

Ref. No. AAAL/Secretarial Auditor/2024-25

Date 12.08.2024

**Tender for
Appointment of Secretarial Auditors for Alliance Air Aviation Limited (AAAL)
for two financial years 2023-24 and 2024-25.**

Issued by:

Alliance Air Aviation Limited

Registered Office: Alliance Bhawan, Domestic Terminal-1, I.G.I Airport,
New Delhi-110037

Website:<https://allianceair.in>

DISCLAIMER

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

This TENDER is not an agreement and is neither an offer nor an invitation by Alliance Air Aviation Limited (AAAL) to the prospective bidder(s) or any other person.

The purpose of this TENDER is to provide interested parties within formation 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 Alliance Air Aviation Limited (AAAL), or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof is expressly disclaimed.

No contractual obligation on behalf of Alliance Air Aviation Limited (AAAL), whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of Alliance Air Aviation Limited (AAAL) and the bidder.

Alliance Air Aviation Limited (AAAL) 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.

Alliance Air Aviation Limited (AAAL) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this TENDER.

Index

Tender for engagement of Practicing Company Secretaries Firm for conducting Secretarial Audit of Alliance Air Aviation Limited, AAAL (herein after referred as “Company”) for the Financial years 2023-24 and 2024-25.

S. No.	Description	Pages
1.	Introduction, Key Events & Dates	3-4
2.	Instructions to Bidders	5-6
3.	Terms & Conditions	7-14
4.	Scope of Work- Annexure 1	15-15
5.	Bidder Profile- Annexure 2	16-18
6.	Proforma for Technical Bid- Annexure 3	19-20
7.	Proforma for Financial Bid- Annexure 4	21-22
8.	Declaration by PCS Firm regarding appointment as Secretarial Auditor- Annexure 5	23-23
9.	Undertaking/Declaration–No Disqualification- Annexure 6	24-24
10.	Undertaking/Declaration- Unconditional acceptance of all terms & conditions- Annexure 7	25-25
11.	Undertaking for acceptance of Financial Bid in the prescribed format- Annexure 8	26-26

Introduction

Alliance Air Aviation Limited (AAAL) is a Government Company and a wholly owned subsidiary of AI Assets Holding Limited (AIAHL) established under the Companies Act, 1956 having its Registered Office at 'Alliance Bhawan', Domestic Terminal – 1, I.G.I Airport, New Delhi-110037.

AAAL was set up in September 1983 with the main objective to carry on business in any part of the world, as an airline and to provide air transport services and carry out all other forms of aerial work, whether on charter terms or otherwise. The Company mainly operates between Tier-2 and Tier-3 cities in India. As at year end, the Company has a fleet of 21 aircrafts comprising of Eighteen ATR 72-600 aircraft, Two ATR 42- 600 Aircraft & One Dornier Do-228 Aircraft.

The authorized and paid up share capital of the Company is Rs. 1000 Crore and Rs.1002.25 Crore respectively. Presently, the entire share capital is held by AI Assets Holding Limited.

Further, to know more about the Company, please visit www.allianceair.in.

Invitation for Tender Offer:

- a) AAAL invites bids for the Engagement of Practicing Company Secretaries Firm for conducting Secretarial Audit of the Company.
- b) Contract would be for the period of two Financial Years 2023-2024 and 2024-25, extendable by another 1 year at the sole discretion of AAAL as per the Company requirements and the overall performance review of the Secretarial Audit firm.
- c) AAAL reserves the right to alter the scope of work at any stage with suitable adjustments in fees payable.

Key Events & Dates

S. No.	Particulars	Details
1	Tender Notice No	AAAL/Secretarial Auditor /2024-25 dated 12.08.2024
2	Tender Name	Engagement of Practicing Company Secretaries Firm for Conducting Secretarial Audit of the Company
3	Date of Issue	12 th August 2024
4	Last date and time of submission of Bid (Technical and financial Bid)	27 th August 2024, 3:00 PM
5	Tender Document	The details can be downloaded from GeM portal www.gem.gov.in or from AAAL website https://allianceair.in/tender
6	Date & time of opening of Technical Bids	27 th August 2024, 03:30 PM
7	Name of the contact person for any clarification	Smt. Shilpa Bhatia, Company Secretary
8	e-mail Address	cs.allianceair@allianceair.in
9	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: AAAL reserves the right to cancel the Tender process at any stage.

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. Submission of more than one bid is not allowed and shall result in the disqualification of the bidder.
3. **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.
4. AAAL reserves the right to reject any or all the bids without assigning any reasons thereof.
5. **Authorization and Attestation:** The bidders have to submit an Authorization Letter or valid Power of Attorney on behalf of firm for signing the document.
6. Bidders are advised to study all the tender documents carefully.
7. Any conditional bid received shall not be considered and will be summarily rejected in the very first instance without any recourse to the bidder.
8. Any submission in the tender shall be deemed to have been done after careful study and examination of the tender documents and with a full understanding of the implications thereof.
9. In case bidders 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 tender documents issued are incomplete or shall require clarification on any of the technical aspects, the scope of work etc. Bidders 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.
10. Bidders’ request for clarification shall be with reference to Sections and Clause numbers given in the tender document.
11. The specifications and terms and conditions shall be deemed to have been accepted by the Bidders in his offer.
12. Non-compliance with any of the requirements and instructions of the tender document may result in the rejection of the tender.
13. 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.
14. This document constitutes no form of commitment on the part of the AAAL. Furthermore, this document confers neither the right nor an expectation on any party to participate in the

tendering process.

15. Merely participation in this Tender Document by any party does not confer or constitute any right of association with AAAL.

Terms and Conditions

1. Scope of Work

The Secretarial Auditor shall conduct the work at the Registered Office of AAAL. The illustrative (but not exhaustive) Scope of Work under Secretarial Audit is given at **Annexure 1** for understanding and ready reference.

2. Eligibility Criteria:

- 2.1 The Practicing Company Secretary (PCS) Firm should have been in existence since last 5 years as on 30th June 2024 having office in Delhi/NCR as per the current records of Institute of Company Secretaries of India (ICSI).
- 2.2 The Practicing Company Secretary Firm should have successfully conducted Secretarial Audit and should have issued the Secretarial Audit Report under Section 204 of the Companies Act, 2013 for at least 3 CPSE or PSUs Companies during the last 5 financial years i.e. FY 2018-19 to 2022-23.
- 2.3 The Practicing Company Secretary/ Partner/Proprietor under whose supervision Secretarial Audit of AAAL will be carried out, should have minimum 5 years Post Company Secretary (CS) Qualification Experience in full time practice (without any break). The cut-off date for ascertaining experience in this regard will be 30th June 2024.
- 2.4 The Practicing Company Secretary Firm should be Peer Reviewed by ICSI and shall hold a valid peer review certificate on the date of tender and throughout their engagement with the Company.
- 2.5 The Practicing Company Secretary Firm should not have been debarred/disqualified/black listed by any regulator/statutory body or Government entity or any International/National Agency/institution for corrupt or fraudulent practices or for any other reason.
- 2.6 The Practicing Company Secretary Firm shall have to furnish declarations along with submission of Technical Bid, for appointment as Secretarial Auditor as laid down under **clause 4** of terms and conditions.
- 2.7 The Practicing Company Secretary Firm shall confirm through an Undertaking, the Unconditional compliance to all the terms and conditions of this tender and abide by these in the event of being awarded the contract.

3. Conduct of Secretarial Audit:

- 3.1 The Secretarial Audit shall be conducted/carried out in a time bound manner as per the provisions of Companies Act, 2013 as time being the essence of the contract, it is expected that the Secretarial Audit Report should be submitted within the prescribed time period and as per format under Rule 9 of Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014.

- 3.2 Secretarial Auditor shall review the status of the compliance required under the Companies Act, 2013, the DPE guidelines on Corporate Governance, the Depositories Act, 1996 and the Regulations and Bye-laws framed there under and other compliances to the extent applicable on the Company, Secretarial Standards issued by ICSI and all other laws applicable to the Company for the time being in force.
- 3.3 The tenure of appointment shall be initially for two years i.e. FY 2023-24 and 2024-25. The tenure may be renewed/extended for one more financial year at the same terms & conditions based on satisfactory performance and at the sole discretion of the Company. However, it is expressly stated here that the said renewal is not to be construed as assured and the Company reserves the right not to reappoint at its sole discretion without assigning any reason thereof.

4. Declarations/Certification by Firm(s) for appointment as Secretarial Auditor

The PCS Firm shall have to furnish declarations along with submission of Technical Bid, for appointment as Secretarial Auditor, as under:

- 4.1 The PCS Firm shall not sub-contract the secretarial audit work.
- 4.2 The secretarial audit team will work in strict confidence and will ensure that the data, statement and any other information in respect of the operation of the location / work centre/ Company is dealt with strict confidentiality and secrecy.
- 4.3 No proprietor/partner/employee of the PCS Firm should be related to either Managing Director or any Whole Time Directors or Part Time Directors or KMP of the Company within the meaning of the Companies Act, 2013 by issue & submission of certificate of Independence and arm's length relationship.
- 4.4 Neither the PCS Firm nor its partner(s) or associates should have any interest in the business of the Company.
- 4.5 The PCS Firm shall have prime responsibility to ensure that the maximum number of secretarial audit limits specified by ICSI are not breached.
- 4.6 The PCS Firm shall be free from any disqualification under the Companies Act, 2013 and never being debarred for performing such audit by any client/authority etc.
- 4.7 The PCS Firm should not have been barred from practice by ICSI during the last 5 years.
- 4.8 The PCS Firm shall be peer reviewed as per the guidelines of ICSI and hold a valid certificate on the date of tender and throughout their engagement with the Company.

5. Debarring Provisions:

The PCS Firm will be debarred from getting, in future, the Secretarial audit of Alliance Air Aviation Limited:

- 5.1 If the PCS Firm obtains the appointment on the basis of false information/ mis-statement.

- 5.2 If the PCS Firm does not take up audit in terms of appointment letter.
- 5.3 If the PCS Firm fails to maintain/honour confidentiality and secrecy of the Company's data, statement and any other information.
- 5.4 If the PCS Firm fails to comply with any of conditions laid down in clause 4 above.
- 5.5 If the PCS Firm exit from the assignment before the completion of the same as per scope of work.
- 5.6 If financial bid enclosed with the technical bid.

6. Submission of Bids:

A two-bid system (Technical & Financial Bids) will be followed. The technical bids shall be opened online at the GeM portal. The Technical Bid will be evaluated by the Technical Evaluation Committee of AAAL.

The bidders should upload their bids on GeM Portal in two separate parts, viz.:

- (i) Technical Bid: The bidders are required to submit documents as detailed in Annexure 3. Only the bids complying with the Technical Bid Criteria shall be allowed to participate in the technical bid.
- (ii) Financial Bid: The Financial Bid of only those Bidders who qualify after a complete technical evaluation of their Technical Bids would be opened.

7. Technical Evaluation:

Only the bidders who fulfil the Technical Bid Criteria and upload the documents as mentioned in **Annexure 3** shall be eligible for technical evaluation.

Online submission of bids: Bidder shall submit their offers online in an electronic format both for "Technical bid" and "Financial bid" on the GeM portal. The online bids will have to be signed and submitted within the time specified on the website www.gem.gov.in the following manner:-

7.1 Technical Bid: The following Scanned Copies to be uploaded (.pdf):

- i. Bidder Profile– Particulars of the Bidder (**Annexure 2**)
- ii. Technical Bid as per **Annexure 3 (inclusive of Annexures 5, 6, 7)**.
- iii. Undertaking for acceptance of financial Bid in the prescribed Format (**Annexure 8**)
- iv. The technical bid i.e. all Annexures (including all the pages of the TENDER document) must be signed by the authorized representative and uploaded.
- v. 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.

Note: Technical Bid shall not include any Financial Bid information. A technical bid containing information on the commercial bid shall be declared invalid and rejected.

8. Financial Evaluation

- 8.1 Duly filled Financial Bid as per **Annexure 4** in the prescribed format, without any deviation/changes/overwriting. Any deviation/Changes/ overwriting /correction/erase and/or use of white ink. However, if any overwriting/correction/erase and/or use of white ink is inevitable, the same should be authenticated with the signature & seal of authorized person of applicant Firm otherwise such bid shall be rejected.
- 8.2 The financial bids of the bidders who have met the technical criteria shall be considered for L-1 selection.
- 8.3 Out of the technically qualified bidders, the bidder who has offered the total lowest quote for both the financial years (Total of column no.5 in the financial bid format and GST thereon) shall be awarded the work Order. The rates must be quoted in both figures and words.
- 8.4 Applicable GST rate must be mentioned separately in the financial bid.
- 8.5 The quoted rate and amount (price) should be unconditional and in INR only, inclusive of all expenses.
- 8.6 The Bid with the lowest financial evaluated costs to AAAL as declared by GeM Portal (**Annexure 4**) shall be final for awarding of the contract.

9. Bid Prices, Invoicing and Payment Terms:

The price quoted shall remain fixed and not be subject to variations for duties, levies etc.

- 9.1 Bidder should submit their best-quoted rate in Financial bid format at **Annexure-4**, such rates will be valid up to the period of completion of the period of assignment.
- 9.2 The Financial Bid should cover the Audit fee, out-of-pocket expenses, visiting charges to AAAL office, and all other expenses incidental to this work.
- 9.3 Applicable GST to be quoted separately with the GST registration number, if available.
- 9.4 The Invoice shall be paid within 60 days of the date of submission of invoice to AAAL.
- 9.5 No advance payment will be made.

10. Disqualification of bids:

- 10.1 Failure to furnish all the required information may result in rejection of the bid.
- 10.2 In case the information submitted by the bidder is found to be false and/or incorrect

in any manner, the bidder can be suspended and/or debarred and bids rejected.

- 10.3 AAAL reserves the right to modify the tender document at any stage; accept or reject any or all proposals without assigning any reasons. No bidder shall have any cause or claim against AAAL for rejection of his proposal.

11. MSEs:

- 11.1 MSEs units having registered with:
Udyam Aadhar Registration Certificate.
Any other body specified by Ministry of MSME.
- 11.2 MSEs participating in the TENDER must submit the valid certificate of registration with anyone of the above agencies indicating the details of the tendered item along with their bid.
- 11.3 Micro and Small Enterprises (MSEs) not registered for the trade / item for which TENDER is relevant, would not be eligible for any exemption/ preference under the Post Purchase Dispute (PPD) policy issued by the Govt of India from time to time.
- 11.4 The registration certificate issued from any one of the above agencies must be valid as on close date of the TENDER. The successful bidder should ensure that the same is valid till the end of the contract period.
- 11.5 The MSEs, who have applied for registration or renewal of registration with any of the above agencies / bodies but have not obtained the valid certificate as on close date of the TENDER, are not eligible for exemption / preference.
- 11.6 MSEs will also be entitled to the payment terms of 45 days credit as against AAAL standard payment terms of 60 days credit.

12. Other terms and conditions

- 12.1 AAAL reserves the right to reject or accept or withdraw the tender in full or part as the case may be or all responses and to request additional submissions or clarification from one or more applicant(s) at any stage without assigning reason thereof.
- 12.2 The Company also reserves the right to prematurely close the contract in case of breach of terms and conditions of the contract by the bidder.
- 12.3 Overwriting/correction/erase and/or use of white ink should be avoided in the Offer. However, if any overwriting/correction/erase is inevitable, the same should be authenticated with the signature & seal of authorized person of applicant Firm.
- 12.4 Documentary evidence(s) in respect of all the information above by the applicant Firm(s) must be furnished along with the proposal.
- 12.5 All the pages of the proposal documents shall have to be signed by the applicant Firm(s) with the Firm's seal and documents submitted along-with the offer shall also have to be authenticated by the authorized signatory of the applicant with the Firm's seal.

- 12.6 The PCS Firm are required to submit their GST number if applicable in their Offer.
- 12.7 AAAL reserves the right to extend the last date and time for submission of the bids at its own discretion.
- 12.8 The bidder shall bear all costs associated with the preparation and submission of its bids and AAAL will in no way be held responsible or liable for these costs, regardless of the outcome of the bidding process. It is also clarified that no binding relationship will exist between any of the bidders and the AAAL until issue of the appointment letter.
- 12.9 To assist in technical evaluation, the AAAL reserves the right to call for any clarification from any/all bidder during the evaluation of the bids. Such clarification should be submitted only in writing. However, no other correspondence on bids will be entertained.
- 12.10 Participation in this bid will imply that the bidder has accepted all the terms and conditions and subsequent modifications, if any, of this bid document.
- 12.11 In all matters related to dispute relating to this tender, the decision of the AAAL will be final and binding upon the bidder.
- 12.12 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.
- 12.13 Exit clause/Termination of contract: The contract may be terminated under the following circumstances:
- i. In the event of unsatisfactory performance of the contract/deficiency of service by the successful Bidder, AAAL will have the right to terminate the contract by giving one (1) month prior written notice.
 - ii. If there is a change in AAAL's requirement, AAAL will be entitled to terminate the contract by giving one (1) month's advance notice in writing.
 - iii. If the successful Bidder desires to terminate the contract, a minimum of 2 months advance notice must be given to AAAL in writing.
- 12.14 Indemnity
- The bidder, in the event of being selected under this TENDER, assumes responsibility for and shall indemnify and keep AAAL harmless from all liabilities, claims, costs, expenses, taxes, and assessments including penalties, punitive damages, attorney's fees, and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under this tender or for which the bidder has assumed responsibilities under this contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages

or other compensation to all persons employed by the bidder in connection with the performance of any system covered by the contract. The bidder shall execute 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 AAAL during the tenure. In the event of any third party raising claim or bringing action against AAAL including but not limited to action for injunction in connection with any rights consequential to 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 AAAL 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 AAAL.

12.15 Implementation of Assignment and Reports

The selected bidder will be required to submit acceptance of the award of the contract within the period of 7 business days from the date of communication of the award/appointment letter.

12.16 Dispute resolution and arbitration

Any dispute arising between the Bidder/Successful Bidder and AAAL 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 authorized representatives of the Bidder/Successful Bidder and AAAL (Parties). 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.

12.17. Jurisdiction:

The construction, interpretation, validity, and performance of this Tender and/or Contract shall be governed by the applicable 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.

12.18 Force Majeure:

AAAL may consider relaxing the penalty and delivery requirements, as specified in the tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.

Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that

such acts arise from causes beyond the control and without the fault or negligence of the Bidder.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.

The affected Party shall also notify the other party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of any cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

If the bidder is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, AAAL shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, AAAL shall be entitled to consider the Bidder permanently unable to perform its obligations under the Contract in case the Bidder is unable to perform its obligations, wholly or in part, by reason of force majeure.

Broad Scope of Work-Secretarial Audit

The broad scope of Secretarial Audit shall be as per the following, which inter alia includes verification of the compliance under the following enactments, Rules, regulations and Guidelines in a time bound manner, including but not restricted to, as mentioned below:

1. Reporting on compliances of the following laws, rules, regulation and guidelines :-
 - i. The Companies Act, 2013 and the rules made thereafter;
 - ii. Guidelines for Corporate Governance issued by Department of Public Enterprises from time to time, as may be applicable to the Company.
 - iii. Secretarial Standards issued by “The Institute of Company Secretaries of India”;
 - iv. Any other Act/laws/regulations as may be applicable specifically to the Company, i.e. laws which are applicable to the industry in which company operates;
 - v. Examining and reporting whether the adequate system and process are in place to monitor and ensure compliances with general laws like Labour Laws, Competition Law, Environmental Laws;
 - vi. Examining and reporting specific observations/qualification, reservation or adverse remark in respect of the Board Structure/system and processes relating to Audit Report;
 - vii. In case of Financial matters compliances, Secretarial Auditor may rely on the Reports given by Statutory Auditors or other professionals;
 - viii. Any other specific activity as may be advised by the Audit Committee/Board / Regulators(s) / Govt. /Management of the company etc., from time to time.
 - ix. To update the Company regarding recent amendments in the Companies Act, 2013.
 - x. Issue of Secretarial Audit Report and certificate regarding compliance of Corporate Governance. etc.

The scope of work is **indicative** only and AAAL reserves the right to add/change the scope for the service, if AAAL finds it necessary, during the engagement period.

BIDDER'S PROFILE

To,
The Company Secretary,
Alliance Air Aviation Limited
Alliance Bhawan, Domestic Terminal-1, I.G.I Airport
New Delhi-110037

S. No	Particulars	Description (Fill the required information in the format)	
1	<u>Registration details :-</u> Name of the Bidding Firm		
2	a. Date of Registration with ICSI. b. Firm Registration Number (Attach documentary evidence)		
3	<u>Locational details-</u> Complete Postal Address and date since when functioning: i. Head Office : ii. Office –Delhi/NCR:		
4.	<u>Contact Details:</u> i. Name : ii. Designation: iii. Contact Number: iv. Email id:		
5.	i. Bank Details including Account Name, Account Number, Bank & Branch Details, IFSC Code ii. PAN No. of Firm iii. GST Tax Registration No. of Firm (Attach documentary proof of PAN no and GSTIN)		
6.	<u>Skilled Qualified Resources: -</u> a. Numbers of Full Time Partners b. Numbers of CS Qualified full time Employees i. <i>Attach list of</i>	No. of full time partners	Number of CS qualified full time employees

	<p><i>proprietor/Partners and Employees showing their</i></p> <ul style="list-style-type: none"> • <i>Names,</i> • <i>Details of Experience in practice,</i> • <i>membership no,</i> • <i>client company names and</i> • <i>Secretarial experience, etc.</i> <p><i>ii. List out details of proprietor/Partner in practice for the last 5 Financial Years under whose supervision the Secretarial Audit will be conducted.</i></p> <ul style="list-style-type: none"> • <i>Names,</i> • <i>Details of Experience in practice,</i> • <i>membership no,</i> • <i>client company names and</i> • <i>Secretarial experience, etc.</i> <p><i>Attach documentary evidence of COP, etc. for each such members</i></p>			
7	<p><u>Experience Details</u> Provide list for at least 3 (three) equity/debt Listed CPSE/PSU companies for which Secretarial audit has been conducted and Secretarial Audit Report issued during the last 5 financial years i.e. 2018-19 to 2022-23 <i>(More companies can be listed if desired)</i> <i>(Attach copies of the Award letters of the Companies)</i></p>	Name of Company audited	Year of Audit	Date of Secretarial Audit Report
8	Please indicate whether any proceedings initiated by the ICSI/any other body against the Bidder or its partner(s) at any			

	point in time in the last 5 years. <i>(If applicable, Self-certified details to this effect be enclosed on Firm's letterhead)</i>	
9	Peer Review number and validity of certificate	
10	Whether PCS firm is registered as MSE? If yes, please provide the MSE certificate.	
Name & Designation of the Authorised Signatory Membership No: Stamp of the PCS Firm: Place & Date:		

Annexure-3

PROFORMA FOR TECHNICAL BID
(On letter head of Practicing Company Secretary Firm)

To,
The Company Secretary,
Alliance Air Aviation Limited
Alliance Bhawan, Domestic Terminal-1, I.G.I Airport
New Delhi-110037

(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.)

S. No	Pre-Qualification Eligibility Criteria- MANDATORY REQUIREMENTS	PQ Criteria	Documentary evidence to be attached with the Technical Bid	Mandatory Compliance Status (Yes/No)
1.	The Practicing Company Secretary Firm should have been in existence since last 5 years as on 30 th June 2024 having office in Delhi/NCR as per the current records of Institute of Company Secretaries of India (ICSI).	5 yrs	<ul style="list-style-type: none">Firm Registration Certificate (FRC) issued by the Institute of Company Secretaries of India (ICSI).Attach self-declaration and address proof.	
2.	The Practicing Company Secretary Firm should have successfully conducted Secretarial Audit and should have issued the Secretarial Audit Report under Section 204 of the Companies Act, 2013 for at least 3 CPSE or PSUs companies, during the last 5 financial years i.e. FY 2018-19 to 2022-23.	3 CPSE/5 Yrs.	<ul style="list-style-type: none">Attach list indicating PSU name, year, listing data along with Secretarial Audit Reports of respective financial years.Self- certified Declaration of above data on letterhead signed and stamped.	
3.	The Practicing Company Secretary/ Partner/Proprietor	5 Yrs	Self- certified Declaration on	

	under whose supervision Secretarial Audit of AAAL will be carried out, should have minimum 5 years Post Company Secretary (CS) Qualification Experience in full time practice (without any break). The cut-off date for ascertaining experience in this regard will be 30 th June 2024		letterhead signed and stamped.	
4.	The Practicing Company Secretary Firm should be Peer Reviewed by ICSI and shall hold a valid peer review certificate on the date of tender and throughout their engagement with the Company.		Peer Review Certificate	
5.	The Practicing Company Secretary Firm shall have to furnish declarations along with submission of Technical Bid, for appointment as Secretarial Auditor as laid down under clause 4 of terms and conditions.		Self- certified Declaration on letterhead signed and stamped in the Format given at (Annexure- 5).	
6.	The Practicing Company Secretary Firm should not have been debarred/disqualified/black listed by any regulator/statutory body or Government entity or any International/National Agency/institution for corrupt or fraudulent practices or for any other reason.	No debarring	Self- certified Declaration on letterhead signed and stamped in the Format given at (Annexure- 6).	
7.	The Practicing Company Secretary Firm shall confirm through an Undertaking, the Unconditional compliance to all the terms and conditions of this tender and abide by these in the event of being awarded the contract.		Self- certified Declaration on letterhead signed and stamped in the Format given at (Annexure- 7).	

Name & Designation of the Authorised Signatory
Membership No:
Stamp of the PCS Firm
Place & Date

PROFORMA FOR FINANCIAL BID

(On letter head of Practicing Company Secretary Firm)

To,
 The Company Secretary,
 Alliance Air Aviation Limited
 Alliance Bhawan, Domestic Terminal-1, I.G.I Airport
 New Delhi-110037

Subject: Tender for appointment of Secretarial Auditors for Alliance Air Aviation Limited (AAAL) for two financial years 2023-24 and 2024-25.

Ref: No. AAAL/Secretarial Auditor/2024-25 dated 12.08.2024 of Technical Bid

QUOTE FOR SECRETARIAL AUDIT:

S.No.	Description (In Rs.)	Amount	Amount (Rs.) Financial Year 2023-24	Amount (Rs.) Financial Year 2024-25	Amount(Rs.)Total
1	2	3	4	5 (3+4)	
1.	Professional Fee (in figures and words)for Secretarial Audit activities as specified in Scope of Work at Annexure-1 Above fee should be inclusive of Out-of-pocket expenses including hotel, travel and other expenses, if any, since same will not be separately chargeable or borne by Alliance Air Aviation Limited				
	GST Rate				
	GST amount				
	Total				

Notes :

1. GST to be quoted and shall be paid as per applicable rates
2. Indicate prices both in figures and words. In case there is any discrepancy between figures and words, the price in words shall prevail.
3. Any overwriting/correction/erase and/or use of white ink should be avoided in the Financial Bid Format. However, if any overwriting/correction/erase/or use of white ink is inevitable, the same should be authenticated with the signature & seal of authorized person of applicant Firm, otherwise such bid shall be rejected.

4. Bid with lowest evaluated rates with the lowest total amount for the two years as at column no.5 and GST above, would be declared as successful bidder and award for the work shall be awarded to such bidder.
5. The Agreement is extendable for a further period of one year on the same terms and conditions

Signature -----

Name & Designation of the Authorised Signatory-----

Membership Number -----

Stamp of the PCS Firm-----

Date:-----

Place:-----

Annexure 5

(On letter head of Practicing Company Secretary Firm)

To,
The Company Secretary,
Alliance Air Aviation Limited
Alliance Bhawan, Domestic Terminal-1, I.G.I Airport
New Delhi-110037

Declaration by PCS Firm regarding appointment as Secretarial Auditor:

I/We, M/s _____ hereby declare and confirm that:

1. I/We shall not sub-contract the secretarial audit work.
2. Our secretarial audit team will work in strict confidence and will ensure that the data, statement and any other information in respect of the operation of the location / work centre/ Company is dealt with strict confidentiality and secrecy.
3. Neither I/We, nor any of my/our proprietor/partner/employee of the PCS/Firm is related to either Managing Director or any Whole Time Directors or Part Time Directors or KMP of the Company within the meaning of the Companies Act, 2013 and I/we have Independence and arms length relationship with them,
4. Neither I/We, nor any of my/our partner(s) or associates has any interest in the business of the Company.
5. Our Firm is not breaching the maximum number of secretarial audit limits specified by ICSI are not breached.
6. Our firm is/are free from any disqualification under the Companies Act, 2013 and never being debarred for performing such audit by any client/authority etc.
7. Our Firm has never been barred from practice by ICSI during the last 5 years.
8. Our Firm is peer reviewed as per the guidelines of ICSI and hold a valid peer review certificate on the date of tender and through the engagement with the Company.

Signature -----

Name & Designation of the Authorised Signatory-----

Membership Number -----

Stamp of the PCS Firm-----

Date:-----

Place:-----

Annexure 6

Undertaking/Declaration–No Disqualification
(On letter head of Practicing Company Secretary Firm)

It is certified that our Firm has not been debarred/disqualified/black listed by any regulator/statutory body or Government entity or any International/National Agency/institution for corrupt or fraudulent practices or for any other reason.

Signature -----
Name & Designation of the Authorised Signatory-----
Membership Number -----
Stamp of the PCS Firm-----

Date:-----
Place:-----

Annexure 7

Undertaking/Declaration- Unconditional acceptance of all terms & conditions
(On letter head of Practicing Company Secretary Firm)

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

Signature -----
Name & Designation of the Authorised Signatory-----
Membership Number -----
Stamp of the PCS Firm-----

Date:-----
Place:-----

UNDERTAKING FOR ACCEPTANCE OF FINANCIAL BID FORMAT
(On letter head of Practicing Company Secretary Firm)

We hereby undertake that the financial bid has been submitted in the prescribed Financial Bid format as per Annexure 4 of the tender document.

I hereby undertake that there are no deviation/changes/overwriting in the Financial Bid Format as per Annexure-4 and undertake that in the event any deviation/changes/overwriting is noted in the Financial Bid Format as per Annexure-4, such bid shall be rejected.

Signature -----
Name & Designation of the Authorised Signatory-----
Membership Number -----
Stamp of the PCS Firm-----

Date:-----
Place:-----