



एअर इंडिया एक्सप्रेस लिमिटेड

**Air India Express Limited** (Formerly Air India Charters Ltd.)

First Floor, Old Operations Department Bldg, Old Airport, Santacruz (East), Mumbai -400 029.

AIR INDIA EXPRESS LIMITED

**Sub: Tender for DRY B737 Simulator Training for Pilots Air India Express (Low cost scheduled airline of Air India Limited).**

Sr. No.	PARTICULARS	DETAILS
1.	Name of the Work	Provisioning of DRY Simulator slots for Air India Express (Low cost scheduled airline of Air India Limited).
2.	Period of contract	Three Years (extendable for a further period of 3 years on same terms and conditions and another 2 years on mutual consent).
3.	Last date, time and place for receipt of bids	<b>06 August 2018 at 1600 hrs IST</b> Addressed to: Chief of Materials Management, MMD, Room No 123, Air India Express Ltd, First Floor, Old Operations Building, Old Airport, Kalina, Santacruz (East), Mumbai 400 029 India.
4.	Time and Date of Opening of technical bids	<b>07 August 2018 at 1100 hrs IST</b>
5.	Venue of Tender Opening	Chief of Materials Management, Air India Express Ltd, Room No 123, First Floor, Old Operations Building, Old Airport, Kalina, Santacruz (East), Mumbai 400 029 India.
6.	Validity of the Offer	180 days from opening of technical bids.
7.	Bid System	Sealed <b>Two Bid</b> System. Cover 1 – Technical Bid and Cover 2 – Commercial Bid as explained in this document duly superscribed as Technical bid / Commercial bid respectively. Both covers should be submitted in a <b>master envelope</b> duly superscribed as “ <b>Simulator DRY Slots - Air India Express Ltd - Tender No AIXL/SIMTRG-1/2018 dated 31 May 2018</b> ”



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## SUMMARY OF BIDDING INFORMATION

**Tender no: AIXL/SIMTRG-1/2018 dated 31 May 2018**

**Date of issue: 31 May 2018**

**Closing date of tender: 06 August 2018**

**1600 hours IST (Indian Standard Time)**

**Opening date of tender: 07 August 2018**

Dear Sir,

**Air India Express Limited (AIXL) invites proposals for DRY Simulator slots for training its cockpit crew**

AIR INDIA EXPRESS LIMITED (AIXL) incorporated under Companies Act 1956, is a fully owned Government Company under the administrative control of Ministry of Civil Aviation, Government of India invite offers from suitable service provider /ATO (Approved Training Organization) / vendors who could meet the requirement of DRY B737 simulator training for our pilots. Training will be imparted by AIXL Instructors.

1. Approved Training Organization ( ATO) duly certified by the country's regulatory authority approved to conduct DRY B737 training for pilots, having B737- 800, simulator/s with CFM 56-7engines, meeting EASASTD 1A- Level D or equivalent current certification including Cat III A/B fail operational system
2. Approved Training Organization ( ATO) duly certified by the country's regulatory authority approved to conduct DRY B737 training for pilots, having B737- 800, simulator/s with CFM 56-7engines, meeting EASASTD 1A- Level D or equivalent current certification ( without Cat III A/B fail operational system) only for profile training of ab-initio/conversion of pilots
3. ATO's approved by Indian DGCA for conducting such training.
4. Location (s) of TRTOs where such training is offered to be conducted.
5. (a) **FSTD/CRM(LOFT)/IR/PPC/Cat II/IIIA&B/Special Ops/Training for crew on as required basis (FFS-DRY Slots)-Cat IIIA/B with Fail Operational capability**  
(b) **Ab-Initio/Profile Training for pilots on as required basis (FBS/FFS DRY Slots) without**



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### Cat IIIA/B Fail Operational capability

6. Ab-Initio Training of pilots may be consisting of certain Fixed Based Simulator Sessions (FBS-DRY Slots)

### Approved Training Organizations are requested to send their offer for the following:

- (a) Per hour rate for Full Flight Simulator (FFS) and for Fixed Base Simulator (FBS) for DRY (without instructor) utilization. The costs must be inclusive of applicable taxes and should be so stated.

### Additional Requirements.

- Preferential Hotel rates if available.
- Assistance with Visa, pick up and drop to airport.
- Any provision of rebated tickets for pilots traveling for simulator training.
- ATO's who are approved for conducting such training by the Indian DGCA

For any clarification on the technical specifications, you may contact the following:

Chief of Training

Air India Express Ltd

Email: (i) [aixchieftrg@airindiaexpress.in](mailto:aixchieftrg@airindiaexpress.in)

(ii) [aixpresstrg@gmail.com](mailto:aixpresstrg@gmail.com)

LIST OF ANNEXURES			
Sl. no.	Particulars	Annexure	Page Nos.
1.	Pre-qualification Criteria	I	
2.	Submission of Commercial Bid	II	
3.	Undertaking for unconditional acceptance of Tender Terms and Conditions	III	
4.	Technical Bid form	IV	
5.	Authorization letter for attending bid opening	V	
6.	Non-disclosure agreement	VI	



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### **INSTRUCTIONS / INFORMATION TO APPLICANTS/BIDDERS**

1. Before submitting the bid, the applicant/bidder should carefully read the Tender document, terms & conditions of assignment and specifications.
  - (i) The applicant/bidder should complete the annexed form of Tender and information called for therein, and shall sign and date each of the documents.
  - (ii) The Tender shall contain a name with designation, address, Tel. No and email for communicating with the applicant/bidder in connection with the Tender.
  - (iii) Tenders as specified above in Envelope 1 and Envelope 2 should be submitted in a sealed envelope clearly indicating on top of the envelope **“Tender for DRY Simulator slots for training its cockpit crew“Tender No: AIXL/SIMTRG-1/2018”,** with name, designation, address and Tel. No and email for communications. Each envelope should be super scribed as Technical Bid & Commercial Bid.
  - (iv) The applicant/bidder whose tender is technically qualified as per the tender conditions shall be eligible for next process, i.e. Commercial Evaluation
2. No applicant/bidder shall submit more than one application/bid for the tender. If an applicant/bidder submits or participates in more than one application/bid, all applications/bids submitted by such applicant/bidder would be summarily rejected.
3. Bidders/applicants should thoroughly read 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 further. No column should be left blank or unattended. The documents of only those applicants/bidders, who fulfill all the eligibility criteria listed in this bid document, shall be considered for further evaluation.
4. Air India Express Ltd reserves the right to accept or reject any bid / offer without assigning any reason whatsoever and to annul the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder/s or any obligation to inform the affected bidder/s of the grounds for Air India Express Ltd’s action. Air India Express Ltd also reserves the right to extend the validity period of the Tender.



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I. TENDER SUBMISSION

- a) Tenderers are required to submit the Technical bid and Commercial bid in **Two separate sealed envelopes** as follows:

Envelope No.	Content	Marking on the envelope
1.	<p>Technical Bid together with the following documents:</p> <ul style="list-style-type: none"><li>(i) A covering letter on the Tenderer's letter head.</li><li>(ii) Annexure-I - Pre-Qualification Criteria.</li><li>(iii) Annexure III – Undertaking Certificate</li><li>(iv) Annexure IV – Technical Bid Form</li><li>(v) Annexure V – Authorisation letter for signing Bids.</li><li>(vi) Soft copy of the technical bid in a USB.</li></ul> <p>It is further clarified that <b>no commercial terms are to be mentioned in the technical bid</b>. In the event that any such terms are mentioned, the technical bid shall be disqualified and the Tenderer shall be disqualified from the tender process.</p>	<p>Sealed &amp; super scribed in bold. <b>Technical Bid for Tender for “DRY Simulator slots for training its cockpit crew”Tender No:</b></p> <p><b><u>AIXL/SIMTRG-1/2018</u></b></p>
02.	<p>Commercial Bid together with the following documents:</p> <ul style="list-style-type: none"><li>(i) A covering letter on the Tenderer's letterhead.</li><li>(ii) Annexure II – Commercial bid</li></ul> <p>The Commercial Bid of only those Bidders who are found technically suitable in evaluation of the “Technical Bid” will be opened. The time, date and venue of opening of commercial bid(s) will be intimated to only those Bidders who have qualified in “Technical Evaluation”. No correspondence in this regard will be entertained.</p>	<p>Sealed &amp; Super scribed in bold. <b>Commercial Bid forTender for “DRY Simulator slots for training its cockpit crew”Tender No:</b></p> <p><b><u>AIXL/SIMTRG-1/2018</u></b></p>





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- b) **Master Envelope:** The above two envelopes should be submitted in another master envelope in sealed condition, superscribed in bold with “**Tender for DRY Simulator slots for training its cockpit crew**” **Tender No: AIXL/SIMTRG-1/2018**” with name and address of the Tenderer, duly addressed and deposited in the tender box at the address mentioned below:

Chief of Materials Management  
Air India Express Ltd  
Room No 123  
First Floor, Old Operations Building  
Old Airport, Kalina, Santacruz (East)  
Mumbai 400 029, India

(I) CLARIFICATION OF BIDDING DOCUMENTS

- a) Tenderer's desirous to seek any clarification regarding filling up of the bids or any other reasonable query with regard to the Tender conditions etc. may do so by sending their queries, to the following officials for the respective subjects indicated against their names and name of the Tender, by e-mail to the following email ID's:

For Information on Commercial Bid/Tender process	Attention: Chief of Materials Management Email Id: (i) <a href="mailto:co.mm@airindiaexpress.in">co.mm@airindiaexpress.in</a>
For Technical information	Attention: Chief of Training Email Id: (i) <a href="mailto:aixchieftrg@airindiaexpress.in">aixchieftrg@airindiaexpress.in</a> (ii) <a href="mailto:aiexpressstrg@gmail.com">aiexpressstrg@gmail.com</a>

- b) It shall be the sole discretion of Air India Express Ltd, to respond to the queries it deems fit as pertaining to the subject matter of this Tender.

(II) BID OPENING

Authorized representatives of the Tenderers may be present at the time of opening of the bids. The said representative(s) must carry a letter of authority on the company's letter head duly signed by the company's authorized signatory for participation in the tender opening in the format given in Annexure-V. The name(s) of the representative(s) shall be sent to Air India Express Ltd, two days in advance of the date of opening of the bids by e-mail

(III) AMENDMENTS TO THE TENDER

Any change to the Tender schedule or any amendment/clarification to the Tender document will be reflected in the Tender notice on [www.airindiaexpress.in](http://www.airindiaexpress.in) in the form of a 'corrigendum'. Individual information will not be sent to the prospective Tenderers.



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(IV) GENERAL TERMS & CONDITIONS OF THE TENDER FOR SUBMISSION OF BIDS

- a) Submission of the bids in Hard Copies is a **MUST**, as per Air India Express Ltd current tender procedure. The two bids i.e. Technical Bid & Commercial Bid must be sealed in individual envelopes and then these two envelopes must be enclosed in a **single master envelope** (as mentioned above). Besides, the soft copy in a USB, of the TECHNICAL BID is to be enclosed in the technical bid envelope.
- b) Bids have to be sent only at the sole risk of the Tenderer. Bids received late, delivered at 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, etc. It is hereby clarified that bids sent only by the mode mentioned above shall be accepted by Air India Express Ltd. Bids sent by any other mode may be liable to be rejected.
- c) The bid submitted has to be complete in all respects including the prescribed format. All incomplete bids and bids in other than prescribed format would be liable for rejection.
- d) The Technical Bid should **not** contain any indication of the price. In case the price quoted is indicated in the Technical Bid, the Bid will be rejected without any reference to the Tenderer. No correspondence will be entertained in this regard.
- e) Bids should be neatly filled/ typed, duly numbered, bound, signed and stamped by an authorized signatory of the Tenderer. Unsigned Bids will be rejected. It is further clarified that any individual signing the Bid should certify the capacity in which he / she has affixed the signature.
- f) Bids shall be filled in English and all the erasures and alterations must be duly attested. Overwritten figures are not permitted. All correspondence and documentation related to the bid exchanged between the Tenderer and Air India Express Ltd, shall be in English language. The Contract to be executed with the Successful Tenderer shall also be in English.
- g) All financial quotes must be in INR / USD. For the purpose of comparison of commercial bid, to determine L1, the USD bid will be converted into INR. IATA exchange rate prevalent on the day of the opening of the commercial bid will be taken as the basis for comparative evaluation of commercial bid.
- h) The submission of a bid implies that the Tenderer has read the conditions of the Tender and is fully aware of the scope of work, specifications and project execution/solution implementation requirements.
- i) All information related to the price to be quoted by the Tenderer should be given **ONLY** in the Commercial Bid format as provided in Annexure V attached herein below. Any indication of price other than in the Commercial bid will warrant rejection.
- j) The Tenderer shall bear all costs associated with the preparation and submission of the Bids, including cost of presentations, demonstrations for the purposes of clarification/evaluation of the bids and negotiations with the Successful Tenderer, etc. Air India Express Ltd will not be responsible or liable for any such costs, regardless of the conduct or outcome of the bidding process.



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- k) Conditional offers are liable for rejection.
- l) Air India Express Ltd reserves the right to accept or reject, in whole or in part, all of the Bids, without assigning any reason whatsoever at any stage.
- m) The Technical Bid and Commercial Bid shall be rejected forthwith without evaluation on the following grounds:
  - (i) If the Bid (Technical and / or Commercial) has been received after the due date and time of the Tender.
  - (ii) If only the Technical Bid has been received and the Commercial Bid has not been received, and vice versa.
  - (iii) If the Bid (Technical and / or Commercial) has been received in a format other than as mentioned in the Tender or is incomplete and not fully filled.
  - (iv) Any reasons for rejection of bid as cited against any clause anywhere else in this Tender.
- n) The Bids must be valid for acceptance by Air India Express Ltd for a minimum period of 180 (one hundred and eighty) days from the date of opening of the Technical Bid.
- o) The price submitted in the Commercial Bid shall remain firm/ fixed for the entire term of the Contract.
- p) The 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 Commercial Bid, would not be accepted by Air India Express Ltd, after the closing date of the Tender for any reason whatsoever.

(V) EVALUATION OF TECHNICAL BIDS

- a) Bids of the Tenderers, which fulfill the pre-qualification criteria as defined in Annexure I will only be eligible / taken up for Technical evaluation.
- b) Tenderers should give an undertaking regarding acceptance of all the terms and conditions of this tender as per the format given in Annexure III.
- c) The Technical Bids would be evaluated for their 'Compliance to the Technical Requirement' of the Tender as indicated in Annexure I. Air India Express Ltd reserves the right at its sole discretion to seek any information (pertaining to the subject matter of this Tender), documents etc. from the Tenderer, as it may consider necessary for the purpose of evaluation of the bids.

(VI) EVALUATION OF COMMERCIAL BID

- a) The bids of technically qualified bidders would be eligible for Commercial evaluation. The date and time of opening of the Commercial Bids would be intimated in advance to the Tenderers who have qualified in the Technical Bid evaluation, and their authorized representatives (carrying the authority letter) only would be permitted to participate in the opening of the Commercial Bids.
- b) The Commercial Bids should be submitted strictly as per the format given in Annexure II only.
- c) The Commercial Bid with all inclusive cost has to be complete in all respects. No representation





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whatsoever would be entertained by Air India Express Ltd for inclusion of any other cost head/cost after the opening of the Tender. The format of the Commercial Bid is attached as Annexure II.

- d) L1 shall be determined on the basis of Annexure I considering the sum total of rates quoted under Part A& B inclusive of all rates, taxes and additional foreign allowance of crew.
- e) In case L1 fails to meet the requirement of Air India Express Ltd. For whatever reasons, AIXL will empanel L2, L3 and L4 in that order to fulfill the requirement of simulator slots.
- f) While quoting a Commercial Bid, in case of any variation in words and figures, the amount quoted in words will be taken as the final Total Project Cost.
- g) The detailed instructions on quote and calculations for determining L1 are mentioned in Annexure-V
- h) GST as applicable will be applied to the quoted rates for arriving at the total cost.

(VII) BILLING AND PAYMENT

- a) The billing will be on actual use of the simulator slots.
- b) No advance payment shall be made by Air India Express Ltd.

(VIII) **CONTRACT VALIDITY:**

Three years from entering into a contract at the same rates (renewable for further periods of 3 years on the same terms and conditions and another 2 years on mutual consent)

(IX) **CONTRACT SURVIVABILITY:**

In the event the successful bidder is acquired by, or merged with another company by operation of law, the terms and conditions of the contract resulting from this Applicant/bidder would remain in full force and effect with the acquiring company; provided that Air India Express Ltd shall be entitled to terminate the contract in such an event.

(X) PRICE NEGOTIATIONS

As it is not the general norm for Air India Express Ltd, to carry out price negotiations following evaluation of the Commercial Bids, the Tenderer's are advised to submit their best price quotes in response to this Tender. Air India Express Ltd however, reserves the right to carry out negotiations in exceptional cases with the Successful Tenderer, at its sole discretion.

(XI) TERMINATION CLAUSE

The Contract may be terminated under the following circumstances:

- a) In the event of deficiency in providing the Services contemplated herein, of the Successful Tenderer, Air India Express Ltd reserves the right to terminate the Contract with *60 (sixty) days' notice* and to claim damages from the Selected Tenderer. No liability shall be incurred by Air India Express Ltd in the event of the aforesaid cancellation termination of the contract.
- b) If due to any reason or decision of Air India Express Ltd, the Services are not required, the Successful L1Tenderer would be paid only for the Services satisfactorily completed up



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to the date of such discontinuation by Air India Express Ltd.

(XII) GOVERNING LAW

This Tender and Contract shall be governed by the laws of India from the time being in force. Any dispute arising out of or in respect of this Contract shall be subject to the Jurisdiction of Mumbai Courts only subject to the clause of "Settlement of Disputes".

(XIII) **INFRINGEMENT AND INDEMNITY**

The successful bidder shall be solely responsible and liable for the consequences arising out of violation of law, unauthorized access, and infringement of rights, loss or damage arising out of any act or deeds in connection with this assignment. Further Air India Express Ltd shall in no way be responsible and liable for consequences arising out of any type of factual/human/ technical errors and the consequences arising out of violation of law, unauthorized access, and infringement of rights, loss or damage arising out of any act or deeds in connection with this assignment.

(XIV) INSPECTION CLAUSE

Air India Express Ltd reserves the right to inspect the facility of the Tenderer and/or Successful Tenderer, at any point of time.

(XV) AWARD OF LETTER OF INTENT (LOI) and CONTRACT

The Contract will be finalized by the duly authorized officials of Air India Express Ltd, Mumbai.

(XVI) CONFIDENTIALITY

- a) The Successful Tenderer agrees that any confidential information received by it from Air India Express Ltd;
- (i) Shall be protected and kept in strict confidence, using the same degree of care and safeguards as it uses to protect its own confidential information of like importance.
- (ii) Shall not use the Confidential Information for any purpose other than to carry out its respective obligations under the Tender and Contract.
- b) On termination of the Contract (however such termination may arise) the Successful Tenderer shall deliver, to Air India Express Ltd all/any confidential information whether in the form of working papers or otherwise, any other material information provided or prepared by it pursuant to the Contract.
- c) The successful bidder shall execute a separate non-disclosure agreement with Air India Express Ltd before receipt of the LOI. A sample format is given in Annexure X

(XVII) INTELLECTUAL PROPERTY

The Successful Tenderer warrants that in providing the Services under the Contract, it shall not infringe the copyright design, right patent or any other intellectual property right of AIR INDIA EXPRESS LIMITED and/or of any third party and indemnifies Air India Express Ltd against any



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losses, damages, claims made against it arising from any such infringement of any intellectual property.

(XVIII) ARBITRATION

Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this Tender document or the validity or breach thereof, shall first be settled by mutual consultation. If the dispute remains unresolved after a period of 90 days from the date when the mutual consultation has started, then the unresolved dispute/difference shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996, and the award made in pursuance thereof shall be final and binding on the parties. The arbitral tribunal shall consist of a sole arbitrator to be mutually appointed by the parties. The venue of arbitration shall be Mumbai and the arbitration proceedings shall be carried out in English.

(XIX) FORCE MAJEURE CLAUSE:

- a) Neither the Successful Tenderer nor Air India Express Ltd (herein referred Party/Parties) shall be in breach of any obligation under the Contract if it is unable to perform that obligation in whole or part by reason of an event of Force Majeure.
- b) 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.
- c) For the avoidance of any doubt it is clarified that, payment obligations of Air India Express Ltd shall be excused due to an event of force majeure.

Thanking you,

Yours Faithfully,

Air India Express Limited

**Chief of Training**

**Air India Express**

**Mumbai**

**ANNEXURE – I**

**PRE-QUALIFICATION CRITERIA**

Bids of the Tenderers who fulfill the following pre-qualification requirements, and submit documentary proof thereof along with the technical bid, will only be eligible for evaluation of the technical bids.

The following are the pre – requisites of the Tenderer:

<b>Sr. No.</b>	<b>Requirements</b>	<b>Mandatory (Yes / No)</b>	<b>Tenderer's Compliance (Yes/No in words)</b>
1.	The vendor must be a registered company.	Yes	
2.	The Vendor should possess B-737-800 Level 'D' Simulator.	Yes	
3.	The simulator should have DGCA /EASA/FAA/ICAO Contracting State Approval.	Yes	

\*In case of foreign Tenderer's, applicable relevant documents validated/certified by their respective country's governing authority/laws to be submitted

## Annexure II

		<u>(Amount in USD/INR in figures)</u>	<u>(Amount in USD/INR in words)</u>	Remarks
<b>A</b>	<b>Fixed Costs</b>			
1	Cost of One Hour DRY Full Flight Simulator (FFS) Slot			<b>With/Without</b> Cat IIIA/B fail Operational capability
2	Cost of One Hour DRY Fixed Base Simulator (FFS) Slot			<b>With/Without</b> Cat IIIA/B fail Operational capability
<b>3</b>	Any Other Cost			
<b>B.</b>	<b>Variable Costs</b>			
1.	Preferential Hotel rates (if available)			
2.	Drop and Pick up from Airport (If available/provided)			
3	Visa assistance (if applicable/ provided)			

We have studied and understood the terms and conditions outlined in this tender and shall confirm the same.

Thanking you,

Sincerely,

Authorised Signature [In full]:

Name and Title of Signatory:

Name of Firm:

Seal:

Date:



Note:

- Only the sum total of rates quoted under Part A& B inclusive of all rates, taxes and additional foreign allowance of crew will be considered for determining L1.
- In case of USD quotes, the rate of exchange as prescribed by IATA as applicable on the date of opening of the bid will be taken into consideration for converting the rates, if required.
- In case of foreign vendors, GST at the applicable rates will be added to the quote to determine L1.
- Please specify the currency in the quote.

**General conditions:**

1. The Airline may negotiate the rates quoted under Part A& B for any specific assignment as deemed necessary.
2. All payments by Air India Express Ltd to the Service Provider shall be subject to deductions under Indian Laws & regulations from time to time.
3. The Commercial bid must be complete in all respects as mentioned in the tender conditions. The representation for inclusion of any other cost whatsoever will not be accepted by Air India Express Ltd after the bid submission date.
4. The tenderer shall submit a certificate of inclusion of all the items covered by the RFP in Commercial Bid. Exclusion of items covered in the RFP is not permitted.
5. The rates quoted will be valid for the entire period of the contract.

**ANNEXURE III**

UNDERTAKING CERTIFICATE  
(ON TENDERER'S LETTER HEAD)

To,  
Chief of Material Management,  
Air India Express Ltd  
Room No 123,,  
First Floor, Old Operations Building,  
Old Airport, Kalina, Santacruz (East), Mumbai 400 029  
India.

Dear Sir,

I/We hereby certify that, I/we have studied and understood the terms and conditions of the Tender **Ref No AIXL/SIMTRG-1/2018 dated 31 May 2018** for providing **DRY Simulator Slots** and agree to abide by the same unconditionally.

- 1) Having read the conditions of the **AIXL/SIMTRG-1/2018 dated 31 May 2018** for providing **DRY Simulator Slots** I/We qualify under the minimum eligibility criteria as stated in Annexure I of the said Tender and offer to undertake the Services contemplated therein in Annexure II in conformity with the conditions of the Tender.
- 2) I/We undertake to complete and deliver all the Services comprised in the Tender and more particularly Annexure II and agree to abide by the conditions of the Tender,
- 3) We undertake to sign the Non Disclosure Agreement as attached in the tender document before the issuance of LOI.
- 4) List of documents attached with the Tender:
  - a) Details of Tenderer
    - i) Name: .....
    - ii) Registered Address/Principal place of business address.....
    - iii) Website Address..... (If applicable)

b) Details of Authorized contact person

- i) Name: .....
- ii) Designation: .....
- iii) Phone No.: .....
- iv) Mobile No.: .....
- v) Email Address: .....
- vi) Fax No.: .....

Dated ..... day of....., 2018

Signature.....in the capacity of.....

Name.....  
.....

Is duly authorized to sign Tenders for and on behalf of.....

**AUTHORISED SIGNATORY**

Name of the Tenderer

Tenderer's Common Seal & Signature

**ANNEXURE – IV**

**Technical Bid Form**

Sr .No	Required details	To be filled by the Tenderer	Indicate the Page no. of the Proof enclosed
1.	Name of the Tenderer		
2.	Status of Tenderer ( Company / Consortium / LLC)		
3.	Name of Contact Person & Designation		
4.	Contact Details: Email id & Phone		
5.	Company Office address and address for correspondence		
6.	Details of the CEO of the Company (Name, Tel. E-mail)		
7.	No. of employees		
8.	Details of all offices (Please insert extra sheet to give details of offices – address, contact numbers etc. at all locations and employee numbers		
9.	Details of existing / previous customers for providing the tendered services along with proof.		
10.	Banker's details (Bank Name, address, Tel., E-mail)		
11.	References – name and contact details of any 2 customers you have worked with for similar projects.		
12.	Any other relevant information		

**ANNEXURE - V**

**AUTHORIZATION LETTER FOR ATTENDING TECHNICAL AND/OR COMMERCIAL BID OPENING**

To,

Chief of Material Management,  
Air India Express Ltd  
Room No 123 First Floor  
Old Operations Building, Old Airport  
Kalina, Santacruz (East), Mumbai 400 029  
India.

Dear Sir,

This is with regard to the **Tender Ref. No AIXL/SIMTRG-1/2018 dated 31 May 2018** having the Closing Date and Technical/Commercial Bid Opening Date, for attending the Technical / Commercial bid.

The following person(s) is/are hereby authorized to attend Technical/ Commercial Bid opening of subject tender.

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

Signature: .....

Authorized Signatory's Name and designation.....

Tenderer's Name and Common Seal .....



NOTE:

1. Permission for entry to the Hall where bids are opened may be refused in case authorization as prescribed above is not received within (2) days from the date of opening of the Technical/Commercial bid.
2. The authorized representatives, in their own interest must reach venue of opening well in time.
3. The authorized representatives must carry a valid photo identity issued by the Government of India or valid passport in case of foreign nationals. In the event such photo ID is not produced when demanded by Air India Express Ltd, for verification, the same may lead to denial of entry by Air India Express Ltd, for the purpose of bid opening.
4. Separate authorization letters would be required for Technical and Commercial Bid opening.

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**Annexure VI**

**NONDISCLOSURE AGREEMENT**

**(to be signed by the successful bidder)**

THIS AGREEMENT, made as on .....

BY AND BETWEEN

.....  
.....

AND

AIR INDIA EXPRESS LIMITED (herein referred to as "Air India Express Ltd "), a company incorporated under the Companies Act, 2013 having corporate id number Air India Express Ltd -CIN-U62100 MH 1971 GOI 0115328 and having its registered office at 21<sup>st</sup>floor, Air India Building, Nariman Point and its Corporate Office at Gandhi Square,DHRoad,Kochi.

WHEREAS

- A. Air India Express Ltd has appointed..... as its **provider for DRY Simulator Slots** on the terms and conditions set forth in the agreement executed between the parties in connection with performance of consulting services ("Services") for Air India Express Ltd ("Client"), each Party may be given access to information (in hard copy and/or electronic form, orally or in writing or any other form) that relates to the others past, present and future research development, business activities, products services and technical knowledge, which is identified by the disclosure as proprietary or confidential ("Confidential Information")
- B. For the purpose of this Agreement confidential Information" /, "Information" shall mean and include ( whether disclosed before or after the date of this Agreement), for example and without limitation, knowledge, know-how, processes, techniques, business operations, customer requirements, sketches, specifications, reports, studies, findings, data, plans or other record, customer (client) information, contacts, intellectual property, which information is designated orally or in writing to be confidential or proprietary which Recipient believes or reasonably should believe are confidential or proprietary information of the Owner.
- C. Both the parties are willing to disclose Confidential information (as 'Owning Party')and receive Confidential Information (as 'Receiving Party')on the terms and conditions set forth herein:
  - (1) The Confidential Information of the disclosure may be used by the receiver only in connection with performance or receipt of the Services and may only be copied or reproduced to the extent reasonably necessary for the receiver to perform its obligations;
  - (2) Each Party agrees to protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information. In case of information received by Air India Express Ltd, access to the Confidential Information shall be restricted to Air India Express Ltd (including such personnel employed by its affiliated entities), Ministry of Civil Aviation,

Parliamentary Committees, or agencies or committees of Government Of India as required by Air India Express Ltd, and other third parties approved by Air India Express Ltd, or any information is required to be disclosed at law;

- (3) All confidential Information made available by either party, including copies of the confidential Information, shall be returned or destroyed upon written request by the disclosure, provided that the receiver is allowed to retain such Confidential Information, subject to the terms of this Agreement, copies of client's confidential Information required for compliance with its recordkeeping or quality assurance requirements or firm retention policies;
- (4) The obligations of confidentiality and non-use in this Agreement shall not apply to the following types of information:
  - a. Any information which RECIPIENT can prove by documentary evidence is generally and conventionally available to the applicable trade through no act or omission of RECIPIENT or its agents;
  - b. Any information which RECIPIENT can demonstrate from its internal records was already in its possession prior to the disclosure of OWNER's Information;
  - c. Any Information which RECIPIENT obtains from someone else who did not obtain that information directly or indirectly from OWNER and;
  - d. is disclosed pursuant to the requirement of a governmental agency or any law requiring disclosure thereof, provided that disclosing party is provided with prior written notice of any such disclosure.

The above exceptions shall apply only if RECIPIENT notifies OWNER at least fifteen (15) days before any planned disclosure or use of OWNER's Information.

- (5) This Agreement does not convey any license or other rights to any aspect of OWNER'S Information, or under any patent or other intellectual property right relating to OWNER's Information. OWNER has no implied obligation to grant any such rights to RECIPIENT. RECIPIENT shall never claim to own any portion of OWNER's Information or any intellectual property rights in it.
- (6) RECIPIENT agrees to defend, indemnify and hold OWNER and its officers, trustees, agents, and employees, harmless against all costs, expenses and losses (including reasonable attorney fees and costs) incurred through claims of third parties against OWNER based as RECIPIENT use of the information. However, the indemnity under this clause shall be limited to one time fees paid to RECIPIENT.
- (7) RECIPIENT will inform OWNER if RECIPIENT discovers that someone else is making or threatening to make unauthorized use of OWNER's Information.
- (8) The signatories to this Agreement agree to cooperate fully and each party gives its covenant of good faith and fair dealing with respect to this Agreement. The parties hereto agree to bind themselves, their assigns and all associates, agents, employees and affiliated companies to the terms and conditions stated herein.

(8) This Agreement is not to be construed as to create an exclusive relationship between the Parties.

(9) The Recipient agrees that its obligations provided in this Agreement are necessary and reasonable in order to protect the Owner, its business and to prevent any third party claims. The Recipient expressly agrees that monetary damages would be inadequate to compensate the Owner for any breach by the Recipient of its covenants and agreements set forth in this Agreement. The Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the disclosing party, and that, in addition to any other available remedies, the Owner shall be entitled to obtain injunctive relief against the breach or threatened breach of this Agreement by the receiving party, without the necessity of proving actual damages.

(11) Any notices required to be given or which shall be given under this Agreement shall be in writing, and delivered by registered mail or facsimile transmission addressed to the parties at the addresses given above.

(12) The confidentiality provisions contained herein shall survive the term of this Agreement and remain in effect in perpetuity. This Agreement shall be interpreted according to the laws of India and will be subject to the jurisdiction of the courts at Mumbai.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this .....

.....

**Air India Express Ltd**

**SIGNATURE:**

**SIGNATURE:**

**NAME:**

**NAME :**

**TITLE :**

**TITLE :**

**DATE :.....**

**PLACE : Mumbai**