during the notice period and thereafter, shall discharge the obligations arising out of

- the agreement till the termination.
- 14.5** The service provider who defies exit clause not be allowed to participate in the immediate next two tenders floated for the same / similar jobs.
- 15.0 Security Deposit (SD):**
- 15.1** The service provider shall on signing of the Agreement, deposit and continue to maintain for the entire period / extension of the agreement plus three months more time, a sum equivalent to 3% of the contract value of Hiring Agreement as estimated by "AAAL", as SD in the form of 'Bank Guarantee' from a Schedule / Nationalized Bank.
- 15.2** The Security Deposit has to be deposited at the time of commencement of the contract.
- 15.3** In case, SD is not deposited in time, the bills shall not be processed for payment.
- 15.4** In case of breach of contract or violation of any terms of the contract, the SD may be forfeited.
- 15.5** The SD shall not bear any interest, and shall be refunded without interest only on successful completion of all the contractual obligations.
- 16.0 Applicable Rates:**
- 16.1**
- i) **Inclusions:** The quoted/agreed rates for hiring shall be inclusive of Capital cost of vehicle(s), all Govt. Taxes / Levies, Insurance, depreciation, cost of Finance, Fleet Management cost, Fleet Management Service charges, supervision / monitoring cost, repairs – routine and accidental etc.
  - ii) **Exclusions:** The GST as per applicable rates is excluded. This would be paid, if applicable, together with the monthly bills as applicable from time to time.
  - iii) **Revision of Rates during Hiring period:** No request shall be entertained for increase of rates during the validity of the contract and extensions if any, under any circumstances except for change in GST.
  - iv) **Due to increase in Govt. Taxes / Levy:** In case, rate of GST is revised after opening of Tender / Issue of contract or if any new tax is introduced after starting of the contract, the same shall be payable to the service provider at new rates.
- 17.0** The contract will be awarded to lowest quoted party for items mentioned at 4.1 of the Financial Bid proforma at Annexure A.
- 18.0 Extension of the contract:** The contract can be extended for two years and will be done on the existing base rentals plus applicable taxes.
- 19.0 Payment of Hiring Charges:**
- i) No advance payment shall be admissible in any case.
  - ii) The service provider shall submit bills for monthly hiring charges in the first week of every month duly signed by the Executive concerned using the vehicle.
  - iii) The signed bills should be submitted in the office of Incharge Transport, Alliance Air, Alliance Bhawan, IGI Airport New Delhi - 110037 for onward submission to Finance Department after certification. The Finance Department shall make the payment of undisputed amount by an a/c payee cheque / RTGS within 30 days of the submission of Bills by the service provider.
  - iv) The service provider shall provide the details of their bank account etc to Finance Department for RTGS.
  - v) Necessary deductions at source towards applicable Income Tax shall be done as per Govt. rules as applicable from time to time.
  - vi) On Termination of the contract of a vehicle, "AAAL" shall stop payment of Monthly Hiring basis Rentals in respect of that vehicle from the date of termination of the contract.
- 20.0 Recovery of Sum Due:**
- i) Whenever under the contract, any sum is recoverable from the service provider; "AAAL" shall

be entitled to recover such a sum by appropriating in part or full from the SD already deposited by the service provider.

ii) In the event of the said SD being insufficient, the balance or the total amount recoverable, as the case may be, shall be deducted from any sum due to the service provider under this contract. Should this amount also be insufficient to cover the amount recoverable, the service provider shall pay to "AAAL", the balance amount, if any within 30 days of the demand by "AAAL".

iii) If any amount due to "AAAL" is so set off from the SD, the service provider shall have to make good the said amount of the SD equal to the original value immediately and in any case, not later than 15 days of intimation sent by "AAAL"

**21.0 Interpretation:** In the event of any difference in the interpretation of any of the clauses of the LOI / agreement / Tender documents, the clarifications given by the "AAAL" shall be final and binding.

**22.0 Arbitration:** Any dispute or differences, whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope, operation or effect of the LOI / agreement or validity or the breach thereof, which despite best efforts cannot be amicably settled between the parties shall be referred to "SCOPE FORUM OF CONCILIATION AND ARBITRATOR – GOVT. OF INDIA, NEW DELHI" and the award made in pursuance thereof shall be binding on the parties to the arbitration.

**23.0 Jurisdiction:** The construction, interpretation, validity and performance of this agreement shall be governed by the law of India. Any disputes arising out of implementation of the Contract between "AAAL" and the service provider whatsoever shall be subject to the Jurisdiction of New Delhi / Delhi courts only.

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**Tender No. AAAL/Tpt/2022/**
**Dated: -----**
**Due Date: -----**

**Subject: Tender for hiring of vehicles for a period of 3 years for the use of officials of Alliance Air Aviation Ltd., at Delhi.**

### Financial Bid

<b>1.0</b>	Name & Address of the Tenderer		
<b>2.0</b>	Name of Contact Person with Contact details including e-mail ID:		
<b>3.0</b>	Company's Information i) PAN No. _____ ii) GST No. _____ iii) Two years experience Yes/ No iv) Turn Over 2019-20 _____ 2020-21 _____		
<b>4.0</b>	<b>FINANCIAL OFFER</b>		
	<b>Particulars</b>	<b>1 Year Old Vehicle</b>	<b>Brand New Vehicle</b>
<b>4.1</b>	<b>Monthly Hiring Rental for a period of 3 years extendable by 2 years subject to satisfactory execution of contract for total of 90 Thousand Kms. With fuel 60ltr per month Insurance and maintenance</b>		
4.1.1	Vehicle type: Maruti Suzuki Swift Dzire Petrol/CNG Version medium Model		
4.1.2	Maruti Omni Cargo CNG version		
<b>4.2</b>	<b>Rates for extra per Kms after 90 Thousand Kms in 3 years</b>		
4.2.1	Vehicle type: Maruti Suzuki Swift Dzire Petrol/CNG Version Medium Model		
4.2.2	Maruti Omni Cargo CNG version		
<b>4.3</b>	<b>Discount rates for short per Kms less than 90 Thousand Kms in 3 years</b>		
4.3.1	Vehicle type: Maruti Suzuki Swift Dzire Petrol/CNG Version Top Model		
4.3.2	Maruti Omni Cargo CNG version		
<b>4.4</b>	Applicable GST		

**NOTE: L-1 BIDDER SHALL BE DECIDED BASED ON THE LOWEST QUOTED RATES FOR ITEMS MENTIONED AT 4.1. ABOVE.**

- 5.0** **Inclusions:** The quoted/agreed for hiring of vehicle shall be inclusive of Capital cost of vehicle(s), all Govt. Taxes / Levies, Insurance, depreciation, cost of Finance,60Liters fuel per month on actual rates, Fleet Management cost, Fleet Management Service charges, supervision / monitoring cost, repairs – routine and accidental etc.
  
- 6.0** **Exclusions:** The **GST** (including education cess) on applicable rates is excluded. This would be paid, if applicable, together with the monthly bills as applicable from time to time. Driver will be provided by AAAL.
  
- 7.0** **Validity of Rates:**
- 7.1** Rates agreed to in the Contract shall remain firm for entire contract period including extensions, if any and no request whatsoever for further price escalation on any ground will be entertained during the Contract period.
  
- 8.0** **Undertaking:**
- 8.1** We have carefully gone through and have understood the General Terms & Conditions, Work scope and Specifications governing the tender and would abide by the same.
- 8.2** The Financial Bid will be valid for 120 days from the date of opening of Tender. However AAAL may extend this period.
- 8.3** It is hereby confirmed that I am authorized to sign the tender document.
- 8.4** All the pages of the Financial Bid (Annexure-A) i.e. Page 1 to Page 2 and any overwriting are signed.

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

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

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

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



### Bid Security Declaration Form

(On Company Letter Head)

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To

**Chief of Operation**

**Alliance Air Aviation Limited,**

**Alliance Bhawan,**

**IGI Airport, Terminal 1, New Delhi.**

I/We the undersigned declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration:

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

- a) Have withdrawn/modified/amended, impairs or derogates from the tender, my / our Bid during the period of Bid validity specified in the form of Bid: or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail to execute the contract, if required, or (ii) fail to furnish the Performance Security / Security Deposit, in accordance with the instructions to Bidders.

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

Signature

(of person whose name and capacity are shown)

In the Capacity

(Legal Capacity of person signing the Bid Security Declaration)

Name:

(Complete name of person signing the Bid Security Declaration)

Authorised to Sign the Bid for and on behalf of (Complete name of the bidder)

Date on \_\_\_\_\_ day of \_\_\_\_\_ (Date of Signing)

Corporate Seal