

[Applicable for Taiwan]



BID DOCUMENT

FOR

APPOINTMENT OF "GENERAL SALES AGENT" ("GSA") FOR PASSENGER SALES OF AIR INDIA LIMITED

ISSUED BY

AIR INDIA LIMITED

Registered Office at:

113, Gurudwara Rakabganj Road, New Delhi, India - 110 001

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DISCLAIMER

This bid document ("**Bid Document**") has been prepared for the purposes of providing certain information to Bidder(s) (as defined hereinafter) who are desirous of participating in the Bidding Process (as defined hereinafter) being conducted by Air India Limited (hereinafter "**Air India**" or "**AI**") for selection of a Successful Bidder (as defined hereinafter) for the '**Appointment of the General Sales Agent for Passenger Sales of Air India**' and for no other purposes. In no circumstances shall Air India, or its employees, officers, directors, advisors, consultants, contractors and/or agents incur any liability arising out of or in respect of the issue of this Bid Document, or the Bidding Process set out herein.

The information contained in this Bid Document is being made available by Air India to the Bidder(s) on the terms set out in this Bid Document and is confidential. This Bid Document has not been filed, registered or approved in any jurisdiction. Its possession or use in any manner contrary to any Applicable Law (as defined hereinafter) is expressly prohibited. Bidders shall inform themselves of any applicable legal requirements in respect of this Bid Document and shall observe the same.

This Bid Document is neither an agreement nor an offer by Air India to the prospective Bidder(s) or any other Person and no agreement or transaction shall be deemed to be entered into, either oral or in writing, till a formal agreement is executed between Air India and the Successful Bidder with regards to the subject matter hereof.

The purpose of this BidDocument is to provide interested parties with the information that may be useful to them in the formulation of their Bids (as defined hereinafter) in response to this BidDocument. This Bid Document, any clarifications, amendments, additional information or addenda issued pursuant hereto are only to provide selective summaries of available information and do not purport to contain all the information that a recipient may require for the purposes of making a decision for participation in the Bidding Process.

The assumptions, assessments, statements and information contained in this Bid Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this BidDocument and shall obtain independent advice from appropriate sources.

This Bid Document is subject to updating, expansion, revision and amendment at the sole discretion of Air India, without the requirement of prior notices to the Bidders or any other Person. Whilst the information in this Bid Document has been prepared in good faith, no reliance shall be placed on any information or statements contained herein, and no representation or warranty, expressed or implied, is or will be made in relation to such information and no liability is or will be accepted by Air India, its employees, officers, directors, advisors, consultants, contractors and/or its agents in relation to the accuracy, adequacy or completeness of such information or statements made, nor shall it be assumed that such information or statements will remain unchanged. Neither Air India nor any of its employees, officers, directors, nor any of its agents, representatives, advisors, contractors or consultants undertakes to provide any Bidder with access to any additional information, or, to update the information in this Bid Document or to correct any inaccuracies herein.

Air India, its employees, officers, directors, consultants, contractors, agents and advisors make no representation or warranty and shall have no liability or responsibility to any Person, including any Bidder under any Applicable Laws, statutes, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be caused or incurred or suffered on account of anything contained in this

BidDocument or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in any way from participation in this Bidding Process.

Air India also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this BidDocument.

ThisBidDocument does not imply that Air India is bound to select a Bidder or to appoint the Successful Bidder, as the case may be, and Air India reserves the right to reject all or any of the Bids without assigning any reason at any time.

Nothing in this Bid Document shall be construed as legal, financial, regulatory or tax advice. Air India shall not be liable for any costs, expenses or damages howsoever incurred by Bidders in connection with the preparation of Bid in response to this Bid Document. Each Bidder shall bear any and all its costs associated with or relating to the preparation & submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Air India or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and Air India shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bid selection process as contained herein.

Each Bidder must conduct its own analysis of the information contained in this Bid Document and is advised to carry out its own investigation into the proposed opportunity, the regulatory regime which applies thereto, and all matters pertinent to the proposed opportunity and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed opportunity.

This Bid Document is not transferable.

The Laws of Republic of India are applicable to this Bid Document. Courts with competent jurisdiction at New Delhi, India shall have exclusive jurisdiction in relation to any disputes arising out of or in relation to this Bid Document.

Air India Limited
BIDDING SCHEDULE

The schedule of bidding process shall be as follows:

S. No.	Event Description	Date
1.	Issue of Notice Inviting Tender (NIT) and publication of Bid Document	01-06-2019
2.	Last date for submission of queries (if any) by Bidders on the Bid Document	25-06-2019
3.	Last date for submission of Technical Bid (Bid Due Date)	08-07-2019 1700 Hrs
4.	Opening of Technical Bids	26-07-2019 1100 Hrs
5.	Place of Opening of Technical Bids	Air India Ltd, Airlines House, 3rd Floor Commercial Meeting Room 113, Gurudwara Rakabganj Road New Delhi-110001, INDIA
6.	Contact Person	Name: Melwin D'Silva Designation: GM – Sales &Marketing Phone: +91- 11 234 22212 Email: <u>gsacommittee.ai@airindia.in</u>

AIR INDIA LIMITED

INVITATION FOR BIDS (IFB)

APPOINTMENT OF GENERAL SALES AGENT FOR PASSENGER SALES OF AIR INDIA

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

In this Agreement, unless the context otherwise requires, the following words and expressions shall bear the meanings ascribed to them below.

- a. **"Applicable Law"** shall mean all applicable statutes, laws, by-laws (including building by-laws), rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority, statutory authority or other municipal and local authorities or court or other law, having the force of law in India, whether in effect on the date of issuance of this Bid Document or thereafter.
- b. **"ASKM"** shall mean the total number of available seats per kilometer of flights of Air India from the Territory to India. The ASKM immediately preceding one month before the date of execution of the GSA Agreement will be calculated / recorded by Air India at the time of execution of the GSA Agreement.
- c. **"Bid"** shall collectively mean (i) the Technical Bid; (ii) the Bid Security; (iii) the Financial Bid; and (iv) Supporting Documents, submitted by a Bidder, in accordance with the terms and conditions of this Bid Document.
- a. **"Bidder"** shall mean the eligible entity who intends to participate in the Bidding Process.
- d. **"Bid Document"** shall mean this bid document including its Annexures, exhibits, attachments, any addenda or corrigendum to this Bid Document and any other document issued pursuant hereto including all written responses, amendments and clarifications issued by Air India, from time to time.
- e. **"Bidding Process"** shall mean the two-stage process for selection of the Successful Bidder, as more specifically set out in Clause 6 hereof.
- f. **"Bid Security"** shall have the meaning as assigned to it in Clause 7.1 hereof.
- g. **"Coercive Practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or property to influence any Person's participation or action in the Bidding Process.
- h. **"Control"** shall mean and include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.

- i. **“Corrupt Practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bidding Process. For avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Air India who is or has been associated in any manner, directly or indirectly, with the Bidding Process, at any time prior to the expiry of one (1) year from the date such official resigns or retires from or otherwise ceases to be in the service of Air India, shall be deemed to constitute influencing the actions of a Person connected with the Bidding Process.
- j. **“Financial Bid”** shall have the meaning as assigned to it in Clause 6.1(c) hereof.
- k. **“Fraudulent Practice”** means a misrepresentation or omission or non-disclosure or suppression of facts or information or disclosure of incomplete or incorrect facts or information, in order to influence in any manner, directly or indirectly, the Bidding Process.
- l. **“General Sales Agent”** shall have the meaning as assigned to it in Clause 2.1 hereof.
- m. **“General Sales Agency Agreement”** of **“GSA Agreement”** shall have the meaning as assigned to it in Clause 8.1 hereof.
- n. **“Over Riding Commission (ORC)”** shall mean commission payable to the general sales agent for the sales effected in the Territory, as per the rate defined in the GSA Agreement.
- o. **“Person”** means any natural person, limited or unlimited liability company, corporation (including any non-profit corporation), partnership (whether registered, unregistered, general, limited or unlimited), sole proprietorship, unincorporated association, joint venture, Hindu undivided family, trust, firm, union, association, governmental authority, government or other enterprise, association, organization or trust or entity whether or not required to be incorporated or registered under Applicable Law or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law.
- p. **“Project”** shall mean appointment of Successful Bidder as general sales agent for sale of air passenger transportation of Air India in the Territory.
- q. **“Restrictive Practice”** means forming a cartel or a group or association or arriving at any understanding or arrangement, whether or not in writing, with the objective of restricting or manipulating or compromising, whether directly or indirectly, in the conduct of a full, fair and transparent competition in the Bidding Process.
- r. **“Site”** shall mean the registered office/principle place of business of the Bidder, from where it operates at present and from where it intends to provide the services under the GSA Agreement.
- s. **“Successful Bidder”** shall have the meaning set forth in Clause 6.9(b) hereof.

- t. **“Supporting Documents”** shall mean all such documents, deeds, certificates, letters, undertakings and any other submission as are required to be submitted by a Bidder to Air India as part of its Bid in accordance with the terms of this Bid Document.
- u. **“Technical Bid”** shall have the meaning as defined in Clause 6.1(c) hereof.
- v. **“Territory”** shall mean the geographical limits of the country i.e. [•].
- w. **“Turnover”** shall mean total annual sale made by the Bidder and the Billing & Settlement Plan (BSP)/Area Reporting Corporation (ARC) agents (if any) working under the Bidder, in respect of airline transportation business on which the Bidder is eligible to remuneration in any form on such sale. Turnover shall mean the turnover of the Bidder and does not include turnover of its group, subsidiary or associate entities.
- x. **“Work”** shall mean the scope of the work for the General Sales Agent as detailed under the GSA Agreement enclosed herewith in **Annexure E**.

1.2 Interpretation:

- a. Throughout this Bid Document, unless indicated otherwise by the context, the singular also includes plural.
- b. Any reference in this Bid Document to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision, and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it, as may be, from time to time, amended, modified, extended or re-enacted, whether before or after the date of this Bid Document.
- c. The words "hereof," "herein", "hereunder" and words of similar import when used in this Bid Document shall refer to this Bid Document as a whole and not to any particular provision of this Bid Document. The words "include" and "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.
- d. The headings in this Bid Document are intended for convenience only and shall not, in any way affect the meaning or construction of any provision therein.
- e. References to Clauses and sub-Clauses are, unless the context otherwise requires, references to Clauses and sub-Clauses of this Bid Document.
- f. References to days, months and years are references to calendar days, calendar months and calendar years respectively.

2. BRIEF OVERVIEW

- 2.1 Air India is the national flag carrier for India and operates flights to both domestic and international destinations. Air India is inviting bids/ proposals from eligible bidders with the objective of selecting a Successful Bidder for appointment as the General Sales Agent (GSA) for sale of air passenger transportation of Air India within the Territory. The General Sales Agent shall be the exclusive representative of Air India in the Territory and shall be required to carry out the Works as contemplated in the GSA Agreement.
- 2.2 Air India is inviting bids from eligible bidders with the objective of selecting a Successful Bidder for appointment as the General Sales Agent (“**GSA**”) for sale of air passenger transportation within the territory under a two (2) bid system i.e. Technical and Financial Bid. The General Sales Agent shall be the exclusive representative of Air India in the Territory and will be required to carry out the Works as contemplated in the GSA Agreement. The GSA Agreement enclosed with the Bid Document forms an integral part of the Bid Document.
- 2.3 The initial term of the GSA Agreement will be for 5 (five) years, however, upon expiry of the term of 5 (five) years, the GSA Agreement may be extended up to another 5 Years on terms and conditions to be mutually agreed upon at the time of renewal. It is clarified that the continuance of the GSA Agreement at any point of time shall be subject to the General Sales Agent having met the performance targets laid down by Air India from time to time. In the event such targets are not duly performed by the General Sales Agent and no justification is given by the General Sales Agent for such non-performance or the justification given by the General Sales Agent for such non-performance is not found to be satisfactory by Air India, and Air India having consequently decided not to continue the GSA Agreement for subsequent years, then, Air India shall give to the GSA 90 (ninety) days notice in writing of its intention to terminate the GSA Agreement. The proposed GSA Agreement enclosed with the Bid Document forms an integral part of the Bid Document.
- 2.4 In case of commencement of Air India Express operations to the territory at a later stage during the currency of the GSA agreement, the successful Bidder appointed as GSA will also be appointed as Representative Agent (RA) of Air India Express’s Limited. However, the RA shall be eligible for ORC only on the Base Fare. Remaining terms of the Agreement shall be mutually agreed upon.
- 2.5 The revenue from Taiwan for the Financial Year (April 2018-March 2019) on which remuneration was disbursed is approximately USD 4.10 Million.
- 2.6 The ASKMs Ex Taiwan to India of flights operated by Air India shall be recorded as and when Air India commences operations into Taiwan.

3. ELIGIBILITY CONDITIONS

For determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply:

- a. The Bidder for pre-qualification may be:
 - i. a company registered under the applicable laws in the Territory; or
 - ii. a partnership firm as per the applicable laws in the Territory; or
 - iii. a sole proprietorship firm as per the applicable laws in the Territory; or
 - iv. a joint venture of any of the entities (as specified in sub-clause (i), (ii) or (iii)).
- b. The Bidders who have experience in works (similar to what is described in the GSA Agreement) and have established organization for taking up such works and who satisfy the eligibility criteria given in the Bid Document need only apply.
- c. The Bidder shall meet the eligibility criteria as stipulated in **Annexure B** of this Bid Document.
- d. None of the Bidders, its directors, promoters, partners or associates (as the case may be) have been convicted by a court of law for any offence committed for any financial crimes or money-laundering activities. Further, the Bidders, its directors, promoters, partners or associates (as the case may be) must not have been blacklisted, debarred or suspended by any governmental authority in India or any other territory, in relation to any public procurement works/contracts.
- e. No change in Control of the Successful Bidder shall be allowed at any time during the term of the GSA Agreement without prior written approval of Air India. The Successful Bidder shall not allow or register any change in its shareholding which results in a change of Control during the subsistence of the GSA Agreement without prior written approval of Air India.
- f. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be forthwith disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - i. the Bidder or its shareholders / partners and any other Bidder or its shareholder / partner have common shareholders or beneficial owners, with the shareholding or ownership interest being equal to or in excess of 20% (twenty per cent); or
 - ii. such Bidder has the same legal representative for purposes of a Bid as any other Bidder; or
 - iii. such Bidder has a relationship with another Bidder, directly or indirectly or through a common third party/parties, that puts either or both of them in a position to have access to each other's information, or to influence the Bid of either or each other; or
 - iv. any director, partner or other key managerial personnel of a Bidder is or have been in the past three (3) years, an officer, member, employee (permanent or on contract) of Air India.

For the avoidance of doubt, in the event of a Conflict of Interest that affects the Bidding Process between two (2) or more Bidders, all such Bidders shall be forthwith disqualified.

4. BIDDOCUMENT FEE

The Bid Document is free of cost and can be downloaded from the Air India website under the tenders section. All Bids must be accompanied by the Bid Security specified in Clause 7 of the Bid Document.

5. BID DOCUMENT QUERIES AND CLARIFICATIONS

- 5.1 Queries or requests for additional information concerning this Bid Document may be sent by e-mail to Air India @ "gsacommittee.ai@airindia.in". The email should clearly bear the following subject line:

"Queries/Request for Additional Information: Appointment of General Sales Agent for Passenger Sales of Air India Limited in the territory of Taiwan".

- 5.2 Each query should contain complete details of facts, information and applicable clause references to the Bid Document relevant to the query and also the particulars of the Person posing the query.
- 5.3 The queries should be emailed in pdf format only on or before the last date as specified in the Bidding Schedule given in this Bid Document.
- 5.4 Air India shall endeavour to respond to individual queries that are raised by the Bidders within a reasonable period of time. However, Air India reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 5.4 shall be taken or read as compelling or requiring Air India to respond to any question or to provide any clarification. Air India may, at its sole discretion, respond to individual queries by e-mail.
- 5.5 Air India may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Air India shall be deemed to be part of the Bid Document. Provided however that, any non-written clarifications and information provided by Air India, its employees or representatives in any manner whatsoever shall not in any way or manner be binding on Air India.
- 5.6 Bids shall be deemed to be under consideration immediately after the Technical Bids are opened and until such time official intimation of selection of qualified bidders/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bid Document, from contacting by any means, Air India and/ or their employees/ representatives on matters related to the Bids under consideration.
- 5.7 Save and except as provided in this Bid Document, Air India shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

6. BIDDING PROCESS

6.1 Description of Bidding Process:

- a. Air India invites sealed bids in two stage bid system i.e. the **Technical Bid** and **Financial Bid**.
- b. The Bids shall be submitted in physical format (i.e. hard copy) to Air India.
- c. The first stage of the bidding process shall involve the opening of the "General Information and Eligibility Criteria" (collectively referred to as "**Technical Bid**") and the second stage shall involve the opening of the "Selection criteria" (referred to as "**Financial Bid**").
- d. For the bid submission purposes, the Bidders shall ensure that each of the Technical Bid and Financial Bid should be sealed in two different envelopes, and further super scribed in bold as "**Technical Bid**" for the work "General Sales Agent" for Passenger Sales- Bid Document dated 01-06-2019 and "**Financial Bid**" for the work "General Sales Agent" for Passenger Sales-Bid Document dated 01-06-2019, respectively. Both these envelopes must be put in a third master envelope super scribed in bold for the work "General Sales Agent" for Passenger Sales - dated 01-06-2019.
- e. Further, each of Technical and Financial Bid must be submitted in a hard bound form (*hard bound implies binding between two covers through stitching or otherwise, whereby it may not be possible to replace any paper without disturbing the documents*). Spiral Bound Form, loose form, open/unsealed envelopes etc. shall not be accepted and the Bid shall be rejected. Further, all pages of the Bid shall be electronically numbered serially, along with an index of submissions. **Figure quoted in Financial Bid** should be covered with a transparent adhesive tape.

6.2 Preparation of Bids

Documents Comprising the Bid: The Bids should be submitted as in two parts, which comprise the following documents:

Part-I Technical Bid

- I. As part of the Technical Bid, each Bidder shall provide the information/details in the manner and format as set forth in **Annexure A** and **Annexure B**, respectively. The Bidder is required to submit the Technical Bid along with the following:
 - a. The Bid Security as stipulated in the Bid Document; and
 - b. Duly signed undertaking on the letter head of the Bidder, as per the format set out in **Annexure D** hereto; and
 - c. Copies of original documents defining the constitution or legal status of the Bidder (i.e. Certificate of Incorporation, Memorandum/Articles of Association/Registration Certificate of the organization), place of registration and principal place of business; and

- d. Power of attorney / Board Resolution in favour of the individual representing a Bidder who has been duly authorised on behalf of the Bidder to execute and submit the Bid on its behalf; and
- e. Turnover of last three financial years immediately preceding the date of this Bid Document, duly certified by a qualified chartered account (CA) or certified public accountant (CPA) on its letterhead; and
- f. Performance in Works of a similar nature and complexity over the last three years, and details of other work in hand and contractual commitments; and
- g. Reports on the financial standing of the Bidder **including profit and loss statements, balance sheets and auditor's reports for the past three years** immediately preceding the date of this Bid Document, and an estimated financial projection for the next two years from the date of the Bid Document; and
- h. Bankers and bank account details along with letter from the bank (on its letter head and bearing the common seal of the bank) with details of bank accounts of your company/organization; and
- i. Photograph of Interior and exterior of the office. Attach photographs/blue print of the exterior and interior of your existing office. The name of the organization should be clearly visible in the photograph. In case space has been identified for Air India office, photos/blue print of the same should be attached; and
- j. Undertaking on its letter head confirming that:
 - i. The Bid being submitted is unconditional and unqualified and has been prepared in accordance with the terms and conditions set out under the Bid Document; and
 - ii. The Bidder has verified all information provided by Air India and have taken an informed decision to participate in the Bidding Process and will not challenge later the accuracy and authenticity of the information provided by Air India; and
 - iii. The Bidder has read, examined and understood the terms of the Bid Document including the disclosure and hereby unconditionally and irrevocably accept, agree and acknowledge the terms thereof; and
 - iv. The Bidder acknowledges that Air India will be relying on the information provided in the Technical Bid for selection of the technically qualified bidder and Successful Bidder for the Project, and the Bidder certify that all information provided therein is true and correct; nothing therein has been omitted and/or added which renders such information misleading; and all documents accompanying the Bid are in originals and/or notarized (wherever required) and/or true copies of their respective originals; and
 - v. The Bidder satisfies all the eligibility conditions as prescribed in the Bid Document
 - vi. The Bidder do not have any Conflict of Interest as defined in the Bid Document that affects the Bidding Process;

- vii. The Bidder and none of its directors, promoters, partners or associates (as the case may be) has been convicted by a court of law for any offence committed for any financial crimes or money-laundering activities. Further, the Bidder or its directors, promoters, partners or associates (as the case may be) have not been blacklisted, debarred or suspended by any governmental authority in India or any other territory, in relation to any public procurement works/contracts.
- viii. The Bidder hereby acknowledges that if it submits or produces any document and it is discovered subsequently that such document was false, incorrect or not genuine then the Bidder shall be liable under the Applicable Law for the time being in force.
- ix. The Bidder shall make available to Air India any additional information which Air India may find necessary or require to supplement or to authenticate the Technical Bid.
- x. The Bidder declares that it has not, directly or indirectly or through an agent engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice or Restrictive Practice, as defined under the Bid Document, in respect of any tender or request for proposal issued by or any agreement entered into with Air India; and
- xi. Air India may cancel the Bidding Process at any time and that Air India is neither bound to accept any Bid that it may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the Bid Document; and
- xii. The Bidder hereby irrevocably waive any right or remedy which it may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Air India in connection with the selection of the Successful Bidder, or in connection with the bidding process itself, in respect of the Bid Document and the terms and implementation thereof; and
- xiii. The Bidder shall keep the Bid valid for one hundred and eighty (180) days from the Bid Due Date specified in the Bid Document; and
- xiv. The Bidder (upon its appointment as the general sales agent of Air India) shall bear legal costs of defending any action by any incumbent agent / general sales agent of Air India in the Territory and also bear the cost of compensation if any, awarded as a result of termination by Air India of such incumbent agent(s) / General sales agent in the Territory; and
- xv. All the information and documents furnished by the Bidder in and along with the Bid are correct and the Bidder binds itself with all the stipulations of the Bid Document, including provision of adequate equipment, personnel and other resources required and agrees to augment them, if found necessary and will confirm that local laws of Taiwan entitle them to represent a foreign Airline; and
- xvi. The Bidder has not been blacklisted by Air India in past across Air India's network; and

- xvii. No partners/officers/directors/employees of the Bidder having authorization to act and sign on behalf of the Bidder, have been involved in bankruptcy proceedings and in case involved in the past, have been fully discharged of their obligations by the court involved; and
 - xviii. No member of the Bidder's immediate family is running or is employed by any company/GSA/RA who operates direct services (single flight number including code share operations) from the Territory to India; and
 - xix. The Bidder has not been in any kind of legal dispute or arbitration with Air India in the past; and
 - xx. The applicable local laws of the country in which the Bidder is established or situated entitles the Bidder to represent a foreign airline.
- II. The Technical Bid shall be hard bound, and all pages numbered (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents). Spiral bound form, loose form etc. will not be accepted.
 - III. All pages in the Technical Bid should be numbered serially, signed with seal, along with an index of submissions. No overwriting or cutting/usage of white correction ink would be accepted in the Bid Document.

Part-II Financial Bid

- I. The Bidders are required to submit the Financial Bid in the format provided in **Annexure C** hereto.
- II. Financial Bid is only one page. The figure (to be mentioned in words and figures) needs to be filled in and signed. No other document to be attached to the Financial Bid.
- III. The financial bid quoted by the Bidder should be in percentage of Overriding Commission (ORC). Further, the quote shall be covered with a transparent adhesive tape.
- IV. It is clarified that the ORC will hold good upto 25% of the variation (i.e. increase or decrease) of the ASKM in three consecutive / successive months and thereafter the ORC will vary (i.e. increase or decrease) proportionately as per the formula given in the Table below. It is further clarified that if there is less than 25% variation in ASKM for three successive months or in any of the three consecutive / successive months, there will not be any impact on the ORC; and the ORC quoted by the General Sales Agent in its financial bid and accepted by Air India will be considered.

TABLE

ASKM Variation	Quoted ORC reduced in case of ASKM increase	Quoted ORC increased in case of ASKM decrease
25% and above	10%	16.70%
30% and above	11.50%	21.40%
35% and above	13%	26.90%

40% and above	14.30%	33.30%
45% and above	15.50%	40.90%
50% and above	16.70%	50%
55% and above	17.70%	61.60%
60% and above	18.80%	75%
65% and above	19.70%	92.90%
70% and above	20.60%	116%
75% and above	21.40%	150%
80% and above	22.20%	200%
85% and above	23.00%	200%
90% and above	23.70%	200%
95% and above	24.40%	200%
100% and below 105%	25.00%	200%

- V. It is also clarified that where there is an upward revision from 105% onwards in the ASKM, the variation in the ORC would be done as per the above mentioned formula. Further, in case of decrease in the ASKM, the ORC levels will be increased proportionately upto a maximum limit of 200% (as per the above formula).
- VI. For avoidance of doubt, the variation in ASKM shall be solely determined by Air India and the same will be informed by Air India to the General Sales Agent from time to time.
- VII. In case of commencement of Air India Express operations to the territory at a later stage during the currency of the GSA agreement, the successful Bidder appointed as GSA will also be appointed as Representative Agent (RA) of Air India Express's Limited. However, the RA shall be eligible for ORC only on the Base Fare.

6.3 Format and Signing of Bid

- The Bidders shall prepare and submit original set of the Technical and Financial Bids. The Technical Bid and Financial Bid should be separately sealed and marked in accordance with the sealing and marking instruction provided herein.
- The Bids shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder. All pages of the Technical Bid and Financial Bid shall be initialed by the person or persons signing the Bid. All entries shall be initialed by the person or persons signing the Bid.
- All witnesses of the declarations and indemnifications shall be persons of status and priority and their full names, occupations and addresses shall be printed below their signatures as per the respective laws of the country.

6.4 Submission of Bids

Sealing and Marking of Bids

- The Bidder shall submit the Bid in two parts, the Technical Bid and the Financial Bid. Each part of the Bid shall be sealed in separate envelopes and the two sealed envelopes shall be sealed in an outer master envelope. The Bid envelopes shall be super scribed in bold and marked as follows:

i. **Outer Master Envelope:**

Technical and Financial Bid for the Work - "Passenger General Sales Agent for "Taiwan", Further, the name and address of the Bidder shall be mentioned on the outer master envelope.

ii. **Inner Envelope, Technical Bid:**

Technical Bid for the work - "Passenger General Sales Agent for "Taiwan" Bid Document Ref No. HCD/5R/GSA/Taiwan/525 dated 01-06-2019.

iii. **Inner Envelope, Financial Bid:**

Financial Bid for the work - "Passenger General Sales Agent for "Taiwan", Bid Document Ref No. HCD/5R/GSA/Taiwan/525 dated 01-06-2019.

- b. The outer master envelopes shall: be addressed to the following address:

**General Manager (Sales &Marketing)
Air India Ltd,
Airlines House,
Room No 305, 3rd Floor,
113, Gurudwara Rakabganj Road
New Delhi-110001, INDIA**

- c. If the outer envelope is not sealed and marked as above, Air India will assume no responsibility for the misplacement or premature opening of the 'Technical Bid' and 'Financial Bid'.
- d. The Bids must reach Air India office at address specified above through courier/speed post/by hand prior to the Bid Due Date as specified in the BidDocument.

6.5 **Bid Opening and Evaluation**

- a. The technical bids submitted by the Bidder would be opened by the Committee (and/or any nominee)appointed by Air India for the Bidding Process,on the date as specified in the Bidding Schedule. The authorised representatives of the Bidders may attend the opening of Technical Bids at their own cost on the date and place as specified in the BidDocument.
- b. If the Bidder does not attend the opening of Technical Bid, the same would be opened in the presence of the Committee (and/or any nominee)appointed by Air India for the Bidding Process.
- c. The evaluation of the Technical Bid shall be done by the Committee (and/or any nominee)appointed by Air India for the Bidding Process.
- d. Technical qualification of the Bidder would be evaluated based onthe information submitted by the Bidder in the Technical Bid and Supporting Documents submitted by them in support of their bid. Technical evaluation would include onsite inspection. Technical site inspection would be conducted of the Bidders who fulfill the technical requirements based on the Technical Bids

submitted by them. During the Site visit credentials of the Bidder in terms of the details provided by them in the Technical Bid shall be verified.

- e. All the technically qualified Bidders would be notified by email the date and time of opening of Financial Bids. The technically qualified bidders may attend the opening of Financial Bids at their own cost on the date and place as notified to them by Air India. In case the technically qualified Bidder does not attend the opening of Financial Bids, the same would be opened in the presence of the Committee (and/or any nominee) appointed by Air India for the Bidding Process. Thereafter, the Successful Bidder would be notified and would be awarded the GSA Contract.

6.6 **Test of Responsiveness:** Prior to evaluation of the Technical Bid, Air India shall determine whether each Technical Bid is responsive to the requirements of this Bid Document. Air India reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be considered or permitted by Air India in respect of such Technical Bid. While making any determination with respect to responsiveness of a Technical Bid, Air India may consider such parameters as it may deem relevant, including but not limited to, whether the Bidder has any Conflict of Interest, and considerations that the Technical Bid:

- a. is received as per the prescribed formats along with all Supporting Documents or annexes required to be submitted in accordance with this Bid Document and with documentary evidence required to support its ability to meet the eligibility conditions and as required elsewhere in this Bid Document;
- b. is received by the Bid Due Date including any extension thereof;
- c. only one Technical Bid has been submitted by the Bidder;
- d. is submitted in physical form in the manner prescribed in this Bid Document;
- e. is accompanied by the Bid Security as specified in the Bid Document;
- f. contains all the information (complete in all respects in the format required) and that all relevant documents are signed, sealed and marked as required in this Bid Document;
- g. does not contain any condition, qualification or deviation; and
- h. is not non-responsive in terms hereof.

6.7 **Air India's right to seek clarifications, etc.:** Air India reserves the right to ask for any details, clarifications or any other information, to be submitted in writing from the Bidders for the purpose of evaluation of Technical Bids or otherwise. In the event any clarification(s) are sought by Air India from a Bidder, then the same shall have to be provided by such Bidder within the time frame stipulated by Air India. If a Bidder fails to provide the clarifications sought within the stipulated timeframe then Air India shall have the right to reject the Technical Bid submitted by such Bidder.

6.8 **Site Inspection:** The technical evaluation would include Site inspection by Air India's designated officials. Technical site inspection would be conducted of the Bidders who fulfill the technical requirements based on the documents submitted by the respective

Bidder. The technically qualified Bidders shall permit Air India and its authorized personnel or representative to inspect its Site. During the Site visit credentials of the Bidder in terms of the details provided by them in the Technical Bid shall be verified. During the Site visit, if any claims as made by the Bidder are found to be misrepresented /incorrect, the Bid of such Bidder shall be deemed to be disqualified.

6.9 Selection Criteria (“Financial Bid”):

- a. The Financial Bid of only those Bidders would be opened who are found to be technically qualified, on the basis of the Technical Bid document submitted by them and the technical site inspection. The applicant/Bidder who quotes the lowest financial bid would be selected. If there are two or more than two Bidders giving the exact same financial bid then re-bid will be invited from such Bidders.
- b. A technically qualified bidder submitting the lowest financial bid (i.e. ORC percentage within the maximum limit specified in Annexure C) among the technically qualified bidders shall be declared as the **“Successful Bidder”** on conclusion of the Bidding Process.

6.10 Schedule of Bidding Process: The schedule of bidding process shall be as follows:

S. No.	Event Description	Date
1.	Issue of Notice Inviting Tender (NIT) and publication of Bid Document	01-06-2019
2.	Last date for submission of queries (if any) by Bidders on the Bid Document	25-06-2019
3.	Last date for submission of Technical Bid (Bid Due Date)	08-07-2019 1700 Hrs
4.	Opening of Technical Bids	26-07-2019 1100 Hrs

7. BID SECURITY

- 7.1 The Bidder shall deposit with Air India a sum of USD 2,500/- (US Dollar Two Thousand Five Hundred Only) as bid security ("**Bid Security**") as part of its Technical Bid. The Bid Security shall be remitted by the Bidder via wire transfer in the designated bank account of Air India (details whereof are stipulated as under). Bank charges, if any, on submission of Bid Security shall be borne by the Bidder.

Beneficiary Name	:	Air India Limited
USD Account No.	:	00065007
Name of the Bank	:	Citibank N.A
Address	:	111 Wall Street
City	:	New York, NY
Postal code / Location	:	New York, NY 10043
Country	:	United States of America
Swift Code	:	CITIUS33
ABA#	:	021000089
Reference	:	Bid Document No: HCD/5R/GSA/Taiwan/525
ABA Number	:	[•]

- 7.2 Once the wire transfer is done by the Bidder, the Bidder shall email Air India on gsacommittee.ai@airindia.in informing the details of the wire transfer. A proof of the ECS/RTGS/Wire transfer shall be submitted by the Bidder along with the hard copy of the Technical Bid. It is clarified that the date of wire transfer of Bid Security should be after the date of issue of Bid Document.
- 7.3 The Bidders are required to submit the Bid Security through wire transfer only, through banks of international repute as per details given above. Please note that Air India requires the copy of the document mentioning 'confirmed transfer', as given by the said bank. Copy of the document showing/mentioning 'applied' or 'pending transfer' are / is not acceptable. Bid Security shall be remitted to Air India's Bank Account as advised in the Bid Document.
- 7.4 The Bid Security shall be submitted by the Bidder only in the manner stated aforesaid. No other mode of payment like Cash/ Cheque / Draft etc. will be accepted. The original instrument receipt should be enclosed along with the hard copy of the Technical Bid, in the sealed Technical Bid envelope.
- 7.5 Technical Bid received without the Bid Security, or proof/details of remittance (in the case of wire transfer), or insufficient Bid Security shall be summarily rejected.
- 7.6 The Bid Security so deposited shall not carry any interest. Save and except as provided in this Bid Document, the Bid Security of technically qualified bidders who have been unsuccessful will be returned by Air India, without any interest, within 60 (sixty) days after issuance of letter of award in favour of the Successful Bidder or, when the Bidding Process is cancelled/ terminated by Air India, whichever is earlier. The Bid Security of the Successful Bidder shall be returned after the Successful Bidder has provided the Bank Guarantee to Air India in accordance with the terms of the Bid Document.
- 7.7 **Forfeiture of Bid Security:** The Bid Security shall be forfeited by Air India as liquidated damages, without prejudice to any other right or remedy that may be available to Air India under the Bid Document or under law or otherwise, *inter alia*, upon occurrence of the following events:

- a. If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice and/or Restrictive Practice; and/or
- b. If a Bidder withdraws or modifies its Bid during the Bid Validity Period as specified in the Bid Document or as extended by mutual consent of the respective Bidder(s) and Air India; and/or
- c. In the case of Successful Bidder, if it fails to acknowledge and return the duplicate signed copy of the letter of award, sign the GSA Agreement and/or any other related document, and/or fails to deposit / submit the Upfront Fee and/or Bank Guarantee within the stipulated period; and/or
- d. In the case of Successful Bidder, if it fails to commence the operations (including but not limited to opening office as per the terms of the GSA Agreement) within 90 (ninety) days of execution of the GSA Agreement.

8. SIGNING OF DEFINITIVE DOCUMENTS

8.1 Signing of General Sales Agreement

The Successful Bidder shall not later than 30 (thirty) days from the date the letter of award is issued by Air India to the Successful Bidder, sign the General Sales Agency Agreement ("**GSA Agreement**"), as per the format provided in **Annexure E**; provided that the Successful Bidder has been determined to be eligible and qualified in accordance with the provisions of the Bid Document. It is clarified that the said GSA Agreement may be varied by Air India, in accordance with the operational requirements and policies of Air India, and also to comply with any Applicable Laws. It is further clarified that in case the Successful Bidder fails to sign the GSA Agreement within the specified time, then Air India shall be entitled to forfeit the Bid Security and Upfront fee (as defined in clause 9.1 below) paid by the Successful Bidder.

- 8.2 The initial term of the GSA Agreement will be for 5 (five) years, , however, upon expiry of the term of 5 (five) years, the GSA Agreement may be extended upto another 5 Year on terms and conditions to be mutually agreed upon at the time of renewal. It is clarified that the continuance of the GSA Agreement at any point of time shall be subject to the General Sales Agent having met the performance targets laid down by Air India from time to time. In the event such targets are not duly performed by the General Sales Agent and no justification is given by the General Sales Agent for such non-performance or the justification given by the General Sales Agent for such non-performance is not found to be satisfactory by Air India, and Air India having consequently decided not to continue the GSA Agreement for subsequent years, then, Air India shall give to the GSA 90 (ninety) days notice in writing of its intention to terminate the GSA Agreement. The proposed GSA Agreement enclosed with the Bid Document forms an integral part of the Bid Document.
- 8.3 It is further clarified that the GSA Agreement may be varied by Air India in accordance with the operational requirements and policies and also to comply with the Applicable Laws.
- 8.4 It is also clarified that in case the Successful Bidder fails to sign the GSA Agreement within the specified time, then Air India shall be entitled to forfeit the Bid Security paid by the Successful Bidder.

9. UPFRONT FEE AND BANK GUARANTEE

1. Upfront Fee:

- a. The Successful Bidder shall, not later than five (5) days from the date the letter of award is issued by Air India to the Successful Bidder, pay to Air India a refundable amount of USD 5,000/- (US Dollar Five Thousand Only) as upfront fee ("**Upfront Fee**") through RTGS/ NEFT/ IMPS into the bank account mentioned in Clause 7.1.
- b. It is clarified that in case the Successful Bidder fails to provide the Upfront Fee to Air India, then Air India shall be entitled to forfeit the Bid Security deposited by the Successful Bidder.
- c. It is further clarified that the payment of Upfront Fee shall be exempted in case the existing general sales agent of Air India in the Territory is selected as the Successful Bidder,

2. Bank Guarantee:

- a. The Successful Bidder shall, for due performance of its obligations and other terms and conditions contained in the GSA Agreement, provide to Air India, within 45 (forty five) days of execution of the GSA Agreement, an unconditional, irrevocable and non-transferable bank guarantee of USD 155,000/- (US Dollar One Hundred Fifty Five Thousand Only) (hereinafter referred to as "**Bank Guarantee**"). The Bank Guarantee shall be provided by the Successful Bidder to Air India in the format provided by or acceptable to Air India.
- b. The Bank Guarantee shall be effective for the entire term of the GSA Agreement through annual 1 (one) year validity that shall be automatically renewed by the Successful Bidder for each subsequent year until the expiry of the GSA Agreement along with a claim period of 3 (three) months thereafter. It is clarified that the amount of Bank Guarantee will be revised in the same proportion whenever there is an increase in sales by more than 25% in the Territory.
- c. Till such time the Successful Bidder provides to Air India the Bank Guarantee, the Bid Security and Upfront Fee provided by the Successful Bidder shall remain in full force and effect. The Bid Security and Upfront Fee of the Successful Bidder shall be returned after the Successful Bidder has provided the Bank Guarantee to Air India. However, in case the Successful Bidder fails to (a) execute the GSA Agreement, or (b) provide the Bank Guarantee within the stipulated time, then Air India shall be entitled to forfeit the Bid Security and Upfront Fee deposited by the Successful Bidder.

10. INSTRUCTIONS TO BIDDERS

10.1 General terms of bidding:

- a. No Bidder is permitted to place more than one Bid. A Bidder who submits or participates in more than one bid will cause all the proposals with the Bidder's participation to be disqualified.
- b. Each Technical Bid shall be complete in all respects as specified in this Bid Document and in case of any missing document or information, such bid shall be treated as non-conforming and shall be liable to be rejected forthwith.
- c. The documents including this Bid Document and all attached documents, provided by Air India are and shall remain or become the properties of Air India and are transmitted to the Bidders solely for the purpose of preparation and the submission of Bids in accordance herewith. Bidders are required to treat all such information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply *mutatis mutandis* to Bids and the Supporting Documents submitted by the Bidders as part of their Bid, and Air India will not return to the Bidders any Bid, the Supporting Documents or any information provided along therewith other than the Bid Security which shall be returned in accordance with the terms hereof.
- d. **Language of Bid:** The Bid, and all Supporting Documents and all related correspondence and documents in relation to the Bid shall be in the English language. Supporting Documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by appropriate translations of the pertinent passages in the English language, and are duly attested and certified to be true translations. Any Supporting Documents, which is not translated into English, will not be considered.
- e. It shall be deemed that by submitting the Bid and the Supporting Documents, each Bidder agrees and releases Air India, its employees, agents, representatives and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by Applicable Laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- f. Bidders may note that Air India will not entertain any deviations to this Bid Document at the time of submission of the Bids or thereafter. The Bids to be submitted by the Bidders should be unconditional and unqualified and the Bidders would be deemed to have accepted all the terms and conditions of this Bid Document. Any conditional Bid shall be regarded as non-responsive and would be rejected.
- g. **Right to accept any Bid and reject any or all Bids:** Notwithstanding anything stated above or elsewhere in the Bid Document, Air India reserves the right to accept or reject any Bid and/ or to annul the Bidding Process and reject all Bids, at any time prior to award of the GSA Agreement, without Air India thereby

incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders.

10.2 Cost of Bidding

Each Bidder shall be responsible for all costs and expenses associated with any due diligence, preparation of its Bid, the Supporting Documents and participation in the Bidding Process. Air India will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process including suspension or cancellation of Bidding Process.

10.3 Verification of information by the Bidders

It shall be deemed that by submitting a Bid, the Bidder has:

- a. made a complete, independent and careful examination of the Bid Document and unconditionally and irrevocably accepted the terms thereof;
- b. made careful examination and research of all required information, inputs, conditions, circumstances and factors that may have any effect on its Bid;
- c. received and reviewed all relevant information provided by Air India, as may be relevant to the Bid;
- d. evaluated and accepted all the risks, contingencies and other circumstances which may influence or affect the operations under the GSA Agreement;
- e. accepted the risk of inadequacy, error or mistake in the information provided in the Bid Document or furnished by or on behalf of Air India relating to any of the matters related to the Bidding Process or the Project;
- f. satisfied itself about all matters regarding the Bidding Process and the Project, required for submitting an informed Bid, in accordance with this Bid Document and performance of all of its obligations;
- g. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bid Document or ignorance of any of the matters related to the Bidding Process or the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Air India or a ground for termination of the GSA Agreement by the Successful Bidder; and
- h. agreed to be bound by the undertakings provided by it under and in terms hereof.
- i. Air India shall not be liable for any omission, mistake or error in respect of any of the information provided or on account of any matter or thing arising out of or concerning or relating to the Bid Document or the Bidding Process, including any error or mistake therein or in any information or data given by Air India.

10.4 Verification by Air India and Disqualification

- a. Air India reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid Document and the Bidder shall, when so required by Air India, make available in writing, all such information, evidence and documents as may be required by Air India for such verification. For the avoidance of doubt, Air India may at any time, in its sole discretion, seek any clarifications and/or any additional information in writing from any Bidder including the Successful Bidder which may be required by Air India to verify all statements, information and documents submitted by such Bidder in response to the Bid Document. Any such verification or lack of such verification by Air India shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Air India thereunder.
- b. Air India reserves the right to reject any Bid, right to blacklist the Bidder and appropriate the entire Bid Security and Upfront Fee(as applicable), if:
 - i. at any time, a misrepresentation is made or uncovered, or if a Bidder gives incorrect/ inaccurate/ misleading information, or suppresses any material information/ facts in its Bid; and/or
 - ii. it comes to the notice of Air India at any time, that the Bidder in the immediately preceding two (2) years from the date of submission of its Bid, has failed to perform on any contract awarded to it by Air India, which is evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or an arbitration award against it, or it has been expelled from any project or contract awarded by Air India or has terminated any contract or project assigned to it by Air India due to a breach; and/or
 - iii. the Bidder does not provide, within the time specified by Air India, the supplemental information, evidence and documents sought by Air India for evaluation of the Bid; and/or
 - iv. any act or omission of the Bidder results in violation of or non-compliance with this Bid Document, or any other document referred therein or issued pursuant thereto or any Applicable Law; and/or
 - v. any fraud and/ or corrupt practices (as defined under the Bid Document) is made or the Bidder was declared as ineligible due to corrupt or fraudulent practices in any prior bid process undertaken by Air India in the immediately preceding three (3) years, or has been black-listed by Air India; and/or
 - vi. the Bidder has been declared bankrupt, insolvent or has pending against it, any litigation or proceedings, before any court or authority, in relation to liquidation, dissolution or winding-up; and/or
 - vii. the Bidder does not furnish or provide the Bank Guarantee as per the terms of Bid Document or the Bank Guarantee provided has lapsed or has been enforced by Air India in accordance with the terms of this Bid Document; and/or
 - viii. the Bidder is in breach of any provisions of the Bid Document.

10.5 Amendment of Bid Document

- a. At any time prior to the Bid Due Date, Air India may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid Document by issuance of an addendum or a corrigendum.
- b. The Bidders shall keep themselves updated of any such addenda or corrigenda by continuously visiting the e-portal or website of Air India.
- c. Any addenda or corrigenda issued to the Bid Document will be in writing and shall be accessible to all Bidders and shall be deemed to be part of the Bid Document.
- d. In order to afford the Bidders a reasonable time for taking an addendum or a corrigendum into account, or for any other reason, Air India may, in its sole discretion, extend the Bid Due Date.

10.6 Deadline for Submission of Bids

- a. Bids must be received by Air India at the address specified in the Bid Document not later than the time and date specified in the Schedule for Bidding Process. In the event of the specified date of submission of Bids is declared a holiday for Air India, the Bids will be received upto the appointed time on next working day.
- b. Air India may, at its discretion, extend the deadline for submission of the Bids by issuing an amendment, in which case all rights and obligations of Air India and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

10.7 Late Bids

Any bid received by Air India after the deadline for submission of Bids will not be opened and will be rejected and Air India will not be liable for any communication/explanation/obligation in this regard.

10.8 Modification and Withdrawal of Bids

- a. The Bidder may modify or withdraw its Bid after bid submission, provided that written notice of the modification or withdrawal is received by Air India prior to the deadline for submission of bids. Any modifications in respect of Technical Bid and Financial Bid shall be submitted in separate sealed envelope duly marked so.
- b. A Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with this Bid Document, with the outer and inner envelopes additionally marked "MODIFICATIONS" or "WITHDRAWAL" as appropriate.
- c. No Bid shall be modified by the Bidder after the deadline for submission of Bids.
- d. Withdrawal of a Bid during the interval between the deadline for submission of Bids and the expiration of the period of Bid Validity specified herein will result in the forfeiture of the Bid Security.

10.9 **Litigation History**

The Bidders shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution in the past since the time of its incorporation. A consistent history of judicial awards / decision against the Bidder will result in rejection of the Bid. Suppression of any information or material in this regard would be construed as a fundamental breach and Air India reserves its right to take appropriate action including cancellation/rejection of the Bid, forfeiture of Bid Security etc., as may be deemed fit and proper by Air India at any time without giving any notice to the Bidder in this regard.

10.10 **Bid Validity Period**

- a. The Bids shall be valid for a period of not less than one hundred and eighty (180) days from the Bid Due Date ("**Bid Validity Period**"). The Bid Validity Period may be extended by Air India at any time in its sole discretion. Air India reserves the right to reject any Bid, which does not meet this requirement. Prior to the expiry of the original Bid Validity Period, Air India may extend the Bid Validity Period for an additional period as per its requirements.
- b. In the event that pursuant to the Bidding Process, a technically qualified bidder has been declared to be the Successful Bidder, and the Bid Validity Period set out above has expired or shall expire before the execution of the GSA Agreement (for reasons not attributable to the Successful Bidder), then such Successful Bidder shall be obligated to forthwith extend the validity of its submitted Bid for such further period as conveyed by Air India and upon such submission, the validity of Bid submitted shall stand extended for such period until which the GSA Agreement is not executed between Air India and such Successful Bidder.

10.11 **Waiver of Immunity**

The Bidder unconditionally and irrevocably agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Bid Document or any transaction contemplated by this Bid Document or pursuant thereto, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of such Bidder with respect to its assets.

11. FRAUD AND CORRUPT PRACTICES

- 11.1 The Bidders and its shareholders and their respective officers, employees, directors, representatives, contractors, agents and advisers shall observe the highest standard of ethics during the entire Bidding Process and till the execution of the GSA Agreement. Notwithstanding anything to the contrary contained herein, Air India may, at any time, withdraw and/or cancel or annul the Bidding Process, without being liable in any manner whatsoever to any Bidder, if Air India determines that any Bidder or any of its shareholders, officers, employees, directors, representatives, contractors, agents or advisers has, directly or indirectly, or through any Person, engaged in any Corrupt Practice, Fraudulent Practice, Coercive Practice and/or Restrictive Practice in the Bidding Process or the execution of the GSA Agreement.
- 11.2 If Air India determines that any Bidder or any of its shareholders or any of their respective officers, employees, directors, representatives, contractors, agents and advisers, as the case may be, has, directly or indirectly, or through any of other Person, engaged in any Corrupt Practice, Fraudulent Practice, Coercive Practice and/or Restrictive Practice in the Bidding Process, in the issuance of the letter of award or the execution of the GSA Agreement, then Air India shall be entitled to withdraw the letter of award and/or cancel or annul the Bidding Process and forfeit and appropriate the Bid Security, Upfront Fee and/or the Bank Guarantee (as the case may be), as damages, without prejudice to any other right or remedy that may be available to it under the Bid Document or under Applicable Law or otherwise.
- 11.3 Without prejudice to any other right of Air India in the Bid Document and the rights and remedies which Air India may have otherwise, if any Bidder or any of its shareholders or any of their respective officers, employees, directors, representatives, contractors, agents and advisers, as the case may be, is found to have, directly or indirectly, or through any of other Person, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice or Restrictive Practice during the Bidding Process, or after the issuance of the letter of award or the during the subsistence of the GSA Agreement, then neither that Bidder nor any of its shareholders or any of their respective officers, employees, directors, representatives, contractors, agents and advisers, shall be eligible to participate in any tender or tender/bid document issued by Air India during a period of three (3) years from the date it is found to have been, directly or indirectly, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice or Restrictive Practices, as the case may be.

12. GOVERNING LAW AND JURISDICTION

All matters relating to the Bidding Process and the bid procedure shall be governed by the laws of India. Only courts at New Delhi (with exclusion of all other courts) shall have jurisdiction to decide or adjudicate on any matter, which may arise.

(Signature)

**Executive Director (Commercial),
Air India Ltd,
Airlines House, Room No 304,
113, Gurudwara Rakabganj Road
New Delhi-110001, INDIA**

Ph No: +91-11-23422169

E-mail: [**gsacommittee.ai@airindia.in**](mailto:gsacommittee.ai@airindia.in); Web site: [http:// www.airindia.in](http://www.airindia.in)

ANNEXURE A

BASIC MANDATORY INFORMATION

Each Bidder shall provide the information/details with regard to the technical bids as follows:

TECHNICAL BID

Basic Mandatory Information (Technical Bid)		
Sr. No.	Details	Response of the Bidder
1.	The name and legal status of Bidder	
2.	Whether the Bidder is (a) company, or (b) partnership firm, or (c) sole proprietorship, or (d) joint venture of any of (a), (b) or (c)]	
3.	What is the principal business of Bidder	
4.	Full address of Bidder along with the contact details of the person submitting the bid on behalf of the Bidder (Also advise Email ID, alternative email id, telephone numbers, Mobile phone number and website)	
5.	Date of establishment/incorporation of Bidder. Attach certified true copies of memorandum of association, articles of association, certificate of incorporation, statement of shareholding pattern and other charter documents.	
6.	Is Bidder owned by any other organization? Give the name of the owners of Bidder. Also provide details of sister concerns fully/partially owned by Bidder.	
7.	Do the local laws of the country entitle Bidder to represent a foreign Airline? *	
8.	Have any partners, officers/directors/employers having authorization to act and sign on behalf of the Bidder, been involved in bankruptcy proceedings? If yes are they now legally and fully discharged of their obligations by the court involved? *	
9.	Attach photographs/blue print of the exterior and interior of the Bidder's office. The name of the Bidder should be clearly visible in the photograph. In case space has been identified for AI office, photos/blue print of the same may be attached.	
10.	Give details of Turnover of last three financial years immediately preceding the date of this Bid Document, duly certified by a qualified chartered account (CA) or certified public	

	accountant (CPA) on its letterhead;	
11.	Please submit audited financial statements of last three financial years preceding the date of this Bid Document, showing annual sales from air transportation business.	
12.	Provide the details of Bidder's bank account , your bankers and their addresses	Attach letter from the Bank
*Please attach confirmation on letter head under Bidder's seal		

ANNEXURE B

ELIGIBILITY CRITERIA

The Bidders should fulfill all eligibility criteria (Technical Bid) in order for their applications to be processed further. The Bidder should answer all the questions as mentioned under the respective fields below.

TECHNICAL BID (Eligibility Criteria)			
Sr. No.	CRITERIA	QUESTION	RESPONSE OF BIDDER
1.	The Bidder entity should have at least 5(five) years of experience in travel business in the Territory and should be registered with the same name/style in the Territory. Travel business in this context refers to sale of air passenger transportation on scheduled Airline services. Experience in business refers to experience of the applicant/organization and not of the partners/owners/directors and/or an associate/group company.	Specify name of the organization and number of years in travel business in the Territory. Please provide the registration number of the Bidder. (Attach certified copy of certificate of incorporation/ registration number of the Bidder).	
2.	Neither the Bidder nor any of its director/partner/key personnel (including their immediate family members i.e. parents/ spouse/children) should be running or employed by any entity / organization / general sales agent who operates direct services (single flight number including code share operations from) from the Territory to India.	Is the Bidder / any of its director/partner/key personnel (including their immediate family members i.e. parents/ spouse/children) running or employed by any entity/organization / general sales agent who operates direct services (single flight number including code share operations from) from the Territory to India.	YES / NO
3.	In case the Bidder is appointed as the general sales agent of Air India and if after execution of the GSA Agreement, the Bidder or any of its director/partner/key personnel (including their immediate family members i.e. parents/ spouse/children), (a) become engaged in passenger air	Does the Bidder agree to these terms?	YES / NO

TECHNICAL BID (Eligibility Criteria)			
	transportation business in the Territory in the competition of Air India, or (b) act directly or indirectly for or is employed with any entity / organization / general sales agent who operates direct services (single flight number including code share operations from that Territory to India), in direct competition with Air India, then the Bidder shall immediately disclose such engagement (including the nature & extent of such engagement) to Air India.		
4.	The Bidder should not be an IATA Accredited agent . If the Bidder is an IATA accredited travel agent then it should surrender the IATA accreditation of the organization who is the Bidder, if appointed as a GSA for Air India.	Please specify if Bidder is not an IATA agent - YES/NO. In case the Bidder organization is IATA accredited agent, then Bidder is willing to surrender IATA accreditation if appointed as general sales agent of Air India?	YES/NO
5.	The Bidder should not have been in loss in any of the last 3 (three) financial years (immediately preceding the date of the Bid Document). (Attach audited financial statements for the past three financial years immediately preceding the date of the Bid Document)	Please confirm if the Bidder has not been in loss in any of the last 3 financial years (immediately preceding the date of the Bid Document)	YES/NO (If No, please specify and give details)
6.	The Bidder should not be general sales agent for any airlines operating direct services (single flight number) including code share operation from the Territory to India during the last six months immediately preceding the date of the Bid document	Whether the Bidder is / was a general sales agent for any airlines operating direct services (single flight number) including code share operation from the Territory to India during the last six months immediately preceding the date of the Bid Document.	YES/NO (If Yes, please specify the airlines for whom the Bidder is acting or acted as the general sales agent)
7.	The Bidder should be familiar/have experience with IATA BSP procedures or	Is the Bidder familiar with IATA BSP procedures or equivalent in the	YES/NO

TECHNICAL BID (Eligibility Criteria)			
	equivalent in the Territory.	Territory?	
8.	The Bidder (if selected as the general sales agent of Air India) should undertake to take responsibility of defaults of any sales agent appointed by the Bidder in the Territory.	Is the Bidder ready to take responsibility of defaults committed by the sales agents appointed by the Bidder in the Territory?	YES/NO
9.	The Bidder should be willing to be appointed as general sales agent for Air India and provide the Upfront Fee of USD 5,000/- and Bank Guarantee of USD 155,000/- (US Dollar One Hundred Fifty Five Thousand Only) (within the stipulated time and in the format provided by or acceptable to Air India).	Is the Bidder willing to provide the Upfront Fee and Bank Guarantee from a reputed Bank in the format provided by or acceptable to Air India	YES/NO
10.	The Bidder should have Turnover of at least USD 1,300,000/- (US Dollar One Million Three Hundred Thousand Only) in each of the last three financial years immediately preceding the date of this BidDocument. Turnover means the turnover of the Bidder and not of its group/associate/subsidiary company.	Whether the Bidder has Turnover of at least USD 1,300,000/- (US Dollar One Million Three Hundred Thousand Only) in each of the last three financial years immediately preceding the date of this Bid document?	YES / NO
11.	The Bidder agrees to provide at its own cost, at the city office, three skilled manager/ staff required for various functions viz. reservation /ticketing /sales/accounts functions, in the Territory at the time of appointment as per the requirements of Air India. The number of skilled staff would increase to six dedicated when Air India commences operations into Taiwan. The manpower provided by the GSA shall increase or decrease in the same proportion whenever there is an increase or decrease of 25% in the ASKMs ex/to the Territory. 80% of the staff provided should have a minimum experience of	Does Bidder agree to provide skilled manager/staff as per Air India's requirement listed?	YES/NO

TECHNICAL BID (Eligibility Criteria)			
	<p>three years as per the scope of work listed herein.</p> <p>1. Reservation & Ticketing: 2</p> <hr/> <p>2. Sales Staff: 1</p> <hr/> <p>Any additional manpower whenever required by the Principal without any increase/ decrease in ASKMs, shall be provided by the successful bidder on rechargeable basis at a fixed cost decided at the time of signing of GSA Agreement.</p>		
12.	<p><u>The following applies for appointment as GSA for Air India:</u></p> <p>Performance Monitoring: The Bidder is willing to accept the targets assigned to it from time to time. The targets would be advised to the GSA on a yearly basis. These targets will be specified for Economy/ Business/First Class and 6th freedom traffic. The Non achievement of the targets would be reckoned for continuing the services as a General Sales Agent of Air India. However, if there is a change in the competition level and extent of operation, the same will be taken into account while computing target v/s achievement. In the event of non-achievement of the target the GSA would be given an opportunity of 90 (ninety) days to come upto the expectations of Air India and its performance would be monitored. If the GSA is not able to perform in the said time frame and no justification is given by the General Sales Agent for such non-performance or the justification given by the</p>	Does the Bidder agree to accept the targets assigned to it by Air India and submit business / marketing plan every year to Air India?	Yes/No

TECHNICAL BID (Eligibility Criteria)			
	General Sales Agent for such non-performance is not found to be satisfactory by Air India, Air India reserves full right to review the GSA Agreement and take appropriate action as deemed fit, including termination of the GSA Agreement.		
13.	The Bidder agrees to provide a space of 500 Sq. ft. Carpet Area for various functions like Reservation & Ticketing, Sales, Marketing and Finance etc. at a prominent place in the Territory. The space provided would increase to 1000 Sq. ft. carpet area when Air India commences operations into Taiwan. The Bidder agrees to provide office space with all facilities and infrastructure at its cost (telephone/fax/ high speed internet/office stationery/mobile etc.) as per the requirements of Air India. The interiors and facilities of this office space shall be befitting the status of a global airline of repute.	Does the Bidder agree to provide Office space as per Air India requirements?	YES/NO
14.	The Bidder should not have been into any kind of legal dispute or arbitration in the past with Air India or its subsidiaries.	The Bidder has not been in any kind of legal dispute or arbitration with AI or its subsidiaries in the past.	YES/NO
15.	The Bidder agrees to take over the employment of locally recruited staff of Air India in the event of it being appointed as the GSA in the Territory.	Does the Bidder agree to takeover the employment of locally recruited staff of Air India in the Territory?	YES/NO
16.	The Bidder(if appointed as the General Sales Agent) agrees to takeover the termination/retrenchment cost of locally recruited staff of Air India in the Territory.	Does the Bidder(if appointed as the General Sales Agent) agree to takeover the termination/retrenchment cost of locally recruited staff of Air India in the Territory?	YES/NO
17.	The Bidder (if appointed as the General Sales Agent) shall be	Does the Bidder (if appointed as the General	YES/NO

TECHNICAL BID (Eligibility Criteria)			
	responsible to bear legal costs of defending any action by any incumbent agent/GSA of Air India (including any local staff thereof) and bear the cost of compensation if any, awarded as a result of terminating such incumbent agent(s) /GSA in the Territory.	Sales Agent) agree to bear the legal cost of defending any action by the incumbent GSA of Air India (and its local staff) and bear the cost of compensation, if any awarded as a result of terminating the GSA.	
18.	The Bidder (if appointed as the GSA) shall defend, hold harmless and indemnify Air India from and against any claim, action, loss, damages, cost , penalties, actions, judgments, awards, suits, costs, expenses or disbursements of any kind or nature whatsoever, that may be imposed on, incurred by, or asserted against Air India in any way relating to, arising out of or in connection with the claims of the employees / staff appointed by it in the Territory,	Does the Bidder agree to these terms?	YES / NO
19.	The financial bid (i.e. ORC) quoted by the Bidder and selected by Air India shall be subject to increase or decrease in the proportion defined in Para 6.2-Part II (iv to vi) whenever there is an increase or decrease of 25% in the ASKMs ex/to the Territory.	Does the Bidder agree to these terms?	YES / NO
20.	Bidder (if appointed as the GSA) shall not be entitled for overriding commission for sales generated by the sales agents appointed by it in the Territory, in case the Bidder does not agree to accept the responsibility for the defaults of such sales agents in the Territory.	Does the Bidder agree to these terms?	YES / NO
21.	Bidder (if appointed as the GSA) shall contribute fixed percentage (minimum 2%) of the ORC earned by it in a year as annual contribution towards advertising and publicity budget of Air India's operations in the	Is the Bidder willing to contribute fixed percentage (minimum 2%) of the ORC earned by it in a year towards advertising and publicity budget of Air India's operations in the	YES / NO If yes, please specify percentage.

TECHNICAL BID (Eligibility Criteria)			
	Territory.	Territory?	
22. s	In case of commencement of Air India Express operations to the territory at a later stage during the currency of the GSA agreement, the successful Bidder appointed as GSA will also be appointed as Representative Agent (RA) of Air India Express Limited. However, the RA shall be eligible for ORC only on the Base Fare. Remaining terms of the Agreement shall be mutually agreed upon.	Does the Bidder agree to these terms?	YES/NO

Note: In case, any Bidder replies with regard to the Technical Bid in negative (i.e. as - NO) or with any conditions attached to the Technical Bid, the Bidder shall be liable to be disqualified from the bidding process.

ANNEXURE C

FORMAT OF FINANCIAL BID

Financial Bid format¹: The Bidders shall quote only one figure in the ORC percentage column placed below. The quote shall be covered with a transparent adhesive tape:

The percentage (%) of Over-riding commission (ORC) the Bidder is willing to quote for providing the services as per Air India's requirement listed in the Bid Document	(In words and figures)
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Note:

- a. **Over-riding commission (ORC)** would be payable **on the basic fare component and fuel surcharge** of the flown revenue realized for the entire **Air India sales** effected in the Territory. No Overriding commission shall be paid on sale of transportation of Non revenue tickets, Transportation Service Contract (TSC), Embassy Sales, Excess baggage, Electronic Miscellaneous Documents (EMDs), Mail, Insurance, Taxes, Service Tax, GST, User Development charges, any other Govt. / Airport levies, Ancillary Services, Cost of deportee (C.O.D.) and Air India web/mobile-app sales. ORC shall be paid on the flown revenue for sale made from the date of operationalization of the GSA agreement.
- b. The maximum ORC that can be quoted is capped at 2%. Any bid received over & above the maximum cap of 2 % will be disqualified.
- c. Figures quoted in the Financial Bids shall be mentioned in numbers and words and in case of discrepancy between the two; the amount mentioned in words shall prevail. All figures quoted in Financial Bid should be covered with a transparent adhesive tape.

¹ Financial bid document is only one page. It should be sealed in a separate envelope super-scribed in bold as Financial Bid. No other document needs to be attached with the Financial Bid. All supporting documents are to be attached with the Technical Bid.

ANNEXURE D

FORMAT OF UNDERTAKING

Date: _____

**Air India Limited
Airlines House, 113,
Gurudwara Rakabganj Road,
New Delhi – 110001**

Re: Bid Document bearing Ref. No. HCD/5R/GSA/Taiwan/525 dated 01-06-2019 for Appointment of General Sales Agent for passenger sales of Air India Limited in the territory of Taiwan.

Sir,

This bears reference to the captioned Bid Document. In this regard, we hereby confirm and undertake to Air India as under:

1. We are a company / partnership firm / sole proprietorship/joint venture *[strike out whichever is inapplicable]* duly incorporated under the laws of Taiwan and have our registered office at [•]; and
2. We have obtained all necessary approvals and permissions for execution, delivery and performance of the proposed GSA Agreement; and
3. We have never been blacklisted by Air India for entering into any transaction with Air India; and
4. We are not restricted or prohibited by our constituent documents or by the local laws to represent a foreign airline (including Air India) in the territory of Taiwan; and
5. We shall abide by the requirements of Air India for providing adequate equipment, personnel and other resources for rendering services under the proposed GSA Agreement and also agree to augment the said resources as and when required by Air India during the subsistence of the GSA Agreement; and
6. Neither we nor any of our directors/officers/employees/representatives having authorization to act upon and sign the proposed GSA Agreement, have been involved in bankruptcy proceedings; and
7. Neither we nor any of its directors, partners, officers, employees and representatives (or their immediate family members) is/are running or is employed by any company/GSA/RA who operates direct services (single flight number including code share operations) from Taiwan to India; and
8. We have never been involved in any kind of legal dispute or arbitration with Air India in the past; and
9. No sums, in cash or kind, have been paid or will be paid, by us or on our behalf, to any person by way of fees, commission or otherwise for entering into the proposed GSA

Agreement or for influencing or attempting to influence any officer or employee of Air India in connection therewith; and

10. If we are appointed as the general sales agent of Air India in the territory of Taiwan, we shall be responsible to bear legal costs of defending any action by any incumbent agent/general sales agent of Air India in the Territory and bear the cost of compensation if any, awarded as a result of terminating such incumbent agent(s) /general sales agent in the territory of Taiwan.
11. We shall indemnify Air India for all losses and damages if any of the above information is found to be false or misleading.

For [name of the Bidder]

Signature:

Name:

Designation:

(Affix rubber stamp)

ANNEXURE E

PROPOSED GENERAL SALES AGENT FOR PASSENGER SALES AGREEMENT

Sample Draft

[Attached as a separate document]

Note: *The form of the agreement attached as annexure is a generic format, and the Air India may, prior to execution of the agreement, make such changes to the format, as may be required by Air India in its sole discretion, including without limitation changes specific to a particular country.*

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