

RFP for Selection of a Consultant for Organizational Restructuring of Alliance Air

Request for Proposal (RFP)

**For the Selection of a Consultant for Organizational Restructuring and HR Policy Making
of Alliance Air Aviation Limited**

Tender No. – AAAL//2023/Pers/1393

Dated: - 02.01.2023

Last Date & Time for Submission of Bids: 23.01.2023, 15:00 Hrs.

Date of Opening of Technical Bid: 23.01.2023, 15:30 Hrs.

Contents

| | | |
|-----------|---|----|
| 1 | Disclaimers | 4 |
| 2 | Bid Details | 5 |
| 2.1 | Process of Selection | 5 |
| 2.2 | Activities | 5 |
| 2.3 | RFP Validity period | 6 |
| 2.4 | Communication on the RFP | 6 |
| 2.5 | Sub-contracting | 6 |
| 2.6 | Bid Security/EMD | 6 |
| 2.7 | Security Deposit /Performance Bank Guarantee | 7 |
| 3 | Definitions | 7 |
| 4 | Overview of Alliance Air | 8 |
| 5 | Invitation | 8 |
| 6 | Instruction to Bidders | 9 |
| 7 | Eligibility Criteria | 12 |
| 7.1 | Additional requirement | 15 |
| 7.2 | Technical Bid | 15 |
| 7.3 | Financial Bid | 15 |
| 8 | Terms of Reference (ToR) | 16 |
| 9 | Submission of Bids | 17 |
| 9.1 | Pre-Bid Clarifications | 17 |
| 9.2 | Clarification to Pre-Bid Queries/Issue of Corrigendum | 17 |
| 9.3 | Submission of Proposals | 17 |
| 9.4 | Submission of Bids | 18 |
| 9.5 | Reference points for submission of Bids | 19 |
| 9.6 | Instruction for submission of bids | 19 |
| 9.7 | Assistance to Bidders | 20 |
| 9.8 | Rules for Responding to this RFP | 20 |
| 10 | Evaluation of Bids | 21 |
| 10.1 | Opening of Bids | 21 |
| 10.2 | Preliminary Scrutiny | 21 |
| 10.3 | Technical Evaluation | 21 |
| 10.4 | Financial Evaluation | 23 |
| 10.5 | Notification of Outcome | 24 |
| 10.6 | Right to Accept/Reject Any or All Proposal(s) | 24 |
| 10.7 | Contract Finalization and Award | 24 |

| | |
|--|--------------------|
| ANNEXURE -I: BID SECURITY DECLARATION | 25 |
| ANNEXURE -II: CHECKLIST FOR SUBMISSION OF RESPONSE TO RFP | 26 |
| ANNEXURE- III: UNDERTAKING CERTIFICATE(ON BIDDER'S LETTER HEAD) | 28 |
| ANNEXURE- IV: ELIGIBILITY/ PRE-QUALIFICATION BID | 30 |
| ANNEXURE -V: FORMAT FOR RELEVANT ENGAGEMENTS | 32 |
| ANNEXURE- VI: FORMAT FOR REFERENCE LETTER/EMAIL FROM CLIENT | 33 |
| ANNEXURE- VII: DECLARATION : NO DEFAULT ON ANY PROJECT IN JURISDICTION OF INDIA | 34 |
| ANNEXURE- VIII: DECLARATION : NOT PENALIZED OR FOUND GUILTY IN ANY COURT OF LAW | 35 |
| ANNEXURE- IX: DECLARATION: NUMBER OF FULL - TIME PROFESSIONALS | 36 |
| ANNEXURE- X: AUTHORIZATION LETTER–BID OPENING FORMAT | 37 |
| ANNEXURE- XI: COVERING LETTER-TECHNICAL BID | 38 |
| ANNEXURE- XII: DECLARATION, NO OWNERSHIP OR CONTROL OF AAAL EMPLOYEES (OR RELATIVES) | 39 |
| ANNEXURE- XIII : TECHNICAL BID | 40 |
| ANNEXURE -XIV : TECHNICALBID (EVALUATION MATRIX) | 42 |
| ANNEXURE -XV : PROFILE OF TEAM LEADERS AND KEY TEAM MEMBERS WHO WILL BE ASSOCIATED WITH THE ASSIGNMENT | 44 |
| ANNEXURE -XVI : SUBMISSION OF FINANCIAL BID | 45 |
| ANNEXURE -XVII : AUTHORIZATION LETTER FOR ATTENDING FINANCIAL BID OPENING | 46 |
| ANNEXURE -XVIII : INTEGRITY PACT | 47 |

1 Disclaimers

The information contained in this Request for Proposal (RFP) document or information provided subsequently to the Bidder(s) or applicants, whether verbally or in documentary form, by or on behalf of Alliance Air (**ALLIANCE AIR**), is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions, subject to which such information is provided.

This RFP document is not an agreement and is neither an offer nor an invitation to offer by ALLIANCE AIR. This RFP invites proposals from qualified applicants to submit the bids (“**Bidders**”). The purpose of this RFP is to provide the Bidder(s) with information and to assist them in formulating their proposals (Bids). This RFP does not claim to contain all the information each Bidder may require. Each Bidder should, at its costs without any right to claim reimbursement, conduct its investigations, and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and, wherever felt necessary, obtain independent advice.

The information in this RFP document is selective and subject to update, expansion, revision, and amendment. ALLIANCE AIR does not undertake to provide any Bidder with access to any additional information, to update the information in this RFP document, or to correct any inaccuracies, which may become apparent. ALLIANCE AIR reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed on the website of ALLIANCE AIR. Any information contained in this RFP document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by ALLIANCE AIR.

Information provided in this RFP is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Further, ALLIANCE AIR also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

ALLIANCE AIR reserves the right to reject any or all the Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of ALLIANCE AIR shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

2 Bid Details

Purchaser: Alliance Air (hereinafter referred to as “**ALLIANCE AIR**”)

Address:
 Assistant Manager MMD
 Alliance Air Aviation Limited
 Alliance Bhawan, Domestic Terminal – 1, I.G.I. Airport,
 New Delhi – 110037, Delhi, India (IN)

Website: www.allianceair.in

2.1 Process of Selection

The process of selection of successful Bidder would be as follows:

- a) Issue of RFP
- b) Pre-Bid Meeting/ Clarification /Corrigendum (if any)
- c) Submission of Bids
- d) Opening of Eligibility Bids
- e) Opening of Technical Bids
- f) Technical Bid Evaluation
- g) Presentations of the Bidders & interviews of select resources meeting eligibility criteria with Evaluation Committee -Technical Score
- h) Opening of financial bids of the Bidders that are technically qualified (Technically qualified Bidders will be ones that have scored above the predefined threshold of seventy percent.
- i) Award of contract to the most responsive Bid based on QCBS method (Quality and Cost Based Selection) combining score of the Bidder giving weightage of 70:30 for technical and financial scores respectively.

2.2 Activities

| Activities | Date, Time & Place |
|--|---|
| Date of Issuance of RFP | 02.01.2023 |
| Submission of pre-bid written queries (e-mail only) | 10.01.2023 |
| Pre-Bid Conference/Meeting (Online) – The meeting link will be published at www.allianceair.in | 13.01.2023 |
| Publication of pre-bid clarifications and issue of Corrigendum (if any) www.allianceair.in | 16.01.2023 |
| Last Date for submission of bids | 23.01.2023 |
| Date and time for opening of Technical bids | 23.01.2023 |
| Opening of Financial bids | To be intimated post completion of evaluation of Technical Bids. |

Note:

- i. ALLIANCE AIR reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on ALLIANCE AIR's website.
- ii. This bid document is not transferable.
- iii. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.
- iv. All time mentioned are Indian Standard Time =GMT+5.30 Hours

2.3 RFP Validity period

- a) RFP responses will remain valid and open for evaluation according to their terms for a period of at least 90days from the last date of submission of bids.
- b) ALLIANCE AIR shall also have the right at its sole and absolute discretion to continue the assignment/contract with the successful Bidder/s for future requirements on the rates finalized in this processing for various items/activities as described in the financial bid, or at the price negotiated thereafter, after expiry of current assignment period. In exceptional circumstances, ALLIANCE AIR may solicit the Bidders' consent to an extension period of validity.

2.4 Communication on the RFP

- a) Recipients are required to direct all communication for any clarification related to this RFP to the RFP Coordinator mentioned below:

RFP Co-ordinator Alliance Air

Vimal Kishor Tripathi, Email : headpers@allianceair.in

All queries relating to the RFP, technical or otherwise, must be submitted by email only and will be entertained by ALLIANCE AIR only in respect of the questions received up to the date and time specified in the section Bid Details. ALLIANCE AIR will respond to the queries in the pre-bid meeting. Post-pre-bid meeting, the clarifications/corrigendum(s) will be published in ALLIANCE AIR www.allianceair.in

- b) ALLIANCE AIR may, in its absolute discretion, seek but shall be under no obligation to seek additional information or material from any Bidders after the closure of RFP, and all such information and material provided will be taken to form part of that Bidders response.

2.5 Sub-contracting

Sub-contracting is not allowed. Formation of consortium or association of consultants or sub- contracting of services in whole or part with other firms shall not be permitted. If the consultant / Bidder is found not to possess the requisite capabilities, it will be summarily rejected and disqualified from the process for this assignment.

2.6 Bid Security/EMD

2% of the Tender value, It is to be noted that there is no higher capping as per MMD Manual). Bid Security Declaration Form to be filled up by MSE (Micro and Small Enterprises Units only.

- a) All the Bidders shall submit a "Bid Security Declaration" as EMD – please refer format at

Annexure 1.

- b) Bids submitted without the prescribed EMD or “Bid Security Declaration” or any other format will be liable for rejection without providing any opportunity to the bidder concerned.
- c) Bid Security Declaration must remain valid for at least 30 days beyond the final bid submission date, and the validity of the Bid Security Declaration should be extended in the event the last bid validity date is extended.
- d) Bid Security Declaration of all unsuccessful bidders would go void from the final selection processes. The Bid Security Declaration of the selected empaneled bidder(s) would be void upon Performance Bank Guarantee (PBG) submission.
- e) The Bidder(s) may be penalized with suspension for participation in the future for a period of up to one year, if:
 - o Bidder withdraws the proposal or increases the quoted prices after the opening of the Proposal and during the period of Bid validity or its extended period, if any.
 - o In case of a successful Bidder, if the Bidder fails to sign the contract the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee following conditions (including timelines for furnishing PBG) of this RFP.
 - o If the bidder is found indulging in any corrupt, fraudulent, or other malpractice in respect of the bid.

2.7 Security Deposit / Performance Bank Guarantee

- a) The selected Bidder has to provide an unconditional and irrevocable Security Deposit in the form of a Demand Draft an amount equivalent to **3 Percent of the Total Contract Value for a period post 60 days on completion of the contract period**, from a Scheduled Commercial Bank in India towards due performance of the contract in accordance with the specifications, terms and conditions of RFP document, within 15 days from the date of issuance of LOI by ALLIANCE AIR. The Performance Guarantee shall be kept valid up to 60 days, beyond the contract period. if the consultant / Bidder fails to furnish Performance Bank Guarantee within 15 days from the date of selection by ALLIANCE AIR for any reason whatsoever the Bidder may be penalized with the suspension for participation in future procurement processes for a period of up to one year. The cost of Performance Guarantee would have to be borne by the successful Bidder. In case, the contract extended for any reason, the PBG need to be extended accordingly by the selected Bidder.

3 Definitions

- a) “ALLIANCE AIR” means Alliance Air Aviation Limited which is a scheduled operator. At present it is operating fleet of 21 aircraft for various domestic and international destinations.
- b) “Bidder/ Applicant/ Consultant” means the entity or firm who is submitting its proposal for providing services to ALLIANCE AIR.
- c) “Affiliates/ Group Companies” means membership firms working under the common brand name and engaged in similar activity of providing consulting services and registered in India.
- d) “Partner” means a partner as defined under Partnership Act, 1932, and also includes a professional sharing profit in a consulting firm/ LLP under the Limited Liability Partnership Act, 2008.

- e) "Personnel/ Professional" means full-time and suitably qualified staff on the payroll of the Bidder.
- f) "Proposal/ Bid" means the Eligibility, Technical, and Commercial/Financial Proposal.
- g) "RFP" means this "Request for Proposal" prepared by ALLIANCE AIR for the selection of a Consultant.
- h) "Assignment" or "Project" or "Services" or "Job" means the work to be performed by the Consultant under the contract.
- i) "Terms of Reference (TOR)" means the section included in the RFP (in **Section 8**), which explains the Scope of Work, activities, and tasks to be performed by the selected Consultant.
- j) "Contract" or "agreement" means the contract signed by the parties and all the attached documents and appendices.
- k) "Day" means a calendar day.
- l) "Parties"- Party or Parties means ALLIANCE AIR or Bidder/Selected Bidder/Consultant or both, as the case may be

4 Overview of Alliance Air (ALLIANCE AIR)

Alliance Air Aviation Limited, a company incorporated under Company Act 1956, having its registered address at Alliance Bhawan Domestic Terminal-1, IGI Airport New Delhi-110037 (hereinafter referred to as "AAAL" or Alliance Air or "Alliance Air Aviation Limited") is a wholly owned subsidiary of AI Assets Holding Limited, and currently operates fleet of 21 aircraft under the brand "ALLIANCE AIR"

5 Invitation

ALLIANCE AIR invites Proposals (the "**Proposals/Bids**") for appointment of a Consultant for **Organizational Restructuring and HR General policymaking and Performance policy, and its Implementation** as per the Terms of Reference (ToR) given in **Section 7**. The Bidders/Applicants desirous of taking up the project are invited to submit their Proposal/Bid in response to this RFP. The criteria and the actual process of evaluation of the proposals in response to the RFP and subsequent selection of the Successful Bidder will be entirely at ALLIANCE AIR's discretion. The Bidders/ Applicants should have necessary experience, capability and expertise to perform, as per the Terms of Reference and to adhere to ALLIANCE AIR's requirements/ terms and conditions outlined in the RFP. The RFP is not an offer by ALLIANCE AIR, but an invitation to receive responses from the potential Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of ALLIANCE AIR with the Successful Bidder

6. INSTRUCTION TO BIDDERS

1. HR Consultant are required to submit quotes in response to subject tender document as per two bid format mentioned in Tech Bid Format & Financial Bid Format to subject tender document.
2. The Tech bid documents and Financial bid documents are to be enclosed in two separate envelopes. The envelope containing Tech bid is to be super scribed with Tender No **TECH BID - AAAL//2022/Pers/1393/** RFP for Appointment of a Consultant for Organizational Restructuring of Alliance Air and Envelope containing Financial Bid to be super scribed with **FINANCIAL BID - AAAL//2022/Pers/1393/** RFP for Appointment of a Consultant for Organizational Restructuring of Alliance Air and subject two separate envelopes pertaining to Tech Bid and Financial bid to be further enclosed in a bigger envelope and is to be super scribed **AAAL//2022/Pers/1393/** RFP for Appointment of a Consultant for Organizational Restructuring of Alliance Air and the same to be deposited in tender box kept at the address appended below, either in person or through Post/courier services. The envelope carrying quotes should either be sealed/closed/Glued. Opened/stapled envelopes will not be accepted. Opened/stapled envelopes containing quotes against subject tender will be out rightly rejected.

**Materials Management Department,
Alliance Air, Alliance Bhawan
IGI Airport, Terminal 1, Palam,
New Delhi -110037**

2. Tender documents sent through Post or Courier will be at the risk of the tenderer and AAAL will not be responsible for any loss or non-receipt of the tender documents. Tenders received after due date/time will not be entertained/considered. If tender closing/opening date is declared a Holiday in AAAL, Delhi Office, the last date of submission/opening of the Bids will automatically stand extended to 15:00 Hrs of the next working day.
3. Last date & time for submission of Tender: **23.01.2023** latest by 3:00 PM
4. Due date & time for opening of Tech Bids submitted: **23.01.2023** at 3:30 PM (date of opening of financial bids of those bidder who emerges as successful in technical evaluation upon opening tech bids will be notified latter).
5. Amendments, corrigendum, clarifications if any and any extensions of due date of opening of this tender will be intimated.
6. For any queries / clarifications w.r.t technicalities/Scope of work w.r.t subject tender **Mr. Vimal Kishor Tripathi, Head of Personnel, Personnel Department, Alliance Air MOB No : 9990588354 (headpers@allianceair.in)** may be contacted on any working day between 10 AM to 16:30 PM before Tech bid opening date and time.
8. It is further clarified that any individual signing the tender or other documents in connection with the tender must certify whether he signs as:

Address: - Alliance Bhawan, Domestic Terminal 1, I.G.I Airport, New Delhi 110037, Delhi, India (IN)

- a) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor
 - b) A partner of the firm if it is a partnership must have authority to refer to arbitration, disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the tender should be signed by all the Partners.
 - c) Director if it is a One Person Company.
 - d) Constituted attorney of the firm, if it is a Company.
 - e) Authorized signatory of the firm.
9. Tech bids are to be filled as per prescribed format (as per chapter- 5 to tender document), it should be duly signed and stamped and the technicalities clearly mentioned without ambiguity. Utmost care to be taken not to state the Financial quotes in Tech bid documents, if it is found that the financial quotes are stated in Tech bids the complete bid from such parties/vendors are liable to be rejected.
 10. Financial quotes should be filled in prescribed format duly signed and stamped and prices be clearly written/ typed both in words and figures without any overwriting. Corrections & overwriting, if any, should be counter signed by the tenderer. If there exists any doubt with respect to the price mentioned the price mentioned in words will be taken as the final quote.
 11. Tenderers are advised to study the tender document carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
 12. Conditional bids would not be accepted, and are liable to be rejected.
 13. In the event of default in supply of materials, AAAL reserves the right to cancel the contract order entered into, and also will initiate claims against damages from the successful tenderer, and also AAAL reserves the right to award the contract to another vendor at the cost and risk of the successful tenderer.
 14. The firm should be mandatorily registered with GSTN and should hold GSTN number for invoicing.
 15. The supplies/services to be rendered is to be as per requirements mentioned in Chapter 7 to subject tender document.
 16. The cancellation of tender solely vest with AAAL, and tender can be scrapped before offering of Service order/LOI/Contractual Agreement to L1 vendor or at any time as deemed to be fit by AAAL before service order/contractual agreement is handed over to vendor without any prior notice and the same will be notified at a later stage after decision is implemented.
 17. The bid opening date will be extended to new date if required number of minimum participants doesn't respond to the published bid or as deemed to be fit by the tender convening authority or AAAL Competent authority, as per material rules & regulations of AAAL. The extended date of bid opening will be notified to the bid participants.
 18. L1 Vendor is to transfer price advantage on supplies/services being provided to AAAL arising due to any reduction in applicable taxes for supplies being rendered.

19. All pages of the tender document to be signed by vendor signing the financial quotes and thus signed tender document along with financial quotes to be submitted while submitting the Bids as per format.
20. The Scope of supplies that are to be rendered should be as per details mentioned in tender document that is being circulated and against which the bids are to be furnished.
21. On tender opening date vendors/representatives of vendors who have submitted bids against subject tender are welcome to witness the event. The participant should hold valid authorization letter/valid Identity card issued by the company.
22. If a firm quotes NIL charge/consideration in the bid submitted against subject tender enquiry, the bid shall be treated as unresponsive and will not be considered.
23. All quotations to be submitted only in INR.
24. Conditional discounts, if any shall not be given any consideration for L1 Purpose
25. The vendor quoting on behalf of the OEM should submit MAF in original.
26. Tenders should be duly signed and stamped on every page by an authorized signatory of the tenderer.
27. The price quoted should be clearly typed /written in figures and words, free from corrections or overwriting. Corrections, if any, must be authenticated by the full signature of the person who has signed the quotation/bid. If there exists any variation in figures and words, amount mentioned in words will be considered as final.
28. **GROUND FOR REJECTION OF BIDS**

The bids are liable to be rejected forthwith i.e, without being evaluated, on the following grounds:-

- 28.1 If the tender has been received after the closing date/time of the tender.
- 28.2 If only the technical has been received and the commercial bid has not been received, and vice versa.
- 28.3 If the tender has been received by email without password protected, open condition, or fax instead of in separate sealed/closed covers.
- 28.4 If the tender has not been signed by the authorized signatory of the tenderer
- 28.5 If the technical bid has been received without bid security declaration).
- 28.6 In case the price bid and the tech bid are enclosed in the same envelope instead of two different envelopes in separately sealed/closed state, the tender will be liable to be rejected.
- 28.7 In case if it is found that tech bid contains indications of price bid, then in such case subject bids will be rejected.
29. Price bids of only those tenderers, who are found suitable based on evaluation of their technical bids, would be opened, and accordingly such tenderers would be intimated in advance of the date of opening of the price bids by E-MAIL and, or by telephone.
30. **FORCE MAJUERE CLAUSE:**

Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods/services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

If the impossibility of complete or partial performance of an obligation lasts for more than 2 (two) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods/services received.

7. Eligibility Criteria

The Bidder shall have to give an undertaking to accept all the conditions of the RFP (refer **Annexure 3**). In addition, the list of the pre-qualification/qualifying/eligibility requirements and the supportive documents that need to be submitted are given in table below.

| Sr. No | Details | Supporting Documents to be submitted |
|--------|--|---|
| 1 | The Bidder should have been in existence in India at least from 1st January 2015 with ability to service the client across India and | Certificate of Incorporation/ Constitutional Documents |
| 2 | The Bidder should have a functional office in Delhi NCR . The Consultant should be a Government Organization/ Public Sector Unit/ Partnership Firm/Private Limited Company/ Limited Liability Partnership Firm/MNC/ Public Limited Company registered or incorporated in India. It should NOT BE an Individual / Proprietary Firm / HUF etc. | Address Proof / Certificate of Incorporation |

| | | |
|----|---|--|
| 3 | The Bidder must have a minimum of 3 years' experience in providing HR Capability Building and Management Consulting services to Organizations with more than 1000 employees. | Relevant details of the engagement for past 3 years with client certificates. (also refer Annexure 5 & 6) |
| 4 | The Bidder, in the last 10 years, should have undertaken at least THREE Management Consultancy Project for organizational restructuring of an organization with more than 200 resources. The assignment should have covered organizational restructuring, planning, HR policies and Branding. | Relevant details of engagement(s) undertaken in the last three years with Client Certificates. (also refer Annexure 5 & 6) |
| 5 | The bidder should have experience to doing at least 02 international and national conferences, both should be on application of HR function in the last five years with representation from industry leaders and PSU sector. The bidder will also provide access to 03 personnel of the company to its own managed large-scale conferences / industry level events (at least 1) in India. | |
| 6 | The bidder should be a market leader in conducting knowledge sessions (round tables, webinars and PDP's) with minimum 08 delivered such programs during calendar year 2021 and 2022. | |
| 7 | The bidder must have at least 05 years' experience in owning and conducting international HR certification programs for different levels of executives. academic partnerships and associations with institutions of repute wherein they would have created content or certified similar behavioral programs. The bidder should be a certifying body in the HR Certification for at least last 5 years. | |
| 8 | The bidder should be a membership body having world class knowledge domains / knowledge banks / knowledge data base. The bidder needs to support the HR Team (maximum of 5 people) with offer of membership to participants as a supplementary support during and after the project for at least a year. The knowledge bank support should also be able to provide access to advisors or SME's which the participants can reach out for any help during the course of the project. | |
| 9 | The Bidder should not be owned or controlled by any Director or Employee (or Relatives) of ALLIANCE AIR and any of its divisions. | Self-Declaration by the Bidder on Company's letter head (refer Annexure 12) |
| 10 | The Bidder should not have been penalized or found guilty in any court of law and the consultant shall not have been blacklisted / debarred by any Central Government Ministry/State Government/ any other | Self- Certification by the Bidder on Bidder's letter head to be provided. However, ALLIANCE AIR would have |

| | | |
|----|---|---|
| | regulatory authority / and not involved in any major litigation that may have impact or compromise the delivery of services required during last three years i.e. April 2018-March 2021 and April 2021 onwards till date. | the right to independently verify the same. (refer Annexure 8) |
| 11 | The company / firm and director / partners have not defaulted to any Government entity within the jurisdiction of India. | Self- declaration as per the format (refer Annexure 7) |

Note:

- a. Cut-off date for the above to be taken as 30th November 2022 unless otherwise specified.
- b. Documentary evidence must be submitted for each Criteria.
- c. Self-declaration needs to be signed by Authorized Signatory.
- d. A Self explained letter with details and customer contact details for the work done to be submitted by the bidder to be attached (Format given in **Annexure 6**) for each engagement reference mentioned.

7.1 Additional requirement

Apart from the above minimum criteria, the Bidder is also required to give the following information:

| Sr No | Documents Required |
|-------|--|
| i) | Ownership and nature of entity (public, partnership, subsidiary etc.). |
| ii) | Income Tax returns for past three years. |
| iii) | Proof of address of registered office. |

- ALLIANCE AIR reserves the right to ask for additional / alternate documents from the Bidder.
- The firms meeting the eligibility criteria as laid out above will be taken forward to the next stage of technical evaluation.
- Non - submission of any of the specified documents by the Bidder may result in rejection of bid.

7.2 Technical Bid

- a. Technical proposal will include details of overall approach to the areas listed in this RFP along with specific proposals/solution on each of these areas covering the conceptualization, design and implementation stages. Technical proposal should also clearly articulate the deliverables at the end of each phase of work. The consultancy firm / successful Bidder is expected to work with ALLIANCE AIR to ensure early implementation of their recommendations, overcoming the bottlenecks, if any.
- b. The Technical Bid should be complete in all respects and contain all information required in the document. The Technical Bid shall comply the format given at **Annexure 11**.

7.3 Financial Bid

- a. The Financial bid will contain the financial quote covering total price/fees/cost of undertaking the assignment **inclusive of all components and applicable taxes**. No upward revision in the price would be considered on any count. Relevant price information and the rates should be quoted in Indian Rupees only. **The format of Financial Bid** is given in **Annexure 16**.
- b. The Financial bid made by the firm should take care of the following points:
 - 1) The Financial Bid contradicting the Technical Bid (TB) in any manner will be rejected.
 - 2) Financial Bid containing conditional offers will be summarily rejected.
 - 3) In case of discrepancy in words and figures, the price quoted in words will be taken as final.
 - 4) There should not be any hidden costs for the items quoted.
 - 5) ALLIANCE AIR is not responsible for the arithmetical accuracy of the bid. The consultants / Bidders will have to ensure all calculations are accurate.
 - 6) ALLIANCE AIR at any point in time, for reasons whatsoever, is not responsible for any Assumptions made by the Bidder. ALLIANCE AIR, at a later date, will not accept any plea of the Bidder or changes in the financial offer for any such assumptions.
 - 7) Any overwriting, erasure, etc. has to be initialed by the Authorized person.
 - 8) The Bidder shall take into account all conditions and difficulties that may be encountered during the course of assignment, while quoting the rate.

8 Terms of Reference (ToR)

Restructuring the Organization

- Role diagnostic interactions ~ 30 meetings
- 'As-is' vis-a-vis 'shadow-structure' presentation
- 'To-be' structure options presentation basis the roles
- Transition structure articulation and timeframe mapped

Creating Job Descriptions and Communicating the new Structure

- Job descriptions created for ~50-75 unique roles
- Communication plan design for the new structure
- Emailer campaign rollout for the new structure
- Change the management plan for the new structure
- Document mapping the current workforce to finalized organization structure

Drafting HR Policies and Procedures

- Performance Ratings Templates and tools
- Balanced scorecard and functional scorecards for all identified n-1 roles
- Drafting and establishing HR Policies

9 Submission of Bids

9.1 Pre-Bid Clarifications

- a. The Bidders will have to ensure that their queries (if any) are submitted prior to the Pre-Bid meeting.
- b. It may kindly be noted that no bid-query will be received through phone Calls/Fax. All queries must be submitted in writing through e-mail only at the specified e-mail ID.
- c. All the queries should necessarily be submitted in the following format in Excel:

| Sr. No | RFP Document Reference(s) | | | Query by bidder |
|--------|---------------------------|-------------|--------------|-----------------|
| | Page No. | Section No. | Section Name | |
| 1 | | | | |
| 2 | | | | |

- d. Bidders must adhere to the above template while submitting their queries.
- e. Any requests for clarifications post the indicated date/time may not be entertained.
- f. Designated e-mail ID for submission of queries: email: **headpers@allianceair.in**

9.2 Clarification to Pre-Bid Queries/Issue of Corrigendum

- a. Clarification to the queries received will be published at the advertisement platforms (ALLIANCE AIR website) as per the timeline specified. However, ALLIANCE AIR makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does ALLIANCE AIR undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, ALLIANCE AIR may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. After the pre-bid conference/meeting, the Corrigendum (if any) & clarifications will publish at the advertisement platforms as per the timeline specified. No individual communication will be made to the queries.
- d. Any corrigendum(s) published/issued shall be deemed to be incorporated into this RFP.
- e. In order to give prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, ALLIANCE AIR may, at its discretion, extend the last date for the submission of Proposals.

9.3 Submission of Proposals

- a. A three staged bid system will be followed in addition to submission of EMD (i.e. **Bid Security Declaration**) for this RFP with QCBS system i.e. **Quality Cost-Based Selection (QCBS)**.

A. PRE-QUALIFICATION BID Annexure

Relevant Annexure(s) are:

- Annexure I: Bid Security Declaration
- Annexure II: Checklist for Submission of Response to RFP
- Annexure III: Undertaking regarding agreement of all terms of RFP
- Annexure IV: Eligibility/Pre-qualification Bid

- Annexure V: Format for Relevant Engagements
- Annexure VI: Format for Reference Letter / email
- Annexure VII: Declaration: No default on any project in jurisdiction of India
- Annexure VIII: Declaration: Not penalized or Found Guilty in any Court of Law
- Annexure IX: Declaration: Number of Full-Time professionals
- Annexure XII: Declaration: No Ownership or Control of ALLIANCE AIR Employees (or relatives)

B. TECHNICAL BID Annexure

Relevant Annexure(s) are:

- Annexure X : Authorization Letter -Bid opening Format
- Annexure XI: Covering Letter -Technical Bid
- Annexure XIII: Technical Bid
- Annexure XIV: Technical Bid (Evaluation Matrix)

C. FINANCIAL BID Annexure

Relevant Annexure(s) are:

Annexure XVI: Financial Bid Format

- a. Please note that prices/rate should not be circulated anywhere other than Financial Proposal. If found anywhere before the opening of Financial Bid, their proposal shall be rejected.
- b. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- c. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting. Each of the pages must be signed by Authorized Signatory.
- d. The bids are to be submitted physically in the tender box as per the above address.
- e. The bid response of the Bidder to be submitted and uploaded on www.allianceair.in Portal against this RFP.

Annexure XVII: AUTHORIZATION LETTER FOR ATTENDING FINANCIAL BID OPENING

9.4 Submission of Bids only

- a. Bids shall be submitted offline in the Tender Box i.e. "EMD/ Bid Security Declaration" 'Eligibility', "Technical Proposal" and "Financial Proposal". Bids must be submitted as per the schedule (date & time) in the calendar of events at **sub-section 2.2**.
- b. The bids submitted by telex/ telegram/ fax/ e-mail / by any other digital mode etc. will not be accepted under any circumstances. No correspondence will be entertained on this matter.

9.5 Reference points for submission of Bids

- Bidder has to provide 4 covers namely Bid Security Declaration (EMD), Eligibility Criteria, Technical Bid and Financial bid.
- Bidder should prepare the Bid Security Declaration as per the instructions specified in the RFP document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the RFP documents.
- Bidders not submitting any of the required documents will be summarily rejected.

9.6 Instruction for submission of bids

Bids shall be in accordance to the instructions given in the Table below:

| Bid Cover/ Folder | Bid Submission |
|--|--|
| Proposal 1 – Bid Security | Proposal-1 shall be titled, “Bid Security” and shall be submitted in original to ALLIANCE AIR. |
| Proposal 2 – Eligibility Criteria | Proposal-2 shall be titled, “Eligibility Criteria” and shall be duly signed. It should contain all supporting documents for eligibility criteria (Reference at Section 6 and Sub-Section 6.1). All pages of the document shall be numbered. |
| Proposal 3 – Technical Proposal | Proposal-3 shall be titled, “Technical Proposal” and shall be duly signed. Technical proposal shall cover the documents required against the technical evaluation parameters and the technical presentation (Reference Sub-Section 6.2 and Sub-section 9.3). All pages of the document shall be numbered & signed/initialed by the authorized signatory. |
| Proposal 4 – Financial Proposal | Proposal-4 shall be titled, “Financial Proposal” and shall be duly signed. It should contain all documents and formats related to financial proposal as mentioned in RFP (Reference Sub-Section 6.3 and Annexure16). Company name (with address & contact details) & logo should be placed on all pages of the Financial Proposal. All pages of the document shall be numbered. Financial Proposal or any part thereof should not be kept/ mixed with the Propoal-1 (EMD), Proposal 2 (Eligibility), Proposal-3 (Technical Bid) in either explicit or implicit form, in which case the bid will be rejected. |

Note:

- The RFP and corrigendum thereof should be read in entirety before submitting bids so that bid submission captures all required documents as well as given format.
- Please check the documents and upload them carefully. Any error i.e., file is corrupted, not readable etc. found the Bid will be rejected. ALLIANCE AIR in no case will be liable for the same.

9.7 Assistance to Bidders

- a. Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the ALLIANCE AIR or the relevant contact person in Alliance Air as mentioned in the tender at **sub-section 2.4**.
- b. Any queries relating to the process of bid submission or queries may be sent at **headpers@allianceair.in**

9.8 Rules for Responding to this RFP

- a. The firms / Bidders should use the formats prescribed in Annexure(s) by ALLIANCE AIR in submission of the RFP Response.
- b. All responses received after the due date/ time as mentioned in advertisement would be considered late and would be liable to be rejected.
- c. Documents not required as part of the Tender should not be provided.
- d. All bid responses would be deemed to be irrevocable offers/ proposals from the consultants / Bidders and may be accepted by ALLIANCE AIR to form part of final contract between ALLIANCE AIR and the selected Consultant. Unsigned responses would be treated as incomplete and are liable to be rejected. The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by ALLIANCE AIR.
- e. In case, due to unavoidable circumstances, ALLIANCE AIR does not award the contract within three months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the Bidder would have the choice to maintain the EMD (Bid Security Declaration) with ALLIANCE AIR or to withdraw the bid and obtain the security provided.
- f. ALLIANCE AIR reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- g. The Bidder, at no point in time, can excuse themselves from any claims by ALLIANCE AIR whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RFP circulated by ALLIANCE AIR. The Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.
- h. If related parties (as defined below) submit more than one bid, then both/all bids submitted by related parties are liable to be rejected at any stage at ALLIANCE AIR's discretion:
 - Bids submitted by the holding company and its subsidiary.
 - Bids submitted by one or more companies having common director/s.
 - Bids submitted by one or more Limited Liability Partnership (LLP) firms having common partners.
 - Bids submitted by one or more companies in the same group of promoters/ management.
 - Any other bid in the sole discretion of ALLIANCE AIR is in the nature of multiple bids.

10. Evaluation of Bids

10.1 Opening of Bids

The bids received within the prescribed date and time will be opened as per schedule mentioned in the “Bid Details” for RFP given in the beginning of the RFP. During the opening of the bids, the Bidders can depute an authorized representative (only one) to attend the bid opening process. No separate information will be given in this regard to the Bidders for deputing their representatives. The representative has to submit an authority letter duly signed by the Consultant, authorizing him / her to represent and attend the Bid opening on behalf of it. The authorized representative present having photo identification, shall sign a register of attendance. However, bids would be opened even in the absence of any or all representatives of the Bidder.

| | | |
|---|-------------------------------------|--|
| 1 | Opening of Prequalification Bid | Refer sub section 2.2 The meeting link will be published at www.allianceair.in . Alternatively, the bidder can attend the meeting at Alliance Air office. |
| 2 | Opening of Technical Bid | The Technical Bid will be opened in Alliance Air office as per the address mentioned above. |
| 3 | Technical Presentation & interviews | The meeting link will be shared with the Contact person (via email) of the shortlisted Bidders. The Contact person will need to share the details of resources and members who will join the same |
| 4 | Opening of Financial Bid | The Financial Bid will be opened in Alliance Air office as per the address mentioned above. |

10.2 Preliminary Scrutiny

ALLIANCE AIR will scrutinize the offers received to determine whether they are complete and as per RFP requirement. The Bidders meeting the eligibility criteria will be taken forward to the next stage of evaluation i.e. technical evaluation.

First the Bid Security Declaration will be checked. Then, the Pre-Qualification Proposal Documents will be reviewed/evaluated and only those bidders who qualify the minimum requirements (Refer **Section 6-Eligibility**) specified in the RFP, will be eligible for technical evaluation. Technical Proposal and Financial Proposal of Bidders who do not meet the Pre-Qualification criteria will not be opened/entertained. All the supporting documents/documentary evidence must be attached as per specifications done in Eligibility criteria i.e. **Section 6** and relevant Annexure(s).

10.3 Technical Evaluation

The technical bid submitted will be evaluated by Evaluation Committee. The Evaluation committee would undertake a discussion / presentation with the consultants on the understanding of the key challenges before ALLIANCE AIR, proposed Approach and Methodology to be adopted, time frame for implementation of activities in ALLIANCE AIR and the proposed team. The technical capabilities and competence of the Consultants should be

Address: - Alliance Bhawan, Domestic Terminal 1, I.G.I Airport, New Delhi 110037, Delhi, India (IN)

clearly reflected in the discussion / presentation. ALLIANCE AIR will inform the date, time and venue of the discussion / presentation to the Bidders that have met the eligibility criteria.

During the course of the discussion / presentation, ALLIANCE AIR has the right to interview the proposed personnel, to decide whether to deploy him/her in the project or not. ALLIANCE AIR shall reserve the right to seek the change of Resource personnel in case of need. ALLIANCE AIR reserves the right to review the decision of appointment in the event ALLIANCE AIR is not satisfied with the performance.

Based on the details submitted by the Consultancy firms in the Technical Proposal and the Discussion / Presentation with the Evaluation Committee of ALLIANCE AIR, the Technical Evaluation of the eligible Bidders will be carried out as furnished below:

| # | Parameters | Maximum Marks | Scoring Criteria – To be filled by Alliance Air |
|---|--|------------------|---|
| 1 | Firms Experience- <u>Eligibility Criterion</u> | 60 marks | Refer Annexure 14. |
| 2 | Experience of Resources Team Leader Project Manager Consultant (3) <u>Refer Technical Bid Annexure 15</u> | 20 Marks | Refer Annexure 14. |
| 3 | Approach & Methodology <u>Refer Technical Bid Annexure 15</u> | 20 Marks | Refer Annexure 14. |
| | GRAND TOTAL | 100 Marks | Minimum of 70 marks is required to qualify for further evaluation (i.e. to be a part of Financial Bid Opening) |

Bidders who are eligible as per the eligibility criteria and score at least seventy percent (70%) in technical evaluation criteria would be considered as technically qualified. ALLIANCE AIR, at its sole discretion, may also choose to lower the minimum score from seventy percent (70%).

Note:

- Documentary evidence must be submitted for each criterion and undertaking, or declaration made by the consulting firm must be on the company letter head and is to be signed by an authorized signatory.
- Completion Letter / Reference Letter from relevant Senior Executive of the bidder to be attached for each engagement reference mentioned.
- If any of the criteria information is not deducible from the submitted documents, marks will not be award in those criteria, though Tender Evaluation Committee can ask for clarifications on their own discretion.

10.4 Financial Evaluation

- a. The marks scored in the technical bid which essentially rates the Bidder on technical criteria will be given weightage of 70%. The financial bids will be given weightage of 30%. The combined score of technical and financial will determine the ranking of the firms. In case of a tie in the combined score between Bidders, the Bidder with higher technical score will be given a higher rank. ALLIANCE AIR will appoint the top ranked consultant based on the ranking derived from the combined score.
- b. Bidders secured at least **70 percent** or more in technical evaluation will be eligible to participate in financial bid opening process. The Financial Bids (**i.e. Annexure 16**) of the technically qualified bidders will be opened on the prescribed date in the presence of representatives of Bidders.
- c. In Format given at **Annexure 16**, the Bidders are required to quote their total fee (inclusive of all the components and taxes applicable) for 9 months. This amount/quote is to be used for financial evaluation purpose and, award of Work Order (if selected).
- d. After opening of financials bids of eligible bidders, the financial scoring will be done.
- e. The lowest financial quoted rate will receive highest marks i.e. 100. Scoring to other higher quoted rate will be assigned using formula in criterion provided below:

Financial Score = (Lowest Quote among the Bidders/Quote of the Bidder) *100

- f. After weighted scoring of both technical and financial bids, they will be combined together and ranked. Highest scorer will secure Rank 1, then Rank 2 and so on.
- g. The Bidder with **Rank One** based on QCBS system will be selected as the most suitable Bidder using weightage of **70:30** for Technical and Financial respectively.
- h. A illustration for calculation of combined score is as under:

| A | B | C | D | E | F | G | H | I |
|-----|--------------------|-------------------------|--|-------------------------------------|--|--|------------------------------|----------|
| Sr. | Name of the bidder | Technical Score secured | Weighted Technical Score (Col. C*0.70) | Actual Financial Rate/ Quote (in %) | Financial Score (Lowest Rate/ Quoted Rate) * 100 | Financial Score Weighted (Col. F*0.30) | Total score (Col. D+ Col. G) | Rank |
| 1 | | | | | | | Highest score | 1 |
| 2 | | | | | | | | |

If a Bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

- b. Abnormally low financial bids will be handled as per the guidelines issued by the Ministry of Finance, Government of India (<https://doe.gov.in/sites/default/files/Predatory%20pricing%20-%20Abnormally%20Low%20Bids.pdf>) and for predatory pricing and abnormally low bids evaluations. And, any conditional bid would be rejected.
- c. Errors & Rectification: If there is a discrepancy between Words and Figures, the **Figure in Words will prevail**".

10.5 Notification of Outcome

- a. ALLIANCE AIR will notify the Consultant in writing or email as soon as practicable, about the outcome of the RFP evaluation process. ALLIANCE AIR is not obliged to provide any reasons for any such acceptance or rejection. The decision of ALLIANCE AIR shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.
- b. ALLIANCE AIR will award the Contract to the Best Value Bidder, finalized as per the financial bidding process mentioned above.

10.6 Right to Accept/Reject Any or All Proposal(s)

ALLIANCE AIR reserves the right to accept or reject any proposal, and to annul the tendering process/ reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for ALLIANCE AIR action.

10.7 Contract Finalization and Award

- a. ALLIANCE AIR shall reserve the right to negotiate with the bidder whose proposal has been ranked best value bid on the basis of Technical and Financial Evaluation to the proposed Project.
- b. After the ALLIANCE AIR notifies the successful bidder that its proposal has been accepted, ALLIANCE AIR shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder(s) between ALLIANCE AIR and the successful bidder.
- c. Prior to the expiration of the validity period, ALLIANCE AIR will notify the successful bidder in writing or through email, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidders" furnishing of Performance Bank Guarantee (**PBG**) of **Three Percent (3%)** of the **Total Work Order value**.

ANNEXURE-I
Bid Security Declaration
(To be submitted on the Bidder's Letterhead)

Date: _

Tender Reference _

To
Head of Personnel
Alliance Air Aviation Limited,

I/We, the undersigned declare that:

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

If 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:

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

If I/ 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 I/We it her fail to accept the letter of intent (LOI) or execute the Contract and/or 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; (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 (*) day of(*)month,2022
Corporate seal of the bidder

Annexure II:**Checklist for Submission of Response to RFP**

| | Documents to be submitted | Yes/No | Ref. Page No. |
|---|---|---------------|----------------------|
| 1 | Bid Security Declaration (as per Annexure 1) | Yes/No | |
| 2 | Undertaking regarding agreement of all terms of RFP (as per Annexure 3) | Yes/No | |
| 3 | Tender submitted in Three bids (Pre-Qualification, Technical & Financial) in addition to Bid Security Declaration | Yes/No | - |
| 4 | Submitted documents in Pre-Qualification / Eligibility criteria (refer Section - 6 and relevant Annexure for more details) | | |
| | i. Copy of Certificate of Registration / Incorporation / Constitutional Document / Proof of Implementation of the Projects in India | Yes/No | |
| | ii. Copy of PAN Card | Yes/No | |
| | iii. Copy of Tax Registration including GST | Yes/No | |
| | iv. The Bidder should have successfully completed at least 3 projects, each of value Rs 5.00 crore or more in the last 5 years (from the date of publication of RFP) covering one or more of the following areas: <ul style="list-style-type: none"> ● Strategy & Vision ● Organization Restructuring ● Operating Model ● Business Process Re-imagination ● HR Strategy ● Technology Strategy. <p>At least one (1) of these three (3) projects should be for Government Clients or Public Sector Units in India.</p> <p>(Please refer Annexure 4, 5 & 6)</p> | Yes/No | |
| | v. The Bidder should have in-house capability to take up assignment on their own and not through any associates. Joint and collative Bids will not be accepted. Average number of consulting personnel on role of the bidding agency in last three years should not be less than 100 – Please refer annexure 9 | Yes/No | |

| | | | |
|--|---|--------|--|
| | vi. The Bidder must have earned average revenue of at least Rs.100 Crores (Rupees Hundred Crores Only) from Management Consultancy services during last three financial years i.e. 2019-20, 2020-21 & 2021-22 or 2018-19, 2019-20 & 2020-21 (in case 2021-22 is not ready). Attached document suitable certification by Statutory Auditors. As per annexure 16 | Yes/No | |
| | vii. The Bidder should not be owned or controlled by any Director or Employee (or Relatives) of ALLIANCE AIR. | Yes/No | |

ANNEXURE-III**Undertaking Certificate regarding agreement of all terms of RFP**

To
Head of Personnel
Alliance Air Aviation Limited,

Dear Sir,

- 1) Having examined the RFP including all Annexure, Forms and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned qualify the eligibility criteria and offer to provide the services as mentioned in the "Request for Proposal" and the other schedules of requirements and services to DIC in conformity with this RFP.

| Sr.No. | Particulars | Details |
|--------|---|---------|
| 1 | Name of Bidder | |
| 2 | Registered Address | |
| 3 | Website address | |
| 4 | Nature of entity (partnership/ private/ public etc.) | |
| 5 | Name of Partners / Directors | |
| 6 | Date of Incorporation | |
| 7 | Details of authorized contact person | |
| 8 | Name | |
| 9 | Designation | |
| 10 | Telephone nos | |
| 11 | Mobile no | |
| 12 | Email Address | |
| 13 | Fax no | |

- 2) We confirm that the corrigendum(s) issued from time to time by ALLIANCE AIR have also been taken into consideration, while submitting this undertaking letter.
- 3) We confirm that we have the in-house capabilities to complete the assignment mentioned under this RFP on our own and not through any associate.
- 4) We confirm that we have the technical capabilities to deliver all the requirements of the above mentioned RFP.
- 5) We hereby certify that we have provided all the information requested by ALLIANCE AIR in the format requested for. The information provided is correct and true to the best of our knowledge. In case at any stage, it is found that the information given by us is false / not correct or in a different format, ALLIANCE AIR shall have the absolute right to take any action as deemed fit without any prior intimation to us.
- 6) We agree to abide by the terms of this Tender from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time

Address: - Alliance Bhawan, Domestic Terminal 1, I.G.I Airport, New Delhi 110037, Delhi, India (IN)

before the expiry of the period..

- 7) If our Proposal is accepted, we undertake to complete and deliver the whole of the works comprised in the RFP; comply with the delivery schedule as mentioned in the RFP and agree to abide by the General Terms and Conditions.
- 8) We agree to abide by this Financial Proposal for 180 days from the date of the submission of proposal and our Offer shall remain binding on us and may be accepted by ALLIANCE AIR any time before expiry of the offer.
- 9) Unless and until a formal Agreement is executed, this Tender together with our written acceptance thereof shall constitute binding Terms and Conditions between ALLIANCE AIR and us.
- 10) We understand that the Request for Proposal (RFP) does not commit ALLIANCE AIR to reimburse the Bidder for any costs incurred in submission of this proposal. All statements in this RFP and any pre-contract negotiations, understandings and agreements resulting from this RFP are preliminary; consequently, ALLIANCE AIR has no obligation to us until a written contract is executed..
- 11) We agree that ALLIANCE AIR is not bound to accept the lowest or any Bid received.
- 12) We understand that ALLIANCE AIR has the right, without assigning reasons thereof, to
 - i) Reject, amend, and modify any condition contained in the RFP.
 - ii) Terminate this RFP.
 - iii) Negotiate with one or more Participants.
 - iv) Not award the assignment to any of the Participants and / or recommence the entire process.
 - v) Contract with one or more Participants for any reasons whatsoever.
 - vi) Modify the requirements and terms of this RFP and request revised proposals from some or all of the Participants.

Signature of Authorized Person of Bidder

Full Name& Designation of Authorized Person

Date:

Seal of Bidder

Annexure - IV
Eligibility / Pre-qualification Bid

| Sr. No. | Details | Supporting Documents to be submitted | Page No. |
|---------|--|---|----------|
| 1 | Date of registration / incorporation / presence in India | Attached -Certificate of Incorporation/ Constitutional Documents / Proof of implementing projects in India | |
| 2 | A functional office in Delhi NCR. | Address Proof - Electricity /Phone Bills/ Rent or lease agreement / Self Declaration by Authorized Signatory on Bidder's Letter Head | |
| 3 | <p>The Bidder should have successfully completed at least 3 projects, each of value Rs.5.00 crore or more in the last 5 years (from the date of publication of RFP) in India covering one or more of the following areas:</p> <ul style="list-style-type: none"> • Strategy & Vision • Organization Restructuring • Operating Model • Business Process Re-imagination • HR Strategy • Technology Strategy. <p>At least one (1) of these three (3) projects should be for Government Clients or Public Sector Units in India.</p> | <p>Relevant details of engagement(s) undertaken in the last five years with Client Certificates. (Annexure 5 & 6)</p> | |
| 4 | The Bidder should have in-house capability to take up assignment on their own and not through any associates. Joint and collative Bids will not be accepted. | Undertaking Letter (Annexure 3) | |

| | | | |
|----|---|--|--|
| 5 | <p>The Bidder must have average revenue of at least Rs.100 Crores (Rupees Hundred Crores Only) from Management Consultancy services during last three financial years i.e. 2019-20, 2020-21 & 2021-22 or 2018-19, 2019-20 & 2020-21 (in case 2021-22 is not ready)</p> <p>Fee from services other than management consultancy viz. relating to accounting, audit and taxation, etc. will not be included.</p> | <p>Suitable certification by Authorized Signatory of the Bidder and CA. In case the Bidder provides other services also, the fee from management consultancy services only will be considered. Relevant certificate from Statutory/ Tax Auditors will be required. (refer annexure 16)</p> | |
| 6 | <p>The Bidder should not be owned or controlled by any Director or Employee (or Relatives) of ALLIANCE AIR.</p> | <p>Self-Declaration by the Authorized Signatory on Bidder's letter head. (Annexure 12)</p> | |
| 7 | <p>The Bidder should not have been penalized or found guilty in any court of law and the consultant shall not have been blacklisted / debarred by any Central Government Ministry/State Government/ any other regulatory authority. Further the bidder or any successor does not have any legal, civil, criminal, taxation and other cases pending against it that may have any impact affecting or compromising the delivery of the services required.</p> | <p>Self- Certification by the Authorized Signatory on Bidder's letter head to be provided. However, ALLIANCE AIR would have the right to independently verify the same. (Annexure 8)</p> | |
| 8 | <p>The company / firm and director / partners have not defaulted to any Government entity within the jurisdiction of India.</p> | <p>Self-declaration by the Authorized Signatory on Bidder's letter head. (Annexure 7)</p> | |
| 9 | <p>Ownership and nature of entity</p> | <p>Public, partnership, subsidiary etc.</p> | |
| 10 | <p>Income Tax returns for past three years.</p> | <p>IT Returns</p> | |
| 11 | <p>Board resolution (in case of company) or Power of Attorney authorizing the authorized signatory to sign on behalf of the Bidder.</p> | <p>Valid Board Resolution (in case of company) or Power of Attorney</p> | |

Annexure V
Format for Relevant Engagements

Please use the format below to provide information for which your firm was legally contracted for carrying out consulting assignment.

(Use separate sheet for each client)

| | | |
|---|--|----------|
| Type of the Client | Government/PSU / Other than Government | |
| Name of the Client | | |
| Contact Details of senior Executive of the Client (Name, Contact No., email) | | |
| Number of employees of the Client | | |
| Number of professional staff provided for the consulting assignments for the client | | |
| Duration of the assignment (in months) as per agreement: | | |
| Start Date | | |
| End Date | | |
| Areas Covered in the assignment | Strategy & Vision | Yes / No |
| | Organization Restructuring | Yes / No |
| | Operating Models | Yes / No |
| | Business Process Re-imagination | Yes / No |
| | HR Strategy | Yes / No |
| | Technical Strategy | Yes / No |
| Description of the assignment | | |
| Impact achieved | | |

*Completion Letter / Reference Letter / email (Format given in **Annexure VI**) from relevant Senior Executive of the client to be attached for each engagement reference mentioned*

Signature of Authorized Person of Bidder

Full Name & Designation of Authorized Person Date:

Seal of Bidder

Address: - Alliance Bhawan, Domestic Terminal 1, I.G.I Airport, New Delhi 110037, Delhi, India (IN)

Annexure : VI
Format for Reference Letter / email from Client

(On letterhead duly stamped and signed / official email id of the client)

Date: _____

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the following (Name of the Company) has been engaged by us for management consulting services for (Caption of the assignment undertaken) for a period of _____ Months / years from (Start date) to (End Date) .

Name:

Designation:

Annexure VII

Declaration: No default on any project in jurisdiction of India

(On letterhead of the Bidder duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that (Name of Bidder) has not defaulted under any of the contracts which we have entered with any other organization within the jurisdiction of India.

Name:
Designation:
Date:

Annexure VIII

Declaration: Not penalized or Found Guilty in any Court of Law

(On letterhead of the Bidder duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the (name of consulting firm/company) or any successor has not been penalized or found guilty in any court of law and the (firm/company) or any successor has not been blacklisted/debarred by any Central Government Ministry/State Government/ any other regulatory authority under:

- Prevention of Corruption Act, 1988 in last three years from bid submission date
- The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract in last two years from bid submission date

Further, this is to certify that (name of consulting firm/company) or any successor does not have any legal, civil, criminal, taxation and other cases pending against it that may have any impact affecting or compromising the delivery of services required.

Name:
Designation:
Date:

Annexure IX

Declaration: Number of Full Time professionals

(On letterhead of the consultant duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the number of full time professional staff engaged exclusively in management consulting services in India at (Name of consulting firm) in the last three years have been as under:.

| Items | 2019-20 | 2020-21 | 2021-22 | Average of 3 years | Current |
|---|----------------|----------------|----------------|---------------------------|----------------|
| Total number of full time professional staff engaged exclusively in management consulting services in India | | | | | |

Name:

Designation:

Date:

Annexure: X

AUTHORIZATION LETTER-BID OPENING FORMAT

(To be furnished on the company's letterhead)

Place.....

Date.....

To
Head of Personnel
Alliance Air Aviation Ltd.
Alliance Bhawan,
Domestic Terminal-1, IGI Airport,
NewDelhi-110037.

Sir/Madam,

Subject: Authorization Letter for attending the Bid Opening

This has reference to your **AAAL/2023/Pers/DEL/1393** RFP Date 02.01.2023 for Appointment of a Consultant for Organizational Restructuring of Alliance Air.

Mr/Miss/Mrs.....is hereby authorized to attend the Bid Opening of the above RFP.....Dated
On behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority
Signature of Attesting Authority
Name of Authorizing Authority

Annexure-XI

(COVERING LETTER-TECHNICAL BID)
(Letter to the Company on the Firm letterhead)

To
Head of Personnel
Alliance Air Aviation Ltd.
Alliance Bhawan,
Domestic Terminal-1, IGI Airport,
NewDelhi-110037.

Sir/Madam,

Subject: Covering Letter for Technical Bid

This has reference to your **AAAL/2023/Pers/DEL/1393** RFP Date 02.01.2023 for Appointment of a Consultant for Organizational Restructuring of Alliance Air.

We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical Bid in a sealed envelope. The offer shall be binding on us upto 180 days.

Yours faithfully,

(Name and Designation, Stamp of the firm)

Encl: Technical Bid in sealed envelope.

ANNEXURE - XII
UNDERTAKING FROM BIDDERS
Declaration: No Ownership or Control of Alliance Air Employees or
relatives

(To be submitted along with Technical Bid)

I / We confirm that I / we do not have any Director/Employee or his/her Immediate Relative, who is an Employee of AAAL is likely to benefit us during the Award / Implementation of the contract /PO.

I / We also agree that any subsequent detection of direct or indirect beneficiary of any application / award of any contract to any employee of the organization may result in disqualification / termination as the case may be. Alliance Air Aviation Limited will have the sole discretion to do so and such cases cannot be referred for arbitration.

SIGNATURE:

SEAL OF THE COMPANY

ANNEXURE XIII
TECHNICAL BID
(Particular of the Bidder)

Request for Proposal“ Appointment of Consultant for Organizational Restructuring of Alliance Air Aviation Ltd.

Reference Number:

| Sr.No | Particulars | Documents to be attached |
|-------|---|--|
| 1 | Registered Name of the Firm/Company | Copy of Certificate of Incorporation / registration and Partnership deed/MoA /AoA. |
| 2 | Bidder should have minimum of Three[03] years as on 31.01.2020, in RFP for Appointment of a Consultant for Organizational Restructuring of Alliance Air. | Client Certificate supported by Contract with Client towards Proof of Completion of Organization Restructuring. |
| 3 | Address of Registered Office | |
| 4 | Presence and locations of Offices in India (The bidder must have an office in Delhi and/or NCR.) | Documentary Proof such as recent (upto 3 months) utility bills, lease agreement etc. |
| 5 | Telephone/mobile and Fax number | |
| 6 | Email address | |
| 7 | Credentials of the Bidder (The Consultant should also have an experience in advising on legal matters relating to Corporate matters, Human Resources and Regulatory Compliances. | Brief Write-up along with an undertaking. |
| 8 | Name and designation of the person authorized to make commitments to the Company | As per Annexure –XV. |
| 9 | Details of the assignments of Organization Restructuring including the number of assignments completed with name and location of the client. (The Bidder should have handled a minimum of Three (3) such assignment | 1. Client Certificate supported by Contract with Client towards Proof of Completion of Organization Restructuring. 2. In case of non-availability of Client Certificate or copy of contract, Certificate from Statutory Auditor/Internal Auditor/Independent Auditor be submitted. 3. Enclose details as per Annexure III. |

Address: - Alliance Bhawan, Domestic Terminal 1, I.G.I Airport, New Delhi 110037, Delhi, India (IN)

| | | |
|----|--|---|
| 10 | Number and details of Team Leaders who can lead Key Team Members and having more than 10 years of experience as per eligibility criteria. Bidder must have at least 1 team leader who shall be the leader of the group of key team members for Alliance Air assignment. He should have 10 or more years of experience in Organization Restructuring. | A Profile of the team leaders with their details including their qualifications, no. of experience, expertise etc. should be submitted as per the format enclosed as Annexure XV. |
| 11 | Whether bidder, key team members and team leaders blacklisted/debarred/disqualified by any regulators /statutory body in India/any other government/statutory agencies in the last 10 years. (The bidder, key team members and team leaders should not have been blacklisted/debarred/disqualified by any regulators/statutory body in India/any other government/statutory agencies in the last 10 years.) | An undertaking to this effect duly signed by the Authorized Signatory, Company Secretary. |
| 12 | Details of bid amount paid through ECS/Demand Draft: | ECS/DD No..... Dated..... Bank..... |
| | | Drawn on (Branch)..... Amount Rs..... |
| 13 | PAN number..... GST number..... | |

Dated this.....day of 2023

(Signature)

Duly authorized to sign Proposal for and on behalf of

(In the capacity of)

ANNEXURE XIV
TECHNICAL BID
(Evaluation Matrix)

Request for Proposal“ Appointment of a Consultant for Organizational Restructuring of Alliance Air

| Sr. No. | Parameter | Max. Marks | Marking System | Ascribe Marks as per your assessment (Bidder must secure minimum 70 marks to technically qualify) |
|---------|--|------------|--|---|
| 1(a) | Firms Experience Bidder should have minimum of Three [03] years' experience as on 30.11.2022, in Organization Restructuring. | 20 | | |
| 1(b) | The Bidder should have handled a minimum of Three(3) transactions in respect of conducting Organization Restructuring. | 40 | | |
| | | | Criteria | Max. Marks |
| | | | Experience of handling atleast 03 transactions as indicated in the parameter. Additional four marks for handling every additional transactions as indicated in the parameter subject to maximum of 20 marks. | 40 |
| 2 | Experience of Resources Applicant having key team members having 5 or more years of experience in respect of Organization Restructuring. | 20 | Criteria Max. Marks 320 | |
| | | | key 5 Personnel 1 mark for 5 each additional key personnel above 3 subject to maximum of 5 marks | |
| 3 | Approach & Methodology Additional weightage to the bidders who have handled Organization Restructuring of Govt .entities. | 20 | | |
| | | | Criteria | Max. Marks |
| | | | One assignment | 10 |
| | | | For every additional assignment handled 5 additional marks subject to a maximum Of 10 marks | 10 |
| | Total | 100 | | |

Note: Bidder(s) will be short listed based on above matrix. Bidders must secure a minimum of 70% marks to technically qualify.

Annexure XV

PROFILE OF TEAM LEADERS AND KEY TEAM MEMBERS WHO WILL BE ASSOCIATED WITH THE ASSIGNMENT

(Details to be submitted i.r.o. every Team Leader/key Team member proposed to be associated with the assignment)

1. Name of the Person:
2. Office Address:
3. E-mail ID:
4. Phone Number Office :
Mobile :
5. Date since working in the Firm:
6. Professional Qualifications (Qualifying Date, qualification obtained and institute):
7. Present Designation:
8. Experience:(State clearly No of years of experience as well as specialized field)
9. If blacklisted / debarred etc.(Provide details):

Dated this day of.....2023

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of __

Annexure-XVI**Submission of Financial Bid**

| <u>Sr. No.</u> | <u>Work Scope</u> | <u>Amount in INR exclusive of GST</u> | <u>Applicable GST</u> | <u>Amount in INR inclusive of GST</u> |
|-----------------------|---|--|------------------------------|--|
| 1 | Restructuring the Organisation | | | |
| 2 | Creating job descriptions and communicating the new structure | | | |
| 3 | Drafting HR Policies and procedures | | | |
| | TOTAL (INR) | | | |

ANNEXURE – XVII

AUTHORIZATION LETTER FOR ATTENDING FINANCIAL BID OPENING

To
 Head of Personnel
 Alliance Air,
 Delhi.

Dear Sir/Madam,

This is with regard to the **Tender No: AAAL/2023/Pers/DEL/1393** RFP Date 02.01.2023 having the Closing Date 23.01.2023 at 1500hrs.

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

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

Signature:.....

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

Bidder's Name and Common Seal.....

NOTE:

Permission for entry to the Hall where bids are opened may be refused incase authorization as prescribed above is not received within two (2) days from the date of opening of the Technical/Financial bid.

The authorized representatives, in their own interest must reach venue of opening well in time.

The authorized representatives must carry a valid photo identity issued by the Government of India or any other applicable government. In the event such photo ID is not produced when demanded by Alliance Air for verification, the same may lead to denial of entry by Alliance Air for the purpose of bid opening.

Separate authorization letters would be required for Technical and Financial Bid opening.

Annexure –XVIII

INTEGRITY PACT

BETWEEN

Alliance Air Aviation Limited(AAAL),hereinafter referred to as **“The Principal”**,

And

_____herein after referred to as **“The Bidder/Contractor”**

PREAMBLE

The principal intends to award, under laid down organizational procedures, contract(s) for _____. 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

The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

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.

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.

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.

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)

The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption in their dealings with AAAL. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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. 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 cartelization in the bidding process.

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.

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.

The Bidder(s)/Contractor(s) will not instigate third persons to commit offences or acts outlined above or be an accessory to such offences.

Section3-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 processor take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at Page nos.51-60.

Section4-Compensation for Damages

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.

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.

The Contractor/Bidder shall not be entitled to claim from the Principal any amounts either as damages or otherwise, on account of termination.

Section 5-Previous transgression

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.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender processor action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section6–Equal treatment of all Bidders/Contractors/Sub contractors

The Bidder(s)/Contractor(s) undertake(s)to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

The principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub contractors.

The principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section7–CriminalchargesagainstviolatingBidder(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.

Section8–Independent External Monitor/Monitors

The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to the Chairman, AAAL.

The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will

so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the Chairman, AAAL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the AAAL Board.

If the Monitor has reported to the Chairman AAAL, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman AAAL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

The word 'Monitor' would include both singular and plural.

Section 9 -Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 3 years after the last payment under the contract, and for all other Bidders 12 months after the contract has been awarded to the successful bidder.

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 Board of AAAL.

Section 10-Other provisions

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members and in the case of a Company by an authorized representative.

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.

Issue like Warranty/guaranty etc. shall be outside the preview of IEMs.

In the case of any contradiction between the integrity pact and its Annexure, the clause in

the integrity Pact will prevail.

(For & On behalf of the principal)

(For & On behalf of Bidder/Contractor)

(Office Seal) (Office Seal)

Place----- Date-----

Witness1:
(Name &Address) _____

Witness2:
(Name &Address) _____

