

ALLIANCE AIR AVIATION LIMITED (AAAL)

**Tender No. AAAL/Internal Auditor/2025/1034
dated 16.10.2025**

**(For appointment of an Internal Auditor and Physical
Verifier of Assets and Inventory
for two financial years 2025-26 & 2026-27)**

**This is a GeM Tender
Bid No. : GEM/2025/B/6799089
(Bidder can participate through GeM Portal Only)
<https://gem.gov.in>**

DISCLAIMER

The information contained in this TENDER or subsequently provided to bidder(s) whether verbally or in documentary or in any other form or on behalf of ALLIANCE AIR AVIATION LIMITED (AAAL), is provided to the bidder(s) on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

This TENDER is not an agreement and is neither an offer nor invitation by AAAL to the prospective bidder(s) or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this TENDER.

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by AAAL or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof is expressly disclaimed. No contractual obligation on behalf of AAAL, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of AAAL and the bidder

AAAL make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way in the bidding process.

AAAL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this tender.

Important Information

**AAAL TENDER FOR APPOINTMENT OF INTERNAL AUDITORS
AND PHYSICAL VERIFIER OF ASSETS AND INVENTORY**

1.	TENDER Ref. No	AAAL/Internal Auditor/2025/1034 Dated: 16 th October. 2025
4.	Last date and time for bid submission	As per Gem Portal
5.	Place of submission of Bids	On Gem Portal:- https://gem.gov.in
6.	Date and Time of Technical Bid Opening	As per Gem Portal
7.	Earnest Money Deposit (EMD)	Nil.
8.	Address for Communication	Mr. Amit Mishra Chief Financial Officer Alliance Air Aviation Limited, Alliance Bhawan, IGI Airport, Domestic Terminal 1, New Delhi- 110037 Email: cfo@allianceair.in

Bids will be opened in the presence of bidders' representatives who choose to attend. The bidders' representatives must carry a letter of authority on the bidder's letter-head from the authorized signatory of the bidder, or any other valid document, authorizing them to attend the bid opening, failing which they will not be permitted to participate in bid opening process.

1. BACKGROUND INFORMATION

ALLIANCE AIR AVIATION LIMITED (hereinafter referred to as "AAAL"), a wholly owned subsidiary of AI Assets Holding Limited (AIAHL), a Government of India Company, incorporated in India, registered under the Companies Act, 1956 now erstwhile Companies Act 2013 ("The Act"). The Company is in the business of air transportation which includes mainly passenger and cargo services and other related services in India. The Company mainly operates between Tier-2 and Tier-3 cities in India. As at year end, the Company has a fleet of 21 aircrafts comprising of Eighteen ATR72-600 aircraft, Two ATR 42- 600 Aircraft & One Dornier Do-228 Aircraft.

The Registered Office of the Company is situated at Alliance Bhawan, Domestic Terminal-1, IGI Airport, New Delhi-110037.

For details related to operative network and financial results prospective bidder may refer to GeM Portal www.gem.gov.in

2. OBJECTIVE OF TENDER

This TENDER is floated for the purpose of outsourcing Internal Audit activities of AAAL in Delhi on concurrent basis and Physical Verification of Assets at stations and Inventory at Company's Locations - Delhi, Bangalore, Kolkata, Mumbai, Hyderabad & any other future location (only year-end activity) in compliance to the applicable provisions of Companies Act and Standards of Internal Audit. So, AAAL now invites proposals from the CAG empaneled firms/LLPs who meet the required eligibility criteria and are having required skilled resources and capabilities to carry out the Internal Audit and physical verification of the assets and Inventory for the initial two years terms i.e. Financial Year 2025-26 & 2026-27 extendable by another 1 year at the sole discretion of AAAL as per the Company requirements and the overall performance review of the Internal Audit Firm by AAAL as indicated under the given work-scope for Internal Audit of AAAL and who may be qualified to participate in the evaluation exercise.

The selected bidder will take up the Internal Audit assignment under this TENDER for AAAL's operations controlled through office located at Delhi.

Based on above, AAAL invites offers for the location Delhi from interested and the eligible CAG empaneled firms / LLPs from hereby known as Bidder to conduct risk-based assessment, identifying the potential risk areas and agree on concurrent Internal Audit Plan for the period FY 2025-26 and FY 2026-27 extendable for a further period of one financial year as per the Company's requirements and the overall performance review of the Internal Audit firm by AAAL.

Submission of Bids:-

Interested Bidders shall submit the bid on GeM portal only. No other mode of bid submission will be considered other than GeM.

(TECHNICAL BID) - Submission on Gem Portal as per GeM:

For appointment of an Internal Auditor and Physical Verifier of Assets and Inventory for two financial years 2025-26 & 2026-27 DATED 16/10/2025 and should contain the following:

- i) The detailed proposal for Internal Auditor & Physical Verifier
- ii) Bidders Details as per annexure III & IV and the check list

(FINANCIAL BID) -Submission on Gem Portal as per GeM:

For appointment of an Internal Auditor and Physical Verifier of Assets and Inventory for two financial years 2025-26 & 2026-27 DATED 16/10/2025 and must contain financial quote by the bidder.

On the date of opening of the Tender only the Technical Bids would be opened.

The Financial Bid of only those bidders, who qualify in the Technical Bid evaluation, would be opened at a later date which would be notified in advance to the successful bidders who have been technically qualified.

TERMS & CONDITIONS OF THE TENDER

1. Mandatory Pre-Qualifications (PQs) -Eligibility Criteria for submission of bid

- a) The bidder must be presently empaneled with C&AG.
- b) The bidder should have been in existence since last 5 years as on 01st April 2025 having its functioning office based in Delhi/ New Delhi as per the current records of the Institute of Chartered Accountants of India (ICAI).
- c) C&AG ranking points for empanelment as on 28.02.2025 and/ or 31.03.2025
- d) Minimum number of Full Time Partner (FTP) and Qualified CA (QCA) or CMA in full time employment with CISA / DISA qualification available for Audit requirements.
- e) Minimum number of assignments in the last 5 years as Internal/Statutory Auditor of Companies/PSUs except Bank / Branch Audit having an annual turnover of not less than Rs.500 crores. (out of 5 companies, 2 should be PSUs)
- f) Firm/LLP should not have been debarred/disqualified/black listed by any regulatory/statutory body or Government Entity/National Agency/Institution for corrupt or fraudulent practices or for any other reason.
- g) Bidder to submit with the Technical bid, the required Undertaking towards confirming unconditional Compliances/Declaration/Certificates by Firm(s) for Technical Evaluation pertaining to "No Sub-Contracting", "Non-Disclosure" and "Confidentiality", "No Conflict of Interest", "Independence", "Maximum Secretarial Audit Limits not exceeding" and "No Disqualification" declarations.
- h) Bidder to confirm through an Undertaking Unconditional compliance to all the terms and conditions of this tender and abide by these in the event of being awarded the contract.

2. General Terms

- a) Bids received after closing date & time will not be considered.
- b) The Bids should be neatly presented. Corrections, if any, should be duly authenticated with full signature of the duly authorized person who has signed the Bids, failing which such Bids are liable to be rejected.
- c) The Technical Bid should not contain any indication of the price. In case any indication of the price quoted is included in the Technical Bid, such Bids will be rejected without any reference to the bidder No correspondence will be entertained in this regard.
- d) Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the GeM Portal / AAAL Website only. Bidders are requested to visit the GeM Portal/AAAL's website regularly to keep themselves updated.

- e) Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.
- f) **AAAL's Right to Accept or Reject Any or All Bids:** AAAL reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the ground for the Airline's action. AAAL reserves the right to accept or reject any proposal by the bidder.
- g) **Liabilities of AAAL:** This TENDER is not an offer by AAAL, but an invitation for Bids. No contractual obligation on behalf of the airline, whatsoever, shall arise from the TENDER process unless and until a formal contract is signed and executed by duly authorized officers of AAAL and the Bidder. However, until a formal contract is prepared and executed, this offer together with airline's written acceptance and notification of award shall constitute a binding contract with the bidder.
- h) **Amendment of Bidding Document:** At any time prior to the closing date for receipt of the bid, AAAL may, for any reason, whether at its own initiative or in response to a clarification requested by any of the prospective bidder, modify the TENDER document by an amendment. The amendment will be notified by posting the same on website: www.gem.gov.in.
- i) In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, AAAL may, at its discretion, extend the target date for the submission of the bid and the same will be notified on the said website. www.gem.gov.in
- j) **Contents of Bidding Document :** The bidder is expected to go through all the instructions, terms, forms and specifications of the TENDER document. Failure to furnish all information required by the TENDER document or submission of bid not substantially responsive to the TENDER document in every aspect will be at bidder's risk and may result in the rejection of the bid.
- k) **Language of Bids:** The bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and AAAL, must be written in English.
- l) **Charges/Fees:** Bidder should quote charges/fees, which will be valid for the entire period of contract from the date of signing of contract. The charges/fees indicated should be all-inclusive and cover the man-power and other resources costs including costs of preparation of reports. Applicable Taxes to be quoted separately. AAAL will not be making any other payment except those mentioned in the financial bid.
- m) **Validity of Bids:** Bids shall remain valid for 180 days from date of submission mentioned in this document. A bid valid for shorter period will be summarily rejected by AAAL. The bidders may be required to give consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by AAAL in writing or by email.

- n) **Revealing of Charges/Fees:** The rates and/or Charges/Fees in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the Financial Bid, otherwise, it will lead to the bid being rejected.
- o) **Last date of receipt of Bids:** Bids must be received by AAAL at the address specified not later than the time and date specified therein. AAAL, may at its discretion extend the bid submission date. The modified target date & time, if any, will be notified on the Gem Portal i.e. <https://gem.gov.in>
- p) **Late Submission of Bids :** Any bid received by AAAL either through post or manual submission after the notified closing date and time will be rejected and / or returned unopened to the bidder at his risk and responsibility.
- q) **Modification and Withdrawal:** The bid shall contain no alterations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be duly confirmed under signature/initials of the person(s) signing the bid, failing which the Tender Bid is liable to be rejected. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bidder (including successful bidder) shall be allowed to withdraw the bid. once the bids are opened and evaluated.
- r) **Bid Currency:** Charges / Fees should be expressed in Indian National Rupees (INR) only.
- s) **Preliminary Evaluation:** The bids will be evaluated by AAAL to determine whether they are complete, and whether the bids are generally in order. A bid determined as not substantially responsive will be rejected.
- t) **Contacting AAAL, lobbying or putting outside influence:** Any effort on the part of the bidder to influence bid evaluation process or award of contract decision may result in the rejection of the bid.
- u) **Cost of Bid:** The bidder will bear all cost(s) associated with the preparation and submission of bid, including cost of presentation(s), reference site visit, etc. for the purposes of clarification of the bid. AAAL will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- v) **Cost of contract etc.:** All cost relating to signing of contract and other documents including NDA etc will be borne by selected bidder.
- w) **Clarifications by AAAL :** If deemed necessary, AAAL may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the bid already submitted or the Charges/Fees quoted. The bidder may also be asked to give presentation for the purpose of clarification of the bid. All expenses for this purpose, as also for the preparation of the documents and other meetings/presentations, will be borne by the bidders.

- x) **Clarifications on TENDER by bidders:** Interested bidders can seek clarification on TENDER from AAAL by submitting their queries either in official hard copies or e-mails / GeM Portal. The queries should be submitted on or before the last date for submission of queries for clarifications as mentioned in bid details. Any query submitted after the expiry of the time line for submission of queries will be rejected.

- y) **Tender Fee: NIL**

3. Instructions for Online Bid Submission

- a) The bidders are required to submit soft copies of their bids electronically on the GeM portal. More information useful for submitting online bids on the GeM portal may be obtained at <https://gem.gov.in>
- b) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- c) It is bidder responsibility to go through the tender document carefully to understand the documents required to be submitted as part of the bid.

4. Submission of Bids

- a) Bids shall be submitted through GeM portal only. If submitted in any other manner, the same shall be summarily rejected.
- b) Bidder should log into the site well in advance for bid submission so that the bidder may upload the bid in time i.e. on or before the bid submission date & time. Alliance Air in any circumstances shall not be held responsible for any technical issues/server issues arises on GeM Portal during bid submission.
- c) Technical Bid containing scanned and digitally signed copies of requisite documents shall be uploaded online.
- d) Financial Bid containing details of prices / price break-ups shall also be uploaded online as per the prescribed format in correct tab.
- e) In case if there is any technical query, bidder may contact with Mr. Gurvinder Singh (Mob No. 9891922618, Email ID gurvinder.singh@allianceair.in) & Mr. Shankar Singh. (Mob. No. 8802343181 & shankar.shekhawat@allianceair.in.)
5. Bidder must continue its services in case there is any change in office location of AAAL at same rates, terms and conditions of the tender.
6. Alliance air reserves the right to cancel this tender without assigning reason to anybody whatsoever at any given time at any stage of tendering process by issuing Notice/Corrigendum. It's bidder's responsibility to regularly visit the Alliance Air website as well as GeM Portal for information.
7. **Fall Clause:** The prices quoted for services supplied under the Contract should under no event be higher than the lowest prices at which the party sells/leases the services of identical description to any other Airlines/ Govt. organization/ PSU's/ Central Govt. / State Govt. Autonomous bodies/ Central/ State Universities/ Central/ State Institutions during the period of Contract failing which the "FALL CLAUSE" will be applicable. In case, the price charged by the Bidder is more, the Successful Bidder will provide an Undertaking providing Alliance Air to exercise the right to recover the excess charged amount from the subsequent/ unpaid bills.

8. Force Majeure:

1. Neither Party shall be liable for failure to perform its obligations caused by or resulting from force majeure which shall include, but not be limited to events which are unpredictable, unforeseeable, irresistible and beyond the Parties' control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, pandemic, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities, change of law, court/quasi-judicial orders including interim orders/judgements/decrees, acts of government/statutory authorities including suspension/revocation/termination of license/permission/approvals or other act or any event that is outside the reasonable control of the concerned Party ("Force Majeure Event").
2. As soon as practicable after the occurrence of a Force Majeure Event, the Party affected shall use its best endeavours to prevent and reduce to a minimum and mitigate the effects of the Force Majeure Event.
3. The affected party shall intimate in writing to the other party for invoking the force majeure clause. In case the Force Majeure Event continues for more than 30 days either Party may terminate this agreement but this termination will not affect the rights and liabilities accrued prior to termination of this Agreement or any Addendum.

9. Survivability:

- a. In the event either party is acquired by or merges with another company/entity by operation of law, the terms and conditions of the contract resulting from the award of this tender shall remain in full force and effect with the acquiring company/entity, on the same terms and conditions.
- b. Notwithstanding anything mentioned to the contrary, AAAL shall have the right to terminate the Agreement and claim liquidated damages in case the successful bidder's company is acquired by or merges with any third-party entity during the subsistence of the Agreement and is thereby unable to undertake the services as contemplated herein or in the Agreement.

10. 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 Clauses, legally valid and enforceable.

11. Grounds for Rejection of Bids

- i. The Bidder must ensure that the price bids and technical bids are submitted separately on GeM. Commercial bids submitted with the technical bids on GeM are liable to be rejected.

- ii. The Technical Bid should not contain any indication of the price. In case an indication of the price quoted is included in the Technical Bid, the quotation will be rejected without any reference to the Bidder. No correspondence will be entertained in this regard.
- iii. The bids should be neatly presented. Corrections, if any, should be duly authenticated with full signature of the authorized person who is signing the Tender, failing which the Tender is liable to be rejected. No corrections will be permitted after the submission of bid.
- iv. All relevant supporting documents attached with the said bids must be duly signed by the Bidder. In case the bids are not accompanied by any and all supporting documents, the bid shall be liable to be rejected.
- v. The above list is only illustrative and there can be other relevant grounds of rejection of bids.

Any conditional bid or bid submitted with special conditions will be summarily rejected

ANNEXURE 'I' - WORK SCOPE.

Alliance Air is a scheduled Airline, having its Registered Office/Head Office at Delhi and regional branch offices at Kolkata, Hyderabad, Bangalore, Guwahati, Chennai & Mumbai for sales, marketing and operations. However, the financial accounting and activities are managed from Headquarters at Delhi.

Alliance Air has the following major departments located at Delhi Headquarters:

- a. Finance Department
- b. Engineering Department
- c. Commercial Department
- d. Personnel Department
- e. Planning Department
- f. Operations Department
- g. Flight Safety Department
- h. MMD Department
- i. Security Department
- j. Transport Department
- k. Rajbhasha Department
- l. Secretarial & legal Department
- m. QMS & Admin Department

All these departments perform the required airline related work as a team towards common goal of the Airline.

Airline has outsourced certain major services like Aircraft maintenance services, Ground Handling, etc. through contracts.

The Company has implemented SAP in Finance and HR with major modules in place including payroll.

There is a need to do physical verification of assets and stores items during the audit on yearly basis and may also do short visit to the stations to access a check process, documents etc. The Company will provide tickets on its own airlines and hotel with full boarding during the stay at stations.

Detailed work-scope has been given in **Annexure-I.**

1. TECHNICAL EVALUATION CRITERIA -MANDATORY

- 1.1 The qualification for selecting a bidder will primarily depend upon the level of expertise and experience, capacity and capability of the bidder to successfully execute the Internal Audit assignment for AAAL. The qualification criteria for eligibility of the bidder to participate in the TENDER process are attached as **Annexure II.**

- 1.2 Non-fulfilment of the prescribed Technical Evaluation Criteria and not providing any of the requisite documents or furnishing incomplete/incorrect submissions as per the above list would lead to disqualification of bid / proposal and no correspondence whatsoever would be entertained by AAAL in this regard. AAAL reserves the right to call for clarification / submission of additional documents, if deemed fit from the bidder.
- 1.3 The Bidder shall have to comply with and furnish for all the signed Mandatory Undertaking to be submitted with the Technical Bid and confirm compliances on their letterhead duly signed by the authorised signatory declaring and certifying as required under Statutory /Company rules. **Annexure-VI.**
- 1.4 The bidders must comply with all criteria mentioned in the TENDER and shall furnish all relevant documents in support of the information submitted in the bid / proposal. AAAL reserves the right to verify/evaluate the information submitted by the bidders independently and the decision of AAAL taken in that regard shall be final, conclusive and binding upon the bidder.

2. **BIDDING PROCESS (TWO STAGES)**

For the purpose of the selection of the successful bidder for Internal Audit assignment as per AAAL requirements, a two-stage bidding process will be followed. The bidders are required to submit their proposals in response to the TENDER in two parts:

- Technical Bid (Part-I)
- Financial Bid (Part-II)

The bidders will have to submit the Technical and Financial Bids along with supporting documents on GeM Portal.

2.1 **TECHNICAL BID (Part I)**

In the first stage, only Technical Bids will be opened and evaluated. The Technical Bids submitted shall be evaluated for which Internal Auditor appointment has been sought under this TENDER. Only those bids satisfying the technical eligibility requirements as specified and determined by AAAL as meeting the terms and conditions of this document shall be considered for next stage.

The Technical Bid should consist of the following:

- a. Technical Evaluation Criteria as per **Annexure II** on bidder's letter head along with supporting documents.
- b. Bidders Profile as per **Annexure III & IV** on bidder's letterhead.
- c. Certificate of Undertaking and Compliance as per **Annexure VI** on bidder's letterhead including acknowledgement to execute Work Scope and specifications as per Annexure-I
- d. Compliances/Declaration/Certificates by Firm/LLP(s) as per **Annexure VIII-1 to 3**
- e. Check List of documents on bidder's letterhead.
- f. Bid Security Declaration Form duly signed- **Annexure-XIII.**
- g. Non-Disclosure Agreement (NDA) as per **Annexure-VII.**
- h. Authorization Letter, permitting representative to attend the bid opening. In case of any change, bidder have to submit revised authorization letter before opening of technical bid. Annexure-V
- i. Declaration of Blacklisting form- **Annexure-X**
- j. No Disqualification declaration -**Annexure-XI**
- k. Tender Acceptance letter -**Annexure-XII**

2.2 FINANCIAL BID (Part II)

To be uploaded on GeM portal and must confirm to the following:

- i. Fees/ charges to be quoted as per **Annexure-IX** in the given Financial Bid format only.
- ii. Unconditional discount, if any, should be clearly indicated and would be applied to the quoted Charges/Fees during evaluation.
- iii. Conditional discount, if offered, will not be considered for the evaluation.

Bid(s) qualifying the Technical Evaluation will be considered for next tendering stage. For avoidance of doubt, financial bid of only technically qualified bidder(s) will be opened and evaluated.

3. EVALUATION PROCESS AND SELECTION CRITERIA

3.1 Technical Bids Evaluation

The Technical Bids will be evaluated in respect of location Delhi for their compliance to the technical requirements" of the TENDER as indicated in Annexure I to XIII. AAAL reserves the right at its sole discretion to seek relevant information, documents, etc. from the bidder, as it may consider necessary for the purpose of evaluation of the bids.

Technical Bid evaluation would be based on Bidders meeting all the Technical Evaluation criteria (TEC). Bidders not meeting any of the essential TEC listed at **Annexure-II** will be summarily rejected. The remaining bids, meeting all the TEC, and otherwise meeting all the terms and conditions of the TENDER, would qualify the technical evaluation.

3.2 Financial Bids Evaluation

- a. The date and time of opening of the Financial Bids would be intimated in advance to the bidders who have qualified, and their authorized representatives only would be permitted to participate in the opening of the Financial Bids.
- b. The Financial Bids of only those bidders who qualify and are shortlisted, after complete technical evaluation of their Technical Bid, would be opened.
- c. The bid with the lowest quoted prices (financial charges) shall be considered for appointment as Internal Auditor.
- d. In case of "Tie" in the lowest evaluated financial bid amongst two or more bidders for any particular location, the bidder with more CAG ranking points will be selected as L1.
- e. During Financial /Commercial evaluation if deemed necessary, suitable loading will be carried on the quoted prices.

4. TERM OF CONTRACT

The term of the Contract shall be initially for the period of two years i.e. Financial Year 2025-26 & 2026-27. AAAL reserves the right to extend the validity of contract for further

period of one more financial year as per the Company's requirements and the overall performance review of the Internal Audit firm by AAAL.

AAAL reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as part of the final contract.

5. CONFIDENTIALITY

- 5.1. The selected bidder (and his employees) shall not, unless AAAL gives permission in writing, 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 the airline, in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. The employees engaged by the bidder in performance of this contract will maintain strict confidentiality for all data / information which come into their possession during the course of such performance.
- 5.2. The bidder, his employees and agents shall not without prior written consent from AAAL make use of any document or information given by the user, except for purposes of performing the contract award.
- 5.3. In case of breach, AAAL may take legal action as deemed fit.

6. SUB CONTRACTING OF ASSIGNMENT

No Sub-contracting of Assignment in part or whole of the work will be permitted. In the case of reconstitution of the selected bidder, AAAL, at its discretion may allow the changed entity to continue to perform on same terms and conditions. Otherwise, such Sub-contracting would be sufficient grounds for termination of contract under this TENDER for AAAL without any notice.

7. NON-DISCLOSURE AGREEMENT (NDA)

Selected Bidder for Internal Audit in Delhi on concurrent basis and Physical Verification of Assets at stations and Inventory at Company's Locations - Delhi, Bangalore, Kolkata, Mumbai, Hyderabad & any other future location will have to execute the Non-Disclosure Agreement (with no amendments) as per the format of AAAL (**Annexure VII**).

No Disqualification declaration- The Practicing Chartered Accountant Firm and its partners/ employees in individual capacity shall be free from any disqualification under the Companies Act, 2013. An Undertaking in this regard as part of the Eligibility requirement has to be submitted. (**Annexure V-5**)

8. INDEMNITY

The bidder, in the event of being selected under this TENDER, assumes responsibility for and shall indemnify and keep AAAL harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under this tender or for which the bidder has assumed responsibilities under this contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder in connection with the performance of any system covered by the contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such

laws and regulations as may be necessary there under to conform and effectuate the contract and to protect AAAL during the tenure.

In the event of any third-party raising claim or bringing action against AAAL including but not limited to action for injunction in connection with any rights consequential to performance or non-performance of the assigned tasks by the selected bidder or its employees, the bidder agrees and undertakes to defend and / or to assist AAAL in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against AAAL.

9. OBLIGATIONS OF AAAL AS AUDITEE

- i. Pay fees for the services rendered as stated in Clause 10 (Invoicing & Payment) of Annexure-I.
- ii. Provide office working space and access to applicable systems such as SAP, Laminaar and such other applications at AAAL Offices at Delhi. The officers / staff carrying out the internal audit work, shall carry their own laptop for the work.
- iii. III. Provide information/documents/records/books of accounts, etc., that would be required by the Internal Auditors during the course of the Audit. The Internal Auditors shall verify the records in the concerned Division and photocopies, if needed, could be provided on special requisition and at AAAL"s discretion.

10. Rejection of bids (Technical Bid & Financial Bid)

The Tender response to the Technical Bid & Financial Bid will be rejected forthwith without evaluation on the following grounds:

- a) If the Technical bid or the Financial Bid has been received after due date and time of closing of the TENDER.
- b) b. If only the Technical bid has been received and Financial Bid has not been received, and vice-versa. If the Technical Bid or the Financial Bid has been received by fax or email.
- c) c. If the Technical bid has been received without relevant data.
- d) d. If the Technical bid or the Financial Bid received unsigned.
- e) The validity of the bid is lesser than 180 days.
- f) If the bid security form duly signed not attached.
- g) Such other grounds noted at the discretion of AAAL not meeting TENDER requirements.

11. Inspection (If required)

As part of the evaluation of the Technical Bids, AAAL reserves the right to inspect at its own cost the facility/facilities of the Bidders in order to assess their infrastructure and capability for fulfilling the contract as indicated in this TENDER.

12. Termination/ Exit Clause of Contract:

The Contract may be terminated under the following circumstances:

- a. In the event of unsatisfactory performance of the contract / deficiency of service by the successful Bidder, AAAL will have the right to terminate the contract by giving one (1) month prior written notice without any liability to AAAL.
- b. If there is a change in AAAL"s requirement, AAAL will be entitled to terminate the contract by giving three (3) months" advance notice in writing. In case of such termination, the financial obligation will be proportionate to the work completed by the selected bidder.
- ii. In case of breach of contractual terms and conditions of the contract, AAAL shall be entitled to rescind the contract at any time without assigning any reason whatsoever and without any liability to AAAL.

13. Compliances/Declaration/Certificates by Bidder/Auditor for Technical Evaluation:

The Firm/LLP(s) shall have to comply with and furnish for all the below items from 13.1 to 13.4 signed Mandatory Undertaking to be submitted with the Technical Bid and confirm compliances on their letterhead duly signed by the authorised signatory declaring and certifying as required under Statutory /Company rules, as under:

- 13.1 No Sub-Contracting- The Bidder/Auditor shall not sub contract the Internal Audit Work. (**Annexure VIII-1**)
- 13.2 No Conflict of Interest- No partner of Practicing Chartered Accountant Firm should be related to any Director or Key Managerial Personnel or employee of the Company within the meaning of Companies Act, 2013. (**Annexure VIII-2**)
- 13.3 Independence- Neither the Bidder/Auditor nor its partner(s) or associate should have any interest in the business of the Company. The Internal auditor(s) will be required to issue & submit Certificate of Independence. (**Annexure VIII-3**)
 - a. No Disqualification declaration- The Bidder/Auditor and its partners/ employees in individual capacity shall be free from any disqualification under the Companies Act, 2013. An Undertaking in this regard as part of the Eligibility requirement has to be submitted. (**Annexure VIII-4**).

14. Debarring Provisions:

The Audit Firm will be debarred from getting, in future, the Internal Audit of Alliance Air Aviation Limited:

- 14.1 If the Firm/LLP obtain the appointment on the basis of any false information/ mis- statement.
- 14.2 If the Firm/LLP does not take up audit in terms of appointment letter.
- 14.3 If the Firm fails to maintain/ honour confidentiality and secrecy of the Company's data, statement and any other information.
- 14.4 If the Firm/LLP fails to comply with any of the condition laid down in Clause 13 above.

15. Arbitration:

Any dispute arising out of the contract /agreement between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this TENDER document and/or the bidding process, or the validity or breach thereof, shall first be settled by mutual consultation. If the dispute remains unresolved after a period of 30

(ninety) days from the date when the mutual consultation has started, the matter shall be referred for settlement to 'SCOPE FORUM OF CONCILIATION AND ARBITRATION', Govt. of India, and the award made in pursuance thereof shall be final and binding on the parties.

16. Jurisdiction

Any proven dispute whatsoever shall be subject to the jurisdiction of the courts of New Delhi, India only.

17. Periodicity of Audit:

- i. The audit should be conducted on regular basis at transaction level with reporting on the same on quarterly basis for each of the two years period.
- ii. Time being the essence of the contract, it is expected that the Internal Audit Report is submitted as per the format covering quarterly review periods and the observations reported are required to be discussed with the action taken report with the Company Management and observations' pending action to be carried forward for reporting in the subsequent reporting period.
- iii. Internal Report with an executive summary to be provided as part of the assignment.

18. Place of Audit:

The audit work shall be conducted at the Registered/Corporate Office of the Company presently at Alliance Bhawan, Domestic Terminal-1. IGI Airport, New Delhi-110037.

19. Invoicing and Payment Clause:

- a) For each quarter, 15% of the awarded audit fees will be paid after completion of Audit work and submission of quarterly Audit Report along with executive summary duly accepted by AAAL.
- a. The quarterly reports shall include report on the verification and reconciliation of year end activities as given in work scope Annexure-I to qualify for the payment of that quarter.
- b. The balance audit Fees of the contracted value will be paid on completion of entire Audit, including conduct of audit up to and including final accounts of 2025-26 & 2026-27 and subsequent discussion and acceptance of 'Final Internal Audit Report' by the Audit Committee.
- c. Invoice for Audit Fees will be submitted to the CFO along with the final signed periodic report, such other supporting documents indicating that audit work has been completed as per the agreed terms and conditions and a certificate stating that awardee had completed the audit assignment as per given work scope and/ or any other assignment from time to time as per terms of this TENDER.
- d. For the awarded location, the selected bidder will not be paid for local travelling, transport, office and stationary expenses for report preparation and/or presentations, or visits for meetings for any purposes related to the Internal Audit assignment. With specific approval of AAAL for travel outside the awarded location in connection with the Internal Audit assignment, AAAL will provide the required air tickets on its services and hotel accommodation on bed and breakfast basis at contracted hotels at the place of visit. Reimbursement of other travel related expenses will be admissible as "Out of pocket expenses" over the contract duration, subject to a maximum of 10% of contract value for the relevant location excluding GST. Such out of pocket expenses will be reimbursed along with final invoice.

20. Penalties for delay / deficient / non-performance:

There will be penalties applicable under the contract with the selected bidder. These penalties will be for delays attributable to such selected bidder in taking up the assignment, in the form of liquidated damages @ 0.5% / week of the delay subject to a maximum of 10% of contract value. Penalties will also be applicable for delay / deficiency / non-performance, attributable to selected bidder post award subject to overall maximum of 20% of the contract value.

21. Others:

- a) All the Reports, working papers, supporting and collected records / data / information in hard copy and / or soft format will be property of AAAL and to be handed over to respective Internal Audit units in hard copy / soft copy in open format (MS-Word and MS-Excel) for use by AAAL at the end of assignments.
- b) The selected bidder shall ensure that the staff deployed by them do not violate any rules of AAAL Ltd. and/or regulations of any Authority (Govt or public) i.e., MIAL/DIAL/AAI/BCAS etc and that they do not indulge in any unlawful activity. If any such incidence happens, the selected bidder will be held responsible.

Annexure – I
(TO BE SUBMITTED ON BIDDER'S COMPANY LETTER HEAD)
SCOPE OF WORK

S. No.	Activities	Limits of the Vouchers	Extent of Checking
1	EXPENDITURE Verify all expenditure as per limits given with reference to contracts / PO / Repair Orders , certification, etc.	a)Expenditure> = Rs. 1,00,000 (Aprox. 1000 Transactions Per Month) b)Expenditure<Rs. 1,00,000 (Aprox. 1000 Transactions Per Month)	100% 25%
2	REVENUE	a) Revenue system reports / processes to be verified (Pax, Cargo, Mail, EBT) b) verification of reports generated by M/s Bird c) ATO / CTO / Agents sales accounting & Reconciliations d) Refund / Chargebacks e) Forward Sales vs Flown revenue reconciliations f) RCS & VGF billings g) Charter / other Misc. billings h) Inter company billing (SOD / IROP) i) Third part Non- IATA billings j) Third party – IATA billings (may be introduced later)	100%
3	DEBTORS / CREDITORS Scrutiny of Debtors & creditors in relation of ageing	All accounts	100%
4	STATUTORY COMPLIANCES TDS, GST, PF, ESIC, Professional Tax, TDS on GST	All taxes Comment specifically on: a)Validating the correctness of statutory dues booked in books b)Delay in deduction & deposit of Statutory dues c)Penalties/ Fines/ interest on delayed payments d)Non-availing of Input GST based on reco already done e)Submission of returns to authorities	100% 100% 100% 100% 100%

5	STAFF COST Payroll, Recruitment, maintenance of time and attendance, leave policy, Over time, Payroll processing, payment processing, advance & loans, statutory compliance, bonus calculation, PF/ESIC/Gratuity/ profession tax, Payroll TDS	All Accounts	50%
6	CASH & BANK MANAGEMENT Bank Reconciliation Statement	All Accounts	100%
7	FIXED ASSETS/ Inventory	a)Capitalization / scrappage of fixed assets during the year b)Physical Verification and report of Fixed Assets and Inventory (reports to be submitted at year end) c)Reconciliation of Inventory between Ramco and SAP	100% 100% 100%
8	Detailed Activity	a)Scrutiny of preliminary Trial Balance as at the end of every quarter and raising queries in respect thereof for necessary accounting action. b) Checking of depreciation. c) Periodic checking of Petty Cash Balance. d)Cash verification as on 31st Mar, for all locations including imprest cash and reconciliation with main books. e)Balance confirmation certificates in respect of Sundry Debtors/Sundry Creditors/Deposits/Loans and advances at the end of the year. f)Balance confirmation certificates received from the banks g)Open Work order as on 31st March —Status and justification thereof h)Statutory Liabilities as on 31St March i)Fraud cases for provisioning and for departmental action and/or staff accountability. j)Scrutiny of contingent liability k)Reconciliation of Form 26 AS / TDS receivable from party l)Scrutiny of related party transactions. m) Detailed checking of Lease liability as per IND AS 116. n) Applicability of clauses as per law of the land	100%
9	Accounting policies / Applicability	As per Ind AS	100%

10	OTHER MATTERS	As suggested by the Management / Board or due to amendment in Statutory Law	100%
11	Reporting	Quarterly Internal Audit report to be Submitted within one month from the end of the quarter. Physical verification report of the assets and Inventory to be submitted at Year end.	

Notes:

The above work scope is only illustrative and not exhaustive. The management reserves the right to revise the same from time to time.

The Internal Auditor should conduct risk based assessment, identify the potential risk areas and based on the same include other activities also in their scope of work.

The Internal Auditors should provide optimal audit coverage commensurate with the size and nature of the Company's business.

The Internal Auditors may also be assigned to conduct special reviews in respect of any activity/department.

The Internal Auditors may also be assigned to conduct review of out Station on AAAL's network.

Internal Audit should be conducted in accordance with the provisions of Companies' Act 2013 duly amended.

Based on the Internal Audit activities performed by them the Internal Auditors should suggest measures to the management for:

- i. Strengthening of internal control/Checks systems and procedures.
- ii. Adoption of industry best practices.
- iii. Elimination of Wasteful practices

ANNEXURE-II
(TO BE SUBMITTED ON BIDDER'S COMPANY LETTER HEAD)

TECHNICAL EVALUATION CRITERIA (Mandatory Eligibility Criteria)

1. Bids of the Bidders who fulfil the following Technical Evaluation Criteria (TEC), and submit documentary proof thereof along with the Technical Bid, will only be eligible for evaluation of the bids.
2. Bidders are required to indicate the compliance status for each of the Mandatory criteria by stating "Yes" or "No".
3. The documentary evidences as required be attached with this Annexure in sequence of the criteria.
4. „No" to compliance status of any one of the criteria could result in disqualification of the bid as these are mandatory criteria.

S. No.	Mandatory Requirements	Criteria	Documentary evidence to be attached with the Technical Bid	Compliance Status (Yes/ No)
1.	The bidder must be presently empanelled with C&AG.		As per the Certificate issued by the C&AG as on 28.02.2025 and/ or 31.03.2025	
2.	The bidder should have been in existence since last 5 years as on 01 st April 2025 having its functioning office based in Delhi/ New Delhi as per the current records of the Institute of Chartered Accountants of India (ICAI).	5 years as on 01 st April 2025	Documentary proof of registered office	
3.	C&AG ranking points for empanelment as on 28.02.2025 and/ or 31.03.2025	Minimum 70 Ranking Points	Empanelment letter of C&AG showing ranking points.	

4.	Minimum number of Full Time Partner (FTP) and Qualified CA (QCA) or CMA in full time employment with CISA / DISA qualification available for Audit requirements.	Minimum 02(Two) FTP / QCA or CMA	Certified copy of Qualification certificate	
5.	Minimum number of assignments in the last 5 years as Internal/Statutory Auditor of Companies/PSUs except Bank / Branch Audit having an annual turnover of not less than Rs.500crores.	Min 05 Companies (out of 5 companies, 2 should be PSUs)	To give at least 2 Experience Certificate / Appointment letter from Client Companies/PSUs along with self-certified List of companies audited under the signatures of at least two partners of the bidder containing details such as - i.Name of Auditee with location ii.Type of Audit (Statutory/Internal) done iii. Years of Audit iv.Duration v.Turnover (Rs.in crores)of company audited for relevant period Attach list indicating PSU name and attach a Self Certified Declaration on letter head and signed	
6.	Firm/LLP should not have been debarred/disqualified/black listed by any regulatory/statutory body or Government Entity/National Agency/Institution for corrupt or fraudulent practices or for any other reason.	No Debarring	Self Certified Details and Undertaking duly signed by the Lead Partner.	

7.	Bidder to submit with the Technical bid, the required Undertaking towards confirming unconditional Compliances/Declaration/Certificates by Firm(s) for Technical Evaluation pertaining to “No Sub-Contracting”, “Non-Disclosure” and “Confidentiality”, “No Conflict of Interest”, “Independence”, “Maximum Secretarial Audit Limits not exceeding” and “No Disqualification” declarations.		Self Certified Details and Undertaking duly signed by the Lead Partner.	
8.	Bidder to confirm through an Undertaking Unconditional compliance to all the terms and conditions of this tender and abide by these in the event of being awarded the contract.		Self Certified Details and Undertaking duly signed by the Lead Partner.	

Annexure III
(TO BE SUBMITTED ON BIDDER'S COMPANY LETTER HEAD)
To be submitted / Upload in Technical Bid

To,
Chief Financial Officer
Alliance Air Aviation Limited,
Alliance Bhawan, IGI Airport, Domestic Terminal 1,
New Delhi-110037

BIDDER'S PROFILE

Sl. No	Particulars	Description (Fill the required information in the format)
1	Registration details:- Name of the Bidder	
2	a. Date of Registration with ICAI. b. Indicate type i.e. Firm or Limited Liability Partnership (LLP) etc.	
3	Locational details- Complete Postal Address and date since when functioning for i. Head Office ii. Office —Delhi	
4	Contact Details -	

	Contact Person (s), Telephone Numbers, Fax Number, E-Mail Address, for each office at Sr.No.3.			
5	a. Bank Details including Account Name, Account Number, Bank Branch & Details, IFSC Code b. PAN No. of Bidder c. GST No. of Bidder			
6	Financial Details (To ensure that the data given below matches with the audited Annual Reports copies filed with technical bid)	2021-22	2022-23	2023-24
	i. Total Turnover —Rs. In lacs			
	ii. Certified Turnover from Internal Audit- Rs. in lacs (Attach a Self-Certified Certificate to support the above disclosures) *In case audited Reports are not available, provide provisional certified figures.			
7	Skilled Qualified Resources:- Numbers of Full Time Partner	2021-22	2022-23	2023-24
	a. Number of Qualified CAs/CMAs c. Number of Semi-Qualified Assistants d. Numbers of Experts, if any (Mention here the nos. only, at each location bid i.e. Head Office and Branch offices at Mumbai, Chennai, Hyderabad, Kolkata.. Detailed listing to be given in the format at Annexure-IV given below)			
8	Experience Details			

	a. Provide list for companies audited with Turnover of such company in excess of Rs.500crores for last 5 years (Indicate details for at least Min. 5 and Max. 10 such companies for each year) b. Provide details of Other assignments experience for last 3 years (Indicate details for at least 3 companies for each year) c. Indicate experience of audit in SAP/other ERP based environment (For last two years)	Name of Company audited Name of Company Name of Company	Year of Audit Year of Assignment Year of Assignment	Type of Audit — Statutory/Internal Audit Type of Assignment- Physical Verification/other (specify each type) Mention ERP handled (SAP/Other)
9	Please indicate whether any proceedings initiated by the ICAI/any other body against the Bidder or its partner(s) at any point in time in the last 5 years. (If applicable, Self-certified details to this effect be given on bidder's letter head)			
10	Peer Review Status and certification from Peer Review Board of ICAI (State details)			
11	C&AG ranking points for empanelment as on 28.02.2025 and/ or 31.03.2025			

Name of the Bidder

Bidder's Stamp & Signature

Annexure-IV

(TO BE SUBMITTED ON BIDDER'S COMPANY LETTER HEAD)

Details of Manpower Resources (Partners and Assistants of Bidding Entity to supplement information provided at Sr.No.7 of Annexure-III)

1	Details of Partner	Name	Membership No.	Mem.Type FCA/ACA/CMA (Indicate separately for DISA/CISA holders)	Date of Joining	Location	Full Time (YIN)	Total Audit Experience a.Overall experience (inYears)- b.Airlines /Aviation Industry (in Years) c.SAP/ERP experience. (in Years)
2	Details of Qualified Assistants	Name	Membership No.	Mem.Type FCA/ACA/CMA (Indicate separately for DISA/CISA holders)	Date of Joining	Location	Full Time (YIN)	Total Audit Experience a.Total experience (in Years)- b.Airlines / Aviation Industry (in Years) c.SAP/ERP experience (in Years)

3	Details of Semi-Qualified Assistants	Name	Indicate Inter CA / CMA	Date of Joining	Location	Full Time (Y/N)	a.Total Experience (in Years) b.SAP / ERP Experience (in Years)
4	Details of Domain Expert, if any associated with Bidder	Name	Indicate Expert / Professional Field in which qualified	Date of Joining	Location	Full Time (Y/N)	Total Experience in Years- Also, state Airlines/ Aviation experience (in Years), if any

Indicate (*) against those Associates / Assistants who possess experience in handling auditing in SAP environment.

Name of the Bidder

Bidder's Stamp & Signature

Annexure V**AUTHORIZATION LETTER FOR ATTENDING BID OPENING****(TO BE SUBMITTED ON BIDDER'S COMPANY LETTER HEAD)****(On Bidder's letterhead)**

Dated : / / 2025

To
 Chief of MMD
 Alliance Air Aviation Limited
 Alliance Bhawan, IGI Airport, Domestic Terminal 1
 New Delhi-110037.

Sub: Authorization for attending opening of TECHNICAL I FINANCIAL BID**Opening Date:****Time:**

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

S. No.	Name	E-Mail	Contact No	Signature
---------------	-------------	---------------	-------------------	------------------

Signature.....

Authorized Signatory's Name:

Bidder Name:

NOTES:

1. Permission for entry to the office where bids are opened may be refused in case authorization as prescribed above is not received.
2. The authorized representatives, in their own interest, must reach venue of bid opening well in time.
3. The authorized representatives must carry a valid photo identity.
4. Separate authorization letters would be required for Technical and Financial Bid opening.

Annexure VI

**CERTIFICATE OF UNDERTAKING AND COMPLIANCE CERTIFICATE
(ON BIDDER'S LETTER HEAD)**

To
CFO, AAAL
Alliance Bhawan, IGI Airport,
Domestic Terminal 1
New Delhi-110037.

Sir,

It is certified that we have studied and understood the terms and conditions of the TENDER for Nature of the work: Internal Audit and Physical Verification of Assets and inventory for AAAL Limited and agree to abide and comply unconditionally with all the terms and conditions contained in this TENDER.

1) Having examined the Conditions of Assignment for the above Contract, i.e. Appointment for Internal Audit of AAAL, we qualify under the minimum eligibility criteria and offer to undertake the work in conformity with the Conditions of Assignment for the Delhi location.

2) We specifically undertake to complete and deliver the work-scope comprised in the TENDER and agree to abide by the General Terms and Conditions also.

3) We confirm that the bid is valid for 180 days from the notified last date of submission of TENDER.

4) List of documents attached with the TENDER.
1
2
3
4
5

6

Dated day of
Signature in the capacity of

Name

I am duly authorised to sign TENDER for and on behalf of
AUTHORISED SIGNATORY

Name of the Bidder

Bidder's Stamp & Signature

Annexure-VII

***NON-DISCLOSURE AGREEMENT to be printed and signed on Rs. 100/- Non-Judicial stamp Paper
(NDA to be discussed and executed with successful bidder)***

This Non-Disclosure Agreement (this "Agreement is made on this day of
, 20XXat

BY AND BETWEEN

ALLIANCE AIR AVIATION LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at Alliance Bhawan, Domestic Terminal-1, Airport, New Delhi — 110037 (hereinafter referred to as "**AAAL**" 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 ONEPART.

AND

....., a empaneled entity with the CAG with its registered office at(hereinafter referred to as "**Entity**" which expression shall, unless it b repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the OTHERPART.

Both parties hereto collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. ALLIANCE AIR AVIATION LIMITED is a Government of India undertaking and is inter-
alia engaged in the business of Maintenance, repair & Overhaul
services of aircrafts and its parts.
- B. is inter-alia engaged in the profession of providing various types of accounting and
auditing services.

- C. Pursuant to Tender dated bearing No. for "TENDER FOR APPOINTMENT OF INTERNAL AUDITORS in Delhi on concurrent basis AND Physical Verification of Assets and Inventory at Company's Locations - Delhi, Bangalore, Kolkata, Mumbai, Hyderabad & any other future location (only year end activity). AAAL has agreed to award the Internal Audit to M/s-----and accordingly, issued a Letter of Appointment dated -----to enable the selected bidder to commence its internal processes required for carrying out the required Internal Audit services as per the tender. The parties are currently, in the process of finalizing the terms of the definitive final agreement.
- D. During the course of procurement of the Internal audit, AAAL may disclose/share AAAL's proprietary and confidential information with the selected bidder and/or it may have access to/receive certain technical, non-technical, financial, business and other Confidential Information (as hereinafter defined) of AAAL.
- E. 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.

For purposes hereof, the term "Disclosing Party" shall refer to "AAAL" and the term "Recipient" shall refer to "Entity".

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

1. Definition. "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, 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. 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.

2. Scope. This Agreement is intended to cover Confidential Information disclosed by AAAL both prior and subsequent to the date hereof.

3. Obligations of Recipient. 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 letter shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.

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 Internal audit) and shall impose the same obligation on its employees, who obtain knowledge of Confidential information.

4. Compelled Disclosure. In the event that Recipient or any of Recipient's Representatives is requested or required (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. In the event that such protective order or other remedy is not obtained, or AAAL grants 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.

5. Use. Recipient shall not use any Confidential Information for any reason other than as may be necessary for the Purpose. Recipient agrees to make no other use of the Confidential Information or to incorporate any Confidential Information into any work or product.

6. 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. 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.

7. **Return of Confidential Information.** Promptly following the earlier of (i) the termination of this 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 Obligation.** 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 may be terminated by either Party by giving the other Party no less than thirty (30) days prior written notice; *provided, however*, that, notwithstanding anything herein to the contrary, Recipient's obligations with respect to each item of AAAL's Confidential Information will survive for a period of three (3) years following the disclosure of the applicable Confidential Information unless such survival is stipulated by law for a longer period.
 11. **Governing Law.** 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 cancelled 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 cancelled.

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. **Entire Agreement; No Assignment; Counterparts.** 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. This Agreement may not be assigned by Recipient by operation of law or otherwise without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed. 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.

ALLIANCE AIR AVIATION LIMITED

By:

Name: Title:

Selected Bidder

By:

Name: Title:

WITNESSES:

1.

Annexure: VIII-1

UNDERTAKING / DECLARATION – NO SUB-CONTRACTING

(Undertaking from the firm on its letterhead)

We (and our employees) shall not subcontract any portion of internal audit work under this tender and failure to discharge this obligation will be considered by AAAL to be a Termination Event under Clause 6 of the tender.

Signature and seal of authorized person

Date:

Place:

Annexure: VIII-2

UNDERTAKING/DECLARATION – NO CONFLICT OF INTEREST

(Undertaking from the firm on its letterhead)

It is certified that our firm or partner or employee are not related to any Director or Key Managerial Personnel or employees of AAAL within the meaning of the Companies Act, 2013. It is further certified that no conflict of interest exists in AAAL as on date and if in the future such a conflict of interest arises, we will intimate the same to AAAL.

Signature and seal of an authorized person

Date:

Place:

Annexure: VIII-3

UNDERTAKING/DECLARATION – INDEPENDENCE

(Undertaking from the firm on its letter head)

It is to certify that our firm and its partners/employees does not have any interest in the business of the Company. It is to further certify that our firm and its partners/employees will comply with the independence requirements during our tenure and will independently perform their duties.

Signature and seal of an authorized person

Date:

Place:

Annexure-IX

Financial Bid Format

**Outsourcing of Internal Audit & Physical Verification of Assets and Inventory for the period
April 2025 to Mar' 20XX**

S. No.	Description	Amount (Rs.) (Excluding GST)	Applicable GST %	Total Amount (Inclusive of GST)
1.	Consolidated Fees for concurrent Internal Audit activities AAAL in Delhi and Physical Verification of Assets at stations and Inventory at Company's Locations - Delhi, Bangalore, Kolkata, Mumbai, Hyderabad & any other future location (only year end i.e. as on 31' March 20..) as specified in Scope of Work and for providing required reports as mentioned in Annexure I (Scope of Work).			
Total				

Signature:.....

Authorized Signatory's Name:.....

Selected Bidder:.....

Date:.....

Notes :

1. GST shall be paid as per applicable rates.
2. Indicate Charges/ Fee both in figures and words for which bid is submitted. In case there is any discrepancy between figures and words, the Charges/Fees in words shall prevail.
3. There should not be any cutting / overwriting. In case of cutting / overwriting, the bidder has to initial the same, otherwise such bid shall be rejected.
4. The GeM Financial Bid Format & Tender documents Financial Bid amount should be same otherwise the bidder will be disqualified.

ANNEXURE—X

DECLARATION OF BLACKLISTING FORM

To be submitted on the Bidder's Letter Head)

I/We hereby declare that neither I/We nor our Company/Firm or a parent, subsidiary or associate Company under direct or indirect common parent is/are presently nor in the past been placed on any Black list or Holiday list by any Public Sector Company in India or by any Department of State or Central Government and that there is no pending inquiry by any Public Sector Company in India or by any Department of State or Central Government, against us or our Company/Firm, a parent, subsidiary or associate Company as aforesaid, in India, in respect of criminal, corrupt or fraudulent practice(s). It is understood that if this Declaration is found to be false, Alliance Air Aviation Limited (AAAL) shall have the right to reject my/our proposal/tender and the agreement is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to AAAL.

Place:

Date:

(Stamp/Signature/Name of Authorised Signatory)

ANNEXURE—XI

UNDERTAKING/DECLARATION – NO DISQUALIFICATION

(Undertaking from the firm on its letter head)

It is certified that our firm and its partners/employees are not disqualified under the Companies Act, 2013. It is further certified that we have not been blacklisted/debarred/disqualified by any regulators/statutory body in India in the past.

It is certified that there is no investigation pending against us or our CEO, Directors/Partners/Employees. It is further certified that, no actions have been initiated against our firm or its CEO, Directors/Partners/Employees under Companies Act, 2013 or any other Government/Statutory agencies with regard to any financial irregularities.

ANNEXURE -XII
(To be submitted on Bidder's Company Letter Head)
TENDER ACCEPTANCE LETTER

To,
Alliance Air Aviation Limited
Alliance Bhawan, Terminal I,
IGI Airport, New Delhi-37.

Dear Sir,

The Bid documents/corrigendum(s) issued for

.....vide GeM Bid

No..... by your department/organization has been taken into consideration, while submitting this acceptance letter. I/We hereby unconditionally accept all the tender/bid terms & conditions as mentioned in tender/bid document(s)/ corrigendum (s) in its totality/entirety. I/We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking. I/We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/

organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Signature and Seal of the Bidder

Business Address:

ANNEXURE—XIII

BID SECURITY DECLARATION FORM

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

Date

To
Alliance Air Aviation Limited,
If We, the undersigned, declare that:

Tender Reference No.: AAAL/Internal Auditor/2025 dated-----

I/ We understand that according to your conditions, Bids must be supported by this Bid Security Declaration.

I/ We accept that I/ We may be disqualified from bidding for any contract with you for a period of one (01) year from the date of such notification/ intimation to us in the event I/ We are found to be in breach of the terms, conditions and obligations of this Tender due to any of the following reasons:

- a) If I/ We have withdrawn/ modified/ amended our Bids, or have impaired or derogated from the Tender conditions or our submitted Bids during the Bid validity period; or
- b) If We have been notified about the acceptance of our Bid and have been awarded the letter of intent for execution of the Contract pursuant to the bidding process during the Bid validity period and If We either (i). fail to accept the letter of intent or execute the Contract and/ or(ii). fail to furnish the requisite Security Deposit/ performance security in accordance with the instructions given to the Bidders.

I/ WE understand that the Bid Security Declaration shall cease to remain valid in case I/ We are not the Successful Bidder, upon earlier of (i). the receipt of your notification regarding the name of the Successful Bidder; or (ii). thirty days of the expiration of validity of my/ our Bid.

Signed:

[Insert name and capacity of the person authorized to sign]

Duly authorized to sign on behalf of the [insert complete name of the Bidder]

Date on this (*) day of (*) month, 20

Corporate seal of the Bidder

Check List of Items/Documents
to be attached
(On Bidder's letterhead)

- 1. Technical Evaluation Criteria (Mandatory Minimum Eligibility) compliance as per ANNEXURE-II**
- 2. Bidders Profile at ANNEXURE-III duly filled in with required supporting documents.**
- 3. Details of manpower as per Annexure IV**
- 4. Authorisation letter as per Annexure V**
- 5. Certificate of Undertaking and Compliance as per ANNEXURE-VI.**
- 6. Non-Disclosure Agreement as per ANNEXURE-VII**
- 7. Compliances/Declaration/Certificates by Firm/LLP(s) for Technical Evaluation as per Annexure VIII 1 to 3.**
- 8. Financial Bid Format duly filled in as per ANNEXURE-IX**
- 9. Declaration OF BLACKLISTING FORM. ANNEXURE- X**
- 10. No disqualification declaration Annexure-XI**
- 11. TENDER ACCEPTANCE LETTER Annexure -XII**
- 12. Bid Security Declaration Annexure-XIII**

Note: The list above is indicative. Bidders should go through the tender Document carefully and provide documents/details in support of their bid.