



## REQUEST FOR PROPOSAL (RFP)

### Selection of a Professional Publishing Agency for In-Flight Magazine "DARPAN"

**RFP Reference No:** AAAL/RFP/MKTG/089

**Date of Issue:** 26/06/2026

#### **DISCLAIMER**

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

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

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

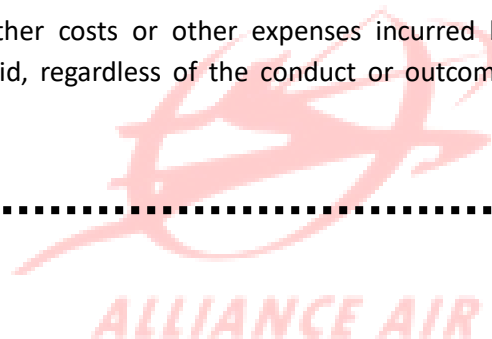
The information provided in this Tender to the Applicants is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AAAL accepts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

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

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

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

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



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**DATA SHEET (SUMMARY OF BIDDING INFORMATION)**

Sr. No.	PARTICULARS	DETAILS
1.	Name of the Tender	<b>REQUEST FOR PROPOSAL (RFP) Selection of a Professional Publishing Agency for In-Flight Magazine "DARPAN"</b>
2.	Period of contract	3 years, extendable on mutually agreed terms
3.	Last date, time and place for submission of Bids	<b>09/07/26, 1500 HRS</b>
4.	Time and Date of opening of pre-qualification and technical Bids	<b>09/07/26, 1530 HRS</b>
5.	Time and Date of opening of the Financial Bid	Time and date will be notified to all the Bidders after PQ and Technical Bid successful qualification, through E-mail
6.	Venue of Tender Opening	Bids will be opened at Alliance Bhawan, Domestic Terminal 1, Indira Gandhi International Airport, New Delhi-110037
7.	Validity of the Bids	180 days from the last day of submission of Bids
8.	Bid System	Sealed 2 Bid System. Envelope 1 – Technical Bid and Envelope 2 – Financial Bid as explained in this document duly super scribed as Pre-Qualification Bid/Technical bid / Financial bid respectively. All the two envelopes should be submitted in a master envelope duly super scribed as <b>"REQUEST FOR PROPOSAL (RFP) Selection of a Professional Publishing Agency for In-Flight Magazine "DARPAN"</b>
9.	Address of Communication	Alliance Air Aviation Limited,  Alliance Bhawan, Domestic Terminal-1,  Indira Gandhi International Airport,  New Delhi-110037

## 1. Introduction & Project Overview

Alliance Air, India's premier regional carrier, invites sealed bids from reputed and experienced publishing agencies for the end-to-end execution of its in-flight magazine, "**DARPAN**". The objective is to provide passengers with high-quality content while ensuring a sustainable, revenue-positive model for the airline.

## 2. Scope of Work

The selected bidder shall be responsible for the following:

### 2.1 Editorial & Content

- **Planning:** Creation of a bi-monthly editorial calendar.
- **Development:** High-quality content covering aviation, tourism, lifestyle, and culture.
- **Route Focus:** Dedicated coverage of Alliance Air destinations and "Regional Connectivity Scheme" (RCS) success stories.

### 2.2 Design & Production

- **Design:** Modern layout and graphic design in compliance with Alliance Air branding.
- **Specifications:**
  - **Frequency:** bi-monthly (06 issues per year).
  - **Pagination:** 48–64 pages (excluding cover).
  - **Language:** Bilingual (English & Hindi).
  - **Paper Quality:** [Insert GSM e.g., 100 GSM Maplitho/Art Paper].

### 2.3 Advertisement & Revenue Generation

- **Sales:** Complete responsibility for ad sales and lead generation.
- **Marketing:** Development of a professional media kit and rate card.
- **Partnerships:** Engagement with State Tourism Boards and corporate advertisers.

### 2.4 Distribution & Logistics

- **Physical:** Timely delivery and placement across the entire Alliance Air network and its bases.
- **Digital:** Creation of an interactive e-magazine with QR code integration for touchless access.

### 3. Eligibility Criteria

The bidder must meet the following minimum qualifications:

1. The bidder must have a minimum of 3 years of experience in publishing such magazines/books especially for Aviation Industry. The bidders must provide experience details in the form of past work orders of Aviation Industry, which should be not more than 3 years from the date of NIT.
2. The bidder must have average turnover of at least 5 crores over the last 3 financial years and should have positive net worth. The bidder must provide copies of last 3 year audited balance sheet for the same.
3. The bidder must have complete in-house team for auditorial design and sales. The bidder must have a working agreement with reputed printers in order to ensure the printing of the magazines. The bidder must provide all the details related to the same.

### 4. Commercial Terms & Revenue Model

Alliance Air seeks a **Zero-Cost or Revenue-Positive Model**.

- **Revenue Share:** Bidders must propose a percentage of gross advertisement revenue to be shared with Alliance Air.
- **Minimum Guarantee (MG):** Bidders may specify a Minimum Guaranteed amount payable to Alliance Air per issue or per annum.
- **Ad-to-Edit Ratio:** Recommended 40% Advertisement and 60% Editorial.

### 5. Annexures for Submission

#### Annexure I: Technical Bid Format

- **Section A:** Company Profile & Team Structure.
- **Section B:** Proof of Experience (Work Orders/Client Certificates).
- **Section C:** Proposed Creative Concept for "DARPAN" (Layout & Content Pillars).
- **Section D:** Distribution and Logistics Plan.

### Annexure II: Past Experience Table

Client Name	Project Title	Contract Period	Annual Revenue Managed

### Annexure III: Financial Bid Format (Sample)

The bidder should provide the financial quote in the following format:

Component	Proposal
Revenue Share to Alliance Air	[XX]% of Gross Ad Revenue
Annual Minimum Guarantee (MG)	₹ [Amount in Figures & Words]
Cost to Alliance Air	Zero / Nil

### 7. General Terms & SLA

- **Contract Duration:** 3 Years (Extendable based on mutual agreement).
- **Penalty Clause:** A penalty of 3% **per week** of delay in delivery (up to 20%) shall be applicable.
- **Jurisdiction:** All legal matters are subject to the exclusive jurisdiction of **Delhi Courts**.

### 8. Disqualifications:

- Any Bidder and/ or any of its director/s, who has been blacklisted or debarred from participating in any tender either by any Government agency or Corporation or any Public Sector Undertaking (in India or elsewhere) shall not be allowed to participate in the Tender.
- Further Bidders are subject to be disqualified if Bidder/Tenderer or any of its constituent partners/directors (as applicable) have:

- a. made misleading or false representation in the forms, statements, and attachments submitted which was/were discovered at any point either after the submission of the Bid or on/ before opening of the Bids or during the Bid evaluation process; or
  - b. records of poor performance since the time of its incorporation, as on the date of submission of Bid such as abandoning the work, rescinding of any contract for which the reasons are attributable to the non-performance of the Bidder/Tenderer, inordinate delays in completion, any history of litigation / arbitration awarded against the Bidder/Tenderer or any of its constituents or financial failure due to bankruptcy etc.
  - c. been debarred by AAAL or its affiliates as on the date of submission of the Bid.
  - d. Been into any kind of running legal dispute or arbitration in the past /present with AAAL or its associate/ parent companies within last 5(five) years.
  - e. A Bidder who submits more than one Bid will cause all the Bids with such Bidder's participation to disqualify.
- (iii). In addition to the above, AAAL shall be entitled to:
- a. reject the Bid or proposal for award of the Contract; or
  - b. rescind the Contract forthwith  
of such Bidder and shall blacklist the Bidder from participating in any tender issued by AAAL, without being liable in any manner whatsoever to the Bidder if AAAL determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practice in the Tender process.
- aa) In addition to the above mentioned remedies which AAAL shall have, AAAL shall:
- i. declare the said Bidder ineligible and blacklist such Bidder for a period of 1 (one) year.
- ab) In pursuance of this, AAAL defines, for the purposes of this provision, the terms set forth below as follows:
- i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Tender process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of AAAL who is or has been associated in any manner, directly or indirectly, with the Tender process or the LOI or has dealt with matters concerning the contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of AAAL, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging any person in respect of any matter relating to the LOI or the Contract, who at any time has been or is a legal, financial or technical adviser of the AAAL in relation to any matter concerning this Tender and/or the Contract, in any manner whatsoever, whether during the Tender process or after the issue of LOI or after the execution of the Contract, as the case may be;

- ii. **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tender process;
- iii. **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Tender process;
- iv. **"undesirable practice"** means establishing contact with any person connected with or employed or engaged by the AAAL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; and
- v. **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

#### **1. SUB-CONTRACTING:**

- 1.1 The essence of the Tender is that any sub-contracting or outsourcing of any of the services through any Third Party, will be with the prior written approval of AAAL and the implementation / accountability part will be under the sole responsibility of the Bidder and any deviation noticed in this regard, will be Financially evaluated and will be recovered from the Bidder. Furthermore, the Successful Bidder shall be responsible for any and all acts/ Commission & omissions of such sub-contractor.
- 1.2 In event, the Contract is sub-contracted or assigned in violation of terms specified hereunder or the Contract, AAAL reserves the right to terminate the Contract and/ or take appropriate action against the Successful Bidder/ claim damages/ any other remedies for breach of the Tender/ Contract.

#### **2. INDEMNIFICATION:**

The Successful Bidder ( the **"Indemnifying Party"**) agrees to indemnify, defend and hold harmless AAAL its respective officers, directors, employees, agents, representatives, successors, and permitted assigns (the **"Indemnified Parties"**), from and against any and all liability arising out of any claim, penalty, losses, damages or costs, actions, suits, demands, proceedings, expenses, property/ equipment damage, injury/death and/ or liabilities of any kind (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) suffered or incurred by AAAL including third party claims, arising out of or in connection with (a). material breach of terms of the Contract; (b). negligence, fraudulent acts or willful misconduct or the injury or death of any person or loss or damage to property caused by the Indemnifying Party's negligence, willful misconduct or fraudulent acts; and (c). violation of acts, applicable laws, rules and/or regulations. The Successful Bidder shall be liable to keep AAAL indemnified against any claim or claims whatsoever and

any liabilities that may arise on account of the Successful Bidder's failure to comply or adhere with any statutory obligations, legislation, regarding the laws governing intellectual property rights whether in India or any other country as applicable. AAAL shall be entitled to deduct any amounts to make good the above/any losses/expenses incurred by AAAL on account of such claims or liabilities.

### **3. Intellectual Property Indemnification**

- i. The Successful Bidder warrants that in providing the Services under the Contract, it shall not infringe the intellectual property including without limitation trademark, copyright design, right patent or etc. of AAAL and/or of any third party and agrees to defend, hold harmless and indemnify AAAL against any losses, damages, claims, costs, expenses etc. suffered by AAAL arising from any such infringement of any intellectual property.
- ii. The intellectual property produced by the Successful Bidder in the course of or in relation to the Services under the Contract shall belong to AAAL absolutely.
- iii. AAAL reserves the right for injunctive relief in order to prevent the breach of any it's or third party intellectual property rights.
- iv. If the use of the Services is preliminarily or permanently enjoined because of a finding of infringement or the likelihood of infringement of the Successful Bidder's intellectual property, the Successful Bidder shall, at its sole cost and expense, and at its option:
  - a. Procure for AAAL the right to continue using the Services; or
  - b. Modify the Services so that it becomes non infringing; or
  - c. Refund to AAAL the money paid by AAAL for the enjoined part or parts of the Services.
  - d. This Clause shall survive the termination/ expiration of the Contract.

### **4. TERMINATION OF LOI / CONTRACT**

The LOI / Contract may be withdrawn under the following circumstances:

- 4.1 In the event of deficiency in providing the Services contemplated herein, of the Successful Bidder, Alliance Air reserves the right to withdraw the LOI / Contract and to claim damages from the Selected Bidder. No liability shall be incurred by Alliance Air in the event of the aforesaid cancellation termination.
- 4.2 If due to any reason or decision of Alliance Air, the Services are not required, the Successful Bidder would be paid only for the Services satisfactorily completed up to the date of such discontinuation by Alliance Air.
- 4.3 Either Party (i.e. the Successful Bidder and AAAL) may terminate the Contract giving therein the notice for termination of Contract stating their reasons. The Successful Bidder can terminate the Contract by giving an advance notice of 12 months to AAAL and AAAL can terminate the Contract by giving 6 months' advance notice to the

- Successful Bidder. The committed Service levels have to be maintained even during the notice period. Refer Annexure-II Part A, point 5 in table.
- 4.4 In the event of breach/ non-observance of the terms of the Contract, by the Successful Bidder, if any one or more of its obligations under the Contract and/or contractual documents and where such default is not cured upon notice of 21 days, or is not curable, AAAL, without prejudice to any other rights available to it, reserves the right to terminate the Contract or any relevant part thereof. In such case, the Successful Bidder shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account. In such case of breach which is attributable to the Successful Bidder, AAAL shall be entitled to claim damages @ of 0.5% of the monthly contract value.
  - 4.5 In case the Successful Bidder does not meet the agreed minimum service levels under the Tender/ Contract or fails to perform the contractual obligations to the satisfaction/ requirements/ standards of AAAL, it shall, without prejudice to any other remedies available, be entitled to claim from the Successful Bidder, the amount equivalent to the loss suffered/ additional cost/ damage/ expense incurred from the Security Deposit. If continued dissatisfaction is observed in the Successful Bidder's performance, AAAL shall reserve the right to terminate the Contract by giving a prior notice of 6 months.
  - 4.6 AAAL may at any time terminate the Contract with immediate effect by giving written notice to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent, being a partnership or sole proprietorship firm, if the sole proprietor or any partner is adjudged as insolvent, or order for administration of its estate is made against it or shall take proceedings for liquidation under any insolvency act for the time being in force in India or make any assignment of his effects or composition or arrangement for the benefit of his creditors or purports to do so. Provided that such termination will not prejudice or affect any right or remedy which has accrued or will accrue to AAAL.
  - 4.7 Any indulgence or delays shown, AAAL in that respect will not constitute waiver of the right of termination.
  - 4.8 In the event the Successful Bidder suspends the performance of Services under the Contract without any notice to AAAL for reasons other than prevalence of a Force Majeure event, AAAL reserves the right to approach other entities for completion of the Services at the cost and risk of the Successful Bidder.
  - 4.9 AAAL can terminate the Contract if the Successful Bidder has committed any corrupt and/or fraudulent practice, offence under the Provision of Prevention of Corruption Act, 1988, and any amendments and any other guidelines as may be prescribed by the Central Vigilance Commission.
  - 4.10 AAAL and/or the Successful Bidder may terminate the Contract in case of prevalence of a Force Majeure in the manner provided in the Contract.
  - 4.11 AAAL may terminate the Contract if it comes to its knowledge that the Successful Bidder has obtained the Contract vide non-bonafide methods of competitive bidding.
  - 4.12 In the event of change of Applicable Laws or business policies which make the performance of the Contract illegal/ invalid/ unenforceable, AAAL will be required to renegotiate the Contract and the Successful Bidder shall cooperate in arriving at

mutual revised terms, however, if in the opinion of AAAL, such revised terms may not be arrived at, AAAL shall be entitled to terminate the Contract forthwith without any costs to the Successful Bidder. It is however clarified that, the outstanding obligations shall remain absolute to the extent the performance is legally valid.

- 4.13 The Contract may also be terminated by AAAL for breach of confidentiality obligations in the manner provided under the terms of the Contract.
- 4.14 It is clarified that notwithstanding the cause of termination, the parties shall be required to fulfill the obligations accrued prior to the termination of the Contract.
- 4.15 Upon termination of this Contract for any reason, the Successful Bidder shall return all property of AAAL to AAAL, within 7 days from the date of termination, in the same condition in which it was received (reasonable wear and tear excluded). In the event of any damage to such property, AAAL shall be liable to obtain from the Successful Bidder damages for the same.
- 4.16 Upon termination of this Contract for any reasons stipulated herein, the Successful Bidder shall return all the Confidential Information of AAAL that may be in the Successful Bidder's possession, within seven (07) days from the date of termination. The Successful Bidder agrees that withholding such Confidential Information beyond the stipulated time period may attract consequences including but not limited to injunctive reliefs and any other equitable remedies available under the law.

#### **5. FORCE MAJEURE:**

- 5.1 Neither the Successful Bidder nor AAAL (herein referred Party/Parties) shall be in breach of any obligation under the Contract in case of failure or delay in performance of the obligations in whole or part by reason in the event of Force Majeure as defined below.
- 5.2 "**Force Majeure**" is hereby defined as any cause which is beyond the reasonable control of Successful Bidder (including its subcontractors for the Services/ part thereof delegated to it with prior written approval of AAAL) or AAAL as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen including the following events: war, hostilities; riot, strike or disorder; act of God, fire, frost, earthquake, flood, droughts, storm, lightning; epidemic, pandemic, quarantine restrictions; embargoes, explosion, accidents by fire(each, a "**Force Majeure**" event).
- 5.3 In such case the affected Party shall give immediate notice in writing (in any case not later than 5 days from the date of occurrence of such an event) and shall thereafter keep the other Party informed of the developments in such Force Majeure situation. Upon notification from the affected Party of existence of a Force Majeure event, the Parties shall use reasonable efforts to re-plan and reschedule delivery/ performance of Services/ respective obligations under the Contract.
- 5.4 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.
- 5.5 In the event of Force Majeure lasting for more than 30 (thirty) days either Party may

after mutual consultation with the each other, terminate the Contract. It is understood by the Parties that such early termination in terms of this Clause shall not exclude the Parties from fulfilling the obligations accrued prior to such termination.

- 5.6 For the avoidance of any doubt it is clarified that, payment obligations of AAAL for the Services already performed shall not be excused due to existence of the event of Force Majeure.

## **6. COMPLIANCE:**

- 6.1 The Successful Bidder shall comply with all Applicable Laws in force in India/ outside India, as applicable to it. The laws will include Central, State, Municipal laws of India, or any other International laws that affect the performance of the Contract and are binding upon the Successful Bidder.
- 6.2 The liabilities of all statutory /legal mandatory regulations /obligations regarding manpower / product / Services will be borne by Successful Bidder.

## **7. INTEGRITY PACT:**

All Bidder's would be required to sign the Integrity Pact with AAAL and submit the same with their Pre-qualification Bid. The Integrity Pact document is attached.

## **8. CONFIDENTIALITY:**

- 8.1 The Bidder/Successful Bidder shall at all times keep confidential, all information acquired in consequence of this Tender, including (without limitation) the any/ all data concerning the technology, proprietary data, software & programs, technical processes, business processes, procedures, personal data, business affairs, AAAL customer/ passenger details, financial affairs of AAAL (hereinafter referred to as "**Confidential Information**"). Confidential information shall also include information that is designated as 'confidential' or which by its nature is clearly confidential.
- 8.2 The Bidder/Successful Bidder shall not disclose the Confidential Information to any other third party, without the prior written consent of AAAL, unless such disclosure is (a). required by law, decree, order or directive of a competent judicial/ administrative/ legislative authority; (b). such Confidential Information is or becomes generally available to the public through no breach of such Bidder/ Successful Bidder; (c). was in the Bidder's/ Successful Bidder's possession prior to the time of receipt of it by such Bidder/ Successful Bidder; (d). Is developed independently by the Bidder/ Successful Bidder; or (e). is rightfully obtained by third party without breach of this Clause.
- 8.3 As such, the Bidder/Successful Bidder agree to keep such Confidential Information as strictly confidential and shall disclose the same to their employees/professional advisers only on a 'need to know' basis.

- 8.4 The Bidder/Successful Bidder agree that any such information received by it shall be (1) protected and kept in strict confidence, using the same degree of care and safeguards as it uses to protect its own information of like importance, but in any case no less than a reasonable degree of care, (2) not to use Confidential Information for any purpose other than to carry out its respective obligations under this Tender.
- 8.5 It is understood by the Bidder/ Successful Bidder that the breach of provisions of this Clause or the provisions of confidentiality agreed by the parties under the Contract shall cause irreparable harm and injury to AAAL for which monetary compensation may not be adequate. Therefore, in addition to the damages, AAAL shall be entitled to injunctive or other equitable relief against such Bidder/ Successful Bidder or any other remedy under law or at equity.

**9. CONTRACT SURVIVABILITY:**

In the event the Successful Bidder is acquired by, or merges with another company/entity by operation of law, the terms and conditions of the Contract resulting from award of this Tender shall remain in full force and effect with the acquiring company/entity. AAAL shall however have the discretion and option to terminate the Contract in such an event.

**10. 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 the or 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.  
Provided further, if the Parties fail to appoint a sole arbitrator within 10 (ten) 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.
- (iii). The seat and venue of arbitration shall be New Delhi, India and it shall be conducted in the English language.
- (iv). 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.
- (v). The arbitral award made in pursuance thereof shall be final and binding on the

parties.

**Jurisdiction and Governing Law:**

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

**11. INSPECTION:**

**11.1 Inspection of Bidder's facilities at the time of evaluation of the Technical Bids**

AAAL reserves the right to inspect at its cost the facility / facilities of the Bidders in order to assess their infrastructure and capability for carrying on the Services under the Contract as indicated in this Tender.

**1. 11.2 Inspection of the facility of the Successful Bidder**

AAAL reserves the right to inspect the facility of the Successful Bidder, during the Contract Period.

**12. REPRESENTATIONS AND WARRANTIES TO BE GIVEN BY THE SUCCESSFUL BIDDER:**

The Successful Tenderer should provide the following representations and warranties as regards to the Contract to be executed, which shall remain true and valid throughout the term of the Contract:

- (i). It is duly incorporated and validly existing under the laws of its incorporation.
- (ii). It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver the Contract and the performance of the obligations thereunder.
- (iii). The Contract shall constitute a legal valid and binding obligation against it and is enforceable against it in accordance with the terms herein.
- (iv). The execution, delivery and performance of the Contract shall not conflict with, result in the breach of, or constitute a default under any law, rule, regulation, authorization or approval of any government agency or body, or under the terms of any covenant, agreement, understanding decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of applicable laws.
- (v). It shall employ personnel who are qualified and competent to render the Services as mentioned herein. The payment of salaries, wages, provident fund, gratuity etc., to its personnel, shall solely be the responsibility of the Successful Bidder. It is hereby clarified that, the personnel of the Successful Bidder shall not be deemed to be employees of AAAL.

- (vi). It undertakes to comply with various applicable labour laws of the land as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any other provisions of labour laws and shall indemnify AAAL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of the laws in force.
- (vii). It shall indemnify AAAL for any damage or loss or caused to the premises/equipment/property of AAAL or any third party on account of negligent act/performance/ omission attributable to the Successful Bidder.
- (viii). It shall perform all its obligations under the Contract with due care and diligence and in a skillful and business-like manner.
- (ix). It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by applicable law which may result in any material adverse effect to AAAL on its ability to perform its obligations under the Contract.
- (x). It has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, has or may have a material adverse effect or its ability to perform its obligations under the Contract.
- (xi). There are no actions, suits, proceedings, or investigation pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in a breach of the Contract or which individually or in the aggregate may result in any material impairment or its ability to perform its obligations under the Contract.
- (xii). It is and shall able to pay its debts as they fall due for payment and is otherwise solvent as per applicable laws, it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed for the whole or any part of its assets or any right, it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing.
- (xiii). It is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to it.
- (xiv). All taxes due and payable by it have been paid, and all tax return and reports required to be filed by it have been correctly filed and on time. There are no claims now pending or matter under dispute with any taxing authority in respect of any tax of the Successful Tenderer
- (xv). It shall obtain the necessary permissions and licenses from the concerned authorities for the purposes of the Contract. Further, to keep the said permissions and licenses valid and subsisting at all times during the term of the Contract. In the event that it omits or fails to obtain any requisite permission or license from the concerned

authorities then it shall indemnify and keep indemnified AAAL against all losses, costs, or damages that may be suffered by AAAL as a result of such omission or failure.

**13. ASSIGNMENT**

During the term of the Contract, the Successful Bidder shall not assign any of its rights or duties under the Contract without prior written consent of AAAL. Any assignment or transfer in violation of this Clause shall result in termination by AAAL with damages to the Successful Bidder. The parties agree that subcontracting of the Services may be done only in the manner provided under Clause 17 (*Subcontracting*) hereunder or the equivalent clause of the Contract.

**14. NOTICES**

Any notice by one Party to the other pursuant to the Contract, shall be sent in writing to the address specified for that purpose in the Contract.

**15. INTERPRETATION**

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

**16. EXPENSES**

Each Party shall bear its own costs and expenses (including legal expenses) associated with the preparation, negotiation and execution of this Contract and any other relevant documents.

**17. SEVERABILITY**

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

**18. NO WAIVER**

Failure of AAAL to enforce any of the terms & conditions incorporated in the Tender/Contract, or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify the Successful Bidder in the event of breach, or the acceptance of or payment of any Services hereunder shall not release the Successful Bidder and shall not be deemed a waiver of any right of AAAL to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such Services regardless of when such Services have been delivered nor shall any purported verbal modification or revision of the order by AAAL act as waiver of the terms hereof. Any waiver shall be effective only if it is in writing. Any lone incident of waiver of any condition of the Tender and Contract by AAAL shall not be considered as a continuous waiver or waiver for other condition by AAAL.

**19. AMENDMENT**

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





## NON-DISCLOSURE AGREEMENT

*(To be executed on non-judicial stamp paper of requisite value)*

This Non-Disclosure Agreement (this “**Agreement**”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (“**Effective Date**”) at \_\_\_\_\_.

### BY AND BETWEEN

**ALLIANCE AIR AVIATION LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at (hereinafter referred to as “**AAAL/Disclosing Party**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the ONE PART.

**AND**

\_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956, bearing CIN (\*) with its registered office at \_\_\_\_\_ (hereinafter referred to as “**Recipient** ” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the OTHER PART.

Or

(\*), a Limited Liability Partnership, incorporated under the provisions of the LLP Act, 2009, bearing CIN (\*), with its registered office at (\*) (hereinafter referred to as “**Recipient**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the OTHER PART.

Or

(\*), a registered partnership firm, incorporated under the provisions of the Partnership Act, 1932, bearing registration No. (\*), with its registered office at (\*) (hereinafter referred to as “**Recipient**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the OTHER PART.

Or

(\*), a sole proprietorship firm, with its principal place of business at (\*) (hereinafter referred to as "**Recipient**") which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the OTHER PART.

(As the context may require, both parties hereto collectively referred to as the "Parties" and individually as a "Party".)

**WHEREAS:**

- A. AAAL is inter-alia engaged in the business of transportation services of passenger and cargo to and from various permitted destinations in India & abroad in accordance with the permissions and approvals granted by the Director General of Civil Aviation, India.
- B. The Recipient is inter-alia engaged in the business of providing integrated services and solutions to corporations in the areas of PSS designed to support the travel industry ("**Services**").
- C. AAAL had issued a Tender bearing No. (\*), wherein bids were invited for Appointment of a Service Provider for providing Passenger Services Systems (PSS) for AAAL.
- D. Whereas, the Recipient submitted its bid for the said Tender and was subsequently awarded a service agreement dated (\*) ("**Service Agreement**") for the aforesaid work, after scrutiny of its technical and commercial bid by AAAL.
- E. During the provision of Services under the Service Agreement, the Recipient may have access to/receive certain technical, non-technical, financial, business and other Confidential Information (*defined hereunder*) of AAAL.
- F. Thus, the Parties recognize that there is a need to protect such Confidential Information from unauthorized use and disclosure and accordingly, have decided to enter into this Agreement to establish and set forth the obligations of each Party with respect to any such Confidential Information.

NOW THEREFORE, in consideration of the above premises the sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

**1. Definitions and Interpretation.**

**1.1 Definition.**

- a. "**Confidential Information**" shall mean any and all information disclosed to, or otherwise acquired or identified or observed by, Recipient including its affiliated companies, directors, officers, employees and agents of such affiliated companies (collectively, "**Recipient's Representatives**"), from and its affiliated companies, relating to the business of AAAL,

whether communicated in writing, orally, electronically, photographically, or in recorded or any other form of media, including, but not limited to, all sales and operating information, employee and other human resource information, customer/ passenger information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices, and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright or any other intellectual property right or any manifestation (in any medium) of any of the foregoing which now exist or come into the control or possession of the Recipient. The term “Confidential Information” does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by Recipient in breach of this Agreement; (ii) was available to Recipient on a non-confidential basis as shown in written records prior to its disclosure to Recipient by AAAL; (iii) becomes available to Recipient on a non-confidential basis from a source other than AAAL; provided that such source is not bound by a confidentiality agreement with AAAL or is otherwise prohibited from transferring the information to Recipient by a contractual, legal or fiduciary obligation; or (iv) is independently developed by Recipient without any use of or benefit from the Confidential Information and such independent development can be documented by Recipient with written records.

#### 1.2 **Interpretation.**

- a. The term “**Recipient**” for the purpose of this Agreement shall mean to include the permitted sub-contractor by AAAL and its employees, agents, directors, officers and personnel.

2. **Scope and Term.** This Agreement is executed for the purpose of the Confidential Information that has been or may be disclosed by AAAL with the Recipient. This Agreement is intended to cover Confidential Information disclosed by AAAL both prior and subsequent to the Effective Date hereof. The confidentiality obligation shall survive the expiration or termination of this Agreement and/ or the Service Agreement and such confidentiality obligation of the Recipient shall remain valid indefinitely.

#### 3. **Obligations of Recipient**

- 3.1 In consideration for the receipt of Confidential Information, Recipient shall hold all Confidential Information in confidence and with the same degree of care it uses to keep its own similar information confidential, but in no event shall it use less than a reasonable degree of care; and shall not, without the prior written consent of AAAL, disclose such information to any person for any reason at any time. The term “person” as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.
- 3.2 The Recipient shall use the Confidential Information only as needed for the purpose specified hereunder.

- 3.3 The Recipient will grant access to the Confidential Information only to its employees on a need to know basis (who have clear need to know the Confidential Information for the purposes of execution and completion of the Services) and shall impose the same obligation on its employees, who obtain knowledge of Confidential Information.
- 3.4 The Recipient, except for the purpose of and in relation to the Service Agreement, shall not copy or otherwise duplicate such Confidential Information or knowingly allow anyone else to copy or otherwise duplicate such Confidential Information.
4. **Compelled Disclosure.** In the event that Recipient or any of Recipient's Representatives is requested or required by law/ regulation/ judicial order/ administrative order (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar incidents ) to disclose any of the Confidential Information, it is agreed that Recipient or such Recipient's Representative, as the case may be, will provide AAAL with prompt notice of such request(s) so that AAAL: may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement and Recipient shall extend cooperation, as reasonably as possible, to AAAL in initiating said action(s). In the event that such protective order or other remedy is not obtained, or AAAL grants a waiver hereunder, Recipient or such Recipient's Representative may furnish that portion (and only that portion) of the Confidential Information which Recipient is legally compelled to disclose and will exercise its reasonable best efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.
4. **Use.** Recipient shall not use any Confidential Information for any reason other than as may be necessary for the purpose of the Service Agreement. Recipient agrees to make no other use of the Confidential Information or to incorporate any Confidential Information into any work, product or services. It shall be the responsibility and liability of the Recipient to ensure that all its employees, agents or personnel who are stationed in and/or have access to the premises where such Confidential Information is available, at any time adhere to the Confidentiality obligations imposed under this Agreement.
5. **Ownership.** Recipient recognizes that all tangible information relating to Confidential Information, including notes, reports and other documents prepared by Recipient in connection with the evaluation of the proposed Relationship, including all copies thereof, are and shall be the sole property of AAAL, and Recipient shall keep the same at all times in its custody and subject to Recipient's control and shall return the same upon completion of the specified purpose hereto. Recipient does not hereby and shall not acquire by implication or otherwise any right in or title to or license in respect of the Confidential Information disclosed to it by AAAL.
6. **Return of Confidential Information.** Promptly following the earlier of (i) the termination of this Agreement or the Service Agreement or any other agreement for the proposed potential business relationship and (ii) the written request of AAAL, Recipient will deliver to AAAL all documents or other materials furnished by AAAL to Recipient constituting Confidential Information, together with all copies thereof stored in any form of media in the possession of

Recipient. In the event of a written request from AAAL, all other documents or other materials constituting Confidential Information, together with all copies thereof stored in any form of media in the possession of Recipient, will be destroyed with any such destruction confirmed and certified by Recipient in writing to AAAL.

8. **No Relationship.** Neither Party shall make any commitment or incur any expense or charge for or in the name of the other Party. Neither Party has any obligation by virtue of this Agreement to procure any products or services from the other Party or to enter into any further business relationship or to refrain either of the Parties from entering into an agreement with any other party. Neither execution nor performance of this Agreement shall be construed or deemed to have established any joint venture or partnership or have created the relationship of principal and agent between the Parties.
9. **Remedies.** Recipient acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this agreement by Recipient and that any such breach would cause AAAL irreparable harm. Accordingly, Recipient also agrees that, in the event of any breach or threatened breach of this Agreement, AAAL, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

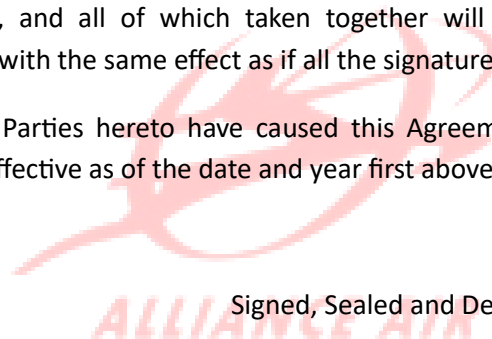
Notwithstanding the above, the Recipient will indemnify and hold AAAL harmless from and against any and all loss, liability, damages, costs, claims and expenses, including all court costs, attorney fees and legal fees, which AAAL might suffer/incur as a result of any violation whatsoever of this Agreement by Recipient.

10. **Termination.** This Agreement will be terminated on termination of the Service Agreement; provided, however, that, notwithstanding anything herein to the contrary, Recipient's obligations with respect to each item of AAAL's Confidential Information will survive indefinitely.
11. **Governing Law and Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the laws of India and shall be subject to the jurisdiction of courts situated in New Delhi, India to the exclusion of all other courts situated elsewhere.
12. **Amendments.** This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded or canceled in whole or in part, except by written instrument signed by the Parties hereto which makes specific reference to this Agreement and which specifies that this Agreement is being modified, amended, rescinded or canceled.
13. **Severability.** If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.
14. **Waivers.** No failure on the part of either Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any

right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby, or by any related document, or by law. Any failure of a Party to comply with any obligation contained in this Agreement may be waived by the Party entitled to the benefit thereof only by a written instrument duly executed and delivered by the Party granting such waiver, which instrument makes specific reference to this Agreement and the provision to which it relates and describes the right or obligation consented to, waived or purported to be violated.

15. **No Assignment.** This Agreement may not be assigned by Recipient by operation of law or otherwise without the written consent of AAAL, which consent shall not be unreasonably withheld or delayed.
16. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.
17. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the parties with the same effect as if all the signatures were upon the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date and year first above written.



Signed, Sealed and Delivered for:

ALLIANCE AIR AVIATION LIMITED

By:

Name:

Title:

WITNESSES:

1.

2.

Signed, Sealed and Delivered for:

Successful Bidder's Name: (\*)

By:

Name:

Title:

WITNESSES:

1.

2.



**INTEGRITY PACT**

**BETWEEN**

**Alliance Air Aviation Limited (AAAL), a fully owned subsidiary of AIAHL hereinafter referred to as “The Principal”,**

**And**

Hereinafter referred to as **“The Bidder/ Contractor”**

**PREAMBLE**

The Principal intends to award, under laid down organizational procedures, Contract(s) for Selection of a Professional Publishing Agency for In-Flight Magazine "DARPAN" Alliance Air. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

**Section 1 – Commitments of the Principal**

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. The word ‘take’ shall also include the past and future.
  - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the Contract execution.

- c) The Principal will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective Bidder.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or the conduct rules of the Principal, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- 1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption in their dealings with *Principal*. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution.
  - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - e) The Bidder(s)/Contractor(s) will, when presenting his Bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- f) This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Contractor/ Bidder and in the Agreement entered into by the Principal with the Contractor/ Bidder.
- g) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences or acts outlined above or be an accessory to such offences.

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

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

### **Section 4 – Compensation for Damages**

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

### **Section 5 – Previous transgression**

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

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

- 1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractor a commitment in conformity with this Integrity Pact, and to submit it to the Principal before Contract signing.
- 2) The Principal will enter into Agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

- 3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

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

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

**Section 8 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12months after the last payment under the Contract, and for all other Bidders 6months after the contract has been awarded. Any violation of the same would entail disqualification of the Bidders and exclusion from future business dealings.

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

**Section 9 – Other provisions**

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

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(For & On behalf of the Principal)

(Office Seal)

Place -----

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(For & On behalf of Bidder/ Contractor)

(Office Seal)

Date -----

Witness 1:

(Name & Address)

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Witness 2:

(Name & Address)

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