

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 AI Assets Holding Limited (AIAHL), 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 an invitation by AI Assets Holding Limited (AIAHL) 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 AI Assets Holding Limited (AIAHL) 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 AI Assets Holding Limited (AIAHL), whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of AI Assets Holding Limited (AIAHL) and the bidder.

AI Assets Holding Limited (AIAHL) makes 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.

AI Assets Holding Limited (AIAHL) 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.

Index of Tender Document

Tender for Hiring services of GST Consulting Firm, LLP, Company on GST issues pertaining to Movable Assets transferred to AIAHL (herein after referred as Company)

Chapter	Description	Pages														
1	Introduction, Key Events & Dates	3-4														
2	Instructions to Bidders	5-6														
3	Scope of Work	7-8														
4	Bidder Profile	9														
5	Eligibility Criteria	10-11														
6	Financial Bid	12														
7	Standard Terms & Conditions	13-16														
8	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Tender Forms (Annexures 1 to 6)</td> </tr> <tr> <td style="text-align: center;">Annexure 1</td> <td>UNDERTAKING / DECLARATION – SUBCONTRACTING</td> </tr> <tr> <td style="text-align: center;">Annexure 2</td> <td>UNDERTAKING/ DECLARATION - CONFIDENTIALITY</td> </tr> <tr> <td style="text-align: center;">Annexure 3</td> <td>UNDERTAKING/DECLARATION – NO CONFLICT OF INTEREST</td> </tr> <tr> <td style="text-align: center;">Annexure 4</td> <td>UNDERTAKING/DECLARATION – INDEPENDENCE</td> </tr> <tr> <td style="text-align: center;">Annexure 5</td> <td>UNDERTAKING/ DECLARATION – NO DISQUALIFICATION</td> </tr> <tr> <td style="text-align: center;">Annexure 6</td> <td>UNDERTAKING/ DECLARATION – UNCONDITIONAL ACCEPTANCE OF ALL TERMS & CONDITIONS</td> </tr> </table>	Tender Forms (Annexures 1 to 6)		Annexure 1	UNDERTAKING / DECLARATION – SUBCONTRACTING	Annexure 2	UNDERTAKING/ DECLARATION - CONFIDENTIALITY	Annexure 3	UNDERTAKING/DECLARATION – NO CONFLICT OF INTEREST	Annexure 4	UNDERTAKING/DECLARATION – INDEPENDENCE	Annexure 5	UNDERTAKING/ DECLARATION – NO DISQUALIFICATION	Annexure 6	UNDERTAKING/ DECLARATION – UNCONDITIONAL ACCEPTANCE OF ALL TERMS & CONDITIONS	17-22
Tender Forms (Annexures 1 to 6)																
Annexure 1	UNDERTAKING / DECLARATION – SUBCONTRACTING															
Annexure 2	UNDERTAKING/ DECLARATION - CONFIDENTIALITY															
Annexure 3	UNDERTAKING/DECLARATION – NO CONFLICT OF INTEREST															
Annexure 4	UNDERTAKING/DECLARATION – INDEPENDENCE															
Annexure 5	UNDERTAKING/ DECLARATION – NO DISQUALIFICATION															
Annexure 6	UNDERTAKING/ DECLARATION – UNCONDITIONAL ACCEPTANCE OF ALL TERMS & CONDITIONS															

Chapter-1

Introduction

AI ASSETS HOLDING LIMITED (AIAHL) is a company incorporated under the provisions of the Companies Act, 2013 with its CIN U74999DL2018GOI328865 and having its Registered office at Airlines House, 113 Gurudwara Rakabganj Road, New Delhi – 110 001 and Corporate office at 2nd Floor, Air India Reservation Building, Safdarjung Airport, New Delhi-110003.

The Government of India initiated the strategic disinvestment of Air India in 2017 and created a Special Purpose Vehicle i.e., AIAHL with an object to warehouse accumulated working capital loans not backed by any asset along with four subsidiaries namely AI Airport Services Limited, AI Engineering Services Limited, Alliance Air Aviation Limited, and Hotel Corporation Limited, non-core assets, and other non-operational assets of Air India.

Invitation for Tender Offer:

- a. AIAHL invites bids for the Engagement of a Consultant for availing professional services in Indirect Taxation (GST) from a firm or LLP or Company with a **minimum of 10 years'** experience and based in **Delhi NCR** area.
- b. Contract would be for the limited & and specific assignment indicated in Work Scope.
- c. Selected Bidder has to provide, manage, and maintain all necessary infrastructure components and services that would be necessary as per the requirements of this Tender. The assignment should be completed to the satisfaction of AIAHL at the earliest within a period of not more than one year.
- d. AIAHL reserves the right to alter the scope of work at any stage with suitable adjustments in fees payable.

Key Events & Dates

Sl. No.	Particulars	Details
1	Tender Notice No	AIAHL/GST/2023-24/-02
2	Tender Name	Engagement of GST Consultant for limited & and specific assignment
3	Date of Issue	4 Sep 2023
7	Last date and time of submission of Bid (Technical and financial Bid)	25 Sep 2023, 3:00 PM
8	Tender Document	The details can be downloaded from GeM portal www.gem.gov.in or from <u>AIAHL</u> website www.aiahl.in/Tenders.aspx
9	Date & time of opening of Technical Bids	21 Sep 2023, 03:30 PM
10	Date & time of opening of Financial Bids	Shall be communicated to technically qualified bidders
11	Name of the contact person for any clarification	Mr. Ritesh Kumar Kaushik, Manager (Finance & Accounts) Mr. Rajiv Kapoor, CFO
12	e-mail Address	manager-accounts@aiahl.in (Please quote the RFP No. in the Subject Line of the e-mail)
13	Validity of Proposal	The rates in the tender document shall remain valid for acceptance for a minimum period of One Hundred and twenty (120) days from the last date of submission of Bid (Technical and Financial), including extensions, if any.

Note: AIAHL reserves the right to cancel the Tender process at any stage.

Chapter-2

Instructions to Bidders

1. Bidder shall submit their offers online in an electronic format both for “Technical” and “Financial bid” on the GeM portal.
2. **Online submission of bids:** The online bids will have to be digitally signed and submitted within the time specified on the website <https://gem.gov.in> the following manner:-
 - a) **Technical Bid: Scanned Copies to be uploaded (.pdf):**
 - i. The technical information should be prepared very carefully and as indicated in the tender document since it will form the basis for pre-qualification and technical evaluation of bidders. Only relevant and to-the-point information/documents should be uploaded. Failure to provide any required information may lead to the rejection of the offer. Bidders must read the tender document very carefully before signing it.
 - ii. The technical bid i.e., all Annexures (including all the pages of the tender document), except Financial Bid, must be signed by the authorized representative and uploaded.
 - b) **Financial Bid:** Bidders must read the terms and conditions as mentioned in the format / tender document and submit the form accordingly. Bidders are required to check the prices/amounts carefully before uploading the financial bid.
3. Submission of more than one bid is not allowed and shall result in the disqualification of the bidder.
4. **Validity of bids:** Tender submitted by Bidders shall remain valid for acceptance for a minimum period of One Hundred and twenty (120) days from the last date of submission of Bid (Technical and Financial), including extensions, if any.
5. AIAHL reserves the right to reject any or all the bids without assigning any reasons thereof.
6. **Authorization and Attestation:**

The bidders have to submit an **Authorization Letter or valid Power of Attorney** on behalf of firm for signing the document.

7. The Standard Terms and Conditions of Contract also form part of the E-Tender specifications. The information furnished shall be complete by itself. The Bidders are required to furnish all the details and other documents as required.
8. Bidders are advised to study all the tender documents carefully.
9. Any conditional bid received shall not be considered and will be summarily rejected in the very first instance without any recourse to the bidder.
10. Any submission in the tender shall be deemed to have been done after careful study and examination of the e-tender documents and with a full understanding of the implications thereof.
11. Should the e-tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the scope of work or the e-tender documents issued are incomplete or shall require clarification on any of the technical aspects, the scope of work etc. Tenderers shall raise a query on the GeM portal well in time (so as not to affect the last date of submission) for clarification before the submission of the tender.
12. Bidders' request for clarification shall be with reference to Sections and Clause numbers given in the e-tender document.
13. The specifications and terms and conditions shall be deemed to have been accepted by the Bidders in his offer.
14. Non-compliance with any of the requirements and instructions of the e-tender document may result in the rejection of the tender.
15. This document has not been filed, registered or approved in any Court of Competent jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.
16. This document constitutes no form of commitment on the part of the AIAHL. Furthermore, this document confers neither the right nor an expectation on any party to participate in the tendering process.
17. Merely participation in this Tender Document by any party does not confer or constitute any right of association with AIAHL.

Chapter-3

Work Scope

Brief Facts:

Pursuant to the disinvestment of a Govt. company (Transferor), AI Assets Holding Limited (the Company) has received noncore assets including movable goods consisting of Plant & Machineries, Ground Handling Equipment, Furniture & Fixture, Office Equipment etc. Such assets are located in different states from where Transferor was operating. Assets were transferred by the Transferor to the Company by way of tax invoices from the respective states where these assets are located by mentioning their respective state GST registration numbers as supplier's GST number.

1. The Company had GST registration only in the state of Delhi when these assets were transferred by Transferor to the Company.
2. While raising tax invoices for transfer of these assets, Transferor raised GST invoices on the Company by transferring all the assets on Company's Delhi GST registration number & levied CGST and SGST on these invoices.
3. GST is a destination-based tax and the applicability of IGST, CGST/SGST is dependent on the place of supply of goods. In case of movable goods, if there is no movement of goods from one state to another then CGST and SGST of that state shall be levied where goods are lying.
4. Since the Company did not have GST registrations in other states and Transferor had charged CGST/SGST on the Company's Delhi GST registration, the same was disallowed by GST authorities stating that supplier and recipient states are different. However, later the amendments in the Invoices were carried out by the Transferor for ITC availment by the Company.
5. The Company in the meantime also obtained the GST registration in several states.
6. As per the applicable provisions, the Company was required to file form ITC-01 with the respective state commissioners within 30 days from the date of registration to avail the GST Input credit. However, there was a delay in filing form ITC 01 with the respective state Commissioners and a letter for "condonation of delay in filing" was accordingly submitted to all the state Commissioners along with a certificate from a Chartered Accountant firm regarding eligibility to avail the GST Input credit in terms of the provisions of the CGST Act.

Maharashtra State condoned the delay and issued a Gazette Notification allowing the Company to avail the GST input credit in the state of Maharashtra.

However, other states are yet to take a similar action and allow the Company to avail ITC. The present status of GST registration/ ITC availment is as under:

a. 3 States- Rejected GST Registration:

The states of Goa, Gujarat & Ladakh have rejected the GST registration application for reasons relating to office address in the States. The total ITC for 3 states is Rs. 0.46 cr.

b. 8 States- ITC condonation request is pending

Registration in 8 States Assam, Jammu & Kashmir, Karnataka, Kerala, Punjab, Tamil Nadu, Telangana, and West Bengal has been taken.

The Company has requested the respective Commissioner offices in these 8 States. However, GST Authorities are yet to act upon the request of the Company to condone the delay and issue a Gazette Notification like the State of Maharashtra. The total ITC for 8 States is Rs. 4.83 cr.

c. 1 State- canceled the GST registration

Registration in Uttar Pradesh has been canceled for reasons relating to office address in the State. However, the ITC was allowed by the authorities. The total ITC for the State is Rs. 0.09 cr.

Broad Work Scope

The Company is a SPV (Special Purpose Vehicle) and operates from a single location in Delhi. The Company would like to outsource the work of pending GST registration and availment of ITC in relation to the transfer of assets in the States as indicated in Sl.No. 6 above.

- ❖ Discussion with management in relation to the stages of ITC availment in each state
- ❖ Preparing an action plan according to the discussion with the management
- ❖ Studying the documents and submissions made so far with the GST department of each state.
- ❖ Studying GST provisions in relation to such availment of ITC and plan accordingly
- ❖ Discussion with the management for planning and strategizing the way forward
- ❖ Providing assistance in following up with the GST department in relation to the application filed
- ❖ Providing assistance in drafting submissions and follow-up letters in relation to ITC availment for each state
- ❖ Representing the matter before GST officials to allow the aforementioned ITC in each state
- ❖ Follow up with GST officials in respective states on a day-to-day basis.
- ❖ Physical visits to respective States as & when required (single or multiple visits may be required for the assignment)

Chapter-4

BIDDER'S PROFILE

To,
 Manager-Finance & Admin,
 AI Assets Holding Limited,
 2nd Floor Air India Reservation Building,
 Safdarjung Airport, New Delhi-110003

Sl. No	Particulars	Description (Fill the required information in the format)								
1	<u>Registration details:-</u> Name of the Bidding Firm/LLP/Company									
2	Date of Incorporation	Attach documentary evidence								
3	<u>Locational details-</u> The Bidder should be based in the Delhi NCR Area.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Office</th> <th style="text-align: center;">Address</th> </tr> </thead> <tbody> <tr> <td>1. Head Office</td> <td></td> </tr> <tr> <td>2. Delhi NCR</td> <td></td> </tr> <tr> <td>3. Other locations, if any</td> <td></td> </tr> </tbody> </table> <ul style="list-style-type: none"> Proof of office in Delhi NCR Area Copy of Lease Rent Agreement, Utility Bill etc. in support of address to be attached. 	Office	Address	1. Head Office		2. Delhi NCR		3. Other locations, if any	
Office	Address									
1. Head Office										
2. Delhi NCR										
3. Other locations, if any										
4.	<u>Contact Details –</u> Contact Person (s), Telephone Numbers, Fax Numbers, E-Mail Addresses									
5.	a. PAN No. of Bidder b. GST Tax Registration No. of Bidder	(Attach documentary proof of PAN no and GSTIN)								
6.	<u>Skilled Qualified Resources: -</u> a. Numbers of Full-Time Partners, Directors b. Numbers of Full-time Qualified Employees	<i>Attach list of Lead Partners, Partners, Directors and Employees showing their Names, Details of Experience in practice, membership no, client company names and Indirect Tax, etc.</i>								
7.	<u>Experience Details</u> <i>Bidder Should have a minimum experience of 10 years</i>	Copy of Certificate of Practice issued by ICAI/regulatory authority.								

Chapter-5

Technical Bid Evaluation (ATC 1)

PRE-QUALIFICATION CRITERIA (Mandatory Minimum Eligibility Criteria)

Bids of the applicants / Bidders who fulfill the following pre-qualification requirements and submit documentary proof thereof along with the Technical Bid, will only be eligible for evaluation of the technical bids. Bidders are required to indicate the compliance status for each of the PQ criteria by stating Yes or No. The documentary evidence is required to be attached in the sequence of the criteria. No to any one of the criteria could result in disqualification of the bid as these are mandatory PQs.

Sl. No	MANDATORY REQUIREMENTS	PQ Criteria	Documentary evidence is to be attached with the Technical Bid	Compliance Status (Yes/No)						
1.	Bidder (Firm, LLP, Limited or Private Company) has been in existence for the last 10 years, as on 31 st Jul 2023, having a functioning office of its own based in Delhi NCR Area	10 yrs	1. Certificate of incorporation of the bidder 2. (Rental agreement, Utility bills, etc.) for functioning office in Delhi							
2.	<p><u>Experience Details</u></p> <p><i>Provide a list of Experience of handling in the last 5 years (as of 31.07.23), at least 3 assignments as an Indirect Taxes consultant, or having on hand at least 3 assignments as on date in respect of Govt undertaking / Non-Government Company (Turnover of the each of three undertakings must be a minimum Rs.100 crores or more in the year of assignment) in the format</i></p>	3 assignments in last 5 Years or as on date (Turnover of the each undertaking must be a minimum of Rs. 100 crore or more in the year of assignment)	<p>Self- certified Declaration on letterhead signed and stamped in the format given below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">1 Name of the Undertaking/ Organization</td> </tr> <tr> <td style="text-align: center;">2 Type of organization</td> </tr> <tr> <td style="text-align: center;">3 Nature of work</td> </tr> <tr> <td style="text-align: center;">4 Location</td> </tr> <tr> <td style="text-align: center;">5 Period of Assignment</td> </tr> <tr> <td style="text-align: center;">6 Gross Turnover of Undertaking/ organization</td> </tr> </table> <p>2. Attach a copy of the Work Order, Certificate, or PO in support of the assignment undertaken. The professional Fee</p>	1 Name of the Undertaking/ Organization	2 Type of organization	3 Nature of work	4 Location	5 Period of Assignment	6 Gross Turnover of Undertaking/ organization	
1 Name of the Undertaking/ Organization										
2 Type of organization										
3 Nature of work										
4 Location										
5 Period of Assignment										
6 Gross Turnover of Undertaking/ organization										

			mentioned in Work Order, Certificate or PO may be blackened.	
3.	The Lead Partner under whose supervision the Consultancy will be carried out should have a minimum Post Qualification Experience of 7 years. The cut-off date for ascertaining experience in this regard will be 31 st Jul 2023.	7 Yrs	Self- Certified details and undertaking duly signed by the Lead Partner/Professional as per details required	
4.	The bidder Should have at least 5 partners/professionals with CA qualifications. The professional should have expertise in providing consultancy and representation services in Indirect Tax matters.	5	Self- Certified details and undertaking duly signed by the Lead Partner/Professional	
5.	Firm/LLP/Company should not have been debarred/ disqualified/ blacklisted by any regulator/ statutory body or Government entity or any International/National Agency/ institution for corrupt or fraudulent practices or for any other reason. (ATC 3)	No debarring	Self- Certified details and undertaking duly signed by the Lead Partner/Professional as per details required	
6.	Bidder has to submit the required Undertaking (ATC 3) with the Technical Bid as required at Para 2 in Chapter 7 (Standard Terms & Conditions) this tender towards confirming: 1 Subcontracting with AIAHL's consent 2 Non-Disclosure and Confidentiality, 3 No Conflict of Interest, 4 Independence 5 No Disqualification Declaration	1. Subcontracting with AIAHL's consent 2. NDA, 3. No Conflict of Interest, 4. Independence, 5. No disqualification.	Self-certified declaration (Annexures 1-6) in this respect be given under two partners'/Professional signatures on the firm/LLP/Company letterhead	
7.	Bidder has confirmed 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 (ATC 3)	Unconditional compliance with all the terms and conditions	Self-certified Undertaking duly signed by the Lead Partner in this respect to be given on the firm/LLP/Company letterhead	

Name & Designation of the Authorised Signatory
Membership No:

Signature & Stamp of the Firm

Place & Date:

Chapter- 6

Financial Bid- ATC 2 (It should not be included in the technical bid and such bid will be rejected). It should be submitted separately as a financial bid only

Sl. No.	States	ITC Rs. Cr	Professional fee for each State (excl of GST)
1	Assam	0.32	
2	Goa	0.34	
3	Gujarat	0.03	
4	Jammu and Kashmir	0.25	
5	Karnataka	0.57	
6	Kerala	0.67	
7	Ladakh	0.09	
8	Punjab	0.09	
9	Tamil Nadu	1.63	
10	Telangana	0.13	
11	Uttar Pradesh	0.09	
12	West Bengal	1.18	
"A" Grand Total		5.39	-
Applicable GST Rate			

Notes:

1	The Professional Fee for each State should include all charges like Consultation, Travel to States, Conveyance, Discussion with GST Authorities and management, Out-of-pocket, etc. No other charges will be paid
2	The payment of Professional services will be made only after the ITC is successfully made available by the GST authorities to the Company for utilization
3	Professional Fee is exclusive of applicable GST
4	Bid with the Total Lowest Evaluated rates, by adding the twelve States' quoted amounts, would be declared as at "A" the successful bidder

Chapter- 7

Standard Terms & Conditions

1. Terms and Conditions:

1.1 Place of Work:

Corporate Office of the Company at 2nd Floor, Air India Reservation Building, Safdarjung Airport, New Delhi, 110003.

1.2 Bid Prices, Invoicing, and Payment Terms:

- a. Bidder should quote rates in respect of each State as mentioned in the Financial Bid which will be valid for the entire contract period. The fee quoted will be all-inclusive & cover the manpower, and any other resources costs including costs of preparation of reports, representing AIAHL before GST authorities, attending meetings, visits/travel for executing assignments, out-of-pocket expenses, etc.
- b. Applicable GST rate should be quoted separately in the financial bid.
- c. AIAHL will not be making any other payment except those mentioned in the award letter based on the financial bid.
- d. Bidder will raise the Invoice only for State(s) for which ITC has been made available to the Company for its utilization by the respective GST authorities. If Bidder is unsuccessful in making ITC available to the Company, Invoice will not be accepted and no payment for that State(s) will be made.
- e. No advance payment will be made for the assignment.
- f. Invoices will be paid after 60 days from the date of submission of an invoice.

1.3 The Company reserves the right to accept/ reject any or all the offers without assigning any reason whatsoever.

1.4 Contacting, lobbying, or putting outside influence: Any effort on the part of the bidder to influence the bid evaluation process or award of contract decision may result in the rejection of the bid.

1.5 Exit clause/Termination 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, AIAHL will have the right to terminate the contract by giving one (1) month prior written notice.
- b. If there is a change in AIAHL's requirement, AIAHL will be entitled to terminate the contract by giving one (1) month's advance notice in writing.

- c. If the successful Bidder desires to terminate the contract, a minimum of 6 (six) months advance notice must be given to AIAHL in writing.
- d. In the event of any non-compliance to clause 2.

2. Compliances/Declaration/Certificates by Firm(s) for Technical Evaluation:

The Bidder shall comply with and furnish for all the below items from 2.1 to 2.5 duly signed Mandatory Undertaking to be submitted with the Technical Bid and confirm compliances on their letterhead duly signed by the authorized signatory declaring and certifying as required under Statutory /Company rules, as under:

- 2.1 Non-Disclosure and Confidentiality: The Bidder will work in strict confidence and ensure that the data, statement, and any other information in respect of the operation of the location/ work centre/ Company is dealt with strictly confidentially and in secrecy. A Nondisclosure Undertaking in this regard may be submitted duly signed and stamped.
- 2.2 No Conflict of Interest: The Bidder should not be related to any Director or Key Managerial Personnel or employee of the Company within the meaning of the Companies Act, 2013.
- 2.3 Independence: Neither the Bidder nor its partner(s) or associate should have any interest in the business of the Company. The Bidder will submit a Certificate of Independence.
- 2.4 No Disqualification declaration: The Bidder and its partners/ employees/ associates 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.
- 2.5 Debarring Provisions:
 - a. The Bidder will be debarred from getting, in the future, any work in AI Assets Holding Limited if the bidder obtains the contract on the basis of any false information/misstatement.
 - b. If the Bidder does not take up the assignment in terms of an appointment letter.
 - c. If the Bidder fails to maintain/honour confidentiality and secrecy of the Company's data, statement, and any other information.
 - d. If the Bidder fails to comply with any of the conditions laid down in Clause 2.1 to 2.4 above.

3 Indemnity

The bidder, in the event of being selected under this TENDER, assumes responsibility for and shall indemnify and keep AIAHL 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 and 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 AIAHL during the tenure. In the event of any third party raising claim or bringing action against AIAHL including but not limited to action for injunction in connection with any rights consequential to the 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 AIAHL in defending at the bidder's cost against such third party's claim and/or actions and against any lawsuits of any kind initiated against AIAHL.

4 Implementation of Assignment and Reports

The selected bidder will be required to submit acceptance of the award of the contract within the period of 10 business days from the date of communication of the award/appointment letter.

5. Dispute resolution and arbitration

5.1 Any dispute arising between the Bidder/Successful Bidder and AIAHL in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or breach thereof, shall first be settled by negotiations between the authorised representatives of the Bidder/Successful Bidder and AIAHL (Parties).

5.2 If the dispute remains unresolved after a period of 90 days from the date when the negotiation has started, then the unresolved dispute/difference shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, and the award made in pursuance thereof shall be final and binding on the Parties. The arbitral tribunal shall consist of a sole arbitrator to be mutually appointed by the Parties. The venue of arbitration shall be Delhi and the arbitration proceedings shall be carried out in English. The cost of arbitration shall be as per the directions provided under the arbitral award.

6. Jurisdiction

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

7. Performance Security/Bank Guarantee

The successful bidder needs to deposit a Performance Bank Guarantee within 30 days from the date of acceptance of the work order, for an amount of 3% of the Contract value valid for 12 months from the date of issue plus a claim period of 3 months.

8. Penalty

Any delay on the part of the selected bidder in the completion of the work, or part thereof will attract the imposition of a penalty as under:

- a. AIAHL would also be entitled to terminate the contract.
- b. Deduction of a percentage of fee, as may be determined by the management, from Performance Security/Bank Guarantee or amount due to bidder.

The implementation of the assignment would be monitored closely.

Annexure 1

UNDERTAKING / DECLARATION –SUB-CONTRACTING

(Undertaking from the firm on its letterhead)

We (and our employees) shall not subcontract any portion of the assignment under this tender without the consent of AIAHL. We shall be solely and directly responsible for executing sub-contracted portions of the contract. The total value of the sub-contracting portion of services will not exceed 25 (twenty-five) percent of the bid quoted price as specified in the Tender Document.

Failure to discharge this obligation will be considered by AIAHL to be a Termination Event under Clause 1.5 of the tender.

Signature and seal of the authorized person

Date:

Place:

UNDERTAKING/ DECLARATION - CONFIDENTIALITY

(Undertaking from the firm on its letterhead)

We (and our employees) shall not, unless the AIAHL gives permission in writing, disclose any part or any information furnished by the AIAHL, to any person. The employees engaged by us will maintain strict confidentiality.

We (and our employees) shall not without prior written consent from the AIAHL make use of any document or information given by the AIAHL, except for the purposes of performing the contract awarded pursuant to this tender.

In case of a breach, AIAHL shall be at liberty to terminate the contract and take any legal action as deemed fit.

Signature and seal of the authorized person

Date:

Place:

UNDERTAKING/DECLARATION – NO CONFLICT OF INTEREST

(Undertaking from the firm on its letterhead)

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

Signature and seal of an authorized person

Date:

Place:

UNDERTAKING/DECLARATION – INDEPENDENCE

(Undertaking from the firm on its letterhead)

It is to certify that our firm and its partners/employees do 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:

UNDERTAKING/ DECLARATION – NO DISQUALIFICATION

(Undertaking from the firm on its letterhead)

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 the Companies Act, 2013, or any other Government/Statutory agencies with regard to any financial irregularities.

Signature and seal of authorized person

Date:

Place:

**UNDERTAKING/ DECLARATION – UNCONDITIONAL ACCEPTANCE OF ALL TERMS &
CONDITIONS**

(Undertaking from the firm on its letterhead)

It is hereby certified that I/We have read the entire terms and conditions of the tender documents including all Annexure/schedules etc. which form part of the Tender and I/we shall abide here by the terms, conditions, and clauses contained therein.

Signature and seal of authorized person

Date:

Place: