

**Request for Quotation (RFQ) Through
GeM Tender**

**“Hiring of Creative agency, Social Media Agency
for Alliance Air Aviation Limited”**

This is a Gem Tender Please participate on GEM Only

Gem Tender Reference No: GEM/2025/B/6171692

Bid End Date and Time: 16-05-2025 15:00:00

Pre-Bid Date and Time: 06-05-2025 11:00:00

Technical Bid Opening Date and Time: 16-05-2025 15:30:00

GEM Tender

OFFICE: Alliance Bhawan,
I.G.I Airport Terminal-1
New Delhi-110037

1	Date of commencement of Bidding Process	25-04-2025
2	Pre Bid meeting Date and Time	06-05-2025 (11:00 hrs.)
3	Last Date & Time of Submission	16-05-2025 (15:00 hrs.)
4	Date of Technical Bid Opening	16-05-2025 (15:30 hrs.)
5	Address for communication	Alliance Air Aviation Limited Alliance Bhawan, IGI Airport T-1, New Delhi-110037
6	FOR ANY QUERY	Mr. Yash Vardhan Singh Ph: 011-25672199 Email id:- mktg@allianceair.in

DISCLAIMER

This RFQ document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between Alliance Air and any successful vendor as identified by Alliance Air, after completion of the selection process as detailed in this document. This document does not constitute nor should it be interpreted as an offer from the Airline.

This document is meant to provide information only and upon the express understanding that the recipients will use it only for the purpose set out herein.

Alliance Air reserves the right of deviation or to change this document. Whenever any change, amendment, alteration or deletion in the terms of RFQ document is warranted it will be notified on Email by Alliance Air.

While this document has been prepared in good faith, neither Alliance Air nor any of its officers or employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.

This document constitutes no form of commitment on the part of the Alliance Air.

RFQ for hiring Social Media marketing, creative design agency for Alliance Air.**TERMS of REFERENCE (TOR) - WORK SCOPE & DELIVERABLES****1. Objectives:**

Alliance Air is looking for an external Social Media and Creative Agency or a group of agencies for handling Social Media marketing, creative design. This will be a 3 year contract.

Instructions to Agency

To work in close coordination and liaison with Alliance Air for an effective marketing Communication and Launch plan as per details below:

- a) To nurture & enhance the digital profile of Alliance Air, consistently with its effective content strategy.
- b) To manage digital perceptions and reputation of Alliance Air through active participation in social media.
- c) To effectively create, manage, develop and use the social media handles including existing Facebook, Instagram, LinkedIn, and Twitter accounts of Alliance Air with active postings of minimum 3 posts per day on each handles. Youtube page need to be created.
- d) Communicate with the Pan India social media audience and providing them with satisfactory resolutions.
- e) It will be important for selected agency to apply focused RnD approach in developing social media image of Alliance Air through influencers and high traction individuals on all social media platforms.

Work Scope (Work scope need to be accomplished by agency)

The primary responsibility of the Selected Agency will be as follows:

- f) Strategic content creation and creative designing keeping brand rules in mind.
- g) Analysis of Alliance Air operations with all aspects of its structure and functions from marketing perspective.
- h) Paid Images to be used from shutter stock or any other medium will be under scope of the agency.
- i) Close liaison and interaction with Influencers and opinion makers on all social media platforms.
- j) Create marketing campaigns, effective execution, and Monitoring social media, proactively with effective periodical reporting on Daily Basis.
- k) Create and publish creative's designed for public outreach and media relations.
- l) Conduct communication audit on the Alliance Air's messaging pertaining to external public, including media, important national and personalities and Govt. agencies for quick resolution of concerns raised.
- m) Manage social media to counter negative opinions online- Also manage online reputation of Alliance Air to create positive sentiment in market.
- n) Plan, strategies and execute digital communication through social media channels related to any crises or sudden developments including new flight launches, CSR initiatives or any other development shared by Alliance Air management.

- o) Social listening and Analytic to boost the reputation of Alliance Air through social media marketing channels and YouTube page.
- p) Advise any new initiative in concern to social media campaign strategy with consultation and approval of Alliance Air management.
- q) To depute a concerned dedicated person to interact with the AAAL PR team for regular updates.

a) Market Intelligence & Management Reporting

- r) Present a report on monthly basis covering total views, likes shares and actual conversions.
- s) Produce a comprehensive report at the end of each campaign giving a detailed analysis of the coverage on Alliance Air through social media handles.
- t) Implementing Market intelligence and research during creative design, execution, and management of individual marketing campaign in consultation and approval of Alliance Air.

b) Crisis Communication in the event of an emergency or similar nature

- u) Prepare a proactive strategy, Standard Operating procedures and templates to manage the crisis arising out of operations, launch, mishap and others unavoidable scenario.
- v) Applying technical expertise in identifying the target audience for communication.
- w) Chalk out the key agenda and content of messages
- x) Design, implement and efficiently manage the marketing plan keeping in mind the desired result.
- y) Sharing of content snippet with briefs and results for sharing on other channels like website.
- z) Preparing impact reports of New initiatives, periodic sales, launch & Special focus to aviation enthusiast, regulatory bodies, governing ministry, CEO- Alliance Air and all important stake holders in highlighting achievements and showcasing milestone events.

c) Any other marketing activity entrusted as and when required

- aa) The selected bidder will also be required to:-
 - bb) Watch on all newspaper reports, magazines, aviation journals and other publications on ALLIANCE AIR, its operations, its administration and its working in general, whether in India or international publications that have representation in India and bring to the notice of ALLIANCE AIR all such reports at regular intervals.
 - cc) Render ideas and suggestion in the preparation of video creative ads and other audio-visual projects, as and when required for all social media marketing channels.
 - dd) Elicit public opinion on all issues involving ALLIANCE AIR, analyze the same and suggest consequential action.
 - ee) Perform all other marketing activities as the circumstances may from time to time require for imparting a positive brand image in favor of ALLIANCE AIR.
 - ff) Highlight the objectives and achievements with a view to positively influence opinion leaders through initiatives taken by Alliance Air Management originating from Seminars, Conferences and Presentations, whenever required.

Ref Tender No. AAAL/MKT/2025-26/16

Date: 25/04/2025

- gg) The Selected Bidder's team shall be accessible at all times (24X7) and will ensure that all special requests are processed within the minimum time required. In case of any significant development that may require special mobilization of resources, the Selected Bidder shall activate additional support systems within one working day.
- hh) All marketing communication- Image/ Graphic/ GIF/ Video/ Text or a combination of such in drafting of messages to be hosted on social media platforms with the approval and consultation from Alliance Air.
- ii) The bidder should also be able to attend Alliance Air's activities for content creation for social media handles as and when required.

PRE-QUALIFICATION CRITERIA
Mandatory Minimum Eligibility Criteria

Proposals of the Bidder Applicants who fulfill the following pre-qualification requirements, and submit documentary proof thereof along with the Technical Proposal, will only be eligible for evaluation of the Financial Proposals. Bidder Applicants are required to indicate the compliance status for each of the PQ criteria by stating Yes or No. The documentary evidences as required be attached with this annexure in sequence of the criteria. No to any one of the criteria could result in disqualification of the bid as these are mandatory PQs.

PQ Criteria	Pre-Qualification (PQ) Eligibility Criteria- MANDATORY REQUIREMENTS	PQ Criteria –Key Minima benchmark	Documentary evidences certified to be attached with the Technical Proposal for the relevant PQ criteria compliance	Yes/No
1	Bidder Applicant in its present name should have been in continuous existence in the business of creative designing/Social Media/ Internet marketing/Primitive media like TV, RADIO and PRINT for a multinational company and/or company of national repute.	3 years' experience in PR, Social/Digital/Offline Media Management Agency business, such period to be counted backwards from Dec 2022	Submit self-certified copies of documents on Bidder Applicant's own name on the Letterhead of Bidding entity under Signature and Stamp of the CEO of the entity attaching the following documents to fulfill each of the PQ requirements as under:-	
			i. Business registration documents such as from Registrar of Cos., Registrar of firms, etc., and	
			ii. Bidder Applicant to provide (self-certified) client listing support for the said period along with digital creative and campaign details.	
			iii. A write up (on Bidder Applicant's letterhead self- certified) about the company / firm, its standing and past work done. (Not exceeding 2-3 pages).	
2	The Bidder should have full-fledged functional offices under its own name with adequate infrastructure, resources including PR qualified, skilled and experienced manpower in Any where PAN India to cater to the marketing requirements.	Functional Office in India for last 3 years	Self-declared Certificate with documentary proof (such as certified copies of Registration under Shops & Establishment, taxes registration copy, Space lease rent agreement) in support of such infrastructure available at each of these locations be provided.	

Ref Tender No. AAAL/MKT/2025-26/16

Date: 25/04/2025

3	The Bidder should have handled or should be handling social media / PR /Marketing accounts of a company of repute for a continuous period of 2 (two) years, with minimum project value of 5 lac.	Min. Two (2) Social Media and PR assignments of Rs.15 lacs/p.a.- PR Agency assignments in last 2 years.	Copy of the engagement letters issued to the Bidder Applicant in support of the claimed experiences.	
4	The tenderer should have a minimum average annual turnover of Rs.30 Lakhs during the last three financial years (2022-23, 2023-24, and 2024-25).		A certificate duly signed by a Chartered Accountant should be submitted in support of the same.	
5	Experience in handling PR/ Marketing activities for multinational, top corporate, airlines, hospitality, travel and tourism sector clients.	Min. Two (2) Social Media and PR assignments of the type specified	Supporting document to be provided.	
6	The Bidder must have a Permanent Account Number (PAN)		Attach a copy of the self-certified PAN registration card, to be submitted	
7	The Bidder must have a currently valid GSTN, and a copy of the GST Registration is to be submitted.		Attach a copy of the self-certified GST registration certificate with the locations of each state in which registered, to be submitted	

- jj) Documents required in support of pre-qualification should be submitted along with the PQ Form (same details might have been asked in Technical Bid also, but separate copy of details are required with the pre-qualification also.)
- kk) Alliance Air reserves the right to call for clarification / submission of additional documents, if considered required by Alliance Air, from the Bidder Applicant for evaluating the PQ criteria. Such information/additional documents for the purposes would need to be provided to Alliance Air within such timeframe as indicated in Alliance Air's request in this regard. If such information/additional documents are not received by the stipulated deadline, Alliance Air would evaluate the bid on the basis of the information/documents available with Alliance Air.
- ll) Non-fulfillment of the aforesaid pre-qualification criteria and not providing any of the requisite documents stated above for enabling evaluation or furnishing incomplete/incorrect submissions as per the above list would lead to disqualification of such Bidder Applicants bid and no correspondence whatsoever would be entertained by Alliance Air in this regard.
- mm) Alliance Air reserves the right to independently verify/evaluate the information submitted by the Bidder Applicants and the decision of Alliance Air taken in that regard shall be final, conclusive and binding upon the Bidder Applicant.

Financial Bid Format:-**Creative Designing, Social Media Marketing and strategy**

Activity	Details	Rate(Rs.)
Creative, design and content creation	<ul style="list-style-type: none"> Developing social media content, creative and product stories/reels ensuring a powerful brand expression. 3 posts per day & 2 stories/reels per day. Ensuring approved content is shared to achieve high user engagement across social channels. 	
Effective social media campaign. (Facebook, Twitter, LinkedIn, Instagram and Youtube, etc):-	<ul style="list-style-type: none"> Develop & Implement a specific media plan to target end consumers geographically and key stakeholders as per individual social media channel to ensure – <ul style="list-style-type: none"> i. Content reach ii. Drive traffic to web/mobile destination iii. Brand visibility Campaigns to engage end users and key stake holders based on Alliance Air brand strategy, product promotions, product Launch, new initiatives, etc. Audio- video & static post should be in the ratio of 1:3. Organic engagement rate @ 5% minimum. 	
Response Management:	<ul style="list-style-type: none"> Developing response management framework creating first level responses. Adhering to SOP'S/ standard templates as defined by the Alliance Air. Detailed weekly social media handle report with sentiment analysis specific to product and service notifying likes, shares, forwards and followers report. Takedown malicious, defamatory content which are derogatory for the image of the Alliance Air etc, monitoring conversations, feedback received. 	

Note:- To be filed as per Gem Guideline.

Force Majeure Event

- a. Neither the Service Provider nor AAAL (collectively "Parties" and individually "Party") shall be in breach of any obligation under the Contract if it is unable to perform that obligation in whole or part by reason of occurrence of Force Majeure Event.
- b. Force Majeure Event means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity, but not including seasonal rains) or events such as a war, strike, riots. The affected Party shall give immediate notice in writing of occurrence of a Force Majeure Event as soon as it occurs (in any case not later than 5 (Five) days of information about the occurrence of such an event becoming known to such Party) and shall thereafter keep the other Party informed of the continuation or termination of such event as soon as possible (and in any event within 3 (Three) days of the continuation or termination of such event).
- c. 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.
- d. The Party so affected shall take all reasonable steps to remedy the failure and reasonably allocate its available resources, giving priority to perform its obligations under the Contract and to keep the other Party informed of the steps being taken to mitigate the effects of an event of force majeure.
- e. If the performance in whole or in part or any obligation under the Contract is prevented or delayed by any reason of subsistence of a Force Majeure Event for a period exceeding 90 (Ninety) days, either Party may at its option terminate the Contract without any financial repercussion on either side.
- f. Notwithstanding the punitive provisions contained in the Contract for delay or breach of Contract, the Service Provider would not be liable for imposition of any such damages so long as the delay and/or failure of the Service Provider in fulfilling its obligations under the Contract solely attributable to the occurrence of a Force Majeure Event.

GENERAL TERMS AND CONDITIONS

1. General Terms

a. General Instructions-

- i. Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Social Media and PR Agency are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the assignment, it may participate in the Selection Process in response to this invitation. The term applicant (the "Bidder Applicant") means the Social Media and PR Agency. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- ii. Bidder Applicants are advised that the selection of Social Media and PR Agency shall be on the basis of an evaluation by the Alliance Air through the Selection Process specified in this RFP. Bidder Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Alliance Air's decisions are without any right of appeal whatsoever.
- iii. The Bidder Applicant shall submit the proposal in Hardcopy (bound book form in A4 size) with all pages numbered serially with an index of submissions in the order listed at Checklist for RFQ submission.
- iv. Number of Proposals -No Bidder Applicant shall be entitled to submit more than one Proposal.
- v. All government rules and regulations will be applicable on this RFQ.
- vi. Alliance Air reserves the right to extend, cut short and terminate the contract without any explanation on the basis of performance.
- vii. Evaluation will be done basis the PQ qualification and then financial quote comparison, Alliance Air is free to calibrate and compare all quotes and its components, experience and necessary relevant experience before awarding one or more jobs in a section.
- viii. Alliance Air reserves the right to select all sections or part thereof.
- ix. From the applied section individual segments can be chosen or omitted before releasing the purchase order by Alliance Air.
- x. Alliance Air's Right to accept or Reject Any or All Quotations.

b. Contents of Bidding Document

The Bidder Applicant is expected to go through all the instructions, terms, forms and specifications of the RFQ document. Failure to furnish all information required by the RFQ document or submission of Proposal not substantially responsive to the RFP document in every respect will be at Bidder Applicant's risk and may result in the rejection of the Proposal.

c. Bid Prices

Bidder Applicants should quote rates which will be valid for the entire period of contract from the date of signing of contract. The charges indicated in Financial Bid should cover the manpower and all other costs connected with the performance of the required services under the arrangement of Social Media and PR Agency in this RFQ. Applicable Tax should be quoted separately. Alliance Air will not make any other payment towards the services except those indicated/quoted in the Financial Proposal.

d. Revealing of Prices

The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the Proposal except in the Financial Proposal. Otherwise it will lead to the Proposal being rejected.

2: INVITATION OF BIDS:

Alliance Air invites Two Bid Systems (Technical Bid & Price Bid) from the manufacturers/suppliers /distributor as per the technical specifications of the items.

3: SUBMISSION OF BIDS:

Participation in this tender is through Offline bidding only.

3: Security Deposit:

Once the Bidder/Applicant has been declared as Successful Bidder/Applicant as per the Tender process, the Successful Bidder/Applicant will have to deposit 5 % of the total value of the agreement for 1 year as Security Deposit on the day of signing of Agreement. This Security Deposit amount shall be forfeited in full in case the Successful Bidder/Applicant backs out or he fails to operationalize the Agreement within 45 (Forty five) days of the date of execution. This Security Deposit will be refunded once the Agreement is in force.

4: Dispute Resolution, Jurisdiction and Governing Law:**Dispute Resolution:**

- i) Any dispute arising between the parties in respect of the construction, interpretation, application, meaning scope, operation or effect of any terms of the Contract or the validity or breach thereof, shall first be settled by mutual consultation/discussion between the senior executives of the parties.
- ii) If the dispute remains unresolved after a period of 30 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, as amended from time to time, by a sole arbitrator. The parties shall mutually appoint the sole arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996.
- iii) Provided further, if the parties fail to appoint a sole arbitrator within 15(Fifteen) days of the invocation of the arbitration clause, the Delhi High Court shall appoint the sole arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996. Both parties shall bear their own costs of arbitration proceedings.
- iv) The seat and venue of arbitration shall be New Delhi, India and it shall be conducted in the English language.
- v) During the arbitration, the parties shall continue to fulfill their respective obligations under this agreement except for such obligations, which are the subject matter of the arbitration.
- vi) The arbitral award made in pursuance thereof shall be final and binding on the parties.

5: Invoicing and Payment Clause - MUST:

- a. The Social Media and PR Agency shall submit invoice within 45 days of completion of their work along with required documents / proof of completion of required deliverables and assignment for the invoiced amounts.
- b. The invoices and the supporting documents submitted by the Social Media and PR Agency shall have to be certified by Alliance Air designated official for these to be processed for the payment.
- c. Except as otherwise provided, all payments under the Agreement would be made (subject to applicable LDs, Penalties as per SLAs defined in the RFQ) by Alliance Air within 60 (sixty) days from the date of receipt of the certified invoices.
- d. No advance payment shall be paid under any circumstances.
- e. It is clarified that whenever under the Agreement any sum of money is recoverable from the Agency, Alliance Air shall be entitled to recover/deduct such sum from the payments of invoices submitted.
- f. All the information, data, reports and documents prepared under the assignments for Alliance Air under this RFP will be the property of Alliance Air and the selected entity shall provide soft copy in open format (MS-Word and

MS-Excel) for any use by Alliance Air.

- g. Applicable taxes to be added extra as applicable in the invoicing.

6: Lead Time/Penalties for delay/deficient/non-performance - MUST:

- I. Lead time will be of 7 days to be counted from the day of release of Letter of award of RFQ. In case of delay of lead time the applied penalty will levy. However if lead time is extended from Alliance Air no penalty will levy.
- II. The penalties would be applicable for delay in deliverables / deficiencies attributable to selected Bidder Applicant in the form of liquidated damages 0.5 %weekly of the invoice value for the delay/deficient/non-performance, subject to a maximum of the total contracted value.
- III. If the performance of the Selected Bidder is poor and/or not up to the mark for the deliverables, then the following penalty will be levied after 1 warning letters issued, each such letter notifying the potential penalty to apply, indicating their deficiencies for not sufficing the required return on investments and if no rectification is found or any improvement in performance is observed then deduction from the monthly billing will be carried out imposed as below:.
 - i) First Penalty 10% of the weekly amount of campaign value.
 - ii) On next instance, this penalty level to double.
 - iii) If there is no improvement in services after imposition of the two penalties, then necessary action will be taken by Alliance Air as per clause on early Exit / Termination.

7: Confidentiality/Non-Disclosure Agreement - MUST

The Social Media and PR Agency (and their employees/representatives) shall not disclose any part or whole of any document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by Alliance Air to any other person, unless Alliance Air gives permission in writing. The employees or the parties engaged by the Social Media and PR Agency in performing this contract will maintain strict confidentiality for all data/information which came into their possession during the course of execution of contract /consulting work. Bidder Applicants shall have to submit a signed Non-disclosure Agreement (with no amendments).

8. Conflict of Interest – MUST

- I. Bidder Applicant shall not have a conflict of interest that may affect the selection process. Any applicant found to have a conflict of interest shall be disqualified. In the event of disqualification, Alliance Air shall forfeit and appropriate the performance security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Alliance Air, inter alia, the time, cost and effort of Alliance Air including consideration of such Bidder Applicant's proposal, without prejudice to any other right or remedy that may be available to Alliance Air hereunder or otherwise. Also in event of any content posted by the marketing agency which is not vetted by Alliance Air, if questioned or challenged in court of law, the levied penalties will be imposed on the marketing agency/vendor.
- II. Alliance Air requires that the Bidder Applicant provides professional, objective, and impartial advice and at all times hold the Alliance Air interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
- III. Social Media, Marketing and PR Agency shall not accept for their own benefit any commission, discount, or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligations under contract, and the Agency shall use their best efforts that their personnel shall not receive any such payment.

(TO BE EXECUTED ON A STAMP PAPER OF REQUISITE VALUE)
MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is made and executed on this ____ day of _____2023 (“Execution Date”);

BY AND BETWEEN;

ALLIANCE AIR AVIATION LIMITED, a company incorporated under the Companies Act, 1956 and subsisting under the provisions of the Companies Act, 2013 and having its registered office at Alliance Bhawan, IGI Airport, Domestic Terminal-I, New Delhi- 110037 (CIN No.U51101DL1983GOI016518) (PAN No. AAACA1517B), and represented by its authorized signatory, Mr./Ms. _____, hereinafter referred to as “**Company**” (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-, executors, administrators and permitted assignees) of the **ONE PART**;

AND

_____, a company incorporated under the provisions of the Companies Act, 1956 and subsisting under the provisions of the Companies Act, 2013, [CIN●] [PAN●] having its registered office at _____, represented by its authorized signatory, (_____) [name and designation], hereinafter referred to as the “**Service Provider**” (which expression shall unless repugnant to the meaning and context thereof mean and include its successors, executors, administrators and permitted assignees) of the **OTHER PART**;

In this Agreement, hereinafter, the Company and the Service Provider shall individually be referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS:

- A. The Company is engaged in the business of providing passenger and cargo services, scheduled and non-scheduled, to and from various permitted destinations in India and abroad.
- B. Service Provider is inter alia an advertising agency which is in the business of among others, rendering services in the area of creating, implementing and managing digital and social media strategies and solutions. digital and social media marketing campaigns, creative services, SEO and SEM, e-mail, social media content including posts, blogs, influencer campaigns, response management & ORM, display banners, apps, gaming, webisodes, digital videos, animations and infographics, web and social analytics, having requisite skills, expertise and infrastructure to provide the “Services” (as defined in Annexure I) in a timely and efficient manner, as more particularly stipulated under this Agreement.
- C. The Company desires to increase its customer outreach and market penetration by using various marketing techniques and the Service Provider has represented that it has the requisite infrastructure and expertise to assist the Company by providing the Services..
- D. Accordingly, the Parties are desirous to enter into a comprehensive agreement, outlining the details of the terms and conditions for the Services to be provided and have agreed to enter into this Agreement on terms and conditions set forth hereinafter:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS

In this Agreement, except where the context otherwise requires, the following terms shall have the following meanings:

- (i) **“Agreement”** shall mean this Master Services Agreement and shall include any recitals, schedules, annexures, statement of work(s) or exhibits that may be annexed to this Agreement and agreed in writing by the Parties, and any modifications or amendments made thereto from time to time by the Parties agreed in writing.
- (ii) **“Applicable Laws”** shall mean any applicable statute, law, enactment, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, policy, permit, direction, directive, guideline, requirement, or any similar form of decision of, or determination by, or any interpretation having the force of law, by the Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or on the date of provision of the Services. **“Confidential Information”** shall mean all information or material disclosed by one Party to the other Party, directly or indirectly, in whatever form exchanged in the performance of this Agreement. Confidential Information shall include each Party’s non-public corporate, financial, legal and employee information, business model, business ideas, corporate plans, processes, strategies, business forecasts and competitive analysis, customer names and prospective names, investor information and all information concerning the business, products and platforms, intellectual property and business ideas, irrespective of whether the intellectual property is pending registration or registered under Applicable Laws. Exceptions to Confidential Information shall include information (i) generally available in the public domain prior to disclosure thereof or comes into the public domain otherwise than by disclosure of the Parties; (ii) already in possession of the Parties at the time of disclosure or lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; (iii) independently developed by either Party without reference of the Confidential Information provided by the other Party; and (iv) required to be disclosed by either Party under Applicable Laws or as per a court’s directive.
- (iii) **“Customer/End User”** shall mean the population of any area to whom AAAL need to target for promotion i.e. passengers, media houses, govt. & private organization.
- (iv) **“Dispute”** shall mean a dispute, difference, disagreement or question relating to this Agreement including to the performance of any obligation under this Agreement or any non-contractual obligation arising from or connected with the Services or this Agreement.
- (v) **“Disputing Parties”** shall have the meaning ascribed to it in clause 16.1.
- (vi) **“Effective Date”** shall have the meaning as ascribed to it in clause 3.1.

- (vii) **"Force Majeure Event"** shall mean circumstances which are beyond the reasonable control of the Parties affected including war, hostilities, revolution, riots, civil commotion, strikes, lockouts, acts of public enemy or belligerents, act of terrorism or crime including cybercrime epidemic, pandemic, endemic, fire, explosion, flood, earth-quake, element of nature, act of God or any act of Government or any other cause beyond the control of the concerned Party which could not have been foreseen or avoided by the exercise of due diligence of the concerned Party.
- (viii) **"Governmental Authority"** shall mean any national, governmental, State sponsored, provincial, local or municipal bodies, including any governmental, executive, legislative, judicial, administrative body or regulatory agency, department, authority, instrumentality, commission, board or statutory corporation or any corporation or other entity (including a trust), owned or controlled directly or indirectly by, any of the foregoing or any similar body
- (ix) **"Intellectual Property Rights"** shall mean and include all trademarks, service marks, logos, get-up, trade names, internet domain names, patent rights, rights in designs, copyright (including rights in computer software) and moral rights, database rights, utility models, rights in know-how, trade secrets and other Confidential Information, and all other intellectual property rights and proprietary data, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world together with all or any goodwill relating thereto which are held or beneficially owned by each Party.
- (x) **"Invoice"** shall have the meaning ascribed to it in Annexure I.
- (xi) **"Services"** shall mean and include the specific services to be provided by the Service Provider as provided in the Annexure I.
- (xii) **"SPOC"** shall have the meaning as ascribed to it in clause 7.
- (xiii) **"Statement of Work(s)"** shall have the meaning ascribed to it in Annexure I.
- (xiv) **"Term"** shall have the meaning as ascribed to it in clause 3.1.

In construing this Agreement:

- A. Headings in this Agreement are inserted for ease of reference only and shall not be interpreted contrary to the provisions therein;
- B. Reference to "this Agreement" in this Agreement means this Master Service Agreement as it may be amended from time to time on mutual consent of the Parties;
- C. The words "hereof", "herein" and "hereunder" and other words of similar import used in this Agreement shall be construed without limitation wherever the context so requires;
- D. Where the context so requires in this Agreement, words importing the singular number shall include the plural and vice versa;
- E. Reference to dates and times shall be construed to be reference to Indian dates and times;

- F. References to a person include a body corporate and an un-incorporated association of persons; and
- G. References to recitals, clauses and schedules are references to recitals, clauses and schedules of and to this Agreement.

2. SCOPE OF SERVICES

2.1 The Parties hereby mutually agree that the Service Provider shall provide the Services as set forth in individual Statement of Work ("Statement of Work") that shall be executed by the Parties under this Agreement and will be in the form as provided in Annexure ___ of this Agreement.

2.1.1 The terms and conditions pertaining to the performance of the Services and the scope of the Services availed by the Company by the Service Provider shall be set out in the respective Statement of Work/s executed between the Parties.

2.1.2 During the subsistence or term of this Agreement, if the Parties mutually agree upon any additional services that the Company wishes to avail and the Service Provider agrees to render, the Parties may record the scope and relevant terms, including commercials, of such additional service in separate Statement of Work. It is pertinent to note that the separate Statement of Work shall follow the same dispute resolution mechanism as is mentioned in this agreement.

2.1.3 The Statement of Work is an integral part of this Agreement and will be co-terminus to the term of this Agreement, unless explicitly agreed to in an applicable Statement of Work. In the event of conflict of any Statement of Work with this Agreement, this Agreement will prevail over any such Statement of Work to the extent of the conflict, unless explicitly mentioned otherwise.

2.2 ESCALATION MATRIX

2.2.1 In the event the Company wishes to raise an escalation on any activity or performance of the Service Provider, the following order of escalation shall be adopted:

- (i) Level 1: Immediate point of contact/ resource of the Service Provider. In case of an email, its copy shall be marked to the account SPOCs (Single Point of Contact). In case of a telephonic or in-person discussion, the immediate point of contact/ resource of the Service Provider shall be informed;
- (ii) Level 2: In case the issue has not been addressed to the Company's satisfaction, the account SPOCs shall be informed via email marking a copy of the communication to the Service Provider SPOCs manager.
- (iii) Level 3: In the event the Company feels the need to escalate the said issue to the highest level, the same shall be done by reaching out to the Service Provider's Client Leader/ Practice head.

2.2.2 In the event the Service Provider wishes to raise an escalation on any activity or performance of the Company, the following order of escalation shall be adopted:

- (i) Level 1: Immediate point of contact of Company via email, phone or an in-person meeting including other stakeholders from the Company as deemed necessary and appropriate for that information;

(ii) Level 2: In case the issue has not been addressed to the Service Provider's satisfaction, Company SPOCs placed at the next higher designation to the Level 1 contact (as deemed appropriate) shall be informed via email marking a copy of the communication to the Service Provider's key personnel and other necessary SPOCs from the Company.

(iii) Level 3: In the event the Service Provider feels the need to escalate the said issue to the highest level, the same shall be done by reaching out to the next level of authority as deemed appropriate. The Service Provider representative raising this level of escalation shall also involve a Sr. leader from its organization to initiate a dialogue and have the issue mutually sorted out between both the Parties.

3. TERM

3.1 The term of this Agreement shall commence on 1st July 2023 and shall be in force for a period of 1 year therefrom extendable to another year subject to performance. The Term of this Agreement may further be extended for such additional period as the Parties may mutually agree in writing unless terminated by Parties earlier in accordance with the terms herein.

4. CONSIDERATION AND TERMS OF PAYMENT

4.1 Service Provider shall be entitled to receive such charges as provided in Annexure I for Services rendered through the respective Statement of Works(s) duly executed between the Parties on submission of a valid, complete and correct invoice

4.2 The Parties hereby acknowledge that the charges as specified in Annexure I under this Agreement shall be exclusive of taxes, cess or levies, as applicable..

4.3 The invoice shall be submitted by the Service Provider on the last date of every month and shall be paid by the Company after proper verification of supporting documents. In the event that the Company, in good faith, disputes any of the invoices, the payment of such disputed portion shall be delayed until such dispute is resolved to the satisfaction of the Company. The Service Provider shall provide the necessary documentation for clearing the objections within [15 days from the date of issuance of the objections by the Company, failing which, the objections raised by the Company shall be deemed to have been accepted by the Service Provider.

4.4 Each Party shall be responsible for its own income taxes on net Income. The Company shall be entitled to withhold income tax, or any other taxation put forth by the Government of India from time to time, if any applicable with respect to any income / payment earned/ received by the Service Provider under this Agreement. The Company shall issue the certificate as required under the Applicable Law to the Service Provider evidencing the deposit of tax at source on amount payable/ paid to the Service Provider under this Agreement.

4.5 The Service Provider shall issue valid, correct and complete tax invoices and provide appropriate documents and fulfil all other obligations (including payment of taxes to the Governmental Authority) as stipulated under the Central Goods and Services Tax Act, 2017, Integrated Goods and services Tax Act, 2017 and applicable rules to enable the Company to avail the input tax credit of such taxes, paid by the Service Provider.

4.6 However, if the Company is unable to avail the input tax credit due to issuance of defective invoice by the Service Provider or the Service Provider's failure to fulfil its obligations (including payment of Taxes to the Government within the prescribed timeline as per the Applicable law) under this Clause or non-provision of any other requisite document, then the Service Provider shall immediately issue proper invoices to the satisfaction of Company and/ or provide the requisite documents, notwithstanding any such amount which the Service Provider shall be liable to pay due to the failure on part of the Service Provider.

4.7 The Company will not bear any loss on account of incorrect details furnished/captured by the Service Provider on the tax invoice, credit and/or debit note(s) such as taxable value, GST rate, HSN, place of supply.

4.8 The Service Provider shall promptly respond to all concerns of Company in respect of mismatch between details reported by vendor in its GST return versus the details furnished in the invoice shared with Company by the Service Provider.

4.9 All tax invoices, credit and/or debit note(s) which are in compliance with the GST law will be timely and correctly issued by the Service Provider to Company and reported by the Service Provider in its GST return within the timeline prescribed in the GST law.

4.10 The Parties agree that the vendor costs, such as resource cost, Email and SMS rates etc. will be calculated based on the actuals to the Company. The Parties further agree that any changes in the rates of the vendor costs shall be made only upon the Service Provider providing a prior notice of change in rates of the vendor costs within reasonable time and upon the approval of the Company to such change.

4.11 The Vendor agrees to indemnify and hold harmless at all times the Company against any losses suffered or incurred by it by the reason of Service Provider's failure to comply with the provisions of the GST Act/ Rules. In case of non-compliance on account of the Service Provider leading to denial of Input Tax Credit in the hands of Company, levy of interest and/or penalty to Company by the authorities will be recovered along with credit loss from Vendor.

4.12 Further, the Company also agrees to reimburse the Service Provider at actual within 30 (Thirty) days of raising the invoice for all out-of-pocket expenses in the event the Service Provider incurs any out-of-pocket expenses in providing Services to the Company.

5. OBLIGATIONS OF SERVICE PROVIDER

5.1 The Service Provider shall render the Services as set forth in the Statement of Work entered into between the Parties.

The Service Provider shall render all Services under the present Agreement and shall perform the Services with all due diligence, efficiency and economy, in accordance with the instructions of the

Company and ensure to protect and promote the interests of the Company

5.2 The Service Provider shall ensure that the Services at all times comply with and meet all the requirements of this Agreement, Good Industry Practice, Guidance and all applicable law, with effect from the Executive Date...

6. OBLIGATIONS OF COMPANY

6.1 The Company shall provide all information, approvals, accesses, support and the like in a timely manner as may be required by the Service Provider to discharge its obligations under this Agreement.

6.2 The Company shall adhere to the terms of payment as envisaged under this Agreement.

7. GOVERNANCE MODEL

For proper co-ordination between the Parties, both the Parties agree to appoint an individual as its Single Point of Contact (“SPOC”). All communication between the Parties, with regard to the Services under this Agreement shall be made through the SPOC. The SPOC of either Party will coordinate with the SPOC of other Party and will be the first escalation point for both Parties to resolve any issues related to execution of Services, delivery, invoicing, scheduling as well as the relationship as a whole under this Agreement. Both the Parties hereby agree that the decision of the SPOC, who shall be a senior designate, shall be final in all operational matters pertaining to the Services to be provided under this Agreement. Any change in the Party's SPOC will be communicated in advance to the other Party. It is however to be noted that in the event either party believes there a serious breach of this agreement which requires urgent interim resolution/measures from a judicial authority or a court, either party would not be bound to raise the issue with the SPOC of the other party, as is mentioned in this clause here in above.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Parties agree and acknowledge that the Intellectual Property Rights (including but not limited to trademarks, copyrights, patents, etc.) of the Company, shall always and solely remain vested with the Company who owns or is the rightful holder of the Intellectual Property Rights and under no circumstances shall the Service Provider claim any rights on such intellectual property of the Company who owns or rightfully holds it. The Service Provider shall only use such intellectual property of the Company in any manner approved/directed by the Company for the purposes of this Agreement.

8.2 Except for the rights expressly granted herein, this Agreement does not transfer any technology and Intellectual Property Rights belonging to the one Party in favour of the other Party, and all right, title and interest in the technology and Intellectual Property Rights (whether registered or not) of the one Party shall remain solely with the other Party.

9. USE OF ALLIANCE AIR AVIATION LIMITED'S NAME

9.1 The Service Provider and its employees, representatives, influencers or agents shall only use the Company's name in a manner approved by the Company in writing.

9.2 To the extent required under this Agreement, the Company authorises the Service Provider to use the Company's name for the sole purpose of giving effect to this Agreement and upon any conditions imposed by the Company in its absolute discretion.

9.3 The Service Provider or its employees, representatives, Influencers, or agents shall not directly or indirectly use the Company's name after the completion or termination of this Agreement without prior written permission from the Company and shall not cause to do anything that may cause injury to the reputation of the Company.

10. CONFIDENTIAL INFORMATION

10.1 Non-Disclosure: Each Party undertakes that it shall, at all times, maintain confidentiality of the Confidential Information disclosed to it by the other Party and shall not disclose or divulge the same or any part thereof to any third party without the prior written consent of the other Party except as set out in the Exceptions to Confidential Information hereinabove. It is expressly agreed that each Party shall institute reasonable safeguards and security policies for the adequate protection of Confidential Information of the other Party and take reasonable efforts to instruct its employees, consultants and such other persons having access to the other Party's Confidential Information to use such Confidential Information with the required degree of care and caution and at all times, to maintain and hold in strictest confidence, Confidential Information relating to the other Party. The obligations of this clause shall be valid during the tenure of this Agreement and 6 (six) months after the termination of this Agreement, regardless of the reasons for termination of this Agreement.

10.2 Non-Use: Each Party agrees to use the Confidential Information only for the purposes of performing its obligations under this Agreement.

10.3 Notification: Each Party agrees to notify the other Party promptly in the event of any breach of its security under conditions in which it would appear that the Confidential Information is prejudiced or exposed to loss.

10.4 Public Announcement: No announcements or other disclosures or discussions concerning this Agreement or any acts performed by the Parties in pursuance hereof shall be made by the Parties save in the form agreed to in writing in advance between the Parties or as required under Applicable Laws.

11. REPRESENTATIONS AND WARRANTIES

11.1 Each of the Parties hereto represent and warrant that:

(i) It is a company validly existing and has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has not obtained any notices from any authority whatsoever in relation to the validity of its existence as an entity qualified to carry on its business in accordance with its documents of incorporation;

(ii) It has, where applicable, obtained necessary approvals for executing this Agreement and the person executing this Agreement is authorized to execute this Agreement;

(iii) This Agreement constitutes a valid and legally binding obligation on it, enforceable against it in accordance to the terms herein;

(iv) There is no litigation, action, suit, investigation, claim, complaint, or other proceedings before any domestic/ foreign court, tribunal or Government Authority, that has been initiated and/ or pending against it or to the best of its knowledge of such Party threatened, against it, which questions the legality, validity, or binding effect of any provision of this Agreement or will restrict its performance or obligations under this Agreement and/ or any other documents contemplated hereby or thereby;

(v) It is not prevented from fulfilling its obligations under this Agreement by any agreement, contract obligation or understanding by any law in force or otherwise which in any way restricts or limits its right to enter into this Agreement or restricts its right or ability to perform its obligations under this Agreement;

(vi) It is in compliance with all Applicable Laws in respect of the conduct of its business, labor/ employee related legislations, the ownership of its property and execution of and performance of obligations under this Agreement and the other Party shall not be responsible for the same in any manner whatsoever;

(vii) All licenses, consents, registrations, permits clearances and any other requirement by any authority/ ies, under the Applicable Laws that are necessary for the due execution and delivery of and performance of obligations under this Agreement have been duly obtained and are and will remain valid and subsisting for the performance of the Services under this Agreement.

11.2 The Service Provider further represents and warrants that it has the required expertise, knowledge and infrastructure to deliver and perform its obligations under this Agreement in a competent and professional manner.

12. INDEMNITY:

12.1 The Service Provider its Affiliates and its and their officers, directors, employees, agents, successors and assignees hereby agrees to indemnify or cause to be indemnified the Company its Affiliates and its and their officers, directors, employees, agents, successors and assignees for any and all loss sustained/incurred by such Party on account of non-compliance and breach of this Agreement.

12.2 The Service Provider agrees to defend, indemnify and hold the other harmless from and against, any and all suits, actions and proceedings, claims (including reasonable attorneys' fees), liabilities, losses, damages, costs and expenses, arising directly in connection with breach of any of its obligations or representations herein.

12.3 Neither Party shall be liable to the other Party for any special, indirect, incidental, consequential, punitive, exemplary damages including but not limited to any loss of profit, loss of revenue, or reputation.

DATA PROTECTION/ DATA PRIVACY & SECURITY

13. Each Party shall be governed by the Data Protection obligations, that are in force presently in India and will be in force during the operation of this agreement.

DATA PRIVACY & SECURITY

13.1 The Service Provider may have access to data and Confidential Information provided by the Company, in the nature of data commonly described as personally identifiable information, solely for purposes of providing the Services. Both Parties shall comply with Applicable Laws with respect to security and protection of such personal data and information.

13.2 The Service Provider shall not be liable for any aspect relating to obtaining data consent from Company's customers, if applicable, and any escalation pertaining to the foregoing, will be solely addressed by Company and the Service Provider will not bear any direct or indirect liability in that regard including legal costs and compliances, provided that such liabilities do not arise due to any willful act or omission, solely and directly attributable to the Service Provider in performing its obligations hereunder and/ or under any applicable law and regulation

13.3 The service provider will not use the data available with it in the future for providing similar services for another party or for any other purpose.

14. TERMINATION OF AGREEMENT

This Agreement shall terminate on the occurrence of any of the following events:

14.1 Termination with Cause: Either Party may terminate this Agreement with immediate effect if:

- (i) the other Party materially breaches any term or condition of this Agreement and fails to cure such breach within 30 (thirty) days after receipt of written notice of such breach by the other Party;
- (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors;
- (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within 120 (one hundred and twenty) days of filing.

14.2 Termination without Cause:

- (i) In the absence of any cause by the other Party, either Party may terminate this Agreement after giving 90 (ninety) days prior written notice thereof to the other Party.

15. CONSEQUENCES OF TERMINATION

15.1 The termination of this Agreement shall not:

- (i) in anyway affect or prejudice any right accrued to any Party against the other, prior to such termination.

15.2 Upon termination of this Agreement:

- (i) The Service Provider shall forthwith cease to provide the Services as set forth herein;
- (ii) Undisputed payment obligations of the Company under this Agreement for Services provided till the date of termination will immediately become due and payable;
- (iii) Within 15 (fifteen) days of the termination of this Agreement, each Party shall return to the other Party all data and Confidential Information, which each Party may have provided to the other Party to carry out its obligations under this Agreement. Each Party hereby agrees that no copies of such Confidential Information shall be made or retained upon after the termination or expiration of this Agreement except as may be required to comply with any applicable legal or accounting record keeping requirement.

16. NON-SOLICITATION

16.1 Considering their respective obligations under this Agreement and exposure and access to Confidential Information of one Party to the other, the Parties hereby mutually agree, that during the term of this Agreement and for a period of 12 (twelve) months thereafter, either Party will not, except with the prior written consent of the other Party, directly or indirectly or in any manner whatsoever: employ, solicit, incite, canvass, encourage, assist or attempt to employ, solicit, incite, canvass, encourage, assist existing employees or consultants of either Party to terminate their respective contracts/engagements with the Party.

17. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

17.1 Dispute Resolution:

- (i) If any dispute or difference arises between the Parties in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement ("**Disputing Parties**"), the Disputing Parties shall endeavor to settle such dispute amicably within 30 (thirty) days thereof.
- (ii) If the Disputing Parties are unable to resolve the dispute within the said period of 30 (thirty) days, any Disputing Party can refer the dispute to a sole arbitrator, mutually appointed by the Disputed Parties. The objective to resorting to arbitration is to have an effective adjudication to the dispute.
- (iii) In the event of the Disputing Parties failing to agree on a sole arbitrator, DIAC should appoint an arbitrator. the appointment of arbitrator shall be in accordance with the procedure provided under the Arbitration and Conciliation Act, 1996 and subsequent amendments thereto.
- (iv) The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and subsequent amendments thereto. The arbitration proceedings shall be held in New Delhi, India and shall be conducted in the English language. The seat and the venue shall be New Delhi

(v) The award given by the Arbitrator shall be final and binding on both the parties. The parties to this Agreement shall jointly bear the cost of the arbitration proceeding and each of the parties shall bear the cost of their own representatives.

(vi) The provisions of this clause shall survive the termination of this Agreement.

17.2 Jurisdiction: This Agreement shall be subject to the laws of India. In the event of any dispute, the courts at New Delhi shall have the exclusive jurisdiction.

18. NATURE OF RELATIONSHIP

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency or employment relationship between the Parties hereto. It is specifically agreed that no Party shall have the authority to bind or make any representation or commitment on behalf of the other Party.

19. SURVIVAL

The clauses of this Agreement which by their nature are intended to survive termination of this Agreement shall remain in effect after such termination.

20. FORCE MAJEURE

If either Party is prevented, restricted, delayed, in the performance of their obligations under this Agreement by Force Majeure Events which are beyond the control of the Parties, the obligations of a Party which cannot be performed by reason of such Force Majeure Events shall remain suspended. Where such suspension carries on for a continuous period of over 3 (three) months, the Parties shall jointly review the situation and where possible, shall use their best efforts to resolve the situation in such manner as they may mutually agree. No Party shall be responsible for any damages, losses, claims, costs, expenses on account of any act of Force Majeure Events and any breach in performance arising there from shall not be deemed to be a breach of this Agreement. Payment in such instances to be made only for the completed jobs.

21. LIMITATION OF LIABILITY

The Service Provider agrees

In the event the Service Provider is liable to the Company for any matter arising out of or in any way relating to this Agreement, whether based on an action or claim in contract, tort, or otherwise under Applicable Laws, including clause 11, then the amount of damages recoverable against the Service Provider shall not exceed the Total fees paid by the Company to the Service Provider.

22. NOTICES

Any notice pursuant to this Agreement shall be in writing and either delivered personally under acknowledgement, or sent by certified or registered mail, or sent by a recognised courier or sent by electronic mail, with acknowledgment due. All notices and requests shall be deemed as given as of the day of receipt by the respective Party.

Such notice shall be sent at the address specified below:

To Service Provider	:	
		Kind Attention: Email:
To Company	:	ALLIANCE AIR AVIATION LIMITED Address: Alliance Bhawan, IGI Airport, Domestic Terminal-I, New Delhi- 110037 Kind Attention: Email: _____@allianceair.in

or such other address as either Party may inform to the other Party.

23. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties in relation to its subject-matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject-matter and no variation of this Agreement shall be effective unless reduced in writing and signed by or on behalf of each Party.

24. SEVERABILITY

If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Any terms and conditions of the Statement of Work that conflict with this Agreement shall be superseded by this Agreement.

25. WAIVER

No delay in exercising or omission to exercise any right, power or remedy accruing to either Party under this Agreement shall impair any such right, power or remedy or be construed to be waiver or acquiescence thereof, nor shall action or inaction of acquiescence by either Party in any such default, affect or impair any right, power or remedy of the either Party, in respect of any such default.

26. ASSIGNMENT

It is mutually agreed between the Parties that there shall be no transfer or assignment of this Agreement or any rights hereunder without the prior written consent of the other Party. It is mutually agreed between the Parties that if any portion of the Services to be rendered by the Service Provider under this Agreement is delegated/sub-contracted to its sub-contractor, then the liability of the sub-contractor shall be the sole responsibility of the Service Provider. .

27. COSTS

Except as otherwise agreed in between the Parties, each Party shall pay its own costs and expenses (including legal expenses) incurred in relation to the negotiations, preparation and execution of this Agreement. It is further agreed that stamp-duty and such other expenses as may be applicable shall be borne by the Parties equally.

28. AMENDMENT

Any provision of this Agreement may be amended if, and only if, such amendment is mutually agreed and is in writing and signed by both the Parties..

29. COUNTERPARTS This Agreement may be executed in 2(two) number of counterparts, and each such counterpart hereof shall be deemed an original document, however both the counterparts together shall constitute one Agreement.

30. THIRD PARTY This Agreement shall inure to the benefit of and be binding upon any successors and permitted assigns of the Parties hereto, provided, however, that the Service Provider may assign any of its rights or duties, liabilities and obligations, or delegate any of its duties or obligations, under this Agreement, or otherwise transfer its rights, duties, liabilities and obligations under this Agreement to any third party with the prior written consent of the Company.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN SIGNED AND EXECUTED BY THE PARTIES HEREIN BELOW ON THE AFOREMENTIONED DATE.

SIGNED AND DELIVERED by and on behalf of **ALLIANCE AIR AVIATION LIMITED**, represented by its Authorised Signatory, Mr./ Ms. _____ in the presence of:

1.

2.

SIGNED AND DELIVERED by and on behalf of _____,

represented by its Authorized Signatory, (_____),
in the presence of:

1.

2.

SCHEDULE A
STATEMENT OF WORK

TO

MASTER SERVICES AGREEMENT DATED [●] 2023

WHEREAS, _____ (_____/ "Service Provider") and **ALLIANCE AIR LIMITED** ("Alliance Air" / "**Company**"), had executed a Master Services Agreement dated [●] 2023 ("**MSA**") whereby _____ had agreed to provide services to the Company.

I. Applicability

This Statement of Work shall be applicable only to Indian Users / End Customers and in accordance with the terms and conditions of the MSA.

II. Effective Date

This Statement of Work shall be effective on and from 1st July 2023 to 30th June 2023.

III. Scope of Services

The Service Provider shall provide the following services under this Statement of Work ("**Services**"):

- 1) Creative Designing
- 2) Handling of Social media channels
- 3) Online reputation management

Please Note:- Description of the above work is mentioned below in Annexure-1.

IV. Exclusions

Services/ deliverables not explicitly mentioned in this Statement of Work shall be considered to be out of scope, which, upon mutual agreement between the parties, may be incorporated under the Statement of Work. .

V. Extension

VI. Any extension to the term of this Statement of Work or modifications hereto shall be subject mutual agreement between the Parties.. **Payment Terms**

- (i) In consideration of the aforementioned Services to be provided by the Service Provider to the Company, the Company shall pay according to the agreed rate plus taxes (after withholding TDS, as applicable) as fees to the service provider.
- (ii) The above commercials will be subject to statutory taxes as may be applicable from time to time and will be charged extra. Vendor costs such as resource cost, Email and SMS rates etc. are subject to change based on the vendor due to the fact that the vendor/telecom/server operators may periodically review their rates with or without notice. _____ will provide a notice of change in rates under such circumstances. Further, any increase in server capacity, if applicable, shall be charged at actuals to the Company.
- (iii) Any extension to the term of this Statement of Work or modifications hereto shall be subject to a revision in the commercials to be mutually agreed upon between _____ and the Company.

Ref Tender No. AAAL/MKT/2025-26/16

Date: 25/04/2025

(iv) Payment Terms: A consolidated invoice for the jobs completed shall be at the end of the month and all amounts are ***payable within 60(Days) days of the receipt of invoice.***

VII. Assumptions

1 It is presumed that the resource and support would be provided on a 24 X 7 basis as per the RFQ.

2 It is assumed that the resourcing, commercials, TATs/ SLAs and processes shall be revisited if the agreed scope is modified.

ANNEXURE I
SCOPE OF WORK AND COMMERCIALS
Scope of Work:

The primary responsibility of the Selected Agency will be as follows:

- a. Strategic content creation and creative designing keeping brand rules in mind.
 - b. Analysis of Alliance Air operations with all aspects of its structure and functions from marketing perspective.
 - c. Images to be used from photo-libraries or any other medium will be under scope of the Service Provider.
 - d. Liaison and interaction with Influencers and opinion makers on all social media platforms.
 - e. Create marketing campaigns, effective execution, and monitoring social media, proactively with effective periodical reporting on a Daily Basis.
 - f. Create and publish creative's designed for public outreach and media relations.
 - g. Conduct communication audit on Alliance Air's messaging pertaining to external public, including media, important national agency and personalities and Government agencies for quick resolution of concerns raised.
 - h. Plan, strategize and execute digital communication through social media channels/accounts related to any crises or sudden developments including new flight launches, CSR initiatives or any other development shared by Alliance Air management.
 - i. Advise on new initiatives with regards to social media campaign strategy with prior consultation and approval of Alliance Air management.
 - j. To depute a concerned dedicated person with the relevant skill set to interact with the AAAL PR team for regular updates.
- A. Market Intelligence & Management Reporting**
- i. Present a report on monthly basis covering total views, likes shares and actual conversions.
 - ii. Produce a comprehensive report at the end of each campaign giving a detailed analysis of the coverage on Alliance Air through social media handles.
 - iii. Implementing Market intelligence and research during creative design, execution, and management of individual marketing campaign in consultation and approval of Alliance Air.
- B. Crisis Communication in the event of an emergency or similar nature**
- i. Prepare a proactive strategy, Standard Operating procedures and templates to manage the crisis arising out of operations, launch, mishap and others unavoidable scenario.
 - ii. Applying technical expertise in identifying the target audience for communication.
 - iii. Chalk out the key agenda and content of messages.
 - iv. Design, implement and efficiently manage the marketing plan keeping in mind the desired result.
 - v. Sharing of content snippet with briefs and results for sharing on other channels like website.
 - vi. Preparing impact reports of new initiatives, periodic sales, launch & Special focus to aviation enthusiast, regulatory bodies, governing ministry, CEO- Alliance Air and all important stake holders in highlighting achievements and showcasing milestone events.
- C. Any other marketing activity entrusted as and when required**
1. Maintain a watch on all newspaper reports, magazines, aviation journals and other publications on Alliance Air, its operations, its administration and its working in general, whether in India or

Ref Tender No. AAAL/MKT/2025-26/16

Date: 25/04/2025

international publications that have representation in India and bring to the notice of Alliance Air all such reports at regular intervals.

2. Render ideas and suggestion in the preparation of video creative ads and other audio-visual projects, as and when required for all social media marketing channels/ accounts.
3. Elicit public opinion on all issues involving Alliance Air, analyze the same and suggest consequential action.
4. Perform all other marketing activities as the circumstances may from time to time require for imparting a positive brand image in favor of Alliance Air.
5. Highlight the objectives and achievements with a view to positively influence opinion leaders through initiatives taken by Alliance Air Management originating from Seminars, Conferences and Presentations, whenever required.
6. The Service Provider's team shall be available 24 X 7 and will ensure that all special requests are processed within the minimum time required. In case of any significant development that may require special mobilization of resources, the Service Provider shall activate additional support systems within one working day.
7. All marketing communication- Image/Graphic/GIF/Video/Text or a combination of such in drafting of messages to be hosted on social media platforms with the approval and consultation from Alliance Air.
8. The Service Provider should attend Alliance Air's activities for content creation for social media handles as and when required.

Activity	Details	Rate(Rs)
Creative, design and content creation	<ul style="list-style-type: none"> Developing social media content, creative and product stories/reels ensuring a powerful brand expression. 3 posts per day & 2 stories/reels per day. Ensuring approved content is shared to achieve high user engagement across social channels. 	
Effective social media campaign. (Facebook, Twitter, LinkedIn, Instagram and Youtube, etc):-	<ul style="list-style-type: none"> Develop & Implement a specific media plan to target end consumers geographically and key stakeholders as per individual social media channel to ensure— <ol style="list-style-type: none"> i. Content reach ii. Drive traffic to web/mobile destination iii. Brand visibility Campaigns to engage end users and key stakeholders based On Alliance Air brand strategy, product promotions, product Launch, new initiatives, etc. Audio-video & static post should be in the ratio of 1:3. Organic engagement rate @ 5% minimum. 	

Response Management:	<ul style="list-style-type: none"> Developing response management framework creating first level responses. Adhering to SOP'S/standard templates as defined by Alliance Air. Service Provider to be available 24/7 so that passengers get there query resolved within stipulated time. Detailed weekly social media handle report with sentiment analysis specific to product and service notifying likes, shares, forwards and followers report. Take down malicious, defamatory content which are derogatory for the image of Alliance Air etc, monitoring conversations, feedback received. 	
----------------------	---	--

Commercials:

Payment Term:

- Taxes(excluding TDS) additional
- Invoices will be raised at the end of each month
- All invoices are payable within 45 days of submission
- Additional integration efforts shall be charged extra as per the scope involved
- For adhoc and third-party charges, invoices will be raised as and when it's due or post completion of that committed deliverable, whichever is earlier.
- 3 rounds of changes/modifications/alterations will be accepted by _____ if sent within 48 hours. Beyond this, the job shall be considered as closed or as a new job.
- Any third party or outside photo-shoot and video shoot cost will be billed at actual above the monthly fee
- Any other content requirement on an ad-hoc basis will be charged as per the rate card

Key Assumptions:

- _____ shall comply with legal regulations applicable to the Republic Of India
- Event based automated campaigns/ journeys are not in current scope. which, subject to approval of the Company, shall be included and additional tools/ infrastructure may be needed in case such automated campaign / journeys are to be provided, for which separate and independent Statement of Work may be issued
- Any additional integrations not part of the initial scope, upon approval of the Company, may be included through separate and independent Statement of Works
- Appropriate KPIs will be defined to measure _____ performance – mutually agreed details to be part of the final contract
- Standard out of box reports & data as provided by the vendor to be used for campaign analysis and reporting purpose
-
- Work location is _____.
- Working hours to be Monday - Friday, 10.00 am IST – 6.00 pm IST, which includes a total of 1.00 hour of breaks like lunch/ tea/ snacks etc.

- Any deliverable not identified in this proposal including increase in the count (per month) of campaigns shall be treated as a Change Request. Any cost associated with this added scope to be agreed in writing between client and _____ prior to commencement of the said scope of work

Project Governance:

- _____ will identify a single point of contact (SPOC) at its end for entire duration of this engagement, in-addition to ensuring significant executive involvement for the success of the project.
- A fortnightly status report will be shared by the _____ team for discussion between Alliance Air and _____ teams.

Exclusion:

- Server hosting and gamification landing pages and coding backend is excluded
- Voiceover, photo shoot, video shoot and are excluded
- Any UI/UX or App work will be excluded
- Print proof and printing of the artworks is excluded (Physical deliveries of the artwork are excluded)
- Language translation other than English and Hindi will be extra as applicable
- Website design, Videos, are out of scope and if required can be scoped separately. Services/ deliverables not explicitly mentioned in this Statement of Work shall be considered to be out of scope and charged separately as mutually agreed by _____ and Alliance Air

Assumptions:

- Image bank would be provided by Alliance Air
- Alliance Air would give _____ the brief document before starting off any creative
- Brief document template would be mutually agreed by Alliance Air & _____.
- Banners creatives specifications would be provided by Alliance Air.
- Logo & related images of partners brands would be provided by Alliance Air
- SMS and emails would be in English language only, translation of the same will be subject to additional cost.
- Allocation of work to _____ personnel and any related escalations shall be routed by the Alliance Air management via designated client manager, operations manager and team lead.
- It is assumed that _____ shall work and deliver within the limitations set by the Alliance Air- _____ deliverables shall be a direct result of the same.
- Alliance Air shall be responsible for any licensing required in execution of Services for systems hosted within Alliance Air's environment.
- It is assumed that working hours for all Service Provider's Personnel shall be 24 X 7
- It is assumed that the resourcing, commercials, TATs/ SLAs and processes shall be revisited if the agreed scope is modified.

Terms & Conditions:

- Validity:** The validity of this proposal including the terms and conditions and pricing schedules shall be valid for a period of 30 (thirty) days from the date of this proposal

- **Enabling Success:** Both the Parties agree that time will be the essence of the proposed agreement to be entered into between the Parties pursuant to this proposal ("Proposed Agreement"). The scope of work under the Proposed Agreement shall be mutually discussed and documented by both the Parties. Both the Parties shall share all required information to make the work under this proposal/Proposed Agreement a success
- **Single Point of Contact:** Both the Parties shall nominate a Single Point of Contact ('SPOC') whose decision shall be final in all operational matters of the work under this proposal/Proposed Agreement
- **Effort Estimation:** The information furnished by the customer/client shall be used to estimate the team size and _____ would adhere to the same on a best effort basis. As both the parties would move forward with detailed implementation, the team estimated earlier may undergo changes. In the event if additional team members are required than planned, it shall be mutually discussed and signed off by both the Parties
- **Termination:** In case of any termination of this proposal/Proposed Agreement for any reason, the payment of fees to _____ shall be as per the services/efforts provided till that period; irrespective of the fact that the work for the milestone under progress has been completed (or) not
- **Project Start Period:** Post sign-off / approval of the Proposed Agreement, a duration of 10 working days would be required to start the project
- **Confidentiality:** _____ shall ensure all 'Confidential' information exchanged in course of the project shall be maintained confidential and shall not be disclosed to any third party. Any confidential information shall not be used against the interest of the customer/client at any time. All information in physical form (e.g., paper, CD media) shall be returned as and when demanded by the customer/client
- **Location:** Work shall be carried out from the office of _____.

Residual Knowledge: In any custom application development/ testing all code (source and executable) and documentation developed for the first time for the customer/client, shall be the property of the customer/client. However, _____ can use the 'residual knowledge'. Residual knowledge means ideas, concepts, know-how or techniques related to the project that are retained in the unaided memory of the _____ personnel who had access to information. A person's memory shall be considered unaided if he has not intentionally memorized the information for the purpose of retaining and subsequently using or disclosing it

- **Right to re-use:** In cases where already developed framework or part code or work product or product of _____ has been used to develop part or full of the application for the customer/client, _____ retains the right to use the framework or code or work product or product for any other customer/client. However, _____ confers a limited license to use the framework or code or work product or product to the customer/client for the project duration. This license to use, given to customer/client shall be meant for any maintenance/ sustenance activity within the scope of application proposed, developed and implemented by _____. In case of any product license, the customer/client shall adhere to License Terms

- **Team Composition:** _____ reserves the right to change team members/ personnel as it deems fit without impacting the quality or schedules of work undertaken. It also reserves right to use than agreed team strength
- **Quality:** _____ agrees to ensure that the quality of deliverables shall meet customer/client expectations and criteria for the same shall be mutually defined.
- **Consequential Damages:** Any consequential damages due to any defect in the work/ software provided by _____ shall be limited to rectifying the defect and no further liability can be imposed on _____
- **Survival:** Unless any of the terms and conditions are explicitly modified or deleted in the Proposed Agreement or purchase order or such other definitive documents or agreements to be executed between the Parties pursuant to this proposal, the terms of this proposal shall be considered to be accepted by the customer/client even if any such terms and conditions are not found in definitive documents
- **Limitation of Liability:** The liability of work performed under this proposal including any consequential loss shall not exceed the value of the project as has been stated in the proposal
- **Travel:** Any travel and accommodation to various locations/office for project required by team members, shall be charged separately at actual. Category of travel and accommodation shall be decided as per the travel policy of _____

Exit clause/Termination of the Agreement:

The Agreement may be terminated under the following circumstances:

- a. In the event of unsatisfactory performance of the Agreement / deficiency of service by the Social Media Agency, Alliance Air shall have the right to terminate the Agreement by giving one (1) month prior written notice.
- b. If there is a change in Alliance Air's requirement, Alliance Air will be entitled to terminate the Agreement by giving one(1) month's advance notice in writing.
- c. Six months' notice period by either party, such notice to provide the cause for termination.

Lead-time/Penalties for delay/deficient/non-performance:

- i. The lead time shall commence fifteen (15) days from the date of issuance of the Letter of Award for RFQ. In the event of any delay in meeting the lead time, 0.5% penalties will be imposed. However, if the lead time is extended by Alliance Air, no penalties shall be levied.
- ii. The penalties would be applicable for delay in deliverables / deficiencies attributable to agency in the form of liquidated damages, 0.5% weekly of the invoice value for the delay/deficient/non-performance, subject to a maximum of the total contracted value.
- iii. If, in the sole discretion of Alliance Air, the performance of the agency is deemed to be poor or unsatisfactory in meeting the deliverables, the following penalty shall be imposed after the issuance of one warning letter, which shall notify the potential penalty to be applied and indicate the deficiencies that have resulted in inadequate return on investments, deductions from the monthly billing shall be made if no rectification or improvement in performance is observed. The amount of such deductions shall be determined as follows:
 - i) First Penalty: 10% of the weekly amount of campaign value.
 - ii) On next instance, this penalty level will be doubled.
 - iii) If there is no improvement in services after imposition of the two penalties, then

necessary action will be taken by Alliance Air as per clause on early Exit/Termination.

iv) SLAs and Penalties details are indicated below

Service Level Agreement and Penalties

1. This document describes the service levels to be established for the various services offered by the agency as specified in the Work scope specifications. The agency shall be responsible to monitor and maintain the stated service levels to provide quality services in all respects.
2. The service levels applicable for various activities will be incorporated in the Contract between Alliance Air and the agency as service level agreement (SLA) and the same have been provided in the tables below. The service levels define the vendor's responsibility in terms of ensuring the timeliness and accuracy of services(including deliverables)under the Contract and have been broadly categorized as below:

3. SLAs-Timely Delivery

Definition	Time of delivery would be defined as the actual time taken to deliver various deliverables identified as part of the scope of work provided in the Contract. Regular and timely delivery is of essence to deliver the intended PR message to the target audience.	
Service Level Requirement	The service level requirements on account of timely delivery is that' All the deliverables defined as part of the scope of work have to be submitted regularly within the timelines provided in the Contract.	
Measurement of Service Level Parameter	Benchmark: Service levels shall be measured in 'Number of days' of delay from the date of submission Social Media management reports on weekly basis. Reputation Management report to be sent on daily basis. Tolerance level: Up to 2 incidents in a month allowed for similar work-scope areas/activity/tasks identified.	
Penalty for non-achievement Of SLA Requirement	Delays measured based on the above measure would attract a penalty per day as provided below:	
	Creative Designing:- 4 to 5 creative's daily Regular Social Media management reports: 5 percent of Organic engagement rate. Reputation Management report to be sent on daily basis.	0.5%ofthetotal Value of the Applicable months Billing per incident
	Monthly Digital Reports	0.5%ofthetotal Value of the Applicable months billing per incident
	The total penalty would be generated by the sum of the above and the number of days of delay. No cognizance would be taken of any fractions, i.e. periods less than a day (e.g. if the delay is for 12 hours or more, delay would be counted for 1 day only).Similar yardstick would be used for delays in other deliverables.	

4. SLA-Accuracy of Delivery

Definition	Accuracy of deliverables would be assessed interms of error/defects detected in the deliverables post their delivery to AAAL.
Service Level Requirement	All the deliverables defined in the Contract have to be submitted First-Time-Right.

Ref Tender No. AAAL/MKT/2025-26/16

Date: 25/04/2025

Measurement of Service Level Parameter	The service levels would be measured in terms of number of errors/defects for each of the deliverables/information/material as defined in the Contract. Tolerance level: Upto 2 incidents in a month allowed for similar work-scope areas/activity/tasks identified.
--	--

SLA-Deficiencies/Delinquencies/Inadequate services

Definition CONCLUSION:	Provisioning of Services at the places, time, manner as indicated in detail in the Work Scope.	
Service Level Requirement	The access and availability of the PR Agency services as per the terms of Agreement	
Measurement of Service Level Parameter	Services provided or not	
Penalty for non-achievement of SLA Requirement	If the Service Provider is not able to meet the above defined service level requirement, then any deviation from the same, delinquencies, deficiencies would attract penalties as provided below:	
	Service Provider Response during the office hours.	0.5% of the total value of the applicable months billing per deficiency.
	Other Deficiencies / delays / delinquencies for any other item indicated in detailed Work scope not covered in the above Illustrative list above	0.5% of the total value of the applicable months billing per deficiency

This Agreement is intended to provide Alliance Air with optimal services by the Service Provider and is intended to be a "living document". This document covers the service availability, the service levels etc., for SELECTION OF SERVICE PROVIDER. This agreement will serve as the foundation for continuous optimization of service level and performance measurement process throughout the term of the contract. Any modification to this document will be made upon mutual agreement of the parties.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN SIGNED AND EXECUTED BY THE PARTIES HEREIN BELOW ON THE AFOREMENTIONED DATE.

Signed and executed on this _____ DAY OF THE MONTH OF _____ IN THE YEAR _____

Bidder:	ALLIANCE AIR AVIATION LIMITED
By	By :-
Name:	Name:
Title:	Title:
Date _____	Date _____