



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019



AIR INDIA LIMITED

Registered Office at

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

**Tender Document for
Appointment of
Advertising and Content Service Provider for the Air India
In-Flight Entertainment
On-board Air India aircrafts (hereinafter referred to as “aircraft”)**



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

DISCLAIMER

The information contained in this tender document (hereinafter referred to as “Tender”) or and any information pertaining to the aforesaid subject matter subsequently provided subsequently to the applicants/bidders in any form by Air India Ltd. shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by Air India Ltd.

The purpose of this tender document is to provide all bidders with the information that may be useful to them in the formulation of their proposals/ bids in response to this Tender. The statements and facts contained herein, which reflect various assumptions and assessments arrived at by Air India Ltd. do not purport to contain all/exhaustive information on the aforesaid subject matter that each applicant may require for the purposes of submitting their bids.

Each bidder should, 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 Tender and shall obtain independent advice from appropriate sources.

The information provided in this Tender to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Air India Ltd. accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Air India Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from the reliance of any applicant/bidder upon the statements contained in this Tender.

Air India Ltd. may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender, from time to time till the opening of the bids (technical and commercial).

The Tender does not imply that Air India Ltd. is bound to select a bidder or to appoint the selected bidder, as the case may be, and Air India Ltd. reserves the right to reject all or any of the proposals without assigning any reason at any time.

The bidder shall bear any and all its costs associated with or relating to the preparation & submission of its proposal/ bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Air India Ltd. or any other costs incurred in connection with or relating to its proposals. All such costs and expenses shall remain with the bidder and Air India Ltd. 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 proposal, regardless of the conduct or outcome of the bid selection process as contained herein.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Notice

Tender Reference No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug.2019.

1. INTRODUCTION

Air India Limited, incorporated under the Indian Companies Act, 1956, hereinafter referred to as AIL or Air India, is the national flag carrier airline of India, fully owned by the Government of India under the administrative control of the Ministry of Civil Aviation, India, and operates with the registered trademark “Air India” and operates domestic flights within India, as well as to international destinations.

Air India with its subsidiary companies operates a mixed fleet of owned and leased, narrow and wide body aircraft, across two major hubs in Delhi and Mumbai, serving an extensive network of approximately 83 domestic and 45 international destinations with approximately 660 departures per day.

2. PURPOSE OF TENDER

AIL and its subsidiaries, requires to obtain the advertising & media content for its inflight entertainment requirements of its aircraft, for which it invites sealed bids under a two bid system from eligible bidders, meeting the bid criteria specified in this Tender, for appointment of an Advertising and Content Service Provider (hereinafter referred to as the A&CSP) for In-Flight Entertainment (IFE) on-board Air India aircraft.

The award of the contract to the Successful Bidder shall be effective from the date of issue of LOI/Contract and the terms of the contract shall be 3 years thereafter.

Eligible bidders shall submit their offer/bid, in two separate sealed envelopes, as is required under the two bid tender system (as mentioned herein).



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

3. SUMMARY OF TENDER SUBMISSION INFORMATION:

1.	Tender Ref. No	IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019
2(a)	Last date for receipt of queries from bidder	9 th September 2019
2 (b)	Pre-bid meeting	13 th September 2019
3.	Last date for hosting of AI Clarifications and/or Amendments, if any.	20 th September 2019
4.	Last date and time for submission of Tender Proposal	4 th October 2019 at 1500 hrs.
5.	Place of submission of Bid	Executive Director, Material Management Department Air India Ltd. Safdarjung Airport, New Delhi-110003
6.	Date and Time of Opening Technical Bid Proposal	4 th October 2019 at 1530 hrs.
7.	Place of Opening of Tender Proposal	Material Management Department Air India Ltd. Safdarjung Airport, New Delhi-110003
8.	Validity of Proposal	180 days from the Last Date of submission of Proposal
9.	Earnest Money Deposit (EMD)	USD 5,715 or INR 4,00,000. Bidder may submit the amount through Wire Transfer / RTGS / NEFT / ECS or Demand Draft in favour of Air India Ltd. EMD deposit is a must for submission of the bid otherwise bid will not be considered for technical bid evaluation.
10.	Security deposit	5% of the aggregated contract value/agreement is required to be submitted for a period of 3 years as a performance guarantee after



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

		the successful award of the contract. (for MSME 5 % of Annual Turnover)
11.	Address of Communication	<u>For General Terms and Conditions and Technical Clarifications</u> IFE SECTION MUMBAI EMAIL ID: ife.bom@airindia.in

The Tender Proposal (technical bid) will be opened in presence of Bidders. The Bidder's representative must carry a letter of authority on the Bidder's letter-head from the authorized signatory of the Bidder along with a valid identity proof, failing which they will not be permitted to participate in the Tender opening process.

4. The date and time for Price/Financial bid opening of technically qualified bidders shall be intimated later.
5. If any of the days/dates specified above is declared to be a holiday by AIL, the said days/dates shall automatically stand extended to the next immediate working day of AIL, Delhi.
6. Any bid received after the appointed date and time for receipt of bids will be invalid and be rejected. AIL reserves to itself the liberty to reject all or any bid without assigning any reason.
7. The bidders authorized representatives, (only one representative), would be permitted to attend the opening of the bids(technical and/or price). Such representative must carry a dated letter of authority on the bidding entities letterhead signed with name and designation of the authorised signatory of the Bidder, along with a valid identity proof (Government ID's like passport, Aadhar card, voters ID card, DL etc.), authorizing them to attend the tender opening, failing which they will not be permitted to participate in this process. Advance copy of such authority letter can be emailed to AI at email ID ife.bom@airindia.in at least 3(three) days prior to the tender bid opening date and the original of such letter can be delivered on the date of opening of bids.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

8. Amendments, corrigendum, clarifications if any, and any extensions of the due date of opening of this Tender, as per the discretion and requirements AIL, will be intimated and hosted only on the web site of AIL (www.airindia.in). No separate NIT (Notice Inviting Tender) would be published in newspapers/print media which may please be noted. It is the Bidder's responsibility to visit the said website regularly for the aforesaid updates/extensions as necessary. Bidders are also requested to go through the General Terms and Conditions (Annexure-A) for understanding the general tender requirements.

**FOR AIR INDIA LIMITED
EXECUTIVE DIRECTOR (IFS),
NEW DELHI**



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Table of Contents

S.No.	Annexure	Details	Pages
1	-	Notice – Introduction and General Details	3-6
2	-	Table of Contents	7
3	A	General terms and conditions governing the tender	8-35
4	B	Pre-qualification criteria	36-42
5	C	Functional requirements of the tender	43-65
6	D	Covering letter from bidder for submission of the technical bid	66
7	E	Technical Bid response-Bidder compliance to PQ criteria	67-71
8	F	Technical Bid response-Bidder information details	72-75
9	G	Covering Letter from bidder for submission of Commercial (Price) bid	76
10	H	Commercial (Price) Bid format	77-100
11	I	Certificate	101
12	J	Integrity Pact	102-119

FOR AIR INDIA LIMITED

**EXECUTIVE DIRECTOR (IFS),
NEW DELHI**



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Tender for appointment of Advertising and Content Service Provider for In-flight Entertainment on-board Air India aircraft

GENERAL TERMS AND CONDITIONS GOVERNING THE TENDER
Tender ref: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019.

Annexure - A

Air India Limited (hereinafter referred as AIL or Air India), invites sealed bids (Under Two Bid System) from eligible bidders (hereinafter referred as the Bidder) meeting the bid evaluation criteria specified in this Tender, for appointment of an Advertising and Content Service Provider (hereinafter referred to as the A&CSP) for In-Flight Entertainment (IFE) on-board Air India aircraft .

The Technical Bid Criteria which the Bidder should satisfy for the purpose of the Tender has been mentioned in Annexure-B, C, E and F and the Commercial/Price Bid Criteria as mentioned in Annexure-H.

1. Definitions as used in the Tender

- 1.1 The term "AIL" or "Air India" shall mean Air India Limited and includes its subsidiary companies.
- 1.2 The term "**Bidder**" shall mean the bidder entity who has responded to this tender by submitting the bids and authorized their authorised signatory to sign the Tender Forms, Undertaking and other documents committing to provide the required services and submitted the proposal in response to this Tender. The term Bidder may include Collaboration as detailed at Point 1.9
- 1.3 The term "**Contract**" shall mean the agreement entered into AIL and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein. A Letter of Intent (LOI) shall be treated as contract and the term of such LOI will be counted for the contract term purposes, pending issuance of the detailed contract.
- 1.4 The term "**Days**" used herein shall mean the business days in India for AI at Delhi and Mumbai.
- 1.5 The term "**Services**" shall mean the product and services referred to under Annexure-C.
- 1.6 The term "**Successful Bidder**" shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- 1.7 The term "**Play Period**" shall mean periodicity of change of content which can be monthly or once in two months or such other period as specified by written notice by Air India from time to time.
- 1.8 The term "**Play Date**" shall be the first day of the play period.
- 1.9 **Collaboration**
 - i. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the assignment, it may participate in the tender either individually (the



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

- “Sole bidder”) or as lead member of a collaboration “Lead Member”) in response to this invitation.
- ii. No applicant shall be allowed to bid under two different status either as sole Applicant or a collaboration member under.
 - iii. The bidder will have to declare the collaboration member details with their technical bid submission giving complete details of each collaborator members’ division of roles and responsibilities vis-à-vis the proposal offered under this tender. The history and successes achieved by such a collaboration for similar nature projects implemented in the past need to be stated with supporting details.
 - iv. No collaboration of bidders shall be allowed to be formed after the bids have been submitted.
 - v. AI shall deal with the lead member of the collaboration. Although both the collaborators shall sign the contract, the lead member of the collaboration shall be responsible and liable to AI for every aspect of their tender responses and Contract etc. If any member of the collaboration has dropped before awarding of the contract, such collaboration shall be rejected by AI.

2. Pre-bid meeting :

Air India would convene a pre-bid meeting with all prospective Bidders to clarify any points on appointment of Advertising and Content Service Provider for Inflight Entertainment System on Air India aircraft. It shall be scheduled at Office of ED (IFS), Air India Limited, Inflight Services Dept., 2nd Floor, Building No. 2, Air India Reservation Office, Sri Aurobindo Marg, New Delhi 110003, India, on 13th September 2019 at 1030 Hrs. Only one authorized representative of the Bidder will be allowed to attend in response to Tender Ref: IFSD/ENTT/A&CSP/2019/01 dated 30th August 2019. Bidders are requested to confirm their participation by sending email to id: ife.bom@airindia.in.

It is essential that all clarifications/queries shall be submitted to Air India at least 4 (Four) days prior to pre-Bid meeting stated under “Pre-Bid Queries”. Clarifications to such queries shall be provided by the tender committee members of Air India in the pre-bid meeting, which shall also be minuted & uploaded within 72 hours of the pre-bid meeting on the Air India Portal/website. No query beyond this day shall be entertained and no separate individual emails to the potential bidders shall be provided. Hence, such potential bidders to keep watch on Air India website in this regard.

3. Bidding Process:

The bids shall be typed in English, and all correspondence and documents related to the bid exchanged by the Bidder and AIL shall be written in the English language. Refer to the General Terms and Conditions for more details on submission of bids. Sealed quotations are to be submitted in a Two-Bid system (Technical Bid and Price Bid separately) as per the following details:



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

3.1 Technical Bid – (Envelope – I). The Technical bids of the prospective bidders must contain the following:

1. Bidders' response consisting of the Covering letter on the entities letterhead (Annexure D) along with Annexures E, F, I & J.
2. Earnest Money Deposit (hereinafter referred to as "EMD") of Rs. 4,00,000/- (Rupees Four lakhs only) or USD 5,715/-(United states dollar Five thousand, seven hundred and fifteen only) or proof of submission of such EMD into AI bank with full details must be enclosed along with the Technical bid only. The EMD is to be submitted by way of ECS/ bank draft / pay order / banker's cheque drawn in favour of Air India Limited, payable at Mumbai. No other mode of payment is acceptable.
3. In case EMD is not found attached, or not submitted in the mode specified, or a valid proof of exemption is not submitted, the bidder's tender response will be rejected.
4. Bidders are required to superscribe in Bold on the sealed technical bid (**envelope I**), "TECHNICAL BID for Tender Enquiry RFQ No. IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019", the tender name and the due date of the tender. The technical Bid (**envelope I**) should also indicate in Bold the prospective bidders name and address for easy identification.
5. Bidders are required to submit the signed Integrity Pact document (Annexure-J), in agreement of all the conditions therein.
6. The bidders are required to submit the supporting documents for Pre-Qualification criteria, compliance and confirmation to undertake the required work-scope technical and functional requirements and provide complete detailed information about itself duly supported by related documentation with its technical bid. For the Pre-Qualifications (PQ) Eligibility criteria, the prospective bidders are required to note that each of the said criteria is mandatorily required to be fulfilled by them for the purpose of this Tender. In case they do not fulfil any one of the said eligibility criteria, their bid would be disqualified.

3.2 Price Bid - (Envelope - II)The Price Bid must conform to the following:

1. The eligible bidder shall submit its final offer as per the format enclosed at Annexure H only, along-with covering letter in Annexure G.
2. Rates for the services provided as per the work-scope should be strictly quoted in the format as given in Annexure H and must be inclusive of all requirements mentioned in Annexure C.
3. Unconditional discounts, if any, should be clearly indicated, and would be applied to the quoted offer price during evaluation. For such cases, the post-discount net values/rates should also be quoted in the bid format.
4. Conditional discounts, if offered, **will not be considered**.
5. The envelope containing the Price Bid as per Annexure-H is to be super-scribed in bold with "PRICE BID (**envelope II**) for Tender Enquiry ref: IFSD/ENTT/A&CSP/2019 dated 30th Aug.2019",



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

the tender name and the due date of the tender. The Price Bid (**envelope II**) should also indicate in bold the prospective bidders entities full name and address of registered office and location submitting the bids, for easy identification.

- 3.3 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). Any bid in spiral bound form, loose form, open/unsealed envelopes, quotations through fax or electronic mail etc. and not conforming to the requirements as mentioned herein shall not be accepted and the bid shall be rejected without any further evaluation.
- 3.4 Further, all pages of the bid shall be numbered serially, signed and stamped by the authorised signatory along with supporting documents, as an index of submissions. The individual signing the Tender or other documents in connection with the Tender must certify the capacity in and/or authority in which they are signing the bid.
- 3.5 All Bidders to note that, even though they may be technically qualified after evaluation of the technical bid, in the event their price bid is found incomplete or not submitted in a format as prescribed herein, their bid submitted thereon to be rejected.
- 3.6 Final submission of the bids - Outer Master Envelope:

THE TWO SEALED INNER ENVELOPES (i.e. ONE SEALED ENVELOPE FOR THE TECHNICAL BID, AND ANOTHER SEALED ENVELOPE FOR THE PRICE BID) SHOULD BE FURTHER PUT IN A SEALED MASTER OUTER ENVELOPE. MASTERCOVER SHOULD BE SUPERSCRIBED IN BOLD WITH THE TENDER REFERENCE NO., TENDER NAME AND THE DUE DATE OF TENDER. THE BID ENVELOPE SHOULD ALSO INDICATE IN BOLD THE PROSPECTIVE BIDDER'S NAME AND ADDRESS FOR EASY IDENTIFICATION. THE BID (TECHNICAL AND FINANCIAL) SHOULD BE SUBMITTED IN THE TENDER BOX KEPT AT THE FOLLOWING ADDRESS LATEST BY 1500 HRS ON 4th October 2019.

**Office of ED MMD,
Air India Limited,
Ground Floor, Vayudoot Building,
Safdarjung Airport,
New Delhi 110003
India.**

- 3.7 Contact details for clarifications:

It is essential that all clarifications/queries shall be submitted to Air India at least 4 (four) days prior to pre-Bid meeting. No query beyond this day shall be entertained and no separate



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

individual emails to the potential bidders shall be provided. Only email queries will be accepted and must be addressed to ife.bom@airindia.in.

4 Bid Submission requirement, Tender Opening and the evaluation process:

The due date of opening of the tenders has been fixed for 4th October 2019, at 1530 hrs IST. On this designated due date and time of opening of bids, i.e. 4th October, 2019, only the technical bids would be opened. The Bidders, or their authorized representatives (only one person), would be permitted to attend the opening of the tenders. The representative must carry a letter of authority from the authorized signatory, authorizing them to attend the tender opening, failing which they will not be permitted to participate in the tender opening process. The name(s) of the representative(s) must be directly sent to AIL at least three(3) days before the date of opening of the tenders by e-mail or fax, as under e-mail to ife.bom@airindia.in. The following are to be noted:

4.1 Prospective Bidders must submit both their Technical bid and Commercial bid response, both in SOFT copy (Pen drive/DVD form) and a signed HARD copy, in sealed condition by the due date and time.

4.2 Please note the soft copy of the technical bid should be in the sealed "Technical bid" envelope and the soft copy of commercial bid should be in the sealed "Commercial bid" envelope. No deviation between the soft copy and the hard copy will be accepted. In case of deviation, only the information contained in the signed hard copy will be considered for the evaluation of the proposal and the information on the soft copy will not be considered towards the bid. In case the Price Bid and the Technical Bid are enclosed in the same envelope instead of in two separate sealed envelopes, AIL will assume no responsibility for the premature opening of the financial bid and such bid shall be rejected outrightly.

4.3 On the date of opening of the technical bid, only technical bids would be opened, and all the received sealed unopened price bids shall be kept in another sealed envelope which would be kept in the custody of AIL duly countersigned by AIL tender opening committee members.

4.4 The Price Bids of only those Bidders, who qualify in the Technical Bid evaluation, would be opened at a later date, which would be notified in advance to the technically qualified bidders.

4.5 The Bidders should sign on all pages of the Technical Bid and the Price Bid. Further, all pages of the bid document shall be numbered serially and stamped by the authorised signatory along with supporting documents as asked in the Technical Bid, as an index of submissions. The



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

individual signing the Tender or other documents in connection with the Tender must certify the capacity in and/or authority in which they are signing the bid.

4.6 The Technical Bid should not contain any indication of the prices except that a copy of the price bid format submitted as sealed price bid without the prices indicated be enclosed with the technical bid in confirmation of the bidders having submitted the price bid. In case the prices quoted in the financial bid is included in the Technical Bid, such bid will be rejected without any reference to the Bidder. No correspondence will be entertained in this regard.

4.7 The prices quoted should remain valid for acceptance for a minimum period of 180 (one hundred and eighty) days from the date of opening of the Technical Bids. However the validity of the bid must be extended as required, upon request from Air India to enable completion of the evaluation of the bids and finalization of the Successful Bidder.

4.8 The bids should be neatly presented. Corrections, if any, should be duly authenticated with full signature of the authorised person who is signing the Tender, failing which the Tender is liable to be rejected.

4.9 Air India reserves the right to accept/reject any/all bids. Further, incomplete bids are also liable to be rejected.

4.10 Amendments, corrigendum, clarifications and due date extension if any, to this Tender will be hosted on the web site of AIL, (www.airindia.in) and no separate Notice Inviting Tender (NIT) would be issued in the newspapers or anywhere else. AIL will also not intimate the Bidders individually of the same. The Bidders are therefore, advised to visit the AIL website regularly till the date of closing of the Tender (or extended date, if any). The last amendment, if any, will be hosted a minimum of fourteen (14) days before the closing date of the Tender.

4.11 Modification of Bids. The last modified technical bid of Bidder received by AIL before the due date (or extended due date, if any) and as submitted to AIL with a signed and stamped Undertaking of the bidder requesting for withdrawal of their original bid and requesting for their modified technical bid to be accepted, which has to be complete in all respects. In such case, the modified sealed bid can be opened on the stipulated opening time and date, and such bid shall be final and binding on the Bidder. Thus, the initial original bid shall stand rescinded and cancelled.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

4.12 The modification shall also be prepared, sealed, marked and despatched in accordance with the provisions of this Tender, with the outer and inner envelopes additionally marked "modification".

4.13 No bid modified after the deadline for submission of bids shall be acceptable.

4.14 Withdrawal of Bids:

The bidder may withdraw their bid after the bid submission prior to the due date (or extended due date, if any) for submission of bids. No bid shall be allowed to be withdrawn after the opening date of technical bid. **WITHDRAWAL OF A BID AFTER THE AFORESAID PERIOD SHALL RESULT IN THE FORFEITURE OF THE EMD AMOUNT IN FULL.**

5 Evaluation criteria for the Technical bids, Commercial bids & method of arriving at L-1 bidder.

5.1 Technical bid-Evaluation:

- a. The technical bids submitted would be evaluated to verify the suitability and compliance of the bidder as to whether the applicant to the tender has the required capability, capacity and / or expertise to provide the required services under this tender. Assessment would be made to determine whether the bidders meet the requirement under Definition of A&CSP for IFE & the Scope of Work of Air India, as per the pre-qualification criteria and compliance to other terms and conditions of the tender.
- b. It may be noted that all those bidders who fully and unconditionally meet all of the Eligibility criteria listed at Annexure - B, would be declared qualified in the technical evaluation process.
- c. Firstly, the bidder's offers would be evaluated based on their response to the PQ criteria and the response to the technical information. All the conditions indicated as "MANDATORY" conditions in the Pre-Qualification Criteria (Annexure - E) response format, are to be mandatorily fulfilled and along-with the said Annexure, required supporting documents thereof are to be given, in order to qualify for the evaluation of the technical bid. Any exceptions, conditions, covenants or qualifying remarks submitted by the bidders to PQ requirements will lead to rejection of the technical bid. Bids not qualifying at the PQ Eligibility criteria stage shall not be pursued for further technical bid evaluation process.
- d. Air India reserves the right to confirm the authenticity of the bid documents or to seek clarifications independently from the references provided by the bidders in their bids, for compliance with the requirements as mentioned in the tender and supporting documents. Air India also reserves the right to seek documents /information/clarifications from the Bidders as it may deem necessary for the purpose of evaluation of the Technical Bids and to determine their compliances for this tender.
- e. The verification of the information through Inspection of site visit by the Technical Committee shall also be the part of the Technical Evaluation.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

5.2 Commercial bid-Evaluation:

The commercial bids of only those bidders who qualify in the technical bid evaluation process would be considered for evaluation. The date and time of opening of the commercial bids would be intimated in advance to the bidders who have qualified in the technical bid evaluation. Only one(1) authorized representative of the bidder, would be permitted to participate in the opening of the commercial bids. The commercial bids would be evaluated as per stated evaluation criteria at para 5.3 below.

5.3 Method of evaluation of commercial bids and arriving at L-1 offer

The A&CSP can earn Revenue by procuring and inserting advertisements in the IFE content on the AVOD system. The duration allotted for the above advertisement will be maximum 10 % of the entire IFE content space of each SVDU system only This insertion of advertisement has to be approved by AI prior to insertion and has to be exclusive and conditional basis as per specifications/ requirements of IFE systems. The above advertisements should be placed evenly throughout the duration of the entire IFE content.

Cost of procuring, encoding, integration and any other cost associated with the above advertisement and not mentioned above will be A&CSP's liability. A&CSP should give their Commercial bid after considering the above Revenue as their income. Note: L1 will be determined on the basis of sum total value of the offers received from table 1 to 25.

i.e. Amount=Nett price of 2months corresponding to flight level slab (figure in column E) X (figure in column F)X3000 Flight levels will be taken for calculation as mentioned in the method to determine L1 for Table 1 + sum total of table 2 + sum total of table 3 + sum total of table 4 + sum total of table 5 + sum total of table 6 + sum total of table 7 + sum total of table 8 + sum total of table 9 + sum total of net price of table 10 + sum total of net price of table 11 + sum total of table 12 + sum total of table 13 + sum total of table 14 + sum total of table 15 + sum total of table 16 + sum total of table 17 + sum total of table 18 + sum total of table 19 + sum total of table 20 + sum total of table 21+ sum total of table 22 + sum total of table 23 + sum total of table 24 + sum total of table 25 = net bid value.

L-1 offer from amongst the total offers received would then be decided based on the lowest final offer received and the net lowest bid value would be evaluated by Air India and such evaluated successful bidder shall be called for discussions.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

- 6 Disqualifications:** Even though the Bidders meet the aforesaid criteria, they are subject to be disqualified if the Bidder has:
- a. made misleading or false representation in the forms, statements, and attachments submitted; or
 - b. Records of poor performance of work (whether for Air India or any other company/organization) during the last 3 (three) years, as on the date of submission of the bid, such as abandoning the work, rescinding of the contract for which the reasons are attributable to the non-performance of the Bidder or its constituents, inordinate delays in completion, history of litigation / arbitration awarded against the Bidder or any of its constituents or financial failure due to bankruptcy etc.
 - c. Been into any kind of running legal dispute or arbitration in the past /present with AIL or its subsidiaries within last 5(five) years.
 - d. Has been debarred/blacklisted in India or anywhere else in the world, he should not be allowed to participate in the tender.
 - e. The bid offer has been made by an intermediary/agent/middleman.
- 7 Award of the Contract, Acceptance and Commencement**
- a. The Contract shall be awarded to the Successful Bidder vide the Letter of Intent (LOI) issued by AIL, based on the evaluation of the bids by AIL.
 - b. The Successful Bidder has to convey acceptance of the LOI within 7 days of its receipt.
 - c. The Security Deposit will be deposited by the successful bidder within 2 weeks of acceptance of LOI.
 - d. The contract will be executed between AI & the successful bidder for a period three years extendable upto further two years at the same terms & conditions at the discretion of AI. However, evaluation of the proposal for selecting the bidder would be based on the 3 years contract term.
- 8 Zero deviation:**
- Bidders are advised to quote strictly as per terms and conditions of tender document and not to stipulate any deviation / exceptions in which case, the bid would be rejected.
- 9 Earnest Money Deposit / Security Deposit:**



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

9.1 The Indian Bidders are required to pay the EMD of Rs. 4,00,000 (Indian Rupees Four lakhs only) and foreign bidders are required to pay EMD of USD 5715/- (United States Dollar Five thousand seven hundred and fifteen only).

9.2. The Indian Bidders paying in INR (Indian Rupees) should deposit the EMD through ECS or in the form of demand draft / pay order / banker's cheque/bank guarantee/letter of credit drawn in favour of Air India limited from reputed bank and payable at Mumbai. The original instrument receipt should be enclosed along with the hard copy of the technical bid, in the sealed technical bid envelope. EMD in INR shall be remitted to the following bank account.

Name of the Bank	:	State Bank of India
Address	:	New Delhi Main Branch, 11, Parliament Street, New Delhi- 110001
Account	:	11084278194
Account Name	:	Air India Ltd.
IFSC	:	SBIN0000691
Reference	:	IFSD/ENTT/A&CSP/2019/01

9.3 The foreign Bidders are required to submit the "EMD amount" in USD only. Applicable EMD amount in USD would be \$ 5715/- which is requested to be remitted through wire transfer or in the form of bank guarantee/letter of credit through Indian banks of international repute as per details given below. The foreign Bidders are specifically required to submit the proof of wire transfer of the EMD amount, along with the hard copy of technical bid in the sealed technical bid envelope. Please note that we require a copy of the document mentioning 'confirmed transfer', as given by the said bank. Copy of the document showing/mentioning 'applied' or 'pending transfer' is not acceptable. EMD in USD shall be remitted to the following bank account.

Name of the Bank	:	Citibank New York
Address	:	6th Floor, 6 New York-1043
Account	:	36872986
Account Name	:	Air India Ltd.
Swift Or Bank Code	:	Citius33
Aba	:	021000089
Reference	:	IFSD/ENTT/A&CSP/2019/01

9.4 The earnest money deposited will not carry any interest whatsoever.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

9.4.1 EMD of the unsuccessful bidders will be refunded within 60 (sixty) days after completion of the Tender process and after the award of the Contract.

9.4.2 EMD of the Successful Bidder will be returned after receipt of security deposit or bank guarantee in lieu thereof as stated in the clause of Security deposit.

9.4.3 EMD will be forfeited in the event of Bidder withdrawing or modifying their bid or fails to abide by any terms of the Tender, after opening of the bids or deviates or derogates from the conditions of the Tender or if the successful **bidder declines**/refuses to accept the Letter of Intent (LOI) and execute the contract, or declining to furnish the security deposit.

9.5 Security Deposit

The Successful Bidder will be required to deposit within 2 (two) weeks of award of LOI, an amount equivalent to 5% (five percent) of the total annual value of Contract as per the quoted rates under Price bid-Annexure-H as security deposit with Air India by a Bank Draft /Banker's cheque drawn in favour of Air India Limited payable at Mumbai, or provide an Irrevocable Bank Guarantee in the prescribed format from a nationalized bank (in the case of Indian Bidders) or from leading foreign bank (in the case of foreign Bidders), for an equivalent amount to be valid till 180 days after the completion date of the Contract. In case of extension of the Contract, the Security Deposit /Bank Guarantee shall be validated accordingly as per the instructions of AIL.

9.5.1 AIL reserves the right to review upwardly the amount of security deposit annually in case of increase of the contract value, for which the Bidder will have to make appropriate arrangements for increase in the amount of security deposit. The instrument of payment of the security deposit in original has to be forwarded by the Successful Bidder directly to the In-flight service department of Air India at the following address:

Office of ED IFS,
Air India Limited,
Inflight Services Dept.,
2nd Floor, Building No. 2,
Air India Reservation Office,
Sri Aurobindo Marg,
New Delhi 110003 India.

9.5.2 The Security Deposit will not carry any interest and the expenses incurred towards submission of instrument of payment for security deposit will have to be borne by the Successful Bidder.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

9.5.3 The Security Deposit / Bank guarantee shall be returned within 180 (one hundred eighty) days of successful completion of all contractual obligations by the Successful Bidder as determined by AIR INDIA after adjusting for penalties, deductions, etc., if any, that may be imposed under the terms of the Contract or for any amounts that are payable by the Successful Bidder and have been paid by Air India on behalf of the Successful Bidder.

9.5.4 Air India shall forfeit the security deposit in the event of delay in start of services on award of contract.

10 Invoices, Billing and Payment:

10.1 Invoices/Supporting Documents/Data Grids/Presentations/Digital copy of Content:

- i. The successful Bidder will provide tax Invoices (showing the applicable GST/ other taxes separately) for each play period, under individual heads of content & technical process as bifurcated with all necessary supporting documents signed & with company seal for verification/certification for payment.
- ii. Data Grids of IFE Content with details including runtime, for each play period & for each IFE System for Video & Audio shall be provided as required.
- iii. Data grids should reflect a detailed account of advertisements in terms of duration and distribution/ frequency.
- iv. Presentations with all details of activity for each play period shall also be provided.
- v. All IFE Content except Hollywood Content, as presented for each play period & on each IFE System, will be stored in digital format for records.

10.2 Billing :The Billing Cycle shall be the first day of the scheduled play date. The term scheduled play date has been defined in clause 1.8 on page 8 in Annexure-A.

10.3 Payment:

- i. The payment terms shall be 90 (ninety) days from the first day of the scheduled play date (1st day of the calendar month) against submission of the invoice and certification thereof by the User Department of AIL.
- ii. No Advance payment shall be made by Air India Limited.
- iii. Payment of the undisputed amounts will be made through ECS (Electronic Clearance Service) mode or by cheque if ECS is not available.
- iv. The payment shall be made after deduction of applicable Tax Deducted at Source (TDS).



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

11 Service Delivery:

- i. The Successful Bidder should start providing the services mentioned in the Tender immediately within two (2) months from the date of the Letter of Intent (LOI).
- ii. The Bidders who submit their Bid are deemed to have agreed to comply with all the conditions of this Tender including the commencement of services within the period mentioned aforesaid.
- iii. The content as per the tender requirements has to be delivered by the Bidder in Mumbai/Delhi or any other AI base as required.
- iv. The A&CSP will be required to liaise and coordinate with the Wi-Fi service provider appointed by AIL for successful integration and streaming of AI IFE content on the Seatback medium and Wi-Fi streaming.

12. Price, Contract Validity and Extension:

12.1 Validity : The validity of the Contract would be from the date of issuance of Contract and the term of the proposed contract shall be 3 years, unless terminated earlier as per the terms and conditions of the Contract.

12.2 Price : The prices offered once agreed shall remain fixed for the entire tenure of the contract of 3 (three) years. No request for change in prices for any reason, other than the due changes in the applicable GST/ other taxes rates, as noted below, shall be entertained during this period of 3 (three) years.

On aircraft where Wi-Fi is being used for streaming of the AVOD IFE content, Wi-Fi streaming would be used as a means of recovery of content being screened on AVOD, and hence would not incur a separate cost, other than the technical costs.

- i. In case of any decrease in government duties/taxes/levies if any, either by the government of the country of origin of the Services rendered or by the Government of India, the benefit of the same shall be passed on to Air India during the period of the Contract. In the event that, such benefit is not passed on to AIL, AIL shall have a right to deduct the same from the bills of the Successful Bidder and/or its Security Deposit.
- ii. Increase in government duties/taxes/levies or introduction of any new taxes by the government during the period of the Contract, the same may be borne by Air India if mandated by law and requested by the Successful Bidder. However such request will be considered only if it is substantiated with copies of valid documentary proof.
- iii. Fall Clause-The prices charged for the services supplied under the Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Airlines/Govt. organisation/PSUs/Central Govt/State Govt. during the period of contract failing which the "FALL CLAUSE" will be applicable. In case, the price charged by the



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

bidder is more, the selected bidder will provide an Undertaking providing AI to exercise the right to recover the excess charged amount from the subsequent unpaid bills/security deposit.

12.3 Contract: The “scheduled play date” shall be the 1st day of the calendar month. The scheduled play date should take into account the re-licensing of existing IFE content on board Air India aircraft until the new licensed IFE content is provided by Successful bidder on all of the Air India IFE systems. It will be the responsibility of the Successful Bidder to relicense the existing, on board, IFE content on all IFE systems or remove such content from the entertainment systems, if it cannot be re-licensed.

12.4 **Contract Extension:** The contract period, at the sole discretion of Air India, may be extended for another two years, at the same rates, terms and conditions, however subject to satisfactory performance of the Contract during the tenure of the Contract.

13. Penalties:

13.1 Liquidated damages: As time and accuracy of data is of essence, the Successful Bidder shall become liable to pay **Air India** for either or all of the following:

- i. Late delivery of media content
- ii. Performance related Penalties
 - a. Wrong delivery of media content
 - b. Quality-related error(s) in media content or meta-data

The quality standards as referred to herein include the following:

Quality content from reputed studios as mentioned for Hollywood Movies, picture quality for the master procured should be of telecast standards, picture quality after encoding and integration should play without errors on respective IFE Systems & streamed on passenger devices through Wi-Fi (As & when required by AIL after installation of the Wi-Fi facility), high resolution images for printing and Graphical User Interface in desired sizes, synopsis in Hindi and English should be grammatically correct, Aspect ratios should be well defined, subtitling language should be grammatically correct, abusive language should be edited or muted, editing of IFE Content as required.

iii. Air India reserves the right to impose by way of deductions of service/license fee and all related costs like integration charges etc. for the deficiencies above in the impacted systems, in accordance with the schedule below.

Days Late – i.e. after stipulated delivery schedule Reduction (Change 1 day to 25 %)

1 Days	10% of bill amount per playperiod
2 - 3 Calendar Days	25% of bill amount per playperiod



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

4 - 5 Calendar Days	35% of bill amount per playperiod
Beyond 5 Calendar Days	50% of bill amount per playperiod + 50% levy per playperiod

After delivery of the content, if the content does not play successfully on any or all systems it will be considered as a delay in the delivery of content and will attract penalties as mentioned above for the impacted systems.

13.2 The penalties /deductions so computed, shall be deducted from the Successful Bidder's pending invoices/or from the security deposit which has then to be replenished to the original amount/level.

13.3 Air India further reserves the right to terminate the Contract in the event of continued delay in providing Services and/or not meeting the quality standards as desired by AIL, and/or any of the reasons as listed herein, and to issue a fresh Contract on any other source at the cost and risk of the Bidder.

13.4 Air India reserves the right to levy penalties on the A&CSP for exceeding 10% of content space allocated for advertisements. The penalty thus levied would be double the % of the Invoice amount for that period for every % increase in the advertisement time. Same is explained below:

For 1 % excess content space for advertisement – Penalty would be 2 % of all the invoices for that period

For 2 % excess content space for advertisement – Penalty would be 4 % of all the invoices for that period and so on.

14. Representations and Warranties to be given by the Bidder in the Contract.

The bidder should provide the following representations and warranties as regards to the Contract to be executed, which shall remain true and valid throughout the term of the Contract:

14.1. It is a company duly incorporated and validly existing under the laws of its incorporation.

14.2 It has the requisite power, authority and legal right and has taken all actions necessary on its part, to validate, execute and deliver this Contract and the performance of the obligations there under.

14.3 The Contract shall constitute a legal, valid and binding obligation against it, and is enforceable against it in accordance with the terms herein.

14.4 The execution, delivery and performance of the Contract shall not conflict with, result in the breach of, or constitute a default under any law, rule, regulation, authorisation or approval of any government agency or body, or under the terms of any covenant, agreement, understanding decree



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of applicable laws.

14.5 It shall employ personnel who are qualified and competent to render the Services as mentioned herein. The payment of salaries, wages, provident fund, gratuity etc., to its personnel, shall solely be the responsibility of the Successful Bidder. It is hereby clarified that, the personnel of the Successful Bidder shall not be deemed to be employees of AIL.

14.6 It undertakes to comply with various applicable labour laws of the land as applicable from time to time and further shall be solely responsible for any cost and consequences on account of any breach and/or non-compliance of any other provisions of labour Laws and shall indemnify AIL against any claim/cost/remedies and penalties in respect of breach of any of the provisions of the laws in force.

14.7 It shall compensate AIL for any damage or loss or caused to the premises/equipment/property of AIL or any third party on account of negligent act/ performance on the part of its personnel.

14.8 It shall perform all its obligations under the Contract with due care and diligence and in a skilful and business-like manner.

14.9 It shall comply with all such directions issued by AIL from time to time.

14.10 It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by applicable law which may result in any material adverse effect or its ability to perform its obligations under the Contract.

14.11 It has complied with all applicable laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, has or may have a material adverse effect on its ability to perform its obligations under the Contract.

14.12 There are no actions, suits, proceedings, or investigation pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in a breach of the Contract or which individually or in the aggregate may result in any material impairment or its ability to perform its obligations under the Contract.

14.13 It is and shall be able to pay its debts as they fall due for payment and is otherwise solvent as per applicable laws, it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed for the whole or any part of its assets or any right, it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

or suffered any action analogous to any of the foregoing.

14.14 It is not in breach of any agreement with any person who has provided loans, deposits, advances, guarantees or other financial facilities to it.

14.15 All taxes due and payable by it have been paid, and all tax returns and reports required to be filed by it have been correctly filed and on time. There are no claims now pending or matter under dispute with any taxing authority in respect of any tax of the Successful Bidder.

14.16 It shall be responsible for the payment of all and any taxes including income tax and all similar taxes and levies in respect of its fees, duties, fines, penalties, etc., by whatever name called as may become due and payable under any laws, rules and/ or regulations as may be prevalent and as amended from time to time in relation to the services rendered under the Contract.

14.17 It shall obtain the necessary permissions and licenses from the concerned authorities for the purposes of the Contract. Further, to keep the said permissions and licenses valid and subsisting at all times during the term of the Contract. In the event that it omits or fails to obtain any requisite permission or license from the concerned authorities then it shall indemnify and keep indemnified AIL against all losses, costs, or damages that may be suffered by AIL as a result of such omission or failure.

15. Subcontracting: (Except for those activities mentioned in 'Annexure F' Table 2 of Part 2)

The essence of the Tender is that there will be no sub-contracting or delegation or outsourcing of any of the Services to any entity other than the applicant/bidder. The Successful Bidder shall not sub-contract, or delegate or outsource any of the Services to a third party. In the event the Contract is sub-contracted or assigned AIL reserves its right to terminate the Contract and take appropriate action against the Successful Bidder for breach of the Tender conditions, however even for sub-contracting activities the Successful Bidder shall at all times remain liable to AIL for the same.

16. Recovery of sums due :

16.1 Whenever under this Contract any sum of money is recoverable from the Bidder, Air India shall be entitled to recover such sum from the monthly bills and the security deposit held by Air India.

16.2 In the event of the said security deposit being insufficient, the balance of the total amount recoverable shall be deducted from any sum due to the Bidder under this or any other Contract with Air India.

16.3 Also, should this amount be insufficient to cover the said amount recoverable, the Successful Bidder shall pay to Air India on demand the balance amount, if any, immediately but not



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

later than 14 (fourteen) days of the demand along with the interest @ 18% (eighteen percent) per annum from the due date specified in the demand notice.

16.4 If any amount due to Air India is so set off against the said security deposit, the Successful Bidder shall have to make good, the said amount immediately but not later than 14 (fourteen) days, in order to restore the Security Deposit to its original value. Non restoration of such Security Deposit will be treated as an event of default, leading to right of Air India to take appropriate remedial action, including termination.

16.5 AIL reserves the right to deduct from the Successful Bidder's invoice, for loss or damage caused to AIL Employees/ cargo/ plant / equipment / machinery / building or any other property of AIL or any damage caused to any third party by negligence or due to reasons attributable to the Successful Bidder including its employees.

17. Confidentiality :

17.1 The Bidder/Successful Bidder/AIL shall at all times keep confidential, all information acquired in consequence of this Tender, including (without limitation) the information concerning the technology, technical processes, business processes, procedures, personal data, business affairs, financial affairs of each other (hereinafter referred to as Confidential Information). Confidential information means information that is designated as 'confidential' or which by its nature is clearly confidential.

17.2 The Bidder/Successful Bidder/AIL shall not disclose the confidential information to any other third party, without the prior written consent of each other, or required to be disclosed at law.

17.3 However, they may be entitled or bound to disclose such Confidential Information under compulsion of law and to comply with applicable laws or under a valid order of a competent court where requested by governmental or regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.

17.4 As such, the Bidder/Successful Bidder/AIL agree to keep such Confidential Information as strictly confidential and shall disclose the same to their employees/professional advisers only on a 'need to know' basis.

17.5 The Bidder/Successful Bidder/AIL agree that any such information received by it shall be (1) protected and kept in strict confidence, using the same degree of care and safeguards as it uses to protect its own information of like importance, but in any case no less than a reasonable degree of care, (2) not to use Confidential Information for any purpose other than to carry out its respective obligations under this Tender



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

17.6 A breach of this confidentiality may result in the Contract being terminated in addition to any other remedy the Bidder/Successful Bidder/AIL may have.

18. Extension/Termination of the Agreement/Contract:

18.1 The Contract may be terminated under the following circumstances:

- 18.1.1 The validity of the contract/agreement comes to an end IPSO FACTO by efflux of time unless otherwise renewed/ terminated. The contract period shall come into force as specified in the executed agreement. There shall be no lock-in period under the contract.
- 18.1.2 If there is a breach or non-observance/non-fulfilment by the Successful Bidder of any one or more of its obligations under the contract and/or contractual documents, if any, and such breach or non-observance/non-fulfilment continues for a period of three months or more, after receipt of notice from Air India to remedy such breach or non-observance/non-fulfilment, then Air India shall without prejudice to its other rights under any contract and/or contractual documents, if any, shall have the right to terminate the Contract or any relevant part thereof. In such case, the Successful Bidder shall not be entitled to any compensation whatsoever for costs incurred or to be incurred on this account.
- 18.1.3 If there is a change in Air India's requirement as regards the obligations of the Successful Bidder stipulated in Tender, the Contract shall be terminated with (3) three months' advance notice.
- 18.1.4 In the event of breach of confidentiality, the contract can be terminated by Air India with (3) three month's notice period.
- 18.1.5 The Contract can be terminated by AIL with (3) three months' notice during the term of the Contract without assigning any reasons and liability on AIL.
- 18.1.6 In case of failure of the Successful Bidder to perform its obligations to the satisfaction / requirements / standards of AIL or the disqualifications of the successful bidder as specified under this tender coming to the notice of AI, AIL reserves the right to claim



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

from the Successful Bidder for any loss sustained due to unsatisfactory performance of the Contract, including the right to terminate the Contract. Such disqualifications leading to immediate termination of contract by AI are as under:-

- a. made misleading or false representation in the forms, statements, and attachments submitted;
 - b. Records of poor performance of work (whether for Air India or any other company/organization) during the last 3 (three) years, as on the date of submission of the bid, such as abandoning the work, rescinding of the contract for which the reasons are attributable to the non-performance of the Bidder or its constituents, inordinate delays in completion, history of litigation / arbitration awarded against the Bidder or any of its constituents or financial failure due to bankruptcy etc.
 - c. Been into any kind of running legal dispute or arbitration in the past /present with AIL or its subsidiaries within last 5(five) years.
 - d. Has been debarred/blacklisted in India or anywhere else in the world, he should not be allowed to participate in the tender.
 - e. The bid offer has been made by an intermediary/agent/middleman.
- 18.1.7 AIL may at any time terminate the Contract with immediate effect, if bankruptcy or liquidation proceedings are commenced or likely to be commenced against the Successful Bidder or if it enters into or is likely to enter into any arrangement or compromise for the benefit of its creditors generally or if a liquidator or receiver is appointed for its assets.
- 18.1.8 AIL may terminate the Contract with immediate effect, if it comes to the knowledge of AIL that, the Successful Bidder has obtained the Contract vide non-bonafide methods of competitive bidding.
- 18.1.9 The Successful Bidder shall have the right to terminate this Agreement after giving a 6 (six) months advance notice to AIL, of its reasons for termination. During this period of 6 (six) months, AIL and the Successful Bidder, may initiate discussions for the purpose of resolution of the said reasons. In the event a resolution is achieved by AIL and the Successful Bidder, the Contract shall not be terminated and the Successful Bidder shall provide the Services, in the same manner, as it was providing prior to such notice of termination.
- 18.1.10 For the avoidance of any doubt it is hereby clarified that the Successful Bidder during



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

the aforesaid notice period shall continue to provide the Services, in the same manner, as it was providing prior to such notice of termination served by AIL on the Successful Bidder or vice versa.

18.1.11 In case the vendor serves the termination notice before exhaustion of 40% of the contract value or quantity, they will be debarred from participating in the immediate next tender for that particular item/service.

19. Integrity Pact:

All Bidders shall sign the integrity pact with Air India and submit the same along with their technical bid. The Integrity pact document is attached as Annexure – J of this Tender document.

20. Contract survivability:

In the event the Successful Bidder is acquired by, or merges with another company/entity/organization by operation of law or in any other manner, the terms and conditions of the Tender/Contract applicable to the Successful Bidder shall remain in full force and effect on the new entity and the Successful Bidder shall at all times remain liable to Air India, with regard to the obligations mentioned herein. Air India shall however have the discretion and option to terminate the Contract in such an event.

21. Compliance with the applicable laws:

The Successful Bidder shall comply with all laws in force in India and in force in the countries from where the in-flight entertainment content is procured and comply with all the laws whether prevailing in India or elsewhere with regard to the Services as mentioned in this Tender. The laws will include all national, provincial, municipal, or other laws that affect the performance of the contract and are binding upon the Successful Bidder. The liabilities of all statutory /legal mandatory regulations /obligations regarding manpower / product / services will be borne by the Successful Bidder. The Successful Bidder should indemnify Air India from any breach of any government regulation/infringement of laws- such as the copyright act, trademark act, unlawful viewing, PF regulation, ESI regulation, Labour laws, Minimum wages act, etc.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

22. Indemnity :

- 22.1 The Successful Bidder shall indemnify AIL against the payment of penalty/third party claims/damages/loss of property of AIL, its subsidiaries or any other party arising due to the negligence on the part of the Successful Bidder and/or its employees.
- 22.2 The Successful Bidder shall also indemnify AIL for making good any claim/penalty/loss or damages, including costs (including counsel fees and legal cost) thereof, in respect of any breach or violation of any provision of any law, including labour laws governing the employees of the Successful Bidder. In case of any failure to make good the above/any losses/expenses to AIL, the same shall be deducted from the amount to be paid to Successful Bidder, as per the bills raised, or may be deducted from the security deposit or from any payments to be made to the Successful Bidder under the Contract.
- 22.3 For the avoidance of any doubt it is hereby clarified that the Successful Bidder shall be solely liable for accidents, injuries, death and/or damages caused to any individual/s and/or property of AIL and/or any third party, due to negligence of its employees, during the performance of their duties under the Contract and shall indemnify AIL and/or its employees, from costs or liabilities, arising there from (including counsel fees and legal costs).
- 22.4 The Successful Bidder shall be liable to keep AIL indemnified against any claim or claims whatsoever and any liabilities that may arise on account of the Successful Bidder's failure to comply or adhere with any statutory obligations, legislation, regarding the laws governing intellectual property rights whether in India or any other country as applicable. AIL shall be entitled to deduct any amounts to make good the above/any losses/expenses incurred by AIL on account of such claims or liabilities. The decision of AIL as to the amounts to be deducted shall be final and binding on the Successful Bidder.
- 22.5 The provisions of this Article shall survive the termination or expiration of the term of the Contract.

23. Dispute resolution and arbitration

- 23.1 Any dispute arising between the Bidder/Successful Bidder and AIL in respect of the construction, interpretation, application, meaning, scope, operation or effect of this



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

document or the validity or breach thereof, shall first be settled by negotiations between the authorised representatives of the Bidder/Successful Bidder and AIL (Parties).

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

24. Jurisdiction:

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

25. Force Majeure:

- 25.1 The Bidder/Successful Bidder/AIL (herein referred Party/Parties) shall not be liable for, nor be in default by reason of any failure or delay in discharge of its obligations under this Tender/Contract, where such failure or delay is caused by any act, including but not limited to any act of God, action or inaction of government authorities, fire, flood, gales, storm, lightning, earthquake, explosions or other catastrophes, accidents, weather, power failure or shortage of power, riot, war declared or undeclared), warlike operations, act of terrorism, boycott, embargo, rebellions, sabotage, epidemics, quarantines, lock out, restrictions on travel based on travel advisories of any governmental entity, unavailability of the usual means of transportation, hostilities, revolution, civil commotion or public disorder or any other cause beyond its control.
- 25.2 The Party encountering and affected by such causes and event shall inform the other in writing immediately of such an occurrence event and will shall use its best reasonable efforts to minimize the economic and other effects and rectify as soon as possible any harm or delay created thereby shall reasonably allocate its available resources, giving priority to their obligations under this Tender/Contract.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

- 25.3 For the avoidance of any doubt it is clarified that, payment obligations of AIL shall be excused due to an event of Force Majeure.

26. Inspection Clause:

- 26.1 Air India reserves the right to inspect the production and other facilities of the Bidders, in order to assess their infrastructure and capability to produce and deliver the Services during the technical evaluation process as per details in Annexure 'F' in order to establish the capability of the Bidder's to comply with the terms and conditions of this Tender including the commencement of services within the period mentioned aforesaid. For the avoidance of any doubt it is hereby clarified that the term "existing facilities" referred to herein means the facilities as mentioned in Annexure-E.
- 26.2 Air India further reserve the right to inspect the production and other facilities of the Successful Bidder's branch office/Indian office/subsidiary or Indian Partner's office in India, at any time during the Contract period in order to confirm consistency of quality of the Services to be rendered & also at any time during the contract period.

27. Grounds for Rejection of bids

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

- (a) If the Tender has been received after the closing date / time of the tender.
- (b) If only the technical bid has been received and the Commercial bid has not been received, and vice versa.
- (c) If the Tender has been received by email or fax or in any other manner as the one mentioned in the Tender, instead of in separate sealed /closed covers.
- (d) If the Tender has not been signed by the authorized signatory of the Bidder.
- (e) If the technical bid has been received without EMD or if the EMD has been submitted in a mode other than as specified in the Tender.
- (f) If the Tender is received without the signed integrity pact in the technical bid.
- (g) If the bidder's response is not received in sealed condition and if the bids are not deposited in the tender box at the designated address as mentioned in the tender document.
- (h) If the information given in response to the Tender is incomplete, ambiguous, without requisite supporting documents, unverified, unattested and/or submission of illegible copies or unexplained materials and/or bids not received as per the desired formats & bidding instructions.
- (i) If the price bid indication has been provided in the technical bid response.
- (j) If the bid response is not presented neatly and corrections if any are not duly authenticated with full authorised signatures of the person who has signed the bid document,



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

- (k) If the bid has been received without the undertaking of acceptance of all terms & conditions.
- (l) If the bid (technical/price) is incomplete.
- (m) The above list is only illustrative and there can be other relevant grounds of rejection of bids.

28. Compliance of Safety regulations:

Successful bidder of the contract should be liable for compliance and shall be solely responsible for all safety and security regulation on AIL and the airport authority or any other regulatory body/agency associated therein.

29. Benefit to Micro and Small Enterprises (MSEs)

29.1. As per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification No. 503 dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprise of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012.

- a) District Industries Centres (DIC)
- b) Khadi and Village Industries Commission (KVIC)
- c) Khadi and Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation (NSIC)
- f) Directorate of Handicraft and Handloom
- g) Any other body specified by Ministry of MSME

29.2. MSEs participating in the RFQ must submit the certificate of registration with any one of the above agencies indicating the details of the particular RFQ item along with their bid.

29.3 The MSEs registered with District Industries Centres must submit the "Acknowledgement of Entrepreneur Memorandum (EM) Part-II" along with their bid. The MSEs registered with National Small Industries Corporation (NSIC) must submit the valid NSIC registration certificate along with their bid.

29.4 The Micro and Small Enterprises not registered for the particular trade/item for which the RFQ is relevant, would not be eligible for exemption/preference.

29.5 The registration certificate issued from any one of the above agencies must be valid as on close date of the RFQ. The successful bidder should ensure that the same is valid till the end of the contract period.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

29.6 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 RFQ, are not eligible for exemption/preference.

29.7 Exemption from submission of Earnest Money Deposit (EMD) - The MSEs registered with above mentioned agencies/bodies are exempted from payment of Earnest Money Deposit (EMD).

29.8. Purchase Preference – The MSEs registered with above mentioned agencies/bodies for the RFQ item and quoting price within a price band of L1+15 % shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from other than a MSE and such MSE shall be allowed to supply upto 20% of total RFQ quantity.

In case of more than one such MSEs are in the price band of L1+15 % and match the L1 price, the supply shall be shared proportionately (to RFQ quantity).

29.9. Preference for MSEs owned by Scheduled Castes or Scheduled Tribes – 5% of the tender quantity will be reserved for MSEs owned by SC/STs. In the event of failure of such MSEs to participate in RFQ process or meet the RFQ requirements and L1 price, 5% quantity for MSEs owned by SC/ST entrepreneurs shall be met from other MSEs.

30. Make in India

30.1 In line with the preference to 'Make in India' policy of GOI, purchase preference shall be given to local/domestic bidder in all procurement of Goods & Services in the manner specified below. The minimum local content shall be 50% for the local manufacturers to be eligible for purchase preference under "Make in India" programme.

30.2 Among all qualified bids the lowest bid will be termed as L1. If L1 is from a local/domestic bidder and happens to be a MSME Unit, then the contract for full quantity will be awarded to L1 bidder.

30.3 However, if the L1 is a local/domestic bidder, who is not an MSM quantity will be awarded to the L1 local/domestic bidder and the balance 25% will be awarded to the MSME unit/s in accordance with preference policy for MSME units i.e. if there are more than one MSME within the L1 + 15% price band then the distribution will be done equally among them from the 25% quantity.

30.4 If the L1 bid from a Nonlocal/domestic bidder, then 50% of the order quantity shall be awarded to L1 bidder. Thereafter, the lowest among the local/domestic bidder will be invited to match the L1 price for the remaining 50% quantity, subject to the local/domestic bidder's quoted price falling within the



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

margin of preference of 20%. If the local/domestic bidder happens to be MSME unit and agrees to match the L1 price then, the balance 50% of the tendered quantity shall be awarded to such local/domestic bidder matching the L1 price. In case such lowest eligible local/domestic bidder fails to match the L1 price or accepts less than the offered quantity, the next higher local/domestic bidder within the 20% margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on and so forth. The contract shall be awarded accordingly. In case some quantity is still left uncovered on local/domestic bidder then such balance quantity may also be ordered on the original L1 bidder.

30.5 If the L1 is from a Non local/domestic bidder and the L2 is from the local/domestic bidder who is not a MSME unit (but is within 20 % margin of purchase preference) and agrees to match the L1 price but However, there is a MSME unit within the L1+15% price band then the local/domestic L2 bidder will be eligible for award of 25% of the tender quantity and the MSME will be eligible for 25% of the tendered quantity, provided they agree to match the L1 price. If there are more than one MSMEs within the L1+15% price band then the distribution will be done equally among them from the 25% quantity. In case such lowest eligible local/domestic bidder fails to match the L1 price or accepts less than the offered quantity, the next higher local/domestic bidder within the 20% margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on and so forth. The contract shall be awarded accordingly. In case some quantity is still left uncovered on local/domestic bidders then such balance quantity may also be ordered on the original L1 bidder.

NOTE: In case local/domestic bidder are available within the purchase preference margin of 20% and they are willing to match the L1 price of the non-local/domestic bidder, then the percentage of business to be awarded to the non-local/domestic bidder will not exceed 50%, irrespective of the ratio declared in the tender document.

31. Benefits to Start-up Companies :

31.1. Start-up companies (whether MSME or Non-MSME) will be exempted upto 50 % of the criteria for prior experience and criteria of turnover.

31.2. However, the certificate of being a Start-up company issued by the relevant ministry should be submitted in the technical bid for availing this exemption.

31.3. Please note that the bidder should have a valid 'Certificate of Recognition' as on close date of the tender. Bidders who have applied for or if their certificate is under process will not be eligible for this exemption.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

FOR AIR INDIA LIMITED

**EXECUTIVE DIRECTOR (IFS),
NEW DELHI**



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Tender for appointment of Advertising and Content Service Provider for In-flight Entertainment on-board Air India aircraft

PRE-QUALIFICATION CRITERIA FOR THE TENDER
Tender ref: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019.

Annexure - B

Bidder applicants must read carefully the minimum conditions of eligibility provided at Annexure-B and provide compliances statements for each of the Mandatory Pre-qualification (PQ) eligibility criteria as noted. Proposals of the Bidder Applicants who fulfil the pre-qualification requirements, and submit documentary supports in proof thereof along with the Technical Proposal, will only be eligible for evaluation of the Technical Proposals. Bidder Applicants are required to indicate the compliance status for each of the PQ criteria by stating Yes or No. No to any one of the criteria will result in disqualification of the bid as these are mandatory PQs.

For Bidders to become technically qualified, it is necessary and essential to meet the criteria as mentioned herein. Necessary documentary proofs in respect of each of the following needs to be enclosed along with technical bid. Further Annexure-E & Annexure-F, must be duly filed by every Bidder as part of the technical bid.

PQ Criteria No.	Pre-Qualification (PQ) Eligibility Criteria-MANDATORY REQUIREMENTS	Indicative list of certified documentary evidences to be attached with the Technical Proposal for the relevant PQ criteria compliance
-----------------------	--	---

1.a.	The prospective Indian Bidder shall be an Advertising and Content Service Provider (A&CSP), of repute falling within the definition as mentioned in Annexure-C Clause B, duly incorporated and validly existing under the Indian Companies Act, 1956. In case the Indian bidder has a collaboration/partnership with a foreign A&CSP, it should be duly incorporated and validly existing under the foreign laws of its incorporation.	Submit self-certified copies of documents on Bidder Applicant's own name on the Letterhead of Bidding entity under Signature and Stamp of the CEO of the entity <u>attaching the following documents</u> to fulfil the PQ requirements such as:- 1. Business registration documents such as from Incorporation Certificate from Registrar of Cos., Registrar of firms, Shops & Establishment registration, etc., and 2. Registration/Licensing authority/professional agency/regulator paper in support thereof evidencing operational advertising and content services business. 3. In case of collaboration, the response to the tender must come only from the Principal Bidder. The documents for each of the bidding entities (the Indian and the foreign
------	--	---



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

1.b.	<p>The aforesaid Indian A& CSP, shall therein, take the lead role, prime responsibility, the ownership and overall execution of the Contract.</p> <p>It is hereby clarified that the said Indian Bidder shall have a full-fledged functioning office as per Annexure F in India, for the purpose of satisfying the terms and conditions mentioned in the Tender.</p> <p>OR</p> <p>The prospective Foreign Bidder, shall be an Advertising and Content Service Provider (A&CSP) of international repute, having as per Annexure F, a fully functional branch office/ Indian office/subsidiary /Indian Partner who is a A&CSP of repute in India, both falling within the definition of A&CSP, as mentioned in Annexure-C, Clause B. Further the aforesaid shall be Companies, duly incorporated and validly existing under the foreign laws of its incorporation in case of the said foreign A&CSP, and under the Indian Companies Act, 1956 in case of a A&CSP in India.</p> <p>In the absence of a fully functional branch office in India, the successful bidder must ensure establishment of the same within 60 days of issuance of LOI, which should be duly maintained during</p>	<p>bidding entities) be submitted of the countries of their entities registrations along-with the existing valid collaboration agreement including the objectives, roles and responsibilities of each member in performance of the assignments under the subject tender.</p> <p>4. In absence of existing branch office in India, the foreign bidder applicant should undertake to provide the following self-certified documents</p> <p>i. Valid License fees/Space rental agreements. (The branch office has to be maintained throughout the duration of the contract.)</p> <p>ii. Third party billing documents (property tax, telephone, electricity bills) during last 3 months for the utilities confirming occupation.</p> <p>iii. List of manpower at each such office in India and details of other infrastructure (self-certified) on a letterhead of the bidder.</p> <p>iv. In case of collaboration, the lead bidder has to confirm availability of such facilities sharing arrangement by way of providing space sharing rental agreement to be valid throughout the period of contract.</p> <p>5. A write up (on Bidder Applicant's letterhead self-certified) about the company / firm, its standing and past work done. (Not exceeding 2-3 pages).</p>
------	---	--



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

	<p>the validity of the contract.</p> <p>The aforesaid fully functional branch office/Indian office/subsidiary/partner, will take the lead role and prime responsibility for the overall execution of the contract.</p> <p>It is hereby clarified that the said Indian office shall be fully functional as per Annexure F in India for the purpose of satisfying the terms and conditions mentioned in the Tender. Or in case of an Indian subsidiary/partner, the same shall have a full-fledged functioning office in India, for the purpose of satisfying the terms and conditions mentioned in the Tender.</p>	
2.	<p>The prospective Bidder for this tender, must be able to demonstrate experience with planning, scheduling, managing and delivering content for the Thales AVOD system as well as the Panasonic AVOD system.</p> <p>2 (a) The Bidder should have been in the IFE Content Service Provider business since 2 (two) years preceding the date of issue of this Tender, with</p>	<ol style="list-style-type: none"> 1. List of all the airline clients on bidder's letterhead with the period of contract and nature of CSP services provided-self certified. 2. Copies of the awards/contracts of at least 2 airlines (scoring out financials), more can be provided. 3. Contact reference details (names, designation, email ids, phone nos.) of such 2 existing customer airlines for independent validation/confirmation by AI. 4. Letters of recommendation/successful execution of similar work from two (2) of its international airline clients. 5. Provide copies of the currently valid licensing rights for



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

	<p>at least 2 international airline clients with an IFE equipped fleet, since the last two (2) years preceding the date of issue of this Tender.</p> <p>2(b) Air India requires the contact details for at least two (2) airline clients for reference checks. This must include those airlines mentioned in response to point no 2(a) above.</p> <p>2(c) The prospective Bidder for this Tender, should provide letters of recommendation/successful execution of similar work from two (2) of its international airline clients, mentioned in response to point no 2(a) above.</p> <p>2 (d) The prospective Bidder must provide proof of licensing rights for usage of content for IFE from 3 Hollywood studios and 3 Indian film distributor / Studios the last one year.</p> <p>Documentary evidence in support of the above must be made available in the Tender submission.</p>	<p>usage of content for IFEs from</p> <ol style="list-style-type: none"> Min. 3 Hollywood studios and Min 3 Indian film distributor / Studios.
3.	<p>The prospective Bidder for this Tender must be registered with the Airline Passenger Experience Association (APEX), previously known as the World Airline Entertainment Association (WAEA) and the Bidder must undertake to maintain full membership during the duration of the Contract. The technical quality of content/services provided must be compatible with various systems onboard Air India fleet, or higher than the Airline Passenger Experience Association</p>	<p>Bidder to provide a written Undertaking on letterhead to :-</p> <ol style="list-style-type: none"> 1. Certificate or valid proof must be provided with the Tender submission of bidder's membership with APEX. 2. Maintain the technical quality of content/services provided must be compatible with various systems on board Air India fleet, or higher than the Airline Passenger Experience Association (APEX) standards. 3. To maintain full membership of APEX during the entire duration of the Contract.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

	(APEX) standards.	
4.	<p>The Bidder shall provide Air India with a list of Key Account Manager/s who will manage the work elaborated in the Definition of A&CSP for IFE as explained in Annexure 'C' - Functional Requirements for IFE and must be based in Mumbai/Delhi. Such key Account Manager/s should preferably have experience of at least 2 continuous years, relating directly to the IFE industry & the functions of an A&CSP.</p>	<p>Key Accounts Manager-to be available exclusively for AI contract execution and performance. Detailed Profile (<i>personal details, qualifications, certifications, experiences in last 2 years esp. in A&CSP businesses</i>) of the Key Accounts Manager on the bidder letterhead countersigned by the key account manager.</p> <p>Similar details of a Team of skilled manpower resources to be provided on the bidder's letterhead.</p>
5.	<p>The Bidder must furnish Air India with documentation from the owners of content, verifying permissions to facilitate lawful viewing of all content (including Early Window Content) for purposes of selection, integration & final screening of content on all Air India IFE systems & also through streaming by Wi-Fi onboard the Air India fleet. The documentation must fully indemnify Air India against all litigation arising from infringement of copyrights, piracy & unlawful viewing of content. The above would cover all content sourced by the A&CSP.</p> <p>a. All costs associated with viewing for screening purposes & integration of content must be borne by the A&CSP.</p> <p>b. The Bidder should agree and confirm that he will maintain Initial Licensing Period /Timelines etc. as specified in Annexure C, Table 2 and Table 3 thereof.</p> <p>c. The Bidder agrees to undertake that all product and services delivered by the A&CSP must be free from any claim, by way of infringement of copy right, licenses, permissions, approvals, trade mark, industrial design etc. and</p>	<p>1. Bidder to provide Undertaking on a letterhead (current dated) attaching therewith the</p> <ol style="list-style-type: none"> supporting documentation for the rights from the owners of content. verifying permissions to facilitate lawful viewing of all content (including Early Window Content) for purposes of selection, integration & final screening of content on all Air India IFE systems. Permissions to provide streaming by WiFi on board the Air India fleet. <p>2. The aforesaid Bidder's Undertaking (self-certified) to include full indemnity to Air India for the entire duration of contract and one year claim period thereafter against any/all litigations/claims arising from alleged infringement of copyrights, piracy, unlawful viewing of content, licenses, permissions, approvals, trademark, industrial design, etc.</p> <p>3. The Bidders Undertaking should include declaration that all costs associated with viewing for screening purposes & integration of content shall be borne by the A&CSP service provider.</p> <p>4. Signed Undertaking (self-certified) that Bidder will maintain Initial Licensing Period and Timelines etc. as specified in Annexure C, Table 2 and Table 3 thereof.</p>



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

	the A&CSP has to indemnify Air India against any claims for such infringement.	
6.	<p>Bidder's financial capabilities- Average Annual turnover(A&CSP Business globally) for the bidding entity in the last three financial years i.e. in case of Financial Year is Apr-March for the 2016-17, 2017-18 and 2018-19 arising out of providing IFE content to airlines for the last 3 years should be at least Rs. 10 crores. For Bidder having Accounts with Calendar Year, similar data needed for the Calendar Year period 2016, 2017 and 2018. In case 2018-19 audited figures not available provide one earlier year's (2015-16).</p>	<ol style="list-style-type: none"> 1. Audited Balance Sheet and Profit & Loss Statement for last three financial years i.e, 2016-17, 2017-18 and 2018-19. (or Calendar Years 2016, 2017 and 2018 where the accounting years are so)are to be submitted as documentary evidence, 2. A certified statement verified by a Chartered Accountant (Statutory auditor)on such CA letterhead with Membership no., signed subsequent to tender date, showing the Actual turnover from the A&CSP activities/business in support of the Minimum Average Annual Turnover, and also show the total turnover(gross). 3. For collaboration bids, such CA certificate in respect of the Lead member and for the affiliate/associate company (not more than one such associate bidding under this tender) to be provided along-with a total turnover certificate complying with the Min. turnover criteria, along-with supporting Annual accounts of such bidding entities.
7.	<p>In case of an Indian Bidder a copy of valid GST Registration Certificate and Permanent Account Number (PAN) must be submitted along with the technical bid. In case of a foreign bidder the GST Registration Certificate and Permanent Account Number (PAN) of its Indian Advertising and Content Service Provider (A&CSP) collaboration partner or that of its office in India needs to be provided.</p>	<p>The following to be submitted with the Technical Bid with the self-certified copies by the authorized signatory</p> <ol style="list-style-type: none"> 1. Country of Incorporation & Residence 2. Indian Permanent Account Number-PAN 3. GST registration certificate with the locations registered. 4. In case of foreign bidder, provide the following additional documentation of the Supplying Entity for the Year 2019 and onwards to be provided annually in January every Calendar year- <ol style="list-style-type: none"> i. Tax Residency Certificate containing tax residency declaration and unique identification no. duly certified and stamped by the tax authorities ii. Form 10 F under Indian Income Tax laws containing a Declaration form duly filled, signed and stamped by authorised signatory of Entity. (Downloadable from website of Income Tax India.) iii. No Permanent Establishment (NoPE)Certificate on Letterhead duly signed and stamped iv. In the event there is any declared Permanent Establishment of the entity in India, the applicable Indian Income tax would be applicable for which the tax deduction at source (TDS) under Indian Income tax would apply.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

8.	The Bidder must enclose the EMD amount of Rs 4,00,000 (For Indian Bidders) or USD 5715 (For foreign bidders).	Bidder in an Undertaking to be given on their letterhead are required to provide a copy of the remittance proof of EMD or attach a copy of the cheque/draft submitted as EMD, such proof to be attached with their technical bid submitted in sealed cover to AI.
9.	The Bidder must bid for all services mentioned hereunder in the Work-scope. (including points 1-8 in Para B at Annexure – C). Please note bidding of part services will be rejected.	1. Bidder to provide confirmation on their letterhead duly signed by their authorized signatory of the complete acceptability and offer written specific confirmation to replace any defective Contents after delivery, for which right of penalty with AI would remain. 2. Partial or conditional acceptance may lead to rejection of the bid.
10.	The Bidder must undertake to replace the IFE Content after delivery, in case it is found defective in IFE Systems.	Bidder to provide confirmation on their letterhead duly signed by their authorized signatory of the complete acceptability and offer written specific confirmation to replace any defective Contents after delivery, for which right of penalty with AI would remain.
11.	The Bidder must sign the Integrity Pact document attached along-with this tender document as Annexure – J and submit the duly signed document along with their technical bid response.	Bidder to provide a signed and accepted Integrity pact without any change and resubmit the same to Air India.

FOR AIR INDIA LIMITED

**EXECUTIVE DIRECTOR (IFS),
NEW DELHI**



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Tender for appointment of Advertising and Content Service Provider for In-flight Entertainment on-board Air India aircraft	
FUNCTIONAL REQUIREMENTS FOR THE TENDER Tender ref: IFSD/ENTT/A&CSP/2019/01 dated 30 th Aug .2019.	Annexure - C

Air India presents herewith the Functional requirements that are required to be understood and complied with, by the prospective bidders in its response to the tender document.

A) Introduction and General Details

Air India Ltd and its subsidiaries (hereafter referred to as AI), invites bids for appointment of an Advertising and Content Service Provider for In-Flight Entertainment (IFE) on-board Air India aircraft, hereinafter referred to as A&CSP & the Definition of A&CSP for IFE is further outlined in the next Point No B.

Other Acronyms & for the sake of brevity the following is noted:

- i. Air India Ltd and its subsidiaries hereafter called Air India or **AI**.
- ii. In-flight entertainment, hereafter referred to as **IFE**.
- iii. Advertising and Content Service Provider, hereafter referred to as **A&CSP**.
- iv. Video and Audio programmes, Audio CDs, Audio books, Movies, Films, Short Subject programmes, Interactive Games, PRAMs, flight safety videos, flight amenity videos hereafter referred to as **IFE content or content**.
- v. Audio Video on demand hereafter referred to as **AVOD**
- vi. In-flight entertainment systems on IFE system equipped aircraft are Thales i4000, i5000, i8000, AVANT systems, Panasonic systems, Wi-Fi streaming, or any new IFE system inducted by Air India during the duration of the contract, hereafter referred to as **IFE systems**.
- vii. In-flight Service Department, hereafter referred to as **IFSD**.
- viii. Earnest money deposit hereafter referred as **EMD**.
- ix. Security deposit hereafter referred as **SD**.
- x. Free of Cost as **FOC**

Other Abbreviations Used: **Abbreviations Used _ Airline Release Date – ARD , As Required By Air India -ARAI, Bengali – BEN, Classic – CLSC, Encoding – ENCDNG, English – ENG, Episodes – EPSDS, French – FRA, Fortnightly - FRTNLY , German – GER, Gujarati – GUJ, Hindi – HIN, Hollywood – HLYWD, IFE Content – IFEC, IFE Systems – IFES, Initial Licensing period - ILP, Integration – INTGRN, International – INTL, Indian – IND, Japanese – JAP, Kannada- KAN, Languages – LANG, Malayalam – MAL, Movies -Mvs, Latest – LTST, Month – MNTH, Monthly – MNTHLY, Marathi –**



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

MAR, Minutes – MIN, Not Required – NR, Pre recorded announcements – PRAMS, Play Period – PLP, Punjabi – PUN, Quantity – QTTY, Regional – REG, Required – R, Short Subject Content Episodes – SSCE, Subtitles – SUBT, Subject to Change – STC, Tamil – TAM, Telugu- TEL, Thales i4000, i5000, i8000,– TH458, AVANT, Panasonic systems, Weekly – WKLY, Yearly – YRLY,

B) Summary of Requirements for IFE & Work Scope

1. Adherence to Timelines of delivery of IFE Content to Air India being the uppermost priority in IFE activity, a A&CSP for In-Flight Entertainment by definition must be a company currently functioning as a provider of a variety of audio and video content for in-flight entertainment equipped aircraft of airlines, with different IFE systems and by this definition a A&CSP for IFE shall not be a primarily standalone advertising house, television channel or movie production house or movie distributor or a technical studio or content aggregator for inflight movies or programs.
2. The A&CSP for In-Flight Entertainment must be in the business of supplying of valid & licensed video and audio IFE content. Its basic functions must further include providing quality advertisements besides a choice of old & new content from various Hollywood studios & other sources of content in Indian & other International languages & countries for selection by Air India.

The A&CSP must have experience in providing IFE content to at least 2 international airline clients with an IFE equipped fleet. The A&CSP's services for their clients must include AVOD and Wi-Fi streaming. The Bidder must furnish AI with a recommendation letter of successful completion of similar work from the client international airlines endorsing the period of satisfactory AVOD services rendered for 2(two) years preceding the date of issue of this Tender.

3. Workscope shall include but will not be limited to the activities mentioned below:

- i) Procuring & furnishing Air India with documents verifying permits to view content for selection.
- ii) Contracting with distributors and other third parties for checking & securing airline licensed/copyright/permissions clearance of video and audio titles. Furnish Air India with the thus secured licenses from owners of content as per applicable laws.
- iii) Managing the labelling of encoding of video/audio IFE content as required by different IFE systems as well as the integration of all content for the Thales i4000, i5000, i8000, AVANT,



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Panasonic systems & Wi-Fi streaming in the correct format as required for each aircraft type/system with quality control of all deliverable .

4. The A&CSP for In-Flight Entertainment must provide the required skilled manpower & technical equipment to manage the delivery of IFE Content for the play periods ranging monthly/bimonthly etc. as will be required by Air India from time to time for part or whole of the IFE content selected.
5. The A&CSP for In-Flight Entertainment must be fully equipped to provide the programming grids (with program titles, language, duration, file name, categories etc.), content promos for all Air India's IFE systems for every play period of different IFE Systems & promotional materials that will include, but are not limited to, posters, content synopsis, JPEG Colour Images, Run Time, Cast/Artist, Director, Rating, available languages and track name (as appropriate).
6. The A&CSP for In-Flight Entertainment must be capable of compiling the required synopsis/promotional materials for all movies, short subject content, audio content, selected for Air India's IFE systems & send the required synopsis/promotional materials and images to Air India in an electronic format or that which is acceptable to all parties for publishing in an IFE Guide, Inflight Magazine & for Air India's website for each play period or as desired from time to time.
7. The A&CSP for In-Flight Entertainment must be capable of compiling & maintaining the structured & descriptive Metadata and Screen Data Specification (SDS) documentation required during integration of all IFE Content as necessary for the Thales & Panasonic IFE Systems by online entry into specific integration tools.
8. The A &CSP should be capable of procuring advertisements and managing the inventory and sale of advertising slots and the logistics related thereof, in line with the Clause-Q (Pt.1 - 5) of the Work Scope.

C) Overall Strategy of IFE Content Requirement & Tentative Time lines from Selection to Delivery.

All IFE Content shall be utilised across all IFE Systems, Wi-Fi streaming, portable hand-held devices such as iPads, Android based Tabs etc. in the fleet as required by Air India.

Hollywood Latest & Classic Movies, Hindi Latest & Classic Movies & Indian Regional Movies, are the most popular entertainment choice on board, and it is important to select a variety of



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Movies that cater to an extremely diverse audience. Much of Air India's traffic is transit passengers through its several hubs in India, coming from diverse backgrounds and cultures. Air India strives to keep the content updates as fresh as possible and selections should match the passenger profile.

- 1. Hollywood Latest Movies & Hollywood Classic Movies** - The proposal of Hollywood Latest and Classic movies should be at par with those being screened on other major full-service international airlines and preferably be sourced from a varied list of prominent Hollywood movie Licensor/Studios such as BUENA VISTA, CAPTIVE ENTERTAINMENT, CINESKY PICTURES, E.I.M., 20th CENTURY FOX, JAGUAR, PARAMOUNT, SONY PICTURES, TERRY STEINER, UNIVERSAL, WARNER BROS., METRO GOLDWYN MEYERS, COLUMBIA Etc. & other Hollywood movie Licensor/Studios.
- 2.** Air India has the option to play certain or all Latest Hollywood Movies on different or all IFE Systems as is desired from time to time.
- 3. INDIAN SHORT FILMS & INTERNATIONAL SHORT FILMS** are profiled as short films ranging in run time of between 15 to 45 minutes released or showcased at Indian & International Film Festivals, which may or may not have seen theatrical release
- 4. Short Subject IFE Content:** Short features allow the airline to clearly differentiate its IFE product by means of creative programming and by appealing to the target audience. As is the case with feature films, the content should appeal to a wide audience. This must include the IFE Content in different genres which is not outdated. Short features should be produced by prominent production companies and should be comparable to the short content episodes playing on other prominent international airlines.

Each Short Subject Content Episode must be a complete Episode as originally produced & must be presented as such. An originally complete Episode cannot be divided into parts to produce more episodes.

Licensing period per each Episode is typically two (2) months or more depending on each genre of IFE Content, whether Indian or International.

Short Subject IFE Content with an Indian theme / based on India / having Indian Content/ in Hindi will be categorized as Hindi Content even if the episode uses English as the language of communication.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

- 5. Audio content:** Air India provides a range of Compiled Audio, Compiled & Presented by a host Audio, CD Albums in audio content.

On the Non AVOD aircraft these are available as radio channels selectable at each seat.

On AVOD aircraft these are available as Audio channels, selectable via the interactive menus.

The compiled broadcast/CDs audio content on AVOD will not be deleted but content will be added until a total of 1,000 hours are reached. Thereafter, new content will replace older compilations as decided by Air India.

The audio-on-demand section comprises a library of CDs & shall be removed and replaced as per the periodicity of IFE Content change for respective IFE Systems.

- 6.** During the integration process, the A&CSP shall be responsible to remove/delete the identified IFE Content which has or will exceed the licensing period falling beyond the licensed holdover period.
- 7.** A &CSP must ensure that the content provided is as per the IFE guidelines and should edit the content to the requirement of Air India, wherever possible.

8. Audio Genres: One Hour Compilations:

Indian Instrumental, Western Instrumental, Indian classical, Indian western, Indian regional, Bollywood hits, Ghazals, English pop, Dance hits, Children, Nostalgia, Country, Rock, Jazz, Japanese, French, German, etc.

- 9. Audio Books:** One to Nine hours Books inclusive of Chapters in different Genres: Non Fiction Classic Fiction, Modern Fiction, Business, Sports, Junior Classics, Poetry, Biography Music, Philosophy, Drama, Children, etc.

10. Interactive Games on Wi-Fi, i4000, i5000, i8000 & AVANT Thales and Panasonic IFE Systems.

A variety of up to 20 games of M/s. Western Outdoor Interactive Pvt. Ltd., Mumbai are currently available on the i4000, i5000, i8000 and AVANT Thales systems as mentioned in the list below.

The A&CSP must have the capability to integrate the list of games currently available on Air India fleet besides upgrading with compatible interactive games so that Air India is at par with other major international airlines.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Table 1 :

S/No	Existing Games on i4000 & i5000	Existing Games on i8000
1	Scorpion Racers	3D Speed Circuit
2	Cool Bowling	High performance version available.
3	BoxKnox	High performance version available.
4	8-Ball Pool	Inflight pool(3D)
5	Carrom	High performance version available.
6	Operation Zago	Fish Fighter
7	Icy Blast	High performance version available.
8	Fruit Punch	High performance version available.
9	Manika	High performance version available.
10	Snoodles	High performance version available.
11	Sudoku	High performance version available.
12	AquaTic-Tac-Toe	High performance version available.
13	Bloom Land	Checkers
14	Fix ThePix	High performance version available.
15	Brain Teasers	High performance version available.
16	Super Poker	Blackjack
17	French Solitaire	Solitaire
18	Mancala	Farmchase
19	Pulijudam	Junglequest
20	Reversi	Five in a row

11. Promotional Compilation

A&CSP shall produce a promo or promotional compilation for each play period on new content that has been included. This promo shall exclude any holdover content already existing on board each IFE System.

12. Timelines of Program from Selection to Delivery:



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Air India recognizes the importance of the timeline / time frame for the approval for the programs, as mentioned below. If required, and felt that the time lines agreed are not sufficient, same will be reviewed.

In case Air India does not respond within the agreed / stipulated timeline, it will be confirmed / construed as deemed not approved.

Table 2 :

The content has to be delivered by the Bidder in Mumbai/Delhi or any other AI base as required.

TIMELINES FROM SELECTION TO DELIVERY OF IFE CONTENT	
PARTICULARS	DAYS BEFORE PLAY DATE
SUBMISSION OF PROPOSALS TO IFE SECTION	D-70 DAYS BEFORE PLAYDATE
FINAL SELECTION OF CONTENT BY IFE SECTION	D-60 DAYS BEFORE PLAYDATE
DELIVERY OF SELECTED CONTENT FOR ENCODING	D-45 DAYS BEFORE PLAYDATE
DELIVERY OF ENCODED CONTENT FOR INTEGRATION TO THALES/PANASONIC / DCMS	D-30 DAYS BEFORE PLAYDATE
DELIVERY OF INTEGRATED CONTENT TO ENGG FOR LOADING	D-15 DAYS BEFORE PLAYDATE FOR i4000, i5000, i8000 & AVANTAND PANASONIC IFE SYSTEMS
METADATA FOR INFLIGHT MAGAZINE	D-20 DAYS BEFORE the FIRST DAY OF THE FOLLOWING MONTH
METADATA FOR HINDI TRANSLATION	D-50 DAYS BEFORE PLAYDATE

D) OTHER AIR INDIA REQUIREMENTS OF THIS TENDER:

1. All IFE Content shall be utilized across all IFE Systems in the fleet, as required by Air India i.e.: The content would not be bought aircraft-wise or system-wise which the bidders are required to note and submit their offer according to the format of Commercial bid response.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

2. On aircraft where WiFi is being used for streaming of the AVOD IFE content, WiFi streaming would be used as a means of recovery of content being screened on AVOD and hence would not incur a separate cost, other than the technical costs.

3. IFE Content selections must be provided to Air India for selection and Air India maintains the right to reject, replace and add to the recommended titles. Furthermore Air India reserves the right to select specific IFE Content of its own choosing, which the A&CSP shall be required to deliver, as long as the rights have been cleared for inflight viewing and the pricing matches the Table of Rates.

4. Air India may avail all or part of the services offered by the A&CSP during the period of the contract. All IFE Content licensed & purchased, will be utilised as required by Air India across all IFE systems in the fleet. Air India at its sole discretion may increase or decrease the required quantities of IFE Content under different genres & at different play periods.

5. Air India retains the right to directly procure fully licensed (Indian/International) content upto 20% or more of the total content which shall be encoded / integrated by the A&CSP and the cost of the same shall be borne by Air India. The quantities of IFE Content projected in this document are only an estimate based on the current schedule, fleet of aircraft and the actuals may vary.

6. For selection of IFE content the A&CSP must provide double the quantity in terms of variety for each genre either in video or audio. For content selection, the links/access/sources provided for viewing must be authorised by content owners to be viewed in keeping with the law of land. A &CSP must indemnify Air India against copyright and piracy violations.

7. Additional language options are IFE System specific, currently only 2-4 language tracks can be accommodated per title but this may be increased at a future date.

8. Movies should be in particular languages, as necessary and available, of the routes on which Air India operates. This may include English, German and other European languages as well as several Indian languages like Marathi, Punjabi, Gujarati, Bengali, Tamil, Malayalam, Telugu and Kannada (2 titles per regional language or as desired by Air India for every play period) & any additional Indian Regional Language that may be required during the period of the contract.

9. IFE content selections must be provided to Air India for selection from a varied list of prominent Hollywood Studios. for example: BUENA VISTA, CAPTIVE ENTERTAINMENT, CINESKY PICTURES,



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

E.I.M., 20th CENTURY FOX, JAGUAR, PARAMOUNT, SONY PICTURES, TERRY STEINER, UNIVERSAL, WARNER BROS., METRO-GOLDWYN-MAYER, COLUMBIA Etc.

10. All content must be provided for initial viewing/listening before actual selection takes place.

IFE content selections must be provided to Air India for selection with legitimate and lawful viewership rights. Air India maintains the right to reject, replace and add to the recommended titles. The successful bidder must provide documentation certifying licensed viewership of content given for viewing.

11. In the eventuality of the successful bidder undertaking integration of Content on the DCMS in India (refer clause L of annex-C), it will be mandatory for the bidder to furnish Air India with documentation certifying the permissions for integrating the IFE content through the DCMS in India.

If the successful bidder is unable to integrate IFE content on the DCMS in India, then the cost will have to be borne by the A&CSP in line with the media service agreement between AI & Thales. In the given scenario, fresh timelines for presentation of content for selection, encoding, integration and delivery of content shall be intimated in the LOI.

12. Though IFE content shall be screened on board for periods as indicated below, Air India shall retain the screening rights for all IFE content for an extended period equal to the initial /earlier play period, if in an eventuality the IFE content is delayed in any way. In such an eventuality the A&CSP shall be responsible for licensing IFE content for the said extended period, besides the penalties involved.

If such a delay in content change is attributable to Air India, AI shall bear the outstanding balances in payments for additional license fees applicable for extensions of exhibition cycles. In all other circumstances, costs of extensions of licenses for exhibition periods shall be borne by the A&CSP besides the penalties involved.

13. If the A&CSP appointed for this contractual period is not re-appointed in the subsequent contract, the A&CSP will be required to conduct a thorough, complete and timely handover to the newly appointed A&CSP and assist them adequately in the transition phase to ensure that there is no disruption to service and operational deliverables within a period of 2 (Two) months. Handover materials include, but are not limited to, all operational and historical information prepared and



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

obtained to facilitate and fulfil all required services in the course of the contract period, as well as documents, timelines and report templates which were designed and produced for Air India.

A sample of quantity of IFE Content under different Genres (Subject to Change) is provided in the Table below which is self-explanatory:

Abbreviations Used _ Airline Release Date – ARD, All IFES-i4000, i5000, i8000, AVANT, As Required By Air India -ARAI, Bengali – BEN, Classic – CLSC, Encoding – ENCDNG, English – ENG, Episodes – EPSDS, French – FRA, Fortnightly - FRTNLY , German – GER, Gujarati – GUJ, Hindi – HIN, Hollywood – HLYWD, IFE Content – IFEC, IFE Systems – IFES, Initial Licensing period - ILP, Integration – INTGRN, International – INTL, Indian – IND, Japanese – JAP, Kannada- KAN, Languages – LANG, Malayalam – MAL, Movies -Mvs, Latest – LTST,, Month – MNTH, Monthly – MNTHLY, Marathi – MAR, Minutes – MIN, Not Required – NR, Pre recorded announcements – PRAMS, Play Period – PLP, Punjabi – PUN, Quantity – QTTY, Regional – REG, Required – R, Short Subject Content Episodes – SSCE, Subtitles – SUBT, Subject to Change – STC, Tamil – TAM, Telugu- TEL, Weekly – WKLY, Yearly – YRLY,

Work scope Table 3 : Genre of IFE Content , Play Period on each IFE System, Initial Licensing period, Quantity, Subtitling, Language, Encoding and Integration

- Air India may avail ALL or PART of the services offered by the Successful Bidder during the period of the contract.
- The quantities projected in this Tender are only an estimate based on the current schedule and the actual may vary.
- For selection of IFE Content the A&CSP must provide double the quantity in terms of variety for each genre either in Video or Audio.
- Air India reserves the rights to retain Indian Content for the entire period of license with no extra cost other than integration costs.

S.No	IFEC Genre	PLP on IFES - STC	ILP	IFES.	QTY	ENG SUBT	LANG	ENCDNG & INTGRN
1	HLYWD Mvs	MNTHLY	One MNTH	All IFES	6	R	ENG, JAP,	Only INTGRN



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

	LTST – Less than 6 months from ARD						GER, FRA.	REQUIR ED
2	HLYWD Mvs CLSC - As categorize d by studios	MNTHLY	Two MNTH	All IFES	10	R	ENG, JAP, GER, FRA.	Only INTGRN REQUIR ED
Hollywood Movies latest & Classic, provided by studios are already encoded								
3	HIN Mvs LTST- Less than 6 MTH from ARD	MNTHLY	One Year	All IFES	10	R	HIN	R
4	HIN Mvs CLSC - More than 6 MTH from ARD	MNTHLY	One Year	All IFES	10	R	HIN	R
5	IND REG LANG Mvs LTST – 12 MTH from ARD	MNTHLY	One Year	All IFES	01 Each = Total 08	R	As per region of origin	R
6	IND REG LANG Mvs CLSC - More than 12 MTH from ARD.	MNTHLY	One Year	All IFES	One Each = Total 08	R	As per region of origin	R
IND REG LANG Mvs LATEST& CLSC in MAR, PUN, GUJ, BEN, TAM, MAL, TEL, KAN & any additional Indian Regional Language that may be required during the period of the contract.								



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

7	SSCE INTL- Comedy	MNTHLY	Two MNTH	All IFES	8EPSPD	NR	ENG	R
8	SSCE IND - Comedy	MNTHLY	Two MNTH	All IFES	8 EPSPD	NR	ENG or HIN	R
9	SSCE Cartoons Compilati on INTL - 30 Minutes Each	MNTHLY	Two MNTH	All IFES	04 EPSPD 30 mins each	NR	ENG	R
10	SSCE Cartoon Compilati on IND - 30 Minutes Each	MNTHLY	Two MNTH	All IFES	04 EPSPD 30 mins each	NR	ENG or HIN	R
11	SSCE Adventur e & Travel – INTL	MNTHLY	Two MNTH	All IFES	04 EPSPD	NR	ENG	R
12	SSCE Adventur e & Travel – IND	MNTHLY	Two MNTH	All IFES	04 EPSPD	NR	ENG or HIN	R
13	SSCE Music Videos complnIN TL - 30 Minutes Each	MNTHLY	Two MNTH	All IFES	6 EPSPD 30 mins each	NR	ENG	R
14	SSCE Music Videos compln IND - 30	MNTHLY	Two MNTH	All IFES	6 EPSPD 30 mins each	NR	ENG or HIN	R



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

	Minutes Each							
15	SSCE Relaxation & Health - INTL	MNTHLY	Two MNTH	All IFES	2 EPSD	NR	ENG	R
16	SSCE Relaxation & Health – IND	MNTHLY	Two MNTH	All IFES	2 EPSD	NR	ENG or HIN	R
17	SSCE Wildlife - INTL	MNTHLY	Two MNTH	All IFES	2 EPSD	NR	ENG	R
18	SSCE Wildlife - IND	MNTHLY	Two MNTH	All IFES	2 EPSD	NR	ENG or HIN	R
19	SSCE Reality Shows - IND	MNTHLY	Two MNTH	All IFES	2 EPSD	NR	ENG or HIN	R
20	SSCE Reality Shows - INTL	MNTHLY	Two MNTH	All IFES	2 EPSD	NR	ENG	R
21	Audio IND & INTL Content Compiled	MNTHLY	Two MTH	All IFES	One Hour each /Genre	NR	Refer list of Genres mentioned in Annx, 'C' Point C	R
22	Audio IND & INTL Content Compiled & Hosted	EVERY TWO MNTH	Two MNTH	All IFES	Two Hour each /Genre	NR	Refer list of Genres mentioned in Annx, 'C' Point C	R
23	Audio IND & INTLCon	MNTHLY	Two MNTH	All IFES	One Hour each /Genre	NR	Refer list of Genres mentioned	R



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

S. No	IFEC Genre	PLP on IFES - STC	ILP	IFES.	QTY	ENG SUBT	LANG	ENC DNG & INTGRN
24	ARABIC - INTLMvs	EVERY TWO MNTH	Two MNTH	All IFES	1	R	ENG, JAP, GER, FRA.	R
25	FRENCH - INTL Mvs	EVERY TWO MNTH	Two MNTH	All IFES	1	R	ENG, JAP, GER, FRA.	R
26	GERMAN - INTL Mvs	EVERY TWO MNTH	Two MNTH	All IFES	1	R	ENG, JAP, GER, FRA.	R
27	SPANISH - INTL Mvs	EVERY TWO MNTH	Two MNTH	All IFES	1	R	ENG, JAP, GER, FRA.	R
28	KOREAN - INTL Mvs	EVERY TWO MNTH	Two MNTH	All IFES	1	R	ENG, JAP, GER, FRA.	R
29	CHINESE - INTL Mvs	EVERY TWO MNTH	Two MNTH	All IFES	1	R	ENG, JAP, GER, FRA.	R
30	ITALIAN - INTL Mvs	EVERY TWO MNTH	Two MNTH	All IFES	1	R	ENG, JAP, GER, FRA.	R
31	RUSSIAN - INTL Mvs	EVERY TWO MNTH	Two MNTH	All IFES	1	R	ENG, JAP, GER, FRA.	R
32	JAPANESE - INTL	EVERY TWO MNTH	Two MNTH	All IFES	1	R	ENG, JAP, GER,	R



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

	Mvs						FRA.	
33	IND Short Films	MNTHLY	One Year	All IFES	8	R	As per region of origin	R
34	INTL Short Films	MNTHLY	One Year	All IFES	8	R	As per region of origin	R
35	SSCE INTL Drama – Thriller	MNTHLY	Two MNTH	All IFES	6 EPSD	NR	ENG	R
36	SSCE IND Drama - Thriller	MNTHLY	Two MNTH	All IFES	6 EPSD	NR	ENG or HIN	R
37	SSCE Fashion – IND	MNTHLY	Two MNTH	All IFES	01 EPSD	NR	ENG or HIN	R
38	SSCE Fashion – INTL	MNTHLY	Two MNTH	All IFES	01 EPSD	NR	ENG	R
39	SSCE Lifestyle – INTL	MNTHLY	Two MNTH	All IFES	03 EPSD	NR	ENG	R
40	SSCE Lifestyle – IND	MNTHLY	Two MNTH	All IFES	03 EPSD	NR	ENG or HIN	R
41	SSCE Sports - IND	MNTHLY	Two MNTH	All IFES	04 EPSD	NR	ENG or HIN	R
42	SSCE Sports - INTL	MNTHLY	Two MNTH	All IFES	04 EPSD	NR	ENG	R
43	SSCE Business – INTL	MNTHLY	Two MNTH	All IFES	04 EPSD	NR	ENG	R
44	SSCE Business – IND	MNTHLY	Two MNTH	All IFES	04 EPSD	NR	ENG or HIN	R



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

45	SSCE Science & Technology - INTL	MNTHLY	Two MNTH	All IFES	04 EPSD	NR	ENG	R
46	SSCE Science & Technology – IND	MNTHLY	Two MNTH	All IFES	04 EPSD	NR	ENG or HIN	R
47	SSCE Talk Shows - IND	MNTHLY	Two MNTH	All IFES	04 EPSD	NR	ENG or HIN	R
48	SSCE Talk Shows - INTL	MNTHLY	Two MNTH	All IFES	04 EPSD	NR	ENG	R
49	SSCE IND Concert's	MNTHLY	Two MNTH	All IFES	04 EPSD	NR	As available	R
50	SSCE INTL Concert's	MNTHLY	Two MNTH	All IFES	04 EPSD	NR	As available	R
51	Audio Books	MNTHLY	Two MNTH	All IFES	01 to 09 Hrs Audio Book	NA	Refer list of Genres mentioned in Annx 'C', Point C	R
52	Games Interactive	Licensed per month	1 year	All IFES	Games 20	NA	Refer list of Genres mentioned in Annx 'C', Point C	R
53	Flight Safety Film	ARAI	ARAI	All IFES	ARAI	R	ARAI	R
54	Flight Amenity	ARAI	ARAI	All IFES	ARAI	R	ARAI	R



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

	Film							
55	PRAMS	ARAI	ARAI	All IFES	ARAI	R	ARAI	R

E) Flight levels:

Subject to change every month & the figures mentioned below for the respective period are based on actual take-offs of aircraft equipped with Panasonic, i4000, i5000, i8000 & AVANT Thales IFE Systems where latest Hollywood Movies are being included in the IFE Content that is being provided.

SEPTEMBER 2018-(1825), OCTOBER 2018-(1767), NOVEMBER 2018-(1792), DECEMBER 2018 – (1796)

F) Aircraft currently in Fleet with respective IFE Systems & Periodicity of content change
(Subject to Change).

Table 4:

S/ N o	Aircraft & IFE Systems	Periodicity of content change (indicative) & Subject to change	IFE Content
1	78 aircraft (A319, A320, A321) for Wi-Fi streaming and iPads/tablets	Monthly or once every two months ARAI	Entire Video & Audio & DVD or part thereof as per the prerogative of Air India
2	04 aircraft B747 with i4000 AVOD Thales and Wi-Fi streaming and iPads/Tablets	Monthly or once every two months ARAI	Entire Video & Audio or part thereof as per the prerogative of Air India
3	15 aircraft B777 with i5000 AVOD Thales and Wi-Fi streaming and iPads/Tablets	Monthly or once every two months ARAI	Entire Video & Audio or part thereof as per the prerogative of Air India
4	27 aircraft B787 with i8000 AVOD Thales and Wi-Fi streaming and iPads/Tablets	Monthly or once every two months ARAI	Entire Video & Audio or part thereof as per the prerogative of Air India
5	25 Aircraft B737/B777 with Panasonic Broadcast AVOD, Wi-Fi streaming and iPads/Tablets.	ARAI	Entire Video & Audio or part thereof as per the prerogative of Air India
6	1 aircraft B777 with AVANT Thales system and Wi-Fi streaming and iPads/Tablets	ARAI	Entire Video & Audio or part thereof as per the prerogative of Air India
7	2 aircraft B777 with Panasonic Broadcast AVOD, Wi-Fi streaming and iPads/Tablets.	ARAI	Entire Video & Audio or part thereof as per the prerogative of Air India

G) Holdover of content



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

IFE content will be screened on board for periods as indicated in Point No D, Air India shall retain the screening rights for all IFE content for an extended period equal to the initial /earlier play period if in an eventuality the IFE content is delayed in any way. In such an eventuality the A&CSP will be responsible for licensing IFE content for the extended period besides the penalties involved.

The A&CSP shall also be responsible to remove/delete the respective IFE Content which has or will exceed the licensing period falling beyond the licensed holdover period.

The period of holdover of IFE Content is as stated at Annexure-C, Para D, Table-3 which please note. Bidders are also required to submit compliance to this mandatory requirement listed at Point-5 of the Annexure-B / Annexure-E.

H) Associated Fees/Charges/Duties towards final delivery of Hard Drive with IFE Content for each play period.

All shipment and associated courier fees or charges including those for transportation, documentation, duty clearance etc. that are incurred upto and inclusive of the final delivery of content to Air India offices in Mumbai & Delhi will be borne by the A&CSP.

I) Licensing of Existing & future IFE Content on Air India Aircraft:

Effective date of the contract with the successful bidder shall cover services for a 3 year period, commencing 1st March 2020, unless earlier terminated as per the terms and conditions of the contract.

The “scheduled play date” shall be the 1st day of the calendar month. The effective date should take into account for re-licensing of existing IFE content on board aircraft until the new licensed IFE content is provided by the successful bidder on all IFE systems. It will be the responsibility of the selected bidder to re-license the existing, on board, IFE content on all IFE systems or remove such content from the entertainment systems which cannot be relicensed.

A&CSP shall, from time to time, and at all times hereinafter, indemnify and keep indemnified and save and protect Air India from and against all action, claims, demands, proceedings, damages, losses, costs, charges and expenses for infringement and alleged infringement of any rights relating or pertaining to the programs which are procured and sourced by A&CSP and/or the use and exploitation thereof or any part thereof or any other liability that Air India may otherwise incur by reason of, or concerning, or relating to the exhibition of the programs by Air India as provided in this Contract.

If Air India is prevented from exhibiting the programs by reason of a claim that the same or any part thereof infringes some copyright or other property right, then and in such event, A&CSP shall, without



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

prejudice to Air India's other rights and remedies under this Agreement or in law, promptly obtain for Air India the right to continue to exhibit the programs.

J) Documentation

All relevant documents required for supplying/shipping the items are to be submitted by the A&CSP at their own cost.

The contents should be provided with all relevant documentation as and when required by Air India (copyright agreement, link agreement, purchase orders with licensed period) or any other regulatory authority during the period of agreement and after.

K) Encoding services

A&CSP must provide Encoding services for all IFE Content & as desired.

L) Integration of IFE content on IFE systems

On Thales systems.

The integration of IFE content for Thales IFE systems is possible through the use of the Digital Content Management Station (DCMS), offered by Thales to Air India.

IFE Content integration, on Thales systems required by Air India, will be the responsibility of A&CSP in integrating IFE Content in India by the use of DCMS. The A&CSP must provide personnel to operate & integrate content on the DCMS.

In the eventuality of the successful bidder undertaking integration of Content on the DCMS in India, it will be mandatory for the bidder to furnish Air India with documentation certifying the permissions for integrating the AI IFE content through the DCMS in India.

On Panasonic Systems.

IFE Content integration, on Panasonic Systems required by Air India, will be the responsibility of Panasonic as per the MSA and the responsibility of sending all Metadata and SDS (Screen Data Specifications) will be of the A&CSP.

Cost of Integration and timelines



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

i) If the integration of IFE content for Thales IFE systems is to be carried out through the use of the Digital Content Management Station (DCMS), offered by Thales to Air India, then the cost of integration will be borne by Air India. The A&CSP must provide personnel to operate & integrate content on the DCMS.

ii) If the successful bidder is unable to integrate AI IFE content on the DCMS in India, then the cost will have to be borne by the A&CSP in line with the media service agreement between AI & Thales.

In the given scenario (in Point ii), fresh timelines for presentation of content for selection, encoding, integration and delivery of content shall be intimated in the LOI.

Metadata(English & Hindi).

GUI Images and synopsis for Thales i4000, i5000, i8000, AVANT & Panasonic IFE Systems are required for the Graphic User Interface in English & Hindi as per the specifics of each IFE System, in reference to each item of New Media delivered for IFE systems,

The A&CSP should ensure that full colour, high resolution images are available for all media items selected for Air India's IFE systems and deliver to the media integrator, according to the designated schedule.

Complete specifications for the Graphic User Interface images shall be provided to the A&CSP upon completion of this tender process.

All shipment and associated courier fees or charges including those for transportation, documentation, duty clearance etc. that are incurred upto and inclusive of the final delivery of content to Air India offices in Mumbai & Delhi will be borne by the A&CSP.

M) GUI Design (Graphical User Interface)

A&CSP will have to create a new GUI Design in cooperation with the hardware provider or integrator respectively. This process could take up to several months and needs to be handled as follows:

After detailed discussions with Air India's representatives for IFE on brand strategy and passenger demographics, the service provider will start a process of creative suggestions to Air India on a new GUI Design. After final evaluation of such suggestions by Air India, the selected design will be developed by the A&CSP with at least three further steps of consulting with Air India but no longer than one week



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

each. Final design will be presented to Air India and implemented onto the servers with the help of Thales Avionics or Panasonic as is required.

If required by Air India in writing, changes to the GUI design of Air India can be managed by the A&CSP every second year and will follow a similar creative process again as described above.

N) Pre-recorded announcements (PRAMS)

Requirements will be based on aircraft type, and different Indian & International languages as desired by Air India & in liaison with IFSTDC & Flight Safety Department of Air India.

O) Film on Flight Safety & Film on Amenity Films. – Animated Films – 2D & 3D & Live Action.

The requirement of the above films will be as per specification of Air India.

Requirements of a) Flight Safety Films, b) Amenity Films, with or without picture in picture video for hearing impaired person, will be based on Aircraft Type, Different Indian & International Languages. The quantities of each film, for each type of a/c, in a particular language will be as desired by Air India & in liaison with IFSTDC & Flight Safety Department of Air India.

P) Hindi translation of IFE content details for the GUI and In-flight magazine.

All IFE Content Metadata as per requirements for the GUI and In-flight magazine is needed to be translated into Hindi and the A&CSP must be equipped to handle this activity, if asked to do so by Air India.

Presently Hindi translation of IFE content details for the GUI is being done by Hindi Section of Air India & then handed over to the A&CSP for Meta data entries, which is a mandatory requirement of i8000 IFE System during integration process as per the play period involved.

Presently the publishers for the In-flight Magazine translate the IFE Content details into Hindi as per their requirement every month.

Q) Incentive of A&CSP for Revenue Generation from Insertion of Advertisements within IFE Content on all or certain IFE Systems.

- 1. The A&CSP can earn Revenue by procuring and inserting advertisement in the IFE content on the AVOD system. The duration allotted for the above advertisement will be maximum 10% of the entire IFE content space of each SVDU system only. This insertion of advertisement has to be approved by the Corporate Communication Dept / PR Dept in AI prior to insertion and has to be**



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

exclusive and conditional basis as per specification / requirements of IFE systems. The above advertisement should be placed evenly throughout the duration of the entire IFE content. Cost of procuring, encoding, integration and any other cost associated with the above advertisement and not mentioned above will be A&CSP's liability. A&CSP should give their Commercial bid after considering the above Revenue as their income.

2. The Advertisement will be subject to the normal restrictions in respect of certain category of advertisement such as smoking, wines and alcoholic drinks having erotic background scenes, advertisements from competitors, from private insurance companies offering policies against air accidents etc. The advertisements should not propagate any religion or religious belief or have picture of the leaders of the particular sect of religion. Advertisements that are considered objectionable in the eye of Law or otherwise shall not be procured. Advertisements prohibited under various acts and laws of central/state governments and various local government bodies shall not be procured. There shall not be any sort of obscenity in the design and matter of advertisement material. The A&CSP will be fully liable for any contravention in this regard and will be liable under the law of the land.
3. Air India reserves the right to procure and insert advertisements in the IFE content separately (over and above the 10% space allocated to A&CSP) across all systems. In such an eventuality, revenue generated thereof will be exclusively retained by Air India and although the encoding and integration will be undertaken by the A&CSP, yet the applicable encoding and integration cost, along with cost of the DG beta masters will be borne by Air India on behalf of the advertiser.
4. The A&CSP is permitted to change the Advertisements as per predetermined schedules agreed for every item/ location or in case of IFE Content, as per the play period of each IFE System. The A&CSP shall be responsible for ensuring that advertisements being screened on the AI IFE systems are within their validity of licensing period. Air India should be indemnified against any violations which may occur.
5. A&CSP shall be responsible for providing the advertisements and managing the inventory and sale of the advertising slots and any issue arising thereof pertaining to service delivery to the respective clients (advertisers). The A&CSP at all times shall indemnify Air India against any liabilities arising out of agreements/disputes between the advertisers (served by the A&CSP) and the A&CSP.

R) Invoices/Supporting Documents/Data Grids/Presentations/Digital copy of Content.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

The A&CSP will provide Invoices for each play period, under individual heads of content & technical process as bifurcated with all necessary supporting documents signed & with company seal for verification/certification for payment.

Data Grids of IFE Content with details including runtime, for each play period & for each IFE System for Video & Audio shall be provided as required.

Presentations with all details of activity for each play period shall also be provided.

All IFE Content except Hollywood Content, as presented for each play period & on each IFE System, will be stored in digital format for records.

FOR AIR INDIA LIMITED

**EXECUTIVE DIRECTOR (IFS),
NEW DELHI**



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Tender for appointment of Advertising and Content Service Provider for In-flight Entertainment on-board Air India aircraft	
COVERING LETTER FOR SUBMISSION OF TECHNICAL BID (ON BIDDER'S LETTERHEAD)	Annexure - D

Air India Limited tender ref no. IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019.

To,
Office of ED (IFS),
Air India Limited,
Inflight Services Dept.,
2nd Floor, Building No. 2,
Air India Reservation Office,
Sri Aurobindo Marg,
New Delhi 110003 India.

Ref:

Date:

Sub: **Technical Bid for Tender No. IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019.**

Dear Sir,

With reference to your tender no. IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019, for Selection of Content Service Provider for In-flight Entertainment requirement on-board Air India aircraft, we hereby submit our Technical Bid.

We have read and understood and hereby agree to comply with all the Specifications and Terms & Conditions of your tender.

We are submitting our response as per the Annexures E, F, and I of this tender document. We hereby also confirm that we have enclosed the requisite EMD amount of Rs. 4,00,000 lakhs (Indian Rupees Four lakhs only) (For Indian Bidders) / USD 5715 (United States Dollar Five thousand seven hundred and fifteen only) (For Foreign bidders) & the signed Integrity Pact (Annexure – J) and other relevant documentation in support of our bid.

Enclosures: **AUTHORISED SIGNATORY**

Signature : _____

Name : _____

Designation: _____

Company Seal : _____



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Tender for appointment of Advertising and Content Service Provider for In-flight Entertainment on-board Air India aircraft	
TECHNICAL BID RESPONSE: VENDOR COMPLIANCE TO PQ CRITERIA (ON BIDDER'S LETTERHEAD)	Annexure - E

Air India Limited tender ref no. IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019.

We hereby provide our response to the Pre-Qualification Criteria for the subject tender. All the related supporting documents and paperwork in support of our response has also been attached along-with our response.

S. No	Pre-Qualification Requirements	Condition	Compliance (Yes/No) If Yes list and attach relevant documents
1.a	<p>The prospective Indian Bidder shall be an Advertising and Content Service Provider (A&CSP), of repute falling within the definition as mentioned in Annexure-C Clause B, duly incorporated and validly existing under the Indian Companies Act, 1956. In case the Indian bidder has a collaboration/partnership with a foreign A&CSP, it should be duly incorporated and validly existing under the foreign laws of its incorporation.</p> <p>The aforesaid Indian A& CSP, shall therein, take the lead role, prime responsibility, the ownership and overall execution of the Contract.</p> <p>It is hereby clarified that the said Indian Bidder shall have a full-fledged functioning office as per Annexure F in India, for the purpose of satisfying the terms and conditions mentioned in the Tender.</p> <p>OR</p>	Mandatory	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

1.b	<p>The prospective Foreign Bidder, shall be an Advertising and Content Service Provider (A&CSP) of international repute, having as per Annexure F, a fully functional branch office/ Indian office/subsidiary /Indian Partner who is a A&CSP of repute in India, both falling within the definition of A&CSP, as mentioned in Annexure-C, Clause B. Further the aforesaid shall be Companies, duly incorporated and validly existing under the foreign laws of its incorporation in case of the said foreign A&CSP, and under the Indian Companies Act, 1956 in case of a A&CSP in India.</p> <p>In the absence of a fully functional branch office in India, the successful bidder must ensure establishment of the same within 60 days of issuance of LOI, which should be duly maintained during the validity of the contract.</p> <p>The aforesaid fully functional branch office/Indian office/subsidiary/partner, will take the lead role and prime responsibility for the overall execution of the contract.</p> <p>It is hereby clarified that the said Indian office shall be fully functional as per Annexure F in India for the purpose of satisfying the terms and conditions mentioned in the Tender. Or in case of an Indian subsidiary/partner, the same shall have a full-fledged functioning office in India, for the purpose of satisfying the terms and conditions mentioned in the Tender.</p>	Mandatory	
2	<p>The prospective Bidder for this tender, must be able to demonstrate experience with planning, scheduling, managing and delivering content for the Thales AVOD system as well as the Panasonic AVOD system.</p> <p>2 (a) The Bidder should have been in the IFE Content Service Provider business since 2 (two) years preceding the date of issue of this Tender, with at least 2 international airline clients with an IFE equipped fleet, since the last two (2) years preceding the date of issue of this Tender.</p> <p>2(b) Air India requires the contact details for at least two (2) airline clients for reference checks. This must include those airlines mentioned in response to point no 2(a) above.</p> <p>2(c) The prospective Bidder for this Tender, should provide</p>	Mandatory	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

	<p>letters of recommendation/successful execution of similar work from two (2) of its international airline clients, mentioned in response to point no 2(a) above.</p> <p>2 (d) The prospective Bidder must provide proof of licensing rights for usage of content for IFE from 3 Hollywood studios and 3 Indian film distributor / Studios the last one year.</p> <p>Documentary evidence in support of the above must be made available in the Tender submission.</p>		
3	<p>The prospective Bidder for this Tender must be registered with the Airline Passenger Experience Association (APEX), previously known as the World Airline Entertainment Association (WAEA) and the Bidder must undertake to maintain full membership during the duration of the Contract. The technical quality of content/services provided must be compatible with various systems onboard Air India fleet, or higher than the Airline Passenger Experience Association (APEX) standards.</p>	Mandatory	
4	<p>The Bidder shall provide Air India with a list of Key Account Manager/s who will manage the work elaborated in the Definition of A&CSP for IFE as explained in Annexure 'C'- Functional Requirements for IFE and must be based in Mumbai/Delhi. Such key Account Manager/s should preferably have experience of at least 2 continuous years, relating directly to the IFE industry & the functions of an A&CSP.</p>	Mandatory	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

5	<p>The Bidder must furnish Air India with documentation from the owners of content, verifying permissions to facilitate lawful viewing of all content (including Early Window Content) for purposes of selection, integration & final screening of content on all Air India IFE systems & also through streaming by Wi-Fi onboard the Air India fleet. The documentation must fully indemnify Air India against all litigation arising from infringement of copyrights, piracy & unlawful viewing of content. The above would cover all content sourced by the A&CSP.</p> <p>a. All costs associated with viewing for screening purposes & integration of content must be borne by the A&CSP.</p> <p>b. The Bidder should agree and confirm that he will maintain Initial Licensing Period /Timelines etc. as specified in Annexure C, Table 2 and Table 3 thereof.</p> <p>c. The Bidder agrees to undertake that all product and services delivered by the A&CSP must be free from any claim, by way of infringement of copy right, licenses, permissions, approvals, trade mark, industrial design etc. and the A&CSP has to indemnify Air India against any claims for such infringement.</p>	Mandatory	
6	<p>Bidder's financial capabilities-Average Annual turnover(A&CSP Business globally) for the bidding entity in the last three financial years i.e. in case of Financial Year is Apr-March for the 2016-17, 2017-18 and 2018-19 arising out of providing IFE content to airlines for the last 3 years should be atleast Rs. 10 crores.</p> <p>For Bidder having Accounts with Calendar Year, similar data needed for the Calendar Year period 2016, 2017 and 2018. In case 2018-19 audited figures not available provide one earlier year's(2015-16).</p>	Mandatory	
7	<p>In case of an Indian Bidder a copy of valid GST Registration Certificate and Permanent Account Number (PAN) must be submitted along with the technical bid. In case of a foreign bidder the GST Registration Certificate and Permanent Account Number (PAN) of its Indian Advertising and Content Service Provider (A&CSP) collaboration partner or that of its office in India needs to be provided.</p>	Mandatory	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

8	The Bidder must enclose the EMD amount of Rs 4,00,000 (For Indian Bidders) or USD 5715 (For foreign bidders).	Mandatory	
9	The Bidder must bid for all services mentioned hereunder in the Work-scope. (including points 1-8 in Para B at Annexure – C). Please note bidding of part services will be rejected.	Mandatory	
10	The Bidder must undertake to replace the IFE Content after delivery, in case it is found defective in IFE Systems.	Mandatory	
11	The Bidder must sign the Integrity Pact document attached along-with this tender document as Annexure – J and submit the duly signed document along with their technical bid response.	Mandatory	

AUTHORISED SIGNATORY

Signature : _____

Name : _____

Designation : _____

Company Seal : _____



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Tender for appointment of Advertising and Content Service Provider for In-flight Entertainment on-board Air India aircraft	
TECHNICAL BID RESPONSE: BIDDER INFORMATION DETAILS (ON BIDDER'S LETTERHEAD)	Annexure –F

Air India Limited tender ref no. IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019.

We hereby provide our response towards the Bidder Information details sought for against the subject tender. All the related documents and paperwork in support of our response have also been attached herewith.

PART 1

S/No	Details	Bidder Response (supported by related documentation and paperwork)
1	Name of the Bidder	
2	Address	
3	Telephone No./Mobile No.	
4	Fax No.	
5	Year of incorporation	
6	Type of Organization	
	(a) Is the bidder an MSE?	
	(b) Is the bidder a Start-up?	
	(c) Does the bidder qualify for preference under GOI's policy of Make in India?	
	(d) Confirm whether bid is submitted under Consortium, in which provide the details of Lead member and other member, provide supporting consortium agreement documentation.	
7	Nature of Business Areas specify individual business areas/activities/segments with % of revenue reported for each in last 3 years	
8	1.Statutory Registrations 2.Non statutory registrations/certifications 3. List of all the Licenses indicating license no, date of issuance, date of expiry, nature of	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

	services covered. (Provide supporting documentations)	
9	PAN (Copy Of pan card to be submitted.)	
10	Tax registration number by foreign bidders (documentary proof should enclosed) –same as per the PQ criteria on taxes	
11	Organizational Structure	
12	List of existing customers with Years since to current date	
13	Experience in the delivery of services as A&CSP for IFE to Airlines. Details of Clients the A&CSP has.	
14	Credentials and experience of key team members	
15	Details of Certifications & memberships held	
16	E-mail address(s) of the Bidder Vendor	
17	Name of Contact Person	
18	Location and Address of facility	
19	Any other information that the bidder wishes to furnish	

Relevant Enclosures: **Attached here-with.**

PART 2

A&CSP for IFE TECHNICAL RESPONSE		
		As mentioned in Technical Bid
1	Name of Bidder	
2	Key account manager	
3	Number of Employees	
4	Employee's Attendance Records	
5	No and names of Airline Clients	
6	Brief of Client services rendered	
Particulars in Table 1		



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

7		In house	Outsourced	Name of the Equipment used & Processing Time	Number of Persons Assigned
8	Ratio Conversion				
9	Subtitling & Editing				
10	Encoding				
11	Multiplexing				
12	Type of Encoder for Video				
13	Type of Encoder for Audio				
14	DVD Mastering & Replication				
15	CDI Mastering				
16	CDI Replication				
17	Metadata Management				
18	DCMS Experience THALES				
19	DCMS Entries THALES				
20	SDS Experience PANASONIC				
21	THALES Integration				
22	Audio Library				
23	Audio Programming				
24	Bollywood Movie Screening				
25	Bollywood Movie Programming				
26	TV Screening				
27	TV Programming				
28	Regional Indian Movie Procurement				
29	Hindi Movie Procurement				
30	International Movie Procurement				
31	Indian Short Films Procurement				
32	International Short Films Procurement				
33	Audio Books Procurement				
34	Hollywood Movie Procurement				
35	HW MvLstt Screeners Record				
36	Wi-Fi Enabled				
37	Broadband Connection (mbps) Leased Line				
38	Generator Back-Up				



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

TABLE 2

Sr.no	Particulars in Table 2				
	Details	In house	Out sourced	Processing time	Number of persons assigned
1	Flight safety films				
2	PRAMS- Indian Languages				
3	PRAMS- Foreign Languages				
4	IFE Magazines Designing				
5	IFE Magazines Printing				

Relevant Enclosures: **Attached here-with**

AUTHORISED SIGNATORY

Signature: _____

Name : _____

Designation: _____

Company Seal : _____



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Tender for appointment of Advertising and Content Service Provider for In-flight Entertainment on-board Air India aircraft

**COVERING LETTER FOR SUBMISSION OF COMMERCIAL (PRICE) BID
(ON BIDDER'S LETTERHEAD)**

Annexure - G

Air India Limited tender ref no. IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019.

To,
Office of ED (IFS),
Air India Limited,
Inflight Services Dept.,
2nd Floor, Building No. 2,
Air India Reservation Office,
Sri Aurobindo Marg,
New Delhi 110003 India.

Ref:

Date:

Sub: **Commercial Bid for Tender No. IFSD/ENTT/ A&CSP/2019/01 dated 30th Aug 2019.**

Dear Sir,

With reference to your tender No. IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019., for Selection of Advertising and Content Service Provider for In-flight Entertainment requirement on-board Air India aircraft, we hereby submit our Commercial (Price) Bid in INR / USD (Tick one).

We have read and understood and hereby agree to comply with all the Functional requirements, Terms & Conditions of your tender.

We are submitting our response as per the Annexure- H of this tender document. We confirm to have also understood the evaluation criteria stated in the tender document.

Enclosures:

AUTHORISED SIGNATORY

Signature : _____

Name : _____

Designation : _____

Company Seal : _____



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Tender for appointment of Advertising and Content Service Provider for In-flight Entertainment on-board Air India aircraft	
COMMERCIAL (PRICE) BID FROM VENDOR (ON BIDDER'S LETTERHEAD)	Annexure - H

Air India Limited tender ref no. IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019.

The A&CSP has an incentive to procure & insert advertisements in the IFE content on the AVOD system, on an exclusive and conditional basis as per the respective specification/requirements of the IFE systems, which will be duly approved by Air India prior to insertion.

The A&CSP can earn Revenue by procuring and inserting advertisement in the IFE content on the AVOD system. The duration allotted for the above advertisement will be maximum 10 % of the entire IFE content space of each SVDU system only. This insertion of advertisement has to be approved by AI prior insertion and has to be exclusive and conditional basis as per specification / requirements of IFE systems. The above advertisement should be placed evenly throughout the duration of the entire IFE content. Cost of procuring, encoding, integration and any other cost associated with the above advertisement and not mentioned above will be A&CSP's liability. A&CSP should give their Commercial bid after considering the above Revenue as their income.

We hereby submit our best and firm Commercial (Price) Bid in response to the tender as per below:

POINTS FOR COMMERCIAL BID :

1. SBI TT Selling rate as on the date of opening of the commercial bid will be the rate applicable for conversion of USD in INR.
2. The tax/levies structure should be given separately with detailed break-up in your quote for each cost head. The amount and percentage of tax should be indicated separately against each head
3. Applicable withholding tax will be borne by the A&CSP and will be deducted by AI from the payment made to A&CSP.
4. All shipment and associated charges including documentation, clearance etc. that are incurred upto and inclusive of the final delivery of content to AI offices in Mumbai will be borne by the



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

bidder.

5. A Pen-drive/Hard disk containing a soft copy of the Commercial Bid along with the hard copy should also be kept in this Sealed Commercial Bid envelope.
6. Price quoted is firm & fixed for 3 years from the commencement of contract.
7. Conditional discounts if any will not be considered for calculation of L1.

A&CSP TENDER COMMERCIAL BID

Kindly note that the entire bid has to be made either in INR /USD (Tick one). All charges invoiced and payable in USD to be stated in USD rates/values only to be converted at the stated conversion rate. However, if there are some INR elements of charges towards services rendered within India, the same would be invoiced and payable in INR alone.

USD bids will be converted into INR for comparison and arrive at L1. Conversion of USD to INR will be done at SBI TT Selling rate as on the date of opening of the commercial bid will be the rate applicable for conversion of USD in INR.

The Initial Licensing period of IFE content under each genre of will be as mentioned under Workscope Table 3: Genre of IFE Content, Play Period on each IFE System, Initial Licensing period, Quantity, Subtitling, Language, Encoding & Integration

The IFE Content under each Genre may be retained & utilized across all IFE System as 'Holdover' , as per the "Initial Licensing Period" (ILP) and the amount quoted in the bid will be for & as per "Initial Licensing Period" (ILP) only & there will be no additional cost .

Please note the following:

- Emergency flights, VVIP flights, training flights, test flights and any other non-commercial flights/non- scheduled flights under taken by AI shall be exempted from the calculation of Flight Levels.
- **On aircraft where Wi-Fi is being used for streaming of the AVOD IFE content, WiFi streaming would be used as a means of recovery of content being screened on AVOD and hence would not incur a separate cost, other than the technical costs.**



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

TABLE 1. Hollywood Movies Latest - FLIGHT LEVEL RATES FOR HOLLYWOOD MOVIES LATEST – Slab wise
It is to be ensured that the bidder's rate offered per slab of flight levels decreases as the flight levels increase. Any deviation otherwise will result in rejection of their bid.

In view of 2 months playperiod, corresponding rates for 2 months' combined flight levels(Number of takeoffs) shall be applicable for invoicing.

A	B	C	D	E=(C+D)	F	G
Sr.No.	Hollywood Movies Latest as per following flight levels i.e. Number of takeoffs for 2 months playperiod	Rate Per takeoff	Taxes/levies	Nett Price for 2 months for SVDU only	Estimated Quantity of Movies for 3 yrs	Amount which contributes to L1 =Nett price of 2months corresponding to flight level slab (figure in column E) X (figure in column F)
1	1- 500 Flight Levels				216	
2	501 – 800 Flight Levels				216	
3	801 – 1000 Flight Levels				216	
4	1001 – 1200 Flight Levels				216	
5	1201 – 1400 Flight Levels				216	
6	1401 - 1600 Flight Levels				216	
7	1601 – 1800 Flight Levels				216	
8	1801 – 2000 Flight Levels				216	
9	2001 – 2200 Flight Levels				216	
10	2201 – 2400 Flight Levels				216	
11	2401 – 2600 Flight Levels				216	
12	2601 – 2800 Flight Levels				216	
13	2801 – 3000 Flight Levels				216	
14	3001 – 3200 Flight Levels				216	
15	3201 – 3400 Flight Levels				216	
16	3401 – 3600 Flight Levels				216	
17	3601 – 3800 Flight Levels				216	
18	3801 - 4000 Flight Levels				216	
19	4001 – 4200 Flight Levels				216	
20	4201- 4400 Flight Levels				216	
21	4401 – 4600 Flight Levels				216	
22	4601 – 720 Flight Levels				216	
23	721 – 5000 Flight Levels				216	
24	5001 and above Flight Levels				216	
For Table 1: Net price of 2months = Nett price of 2 months corresponding to flight level slab (figure in column E) X (figure in column F) X 3000 Flight levels will be taken for calculation as mentioned in the method to determine L1 in clause 5.3						



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

TABLE 2. Hollywood Movies - Classic:

A	B	C	D	E=(C+D)	F	G
Sr.No	Hollywood Movies Classic irrespective of Flight Levels	Flat Rate	Taxes/levies	Nett Price for 2 months for SVDU only	Estimated Quantity of Movies for 3 years	Amount which contributes to L1= Nett price of 2months (figure in column E) X (figure in column F) =
1	Flat Rate for Initial Two Months				360	
2	Flat Rate for subsequent Two Months				360	
3	Flat Rate for subsequent Two Months				360	
					Sum Total of TABLE 2:	

BIDDERS MUST OFFER ONLY FIXED RATES FOR HOLLYWOOD MOVIES-CLASSIC, BASED ON FIXED PERIOD



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

TABLE 3. Hindi Movies Latest

Indian Content will be retained for the entire period of license with no extra cost other than integration costs.

A	B	C	D	E=(C+D)	F	G
Sr. No.	Movies	Flat rate	Taxes/Levies	Nett Price for 2 months for SVDU only	Estimated Quantity of Movies for 3 years	Amount which contributes to L1= Nett price of 2months (figure in column E) X (figure in column F) =
1	Hindi Movies Latest				360	
					Sum Total of TABLE 3:	

TABLE 4. Hindi Movies Classic:

Indian Content will be retained for the entire period of license with no extra cost other than integration costs.

A	B	C	D	E=(C+D)	F	G
Sr. No.	Movies	Flat rate	Taxes/Levies	Nett Price for 2 months for SVDU only	Estimated Quantity of Movies for 3 years	Amount which contributes to L1 =Nett price of 2months (figure in column E) X (figure in column F)
1.	Hindi Movies Classic				360	
					Sum Total of TABLE 4:	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

TABLE 5. Indian Regional Language Latest Movies:

Indian Content will be retained for the entire period of license with no extra cost other than integration costs.

A	B	C	D	E=(C+D)	F	G
Sr. N o.	Movies	Flat rate	Taxes /Levi es	Nett Price for 2 months for SVDU only	Estimated Quantity of Movies for 3 years	Amount which contributes to L1=Nett price of 2months (figure in column E) X (figure in column F)
1.	Indian Regional Latest Movies, less than a year of Airline release dates.				288	
					Sum Total of TABLE 5:	

TABLE 6. Indian Regional Language Classic Movies:

Indian Content will be retained for the entire period of license with no extra cost other than integration costs.

A	B	C	D	E=(C+D)	F	G
Sr. N o.	Movies	Flat rate	Taxes/Levi es	Nett Price for 2 months for SVDU only	Estimated Quantity of Movies for 3 years	Amount which contributes to L1 =Net price of 2months (figure in column E) X (figure in column F)
1	Indian Regional Classic Movies, more than a year of Airline release dates.				288	
					Sum Total of TABLE 6:	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

TABLE 7. Short Subject Content Episodes: International SSCE & Short Films

A	B	C	D	E=(C+D)	F	G
Sr. No.	Genre of short subject content	Flat rate	Taxes /Levies	Nett Price for 2 months for SVDU only	Estimated Quantity of Episodes for 3 years	Amount which contributes to L1= Nett price of 2months (figure in column E) X (figure in column F)
1	SSCE INTL- Comedy				288	
2	SSC Cartoons INTL - 30 Minutes Each (Compilations)				144	
3	SSCE Adventure & Travel – INTL				144	
4	SSC Music Videos INTL - 30 Minutes Each (Compilations)				216	
5	SSCE Relaxation & Health - INTL				72	
6	SSCE Wildlife -INTL				72	
7	SSCE Reality Shows - INTL				72	
8	SSCE INTL Drama - Thriller				216	
9	SSCE Fashion – INTL				36	
10	SSCE Lifestyle – INTL				108	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

11	SSCE Sports - INTL				72	
12	SSCE Business – INTL				72	
13	SSCE Science & Technology - INTL				72	
14	SSCE Talk Shows - INTL				72	
15	SSCE INTL Concert's				72	
16	INTERNATIONAL SHORT FILMS				36	
					Sum Total of Table 7:	

TABLE 8. Short Subject Content Episodes : Indian SSCE & Short Films

Indian Content will be retained for the entire period of license with no extra cost other than integration costs.

A	B	C	D	E =(C+D)	F	G
Sr. No.	Genre of short subject content	Flat rate	Taxes/Levies	Nett Price for 2 months for SVDU only	Estimated Quantity of Episodes for 3 years	Amount which contributes to L1= Nett price of 2months (figure in column E) X (figure in column F)



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

1	SSCE IND - Comedy				288	
2	SSC Cartoons IND - 30 Minutes Each (Compilations)				144	
3	SSCE Adventure & Travel – IND				144	
4	SSC Music Videos IND - 30 Minutes Each (Compilations)				216	
5	SSCE Relaxation & Health – IND				72	
6	SSCE Wildlife - IND				72	
7	SSCE Reality Shows - IND				72	
8	SSCE IND Drama - Thriller				180	
9	SSCE Fashion – IND				36	
10	SSCE Lifestyle – IND				108	
11	SSCE Sports - IND				72	
12	SSCE Business – IND				72	
13	SSCE Science & Technology – IND				72	
14	SSCE Talk Shows - IND				144	
15	SSCE IND Concert's				144	
16	INDIAN SHORT FILMS				36	
					Sum Total of Table 8:	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

TABLE 9. Audio Content: Genres as mentioned in Annex C - Compiled & Hosted CD Albums

A	B	C	D	E=(C+D)	F	G
Sr. No.	Category	Rate per hour inclusive of Encoding as per specification and Audio Content Duplication	Taxes	Nett Price for 2 months for SVDU only	Estimated Quantity for 3 years	Amount which contributes to L1= Nett price of 2months (figure in column E) X (figure in column F) =
1	Audio IND Content Compiled				90 hours	
2	Audio INTL Content Compiled				90 hours	
3	Audio IND Content Compiled & Hosted				90 hours	
4	Audio INTL Content Compiled & Hosted				90 hours	
					Sum Total of TABLE 9:	

TABLE 10. Games on i4000, i5000, i8000 & AVANT THALES AVOD, PANASONIC SYSTEMS : License Rates to be quoted for games per aircraft per month, inclusive of integration cost:

A	B	C	D	E=(C+D)	F	G
Sr.No.	No. of Games	License Rate per aircraft per month. inclusive of	Taxes	Nett Price for 1 month for SVDU	Estimated quantity for 3 years	Amount which contributes to L1= Nett price of 1month (figure in column E) X (figure in column F) =



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

		integration cost		only		
1.	Pack of 20 Games.				36 months	
					Sum Total of TABLE 10:	

TABLE 11. INTERNATIONAL (INTL) Movies:

A	B	C	D	E=(C+D)	F	G
Sr. No.	Movies	Flat rate	Taxes	Nett Price for 2 months for SVDU only	Estimated Quantity of Movies for 3 years	Amount which contributes to L1=Nett price of 2months (figure in column E) X (figure in column F)
1	ARABIC INTL Movies				36	
2	FRENCH INTL Movies				36	
3	GERMAN INTL Movies				36	
4	SPANISH INTL Movies				36	
5	ITALIAN INTL Movies				36	
6	RUSSIAN INTL Movies				36	
7	JAPANESE INTL Movies				36	
8	KOREAN INTL Movies				36	
9	CHINESE INTL Movies				36	
					Sum Total of Table 11:	

TABLE 12. Audio Books

A	B	C	D	E=(C+D)	F	G
Sr. No.	Particulars	Flat Rate	Taxes	Nett Price for 2 months for SVDU only	Estimated Audio Books for 3 years	Amount which contributes to L1 (Column E) X(Column F)



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

1.	Audio Books				1	
					Sum Total of Table 12:	

TABLE 13. Creation of customized content Promo of new IFE Content in every play period (Hollywood Promo / Bollywood Promo / SSCE Promo) Air India will retain the rights to place the promos on its website under IFE.

A	B	C	D =B+C	E	F
Particulars	Flat Rate per promo	Taxes	Nett Price	Estimated IFE Promos for 3 years	Amount which contributes to L1(Column D) X (Column E)
Creation of customized content Promo (3 types) of new IFE Content in every play period. (up to 10 minutes duration)				108	
				Sum Total of TABLE 13:	

TABLE 14. GUI Design (Graphical User Interfaces)

A	B	C	D =B+C	E	F
GUI DESIGN	Flat Rate	Taxes	Net Price	Estimated frequency of GUI Design CHANGE in 3 years (check)	Amount which contributes to L1(Column D) X (Column E)
i4000				2	
i5000				2	
i8000				2	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Panasonic				2	
AVANT				2	
				Sum Total of Table 14:	

TABLE 15. Encoding Content of IFE Content on Thales IFE Systems – i4000, i5000, i8000 & AVANT for each new content added for every play period & Panasonic DMPES

A	B	C	D=(B+C)	E	F
Particulars	Flat Rate per minute	Taxes	Nett Price	Estimated Quantity for 3 years in minutes	Amount which contributes to L1 Nett price of 2 months (figure in column D) X (figure in column E) =
Encoding of IFE Video Content Mpeg 1				75600 minutes	
Encoding of IFE Video Content Mpeg 2				90000 minutes	
Encoding of IFE Video Content Mpeg 4				90000 minutes	
Encoding of IFE Video Content with insertion of advertisements Mpeg 1(for SVDU)				125000 minutes	
Encoding of IFE Video Content with insertion of advertisements Mpeg 2(for SVDU)				180000 minutes	
Encoding of IFE Video Content with insertion of advertisements Mpeg 4(for SVDU)				180000 minutes	
Encoding of IFE Audio Content Mp3				43200 minutes	
Encoding of IFE Audio Content with insertion of advertisements Mp3(for SVDU)				50,000 minutes	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Encoding of IFE Audio Content for Wi-Fi streaming(not to exceed rates of MPEG 4 encoding format and will not be considered for Commercial Evaluation)				50,000 minutes	
Encoding of IFE Video Content for Wi-Fi streaming(not to exceed rates of MPEG 4 encoding format and will not be considered for Commercial Evaluation)				90000 minutes	
				Sum Total of Table 15:	

TABLE 16 . Integration of IFE Content on Thales IFE Systems - i4000, i5000, i8000, AVANT & Panasonic :

Per minute cost for each IFE System for each new content added for every play period.

Integration costs of advertisements sourced by the A&CSP will be borne by the A&CSP and Air India will bear the advertisements costs sourced by Air India.

A	B	C	D	E=(C +D)	F	G
Particulars	Per minute cost for each IFE System for each new content added for every play period.	Rate per minute	Tax es	Nett Price	Estimated Quantity for 3 years in minutes	Amount which contributes to L1= Nett price of 2months (figure in column E) X (figure in column F)
Integration of IFE Video Content i4000					75600 minutes	
Integration of IFE Video Content i5000					1,17,000 minutes	
Integration of IFE Video Content i8000					1,17,000 minutes	
Integration of IFE Video Content AVANT					1,17,000 minutes	
Integration of IFE Video Content Panasonic					1,17,000 minutes	
Integration of IFE Audio Content i4000					27,000 minutes	
Integration of IFE Audio Content i5000					54,000 minutes	
Integration of IFE Audio Content i8000					54,000 minutes	
Integration of IFE Audio Content					54,000 minutes	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

AVANT						
Integration of IFE Audio Content Panasonic					54,000 minutes	
Integration of IFE Video Content i4000 with insertion of advertisements sourced by AI					80000 minutes	
Integration of IFE Video Content i5000 with insertion of advertisements sourced by AI					2,50,000 minutes	
Integration of IFE Video Content i8000 with insertion of advertisements sourced by AI					2,50,000 minutes	
Integration of IFE Video Content AVANT with insertion of advertisements sourced by AI					2,50,000 minutes	
Integration of IFE Video Content Panasonic with insertion of advertisements sourced by AI					2,50,000 minutes	
Integration of IFE Audio Content i4000 with insertion of advertisements sourced by AI					30,000 minutes	
Integration of IFE Audio Content i5000 with insertion of advertisements sourced by AI					30,000 minutes	
Integration of IFE Audio Content i8000 with insertion of advertisements sourced by AI					30,000 minutes	
Integration of IFE Audio Content AVANT with insertion of advertisements sourced by AI					30,000 minutes	
Integration of IFE Audio Content Panasonic with insertion of advertisements sourced by AI					30,000 minutes	
					Sum Total of TABLE 16:	

TABLE 17. Pre-recorded Announcements : Requirements of PRAMs will be based on Aircraft Type, Different Indian & International Languages. The quantities & types will be as desired by Air India & in liaison with IFSTD & Flight Safety Department of Air India. Aircraft B777-300ER, B777-200 LR, B747-400, B787-800, B737-800, A319, A320, A321, A330, **Panasonic** and any other aircraft type that may be inducted in Air India's fleet.

Air India may avail ALL or PART of the services offered by the A&CSP during the period of the contract.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

A	B	C	D =(B+C)	E	F
Requirements of PRAMs	Flat Rate per PRAMs including encoding & integration	Taxes	Net Price	Estimated Quantity for 3 years (twice change)	Amount which contributes to L1 = Nett price of 2months (figure in column D) X (figure in column E)
Pre-recorded Announcements in Indian Regional Languages				200	
Pre-recorded Announcements in International Languages				200	
				Sum Total of Table 17:	

TABLE 18.Format of Flight Safety Film in Live Action Shoot without charges for “Models/Actors”.

Air India may avail ALL or PART of the services offered by the A&CSP during the period of the contract.

A	B	C	D	E =(C+D)	F	G
Sr No	Type of Aircraft	Flat Rate	Taxes	Net Price	Estimated Quantity for 3 years	Amount which contributes to L1 = Nett price of 2months (figure in column E) X (figure in column F)
1	BOE 787-800				1	
2	BOE 777-200LR				1	
3	BOE 777-300ER				1	
4	BOE 777-300ER (AVANT),				1	
5	BOE 777-300ER (Panasonic)				1	
6	BOE 747-400				1	
7	BOE 737-800				1	
8	A319				1	
9	A320				1	
10	A321				1	
11	A330				1	
12	Insertion of Picture in Picture video for hearing impaired person.				1	
13	Subtitling in Hindi				1	
14	Subtitling in English				1	
15	Voice over in Hindi				1	
16	Voice over in English				1	
					Sum Total of Table 18:	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

TABLE 19. Format of Flight Safety Film in 2D

Air India may avail ALL or PART of the services offered by the A&CSP during the period of the contract.

A	B	C	D	E=(C+D)	F	G
Sr No	Type of Aircraft	Flat Rate	Taxes	Net Price	Estimated Quantity for 3 years	Amount which contributes to L1 = Nett price of 2months (figure in column E) X (figure in column F)
1	BOE 787-800				1	
2	BOE 777-200LR				1	
3	BOE 777- 300ER				1	
4	BOE 777-300ER (AVANT)				1	
5	BOE 777-300ER (Panasonic)					
6	BOE 747-400				1	
7	BOE 737-800				1	
8	A319				1	
9	A320				1	
10	A321				1	
11	A330				1	
12	Insertion of Picture in Picture video for hearing impaired person.				1	
13	Subtitling in Hindi				1	
14	Subtitling in English				1	
15	Voice over in Hindi				1	
16	Voice over in English				1	
					Sum Total of Table 19:	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

TABLE 20. Format of Flight Safety Film in 3D

Air India may avail ALL or PART of the services offered by the A&CSP during the period of the contract.

A	B	C	D	E =(C+D)	F	G
Sr No	Type of Aircraft	Flat Rate	Taxes	Net Price	Estimated Quantity for 3 years	Amount which contributes to L1 = Nett price of 2months (figure in column E) X (figure in column F)
1	BOE 787-800				1	
2	BOE 777-200LR				1	
3	BOE 777- 300ER				1	
4	BOE 777-300ER(AVANT),				1	
5	BOE 777-300ER(Panasonic)					
6	BOE 747-400				1	
7	BOE 737-800				1	
8	A319				1	
9	A320				1	
10	A321				1	
11	A330				1	
12	Insertion of Picture in Picture video for hearing impaired person.				1	
13	Subtitling in Hindi				1	
14	Subtitling in English				1	
15	Voice over in Hindi				1	
16	Voice over in English				1	
					Sum Total of Table 20:	

Applicable for Table 18 to 20

Flight Safety Films. – 2D Animated Films, 3D Animated Films & Live Action Shoot. with or without picture in picture video for hearing impaired person, will be based on Aircraft Type, The quantities & types will be as desired by Air India & in liaison with IFSTDC & Flight Safety Department of Air India. Aircraft B777-300ER, B777-300ER (AVANT), B777-200 LR, B747-400, B787-800, B737-800, A319, A320, A321, A330, **Panasonic** and any other aircraft type that may be inducted in Air India's fleet.

Air India may avail ALL or PART of the services offered by the Successful Bidder during the period of the contract.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

TABLE 21. Flight Amenity Film in 2D

A	B	C	D	E=(C+D)	F	G
Sr No	Type of Aircraft	Flat Rate	Taxes	Net Price	Estimated Quantity for 3 years	Amount which contributes to L1 = Nett price of 2months (figure in column E) X (figure in column F)
1	BOE 787-800				1	
2	BOE 777-200LR				1	
3	BOE 777- 300ER				1	
4	BOE 777-300ER (AVANT)				1	
5	BOE 777-300ER (Panasonic)					
6	BOE 747-400				1	
7	BOE 737-800				1	
8	A319				1	
9	A320				1	
10	A321				1	
11	A330				1	
12	Insertion of Picture in Picture video for hearing impaired person.				1	
13	Subtitling in Hindi				1	
14	Subtitling in English				1	
15	Voice over in Hindi				1	
16	Voice over in English				1	
					Sum Total of Table 21:	

TABLE 22. Flight Amenity Film in 3D

Air India may avail ALL or PART of the services offered by the A&CSP during the period of the contract.

A	B	C	D	E=(C+D)	F	G
Sr No	Type of Aircraft	Flat Rate	Taxes	Net Price	Estimated Quantity for 3 years	Amount which contributes to L1 = Nett price of 2months (figure in column E) X (figure in column F)
1	BOE 787-800				1	
2	BOE 777-200LR				1	
3	BOE 777- 300ER				1	
4	BOE 777-300ER (AVANT)				1	
5	BOE 777-300ER (Panasonic)					
6	BOE 747-400				1	
7	BOE 737-800				1	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

8	A319				1	
9	A320				1	
10	A321				1	
11	A330				1	
12	Insertion of Picture in Picture video for hearing impaired person.				1	
13	Subtitling in Hindi				1	
14	Subtitling in English				1	
15	Voice over in Hindi				1	
16	Voice over in English				1	
					Sum Total of Table 22:	

TABLE 23. Flight Amenity Film in Live Action Shoot without charges for “Models/ Actors”

Air India may avail ALL or PART of the services offered by the A&CSP during the period of the contract.

A	B	C	D	E =(C+D)	F	G
Sr No	Type of Aircraft	Flat Rate	Taxes	Net Price	Estimated Quantity for 3 years	Amount which contributes to L1 = Nett price of 2months (figure in column E) X (figure in column F)
1	BOE 787-800				1	
2	BOE 777-200LR				1	
3	BOE 777- 300ER				1	
4	BOE 777-300ER (AVANT),				1	
5	BOE 777-300ER (Panasonic)					
6	BOE 747-400				1	
7	BOE 737-800				1	
8	A319				1	
9	A320				1	
10	A321				1	
11	A330				1	
12	Insertion of Picture in Picture video for hearing impaired person.				1	
13	Subtitling in Hindi				1	
14	Subtitling in English				1	
15	Voice over in Hindi				1	
16	Voice over in English				1	
					Sum Total of Table 23:	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Applicable for Table 21 to 23

Flight Amenity Films. – 2D Animated Films , 3D Animated Films & Live Action Shoot.

Requirements of Flight Amenity Films, with or without picture in picture video for hearing impaired person, will be based on Aircraft Type, The quantities & types will be as desired by Air India & in liaison with IFSTDC & Flight Safety Department of Air India. Aircraft B777-300ER, B777-200 LR, B747-400, B787-800, B737-800, A319, A320, A321, A330, **Panasonic and** any other aircraft type that may be inducted in Air India's fleet

Air India may avail ALL or PART of the services offered by the Successful Bidder during the period of the contract.

TABLE 24. Each Language of each Flight Safety & Amenity Film per aircraft type (including Voice over, Subtitling, Encoding & Integration & will be based on requirement in different Indian & International Languages. The quantities & type of language will be as desired by Air India & in liaison with IFSTDC & Flight Safety Department of Air India. For Aircraft B777-300ER, B777-300ER(AVANT), B777-200 LR, B747-400, B787-800, B737-800, A319, A320, A321, A330, **Panasonic and** any other aircraft type that may be inducted in Air India's fleet

A	B	C	D =(B+C)	E	F
Type of Language	Flat Rate per Language	Taxes	Net Price	Estimated Quantity for 3 years	Amount which contributes to L1 = Nett price of 2months (figure in column D) X (figure in column E)
Flight Safety in Indian Regional Languages				200	
Flight Safety in International Languages				200	
Flight Amenity Film in Indian Regional Languages				200	
Flight Amenity Film in International Languages				200	
				Sum Total of Table 24:	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

TABLE 25. Designing & Printing of Airline Inflight Entertainment Magazine (Monthly) - Images & Synopsis for respective IFE Content will need to be provided

Air India may avail ALL or PART of the services offered by the A&CSP during the period of the contract.

A	B	C	D=(B+C)	E	F
Particulars	Flat Rate per 20 Pages	Taxes	Net Price	Estimated Quantity for 3 years (Once every month)	Amount which contributes to L1 = Nett price of 2months (figure in column D) X (figure in column E)
Designing				36	
Printing in Hindi & English				50000x36	
				Sum Total of Table 25:	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

EVALUATION TABLE FOR RATES QUOTED

S/no.	Table Reference	Value
1	Sum Total of Table -1 Amount = Nett price of 2months Nett price of 2months corresponding to flight level slab (figure in column E) X (figure in column F) X 3000 Flight levels will be taken for calculation as mentioned in the method to determine L1	
2	Sum Total of Table – 2	
3	Sum Total of Table – 3	
4	Sum Total of Table – 4	
5	Sum Total of Table – 5	
6	Sum Total of Table – 6	
7	Sum Total of Table – 7	
8	Sum Total of Table – 8	
9	Sum Total of Table – 9	
10	Sum Total of Table - 10	
11	Sum Total of Table - 11	
12	Sum Total of Table - 12	
13	Sum Total of Table - 13	
14	Sum Total of Table – 14	
15	Sum Total of Table – 15	
16	Sum Total of Table – 16	
17	Sum Total of Table – 17	
18	Sum Total of Table – 18	



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

19	Sum Total of Table – 19	
20	Sum Total of Table - 20	
21	Sum Total of Table - 21	
22	Sum Total of Table - 22	
23	Sum Total of Table – 23	
24	Sum Total of Table – 24	
25	Sum Total of Table - 25	
Net Bid Value		

Air India may avail ALL or PART of the services offered by the Successful Bidder during the period of the Contract. All the costs incurred are for limited purposes of the financial evaluation of the bid responses. There is neither minimum guarantee in terms of the volume of services / activities indicated in this tender nor any minimum guaranteed amount payable under this tender. L1 will be determined on the basis of the Net Bid Value (Sum total of the offers received in tables 1 to 25)

AUTHORISED SIGNATORY

Signature : _____

Name : _____

Designation : _____

Company Seal : _____



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Tender for appointment of Advertising and Content Service Provider for In-flight Entertainment on-board Air India aircraft	
CERTIFICATE (ON BIDDER'S LETTERHEAD)	Annexure - I

AirIndiaLimited tender ref no. IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019.

To,

Executive Director (Customer Services)

Air India Ltd.,

Inflight Services Dept.,

2nd Floor, Building No. 2,

Air India Reservation Office,

Sri Aurobindo Marg,

New Delhi 110003 India.

Sir,

It is certified that we have studied and understood the Functional requirements, Terms and conditions of the tender No. IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019 for appointment of an Advertising and Content Service Provider for IFE on-board Air India aircraft, and we agree to abide by the same unconditionally. Further, we certify that all the information as submitted by us in our bid (technical and commercial) is true and correct as on the date of submission of the bid.

We shall also indemnify AIL against all claims of royalty/intellectual Property Rights/distribution rights from any other third party and also indemnify Air India of secrecy regarding the contents of our IFE. Further, we shall indemnify Air India in the event of any loss/damage caused to AIL on account of false, misleading and/or incorrect information in our bid (technical and commercial).

We also undertake to provide local support in India in respect of all requirements in this tender.

AUTHORISED SIGNATORY

Signature : _____
 Name : _____
 Designation : _____
 Company Seal : _____



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

Tender for appointment of Advertising and Content Service Provider for In-flight Entertainment on-board Air India aircraft	
INTEGRITY PACT (ON BIDDER'S LETTERHEAD)	Annexure - J

Air India Limited tender ref no. IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019.

INTEGRITY PACT

Between

Air India Ltd. hereinafter referred to as "The Principal",

And

_____ hereinafter referred to as "The Bidder/ Contractor"

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract(s) for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. The word 'take' shall also include the past and future.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or the conduct rules of the Principal, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

- 1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption in their dealings with AIR INDIA LIMITED. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at (Page nos. 6-7).

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. The Bidder(s)/Contractor(s) shall not approach the Courts while representing the matters to IEMs and they will await the decision of the IEMs in the matter.

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

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is placed at Page nos. 8-16.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

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

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

1. In case of Sub-contracting the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 –Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor/Monitors

1. The Principal appoints Dr.(Mrs) Meeran Chadha Borwankar, IPS (Retd), E-mail: meeranborwankar@gmail.com, as competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to the Chairman, AIR INDIA LIMITED.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractor(s) with confidentiality. The monitor has also



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising out at a later date, the IEM shall inform Chairman, AIL and excuse himself / herself from that case.

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

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

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

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

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

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 Months after the last payment under the contract, and for all other Bidders 6 Months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of AIR INDIA LIMITED .

Section 10 – Other provisions

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



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issue like Warranty / Guaranty etc. shall be outside the preview of IEMs.
6. In the case of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of

Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with AIR INDIA LIMITED Departments/Stations shall apply for registration in the prescribed Application –Form.
 - 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by AIR INDIA LIMITED Departments/Stations.
 - 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.
 - 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by AIR INDIA LIMITED in Indian Rupees only.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by AIR INDIA LIMITED in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by AIR INDIA LIMITED. Besides this there would be a penalty of banning business dealings with AIR INDIA LIMITED or damage or payment of a named sum.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

GUIDELINES ON BANNING OF BUSINESS DEALINGS

CONTENTS

S.No.	Description	<u>Page(s)</u>
1.	Introduction	9
2.	Scope	9
3.	Definitions	10
4.	Initiation of Banning / Suspension	10-11
5.	Suspension of Business Dealings	11-12
6.	Ground on which Banning of Business Dealing can be initiated	12-13
7.	Banning of Business Dealings	13-14
8.	Removal from List of Approved Agencies-Suppliers/Contractors etc.	14
9.	Procedure for issuing Show-cause Notice	15
10.	Appeal against the Decision of the Competent Authority	15
11.	Review of the Decision by the Competent Authority	15
12.	Circulation of the names of Agencies with whom Business Dealings have been banned	15-16



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

1. Introduction

- 1.1 AIR INDIA LIMITED, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of the Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. AIR INDIA LIMITED has also to safeguard its commercial interests. AIR INDIA LIMITED deals with *Agencies*, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of AIR INDIA LIMITED to deal with Agencies who commit deception, fraud or exercise of coercion or undue influence or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on AIR INDIA LIMITED to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 The General Conditions of Contract (GCC) of AIR INDIA LIMITED generally provide that AIR INDIA LIMITED reserves its rights to remove from list of approved suppliers/contractors or to ban business dealings if any Agency has been found to have committed misconduct, violation of any law or any term of the agreement and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/customers/buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3 However, absence of such a clause does not in any way restrict the right of Company (AIR INDIA LIMITED) to take action/decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

- 2.5 These guidelines apply to all the Departments/Stations and subsidiaries of AIR INDIA LIMITED.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor/inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) *'Party/Contractor/Supplier/Purchaser/Customer'* shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. *'Party/Contractor/Supplier/Purchaser/Customer'* in the context of these guidelines is indicated as *'Agency'*.
- ii) *'Inter-connected Agency'* shall mean two or more companies having any of the following features:
- a. If one is a subsidiary of the other.
 - b. If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c. If Management is common;
 - d. If one owns or controls the other in any manner;
- iii) *'Competent Authority'* and *'Appellate Authority'* shall mean the following:
- a. For Company (entire AIR INDIA LIMITED) wide Banning
The Executive Director – SBU in charge of Procurement shall be the *'Competent Authority'* for the purpose of these guidelines. Chairman, AIR INDIA LIMITED shall be the *'Appellate Authority'* in respect of such cases.
 - b. In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach AIR INDIA LIMITED Board as Second Appellate Authority.
 - c. For Departments / Stations only
Any officer not below the rank of Executive Director appointed or nominated by the Functional Director / SBU Head shall be the *'Appellate Authority'* in all such cases.
 - d. Chairman, AIR INDIA LIMITED shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

iv) '*Investigating Department*' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other authority or agency set up by the Central or State Government having powers to investigate.

v) '*List of approved Agencies - Parties/Contractors/Suppliers/ Purchasers/Customers*' shall mean and include list of approved/registered Agencies - *Parties/Contractors/Suppliers/ Purchasers/Customers*, etc.

4. Initiation of Banning/Suspension

Action for banning/suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. The Vigilance Department of AIR

INDIA LIMITED shall have the right to recommend banning/suspension and this shall be binding on the Department/SBU and non-compliance of these recommendations/instructions shall be deemed to be a misconduct on the part of the Head of the Department/SBU.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with AIR INDIA LIMITED is under investigation by any department (except Foreign Suppliers of imported coal/coke), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the Departments/Stations. During the period of suspension, no business dealing may be held with the Agency.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct/violation under investigation is very serious and it would not be in the interest of AIR INDIA LIMITED, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), AIR INDIA LIMITED Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct/violation, it would not be desirable for all the Departments/Stations and Subsidiaries of AIR INDIA LIMITED to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Departments/Stations by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 For suspension of business dealings with Foreign Suppliers, following shall be the procedure :-
- i. Suspension of the foreign suppliers shall apply throughout the Company including Subsidiaries.
 - ii. Based on the complaint forwarded by ED-MM or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of AIR INDIA LIMITED to continue to deal with such an agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director-Procurement to place it before a Committee consisting of the following :
 - 1. Director-Finance/Head of Corporate Finance;
 - 2. SBU Head/Department concerned;
 - 3. ED-Headquarters/Head of Corporate Office;
 - 4. GM-Legal/Head of Corporate Law.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED-MM.

- iii. The comments/recommendations of the Committee shall then be placed by ED-MM before the Board of AIR INDIA LIMITED and if the Board opines that it is a fit case for suspension, SBU Head may pass necessary orders which shall be communicated to the foreign supplier by ED-Headquarters.

- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Grounds on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director/Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or AIR INDIA LIMITED, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return/refund the dues of AIR INDIA LIMITED without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise; If the Agency has resorted to Corrupt, fraudulent practices, coercion, undue influence and other violations including misrepresentation of facts;



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

- 6.7 If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (AIR INDIA LIMITED) or its official in acceptance/ performances of the job under the contract;
 - 6.8 If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations;
 - 6.9 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Company (AIR INDIA LIMITED) or not;
 - 6.10 Based on the findings of the investigation report of CBI/Police/internal Vigilance or any other investigative agency including Government Audit against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (AIR INDIA LIMITED) or even otherwise;
 - 6.11 Established litigant nature of the Agency to derive undue benefit;
 - 6.12 Continued poor performance of the Agency in several contracts;
 - 6.13 If the Agency misuses the premises or facilities of the Company (AIR INDIA LIMITED), forcefully occupies tampers or damages the Company's properties including land, water resources, forests / trees, etc.
 - 6.14 The Corporate Vigilance shall process the proposal of the Department/Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.
(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).
- 7 Banning of Business Dealings
- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including Subsidiaries. However, the Competent Authority of the Department/Unit except Corporate Office can impose such ban unit-wise only if in the particular case banning of business dealings by respective Department/Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/default to beyond the Department/Unit. Any ban imposed by Corporate Office shall be applicable across all Departments/Stations of the Company including Subsidiaries.
 - 7.2 For Company-wide banning, the proposal should be sent by ACVO of the Department/Unit to the CVO through the Chief Executive of the Department/Unit setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported coal/coke.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

The Corporate Vigilance shall process the proposal of the Department/Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.

The CVO shall get feedback about that agency from all other Departments/Stations. Based on this feedback, a prima-facie decision for banning/or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout AIR INDIA LIMITED.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the Competent Authority.

- 7.3 There will be a Standing Committee in each Department/Unit to be appointed by Chief Executive for processing the cases of “Banning of Business Dealings” except for banning of business dealings with foreign suppliers of coal/coke. However, for procurement of items/award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of Executive Director/General Manager from Finance, Procurement and Legal:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide/Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

- 7.4 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

8 Removal from List of Approved Agencies - Suppliers/Contractors, etc.

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers/Contractors, etc.



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.
- 9 Show-cause Notice
 - 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
 - 9.2 If the Agency requests for inspection of any relevant document in possession of AIR INDIA LIMITED, necessary facility for inspection of documents may be provided.
 - 9.3 The Competent Authority may consider and pass an appropriate speaking order:
 - a. For exonerating the Agency if the charges are not established;
 - b. For removing the Agency from the list of approved Suppliers/Contractors, etc.
 - c. For banning the business dealing with the Agency.
 - 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.
- 10 Appeal against the Decision of the Competent Authority
 - 10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall be to the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
 - 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.
- 11 Review of the Decision by the Competent Authority

Any petition/application filed by the Agency concerning the review of the banning order passed originally by Chief Executive/Competent Authority under the existing guidelines either



Tender Ref. No: IFSD/ENTT/A&CSP/2019/01 dated 30th Aug 2019

before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive/Competent Authority upon disclosure of new facts/circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

12 Circulation of the names of Agencies with whom Business Dealings have been banned

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, AIR INDIA LIMITED may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.
- 12.4 Based on the above, Departments/Stations may formulate their own procedure for implementation of the Guidelines.

END OF DOCUMENT