[Applicable for Malaysia]

REQUEST FOR PROPOSAL

FOR

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

ISSUED BY

AIR INDIA LIMITED

Registered Office at:

Block 4, Vatika One on One, Sector 16, NH 48, Gurugram, Haryana - 122007

Date of Issue: 02nd November 2026

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DISCLAIMER

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

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

This **RFP** is neither an agreement nor an offer and shall only be treated as an invitation to offer by Air India to the prospective **Applicant(s)** or any other Person and no agreement or transaction shall be deemed to be entered into, either oral or in writing, till a formal agreement is executed between Air India and the **selected GSA** with regards to the subject matter hereof.

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

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

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

Air India, its employees, officers, directors, consultants, contractors, agents and advisors make no representation or warranty and shall have no liability or responsibility to any Person, including any Applicant under any Applicable Laws, statutes, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be caused or incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way from participation in this Application Process.

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

This RFP does not imply that Air India is bound to select an Applicant or to appoint the selected GSA, as the case may be, and Air India reserves the right to reject all or any of the proposals without assigning any reason at any time.

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

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

This RFP is not transferable.

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

Each Applicant's acceptance of delivery of this RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFP, the recipient agrees that this RFP and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.

Air India Limited
APPLICATION SCHEDULE

The schedule of application shall be as follows:

S. No.	Event Description	Date
1.	Issue of Notice Inviting Proposals and publication of RFP	02-11-2026
2.	Last date for submission of queries (if any) by Applicants on the RFP	20-11-2026
3.	Last date for submission of proposal	27-11-2026
4.	Contact Person	Name: Mr. Gaurav Puri, Mr. Farshogar Parvez Guzdar Email: gaurav.puri@airindia.com, fp.guzdar@airindia.com

AIR INDIA LIMITED

REQUEST FOR PROPOSALS FOR **APPOINTMENT OF GENERAL SALES AGENT FOR PASSENGER SALES OF AIR INDIA**

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

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

a. **"Applicable Law"** shall mean all applicable statutes, laws, by-laws (including building by-laws), rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority, statutory authority or other municipal and local authorities or court or other law, having the force of law in India, whether in effect on the date of issuance of this RFP or thereafter.

b. **"ASKM"** shall mean the total number of available seats per kilometer of flights of Air India from the Territory to India. The ASKM immediately preceding one month before the date of execution of the GSA Agreement will be calculated / recorded by Air India at the time of execution of the GSA Agreement.

c. **"Applicant"** shall mean the eligible entity who intends to participate in the Application Process.

d. **"RFP"** shall mean the present document including its Annexures, exhibits, attachments, any addenda or corrigendum to this RFP and any other document issued pursuant hereto including all written responses, amendments and clarifications issued by Air India, from time to time.

e. **"Application Process"** shall mean the process for submission of the proposal by the Applicant in response RFP, as more specifically set out in Clause 8 hereof.

f. **"Coercive Practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or property to influence any Person's participation or action in the Application Process.

g. **"Control"** shall mean and include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner.

h. **"Corrupt Practice"** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Application Process. For avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Air India who is or has been associated in any manner, directly or indirectly, with the Application Process, at any time prior to the expiry of one (1) year from the date such official resigns or retires from or otherwise ceases to be in the service of Air India, shall be deemed to constitute influencing the actions of a Person connected with the Application Process.

i. **"Fraudulent Practice"** means a misrepresentation or omission or non-disclosure or suppression of facts or information or disclosure of incomplete or incorrect facts or information, in order to influence in any manner, directly or indirectly, the Application Process.

j. **"Person"** means any natural person, limited or unlimited liability company, corporation (including any non-profit corporation), partnership (whether registered, unregistered, general, limited or unlimited), sole proprietorship, unincorporated association, joint venture, Hindu undivided family, trust, firm, union, association, governmental authority, government or other enterprise, association, organization or trust or entity whether or not required to be incorporated or registered under Applicable Law or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law.

k. **"Project"** shall mean appointment of selected Applicant as general sales agent for sale of air passenger transportation of Air India in the Territory.

l. **"Restrictive Practice"** means forming a cartel or a group or association or arriving at any understanding or arrangement, whether or not in writing, with the objective of restricting or manipulating or compromising, whether directly or indirectly, in the conduct of a full, fair and transparent competition in the Application Process.

m. **"Supporting Documents"** shall mean all such documents, deeds, certificates, letters, undertakings and any other submission as are required to be submitted by an Applicant to Air India as part of its proposal in accordance with the terms of this RFP.

n. **"Territory"** shall mean the geographical limits of the country i.e., Malaysia.

o. "**Turnover**" shall mean total annual sale made by the Applicant and the Billing & Settlement Plan (BSP)/Area Reporting Corporation (ARC) agents (if any) working under the Applicant, in respect of airline transportation business on which the Applicant is eligible to remuneration in any form on such sale. Turnover shall mean the turnover of the Applicant and does not include turnover of its group, subsidiary or associate entities.

1.2 **Interpretation:**

a. Throughout this RFP, unless indicated otherwise by the context, the singular also includes plural.

b. Any reference in this RFP to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision, and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it, as may be, from time to time, amended, modified, extended or re-enacted, whether before or after the date of this RFP.

c. The words "hereof," "herein", "hereunder" and words of similar import when used in this RFP shall refer to this RFP as a whole and not to any particular provision of this RFP. The words "include" and "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.

d. The headings in this RFP are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.

e. References to Clauses and sub-Clauses are, unless the context otherwise requires, references to Clauses and sub-Clauses of this RFP.

f. References to days, months and years are references to calendar days, calendar months and calendar years respectively.

2. BRIEF OVERVIEW

2.1. Air India is the leading Air Carrier of India and operates flights to both domestic and international destinations. Air India is inviting proposals from eligible applicants with the objective of appointment of General Sales Agent (GSA) for sale of air passenger transportation of Air India within the Territory that will provide best value by enhancing the customers experience through exceptional service while being in compliance at all times with all Applicable Laws, including regulations, orders, etc. (by whatsoever name called), as well as any other policies and/ or practices as may be prescribed by Air India from time to time.

2.2. The GSA shall be the exclusive representative of Air India in the Territory and shall be required to carry out the Works.

2.3. Applicants should read all the terms and conditions contained in this RFP and its Annexures fully and carefully and any application submitted pursuant hereto shall be deemed acceptance thereof. Proposals submitted in any form or on terms other than those prescribed in the RFP shall not be considered.

2.4. Applicants shall be required to submit their proposals in accordance with the Application Process as stipulated under Clause 8 of this RFP.

2.5. Air India reserves the right to withdraw the RFP (in whole or in part) at any time and shall not be required to give any notice and/ or details as to the reasons in respect thereof.

2.6. This RFP does not imply that Air India is bound to consider the proposal submitted by the Applicant and/ or select an Applicant or to appoint the selected GSA, as the case may be, and Air India reserves the right to reject all or any of the proposals without assigning any reason at any time.

2.7. On account of being a private entity, Air India shall not be bound by the provisions of the Right to Information Act, 2005 AND neither is Air India bound to provide any detailed explanations for any of its decisions taken under this RFP.

2.8. Air India currently maintains direct passenger flight operations between India and Malaysia and participates in BSP Malaysia. Commercial details, including indicative revenue, agent listings and other relevant market information, may be shared separately with prospective applicants at a subsequent stage of the process, subject to execution of appropriate confidentiality undertakings.

Prospective applicants are required to independently assess and project the revenue potential for the territory for the next two (2) years, supported by clear market assumptions, distribution strategy and agent engagement plans.

The prospective applicant shall demonstrate the capability to deploy adequate and qualified resources, including but not limited to accounts and finance personnel, to ensure full compliance with all applicable local laws and regulations in Malaysia, including IATA requirements governing airline sales and representation.

The applicant shall further confirm its ability to support Air India in fulfilling any statutory, fiscal or regulatory obligations in the territory, including but not limited to VAT registration, tax filings, reporting requirements and any other compliance measures necessary for lawful sales representation and business operations in Malaysia. The applicant shall also be responsible for liaising with local authorities, regulators and industry bodies, as required, to ensure ongoing compliance.

3. RFP INFORMATION

3.1. This RFP shall only be treated as an invitation by Air India to offer to the prospective **Applicant(s)** or any other Person to submit proposals AND it does not create any binding commitment upon Air India or the Applicant to deem or impliedly construe any relationship or obligation towards each other.

3.2. In response to the RFP, any proposal in whatsoever form/ manner received from the Applicant shall be deemed as an offer. Any process/ action undertaken by Air India post receipt of the offer shall be in consideration/ discussion/ negotiation of the offer AND under no circumstance it shall be regarded as an acceptance, save and except when a letter of award (or any other definitive document of the similar form) has been issued by Air India to the Applicant.

3.3. no agreement or transaction shall be deemed to be entered into, either oral or in writing, till a formal agreement is executed between Air India and the **selected GSA** with regards to the subject matter hereof.

3.4. The term of the GSA Engagement shall be 02 (two) years from the date of appointment, (unless terminated earlier). This term may however be varied by Air India at any time prior to the award of business.

3.5. The selected Applicant may be appointed as a passenger GSA.

3.6. All enquiries relating to this RFP must be made in the first instance to the Persons specified herein in writing via e-mail. If an answer to a question raised by an Applicant changes or supplements the basis for the proposals then the relevant document will be revised.

4. ELIGIBILITY CONDITIONS

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

a. The Applicant for pre-qualification may be:

   i. a company registered under the applicable laws in the Territory; or

   ii. a partnership firm as per the applicable laws in the Territory; or

   iii. a sole proprietorship firm as per the applicable laws in the Territory; or

   iv. a joint venture of any of the entities [as specified in sub-clause (i), (ii) or (iii)].

b. The Applicants who have experience in works and have established organization for taking up such works and who satisfy the eligibility criteria given in the RFP need only apply.

c. None of the Applicants, its directors, promoters, partners or associates (as the case may be) have been convicted by a court of law for any offence committed for any financial crimes or money-laundering activities. Further, the Applicants, its directors, promoters, partners or associates (as the case may be) must not have been blacklisted, debarred or suspended by any governmental authority in India or any other territory, in relation to any public procurement works/contracts.

d. No change in Control of the selected GSA shall be allowed at any time during the term of the appointment without prior written approval of Air India. The selected GSA shall not allow or register any change in its shareholding which results in a change of Control during the subsistence of the appointment without prior written approval of Air India.

e. An Applicant shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Application Process. Any Applicant found to have a Conflict of Interest shall be forthwith disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Application Process, if:

   i. the Applicant or its shareholders / partners and any other applicant or its shareholder / partner have common shareholders or beneficial owners, with the shareholding or ownership interest being equal to or in excess of 20% (twenty per cent); or

   ii. such Applicant has the same legal representative for purposes of a proposal as any other applicant; or

iii. such Applicant has a relationship with another applicant, directly or indirectly or through a common third party/parties, that puts either or both of them in a position to have access to each other's information, or to influence the proposal of either or each other; or

iv. any director, partner or other key managerial personnel of an Applicant is or have been in the past three (3) years, an officer, member, employee (permanent or on contract) of Air India.

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

f. The Applicant shall meet the eligibility criteria as stipulated in **Annexure C** of this RFP.

5. TAXES

GSA (in case appointed) will, at its cost provide to the Air India and thereafter, provide annually (unless required in any other frequency due to any change in law or other change) the following tax documents:

a. Tax Residency Certificate issued by the Tax Authorities which certify that GSA is a tax resident of Malaysia.

b. Form 41 and acknowledgment of filing it electronically (or equivalent required under Indian tax law at that time).

c. No PE declaration in the format suggested by Air India.

Each party shall be responsible for its own income taxes on its income, revenue and profits. Air India shall be entitled to withhold income tax, if any applicable with respect to the income earned by GSA under this agreement.

GSA shall indemnify Air India in case any tax arising due to misrepresentation/ omission/ negligence/ misconduct or having permanent establishment in India of GSA.

Duly signed undertaking on the letter head of the Applicant, as per the format set out in **Annexure D** hereto to be submitted.

6. RFP FEE

The RFP is free of cost.

7. RFP QUERIES AND CLARIFICATIONS

7.1. Queries or requests for additional information concerning this RFP may be sent by e-mail to Air India @ gaurav.puri@airindia.com, fp.guzdar@airindia.com . The email should clearly bear the following subject line: "*Queries/Request for Additional Information: Appointment of General Sales Agent for Passenger Sales of Air India Limited in the territory of Malaysia".*

7.2. Each query should contain complete details of facts, information and applicable clause references to the RFP relevant to the query and also the particulars of the Person posing the query.

7.3. The queries should be emailed in PDF format only on or before the last date as specified in the RFP Schedule given in this RFP.

7.4. Air India shall endeavor to respond to individual queries that are raised by the Applicants within a reasonable period of time. However, Air India reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 7.4 shall be taken or read as compelling or requiring Air India to respond to any question or to provide any clarification. Air India may, at its sole discretion, respond to individual queries by e-mail.

7.5. Air India may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by Air India shall be deemed to be part of the RFP. Provided however that, any non-written clarifications and information provided by Air India, its employees or representatives in any manner whatsoever shall not in any way or manner be binding on Air India.

7.6. Save and except as provided in this RFP, Air India shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any proposal.

8. APPLICATION PROCESS

8.1. Manner of submission of Application

a. Applicants will be required to submit two signed copies of their request proposal(s) to the address mentioned below, in sealed envelopes.

b. Applicants may also submit their request proposal(s) by email with the sealed original copies of the same to reach Air India's offices subsequently.

c. The submission should clearly be marked "Proposal for appointment as GSA in Malaysia", and addressed to: **Head- GSA Relations & Governance, Air India Limited.**

8.2. Form of Application

a. Proposals should be properly executed by duly authorized personnel of the Applicant.

b. Proposals should be duly completed in all respects as prescribed.

c. Applicants may supply any additional information they consider necessary to supplement their proposal(s)/ applications. Evaluation will only be made against the direct response to the RFP and additional information will be treated as supplementary for information purpose only.

8.3. Conditions of RFP

a. This RFP and the accompanying documents and publications and any copies made in all or part are, and shall at all times remain, the property of Air India and must be forthwith returned upon request.

b. Air India may reject a proposal if the applicant does not furnish all the information requested by Air India at the time of submission.

8.4. Application Format:

As provided in **Annexure A** attached to this RFP.

8.5. Preparation of proposals

I. The Applicant is required to submit the proposal along with the following:

i. Duly signed undertaking on the letter head of the Applicant, as per the format set out in Annexure B, Eligibility Criteria as set out in Annexure C, Form of Tax Declaration as per Annexure D; and

ii. Copies of original documents defining the constitution or legal status of the Applicant (i.e., Certificate of Incorporation, Memorandum/Articles of Association/Registration Certificate of the organization), place of registration and principal place of business; and

iii. Power of attorney / Board Resolution in favour of the individual who has been duly authorised on behalf of the Applicant to execute and submit the proposal on its behalf; and

iv. Turnover **[as defined in Clause 1, 1.1 (o) of this RFP]** of last three financial years immediately preceding the date of this RFP, duly certified by a qualified chartered account (CA) or certified public accountant (CPA) on its letterhead; and

v. Performance in Works of a similar nature and complexity over the last three years, and details of other work in hand and contractual commitments; and

vi. Reports on the financial standing of the Applicant **including profit and loss statements, balance sheets and auditor's reports for the past three years** immediately preceding the date of this RFP, and an estimated financial projection for the next two years from the date of the RFP; and

vii. Bankers and bank account details along with letter from the bank (on its letter head and bearing the common seal of the bank) with details of bank accounts of your company/organization; and

viii. Photograph of interior and exterior of the office. Attach photographs/blueprint of the exterior and interior of your existing office. The name of the organization should be clearly visible in the photograph. In case space has been identified for Air India office, photos/blueprint of the same should be attached; and

II. The proposal submitted shall be hard bound, and all pages numbered (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents). Spiral bound form, loose form etc. will not be accepted.

III. All pages in the proposal should be numbered serially, signed with seal, **along with an index of submissions**. No overwriting or cutting/usage of white correction ink would be accepted in the RFP.

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

a. is received as per the prescribed formats along with all supporting documents or annexes required to be submitted in accordance with this RFP and with documentary evidence required to support its ability to meet the eligibility conditions and as required elsewhere in this RFP;

b. is received by the Due Date including any extension thereof;

c. only one proposal has been submitted by the Applicant;

d. is submitted in physical form in the manner prescribed in this RFP;

e. contains all the information (complete in all respects in the format required) and that all relevant documents are signed, sealed and marked as required in this RFP;

f. does not contain any condition, qualification or deviation; and

g. is not non-responsive in terms hereof.

8.7. **Air India's right to seek clarifications, etc.:** Air India reserves the right to ask for any details, clarifications or any other information, to be submitted in writing from the Applicants for the purpose of evaluation of the proposals or otherwise. Air India also reserves the right to ask the Applicant to prepare presentations in respect of their proposals submitted against this RFP.

In addition to the above, if required, Air India shall also be entitled to ask the Applicant to provide bank guarantee(s)/ financial securities or similar declarations as part of the discussion(s) and assessment of the proposals submitted by the Applicants.

In the event any of the above – referred clarifications/ information/ guarantees are sought by Air India from an Applicant, then the same shall have to be provided by such Applicant within the time frame stipulated by Air India. If an Applicant fails to provide the same within the stipulated timeframe, then Air India shall have the right to reject the proposal submitted by such Applicant.

8.8. **Schedule of Application Process:** The schedule of Application Process shall be as follows:

S. No.	Event Description	Date
1.	Issue of Notice Inviting Proposals and publication of RFP	02-11-2026
2.	Last date for submission of queries (if any) by Applicants on the RFP	20-11-2026
3.	Last date for submission of proposal	27-11-2026

8.9. **ACCEPTANCE OF CONTRACT AND EVALUATION CRITERIA**

8.9.1. Air India will have no obligation arising from this RFP unless and until it enters into a definitive agreement with the selected Applicant.

8.9.2. Air India does not bind itself to accept the lowest or any other proposal for appointment as its Passenger GSA in any Territory and does not commit to awarding any business and may at its discretion either award in whole or in part or not at all. Air India will award the contract, in its sole discretion on the basis of the proposal which gives the best value to Air India, commercially, economically and operationally.

8.9.3. The criteria that Air India will use to determine the best value economically and operationally, in no order of importance, will be:

I. Capability to deliver committed service deliverables;

II. Financial condition;

III. Innovation to drive business and explore new business opportunities.

IV. Staff / personnel quality

V. Willingness to customise solutions

VI. Cost to Air India

8.9.4. The assessment of proposals may include a visit by Air India representatives to any relevant facilities/locations currently operated by the applicant. Shortlisted applicants will be required to give a presentation of their proposals to Air India at Air India offices in India, at their own cost.

9. SIGNING OF DEFINITIVE DOCUMENTS

9.1. **Signing of General Sales Agreement.** The selected GSA shall not later than 30 (thirty) days from the date the letter of award is issued by Air India to the selected GSA, sign a definitive General Sales Agency Agreement; provided that the selected GSA has been determined to be eligible and qualified in accordance with the provisions of the RFP. It is clarified that the said GSA Agreement may be varied by Air India, in accordance with the operational requirements and policies of Air India, and also to comply with any Applicable Laws.

9.2. The term of the appointment shall be for 02 (two) years. It is clarified that the continuance of the appointment at any point of time shall be subject to the General Sales Agent having met the performance targets laid down by Air India from time to time. In the event such targets are not duly performed by the General Sales Agent and no justification is given by the General Sales Agent for such non-performance or the justification given by the General Sales Agent for such non-performance is not found to be satisfactory by Air India, and Air India having consequently decided not to continue the appointment for subsequent years, then, Air India shall give to the GSA 90 (ninety) days' notice in writing of its intention to terminate the appointment.

10. INSTRUCTIONS TO APPLICANTS

10.1. General terms of submitting Proposal:

i. No Applicant is permitted to submit more than one proposal. Applicant who submits or participates in more than one Application Process will cause all the proposals with the Applicant's participation to be disqualified.

ii. Each proposal shall be complete in all respects as specified in this RFP and in case of any missing document or information, such proposal shall be treated as non-conforming and shall be liable to be rejected forthwith.

iii. The documents including this RFP and all attached documents, provided by Air India are and shall remain or become the properties of Air India and are transmitted to the Applicants solely for the purpose of providing information, preparation and the submission of proposals in accordance herewith. Applicants are required to treat all such information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their proposal. The provisions of this Clause shall also apply *mutatis mutandis* to the proposals and the supporting documents submitted by the Applicants as part of the Application Process and Air India will not return to the Applicants any proposal, the supporting documents or any information provided along therewith.

iv. **Language of the Proposal:** The proposal, and all supporting documents and all related correspondence and documents in relation to the Application Process shall be in the English language. Supporting documents and printed literature furnished by an Applicant may be in another language provided they are accompanied by appropriate translations of the pertinent passages in the English language, and are duly attested and certified to be true translations. Any Supporting Document, which is not translated into English, will not be considered.

v. It shall be deemed that by submitting the proposal and the supporting documents, each Applicant agrees and releases Air India, its employees, agents, representatives and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Application Process and waives, to the fullest extent permitted by Applicable Laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

vi. Applicants may note that Air India will not entertain any deviations to this RFP at the time of submission of the proposals or thereafter.

10.2. **Cost of submitting Proposal**

Each Applicant shall be responsible for all costs and expenses associated with any due diligence, preparation of its proposal, the supporting documents and participation in the Application Process. Air India will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Application Process including suspension or cancellation of Application Process.

10.3. **Declaration of information by the Applicants**

It shall be deemed that by submitting the proposal, the Applicant has:

a. made a complete, independent and careful examination of the RFP and unconditionally and irrevocably accepted the terms thereof;

b. made careful examination and research of all required information, inputs, conditions, circumstances and factors that may have any effect on its proposal;

c. received and reviewed all relevant information provided by Air India, as may be relevant to the proposal;

d. evaluated and accepted all the risks, contingencies and other circumstances which may influence or affect the operations;

e. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of Air India relating to any of the matters related to the Application Process or the Project;

f. satisfied itself about all matters regarding the Application Process and the Project, required for submitting an informed proposal, in accordance with this RFP and performance of all of its obligations;

g. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters related to the Application Process or the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Air India or a ground for termination of appointment by the selected GSA; and

h. Agreed to be bound by the undertakings provided by it under and in terms hereof.

i. Air India shall not be liable for any omission, mistake or error in respect of any of the information provided or on account of any matter or thing arising out of or concerning or relating to the RFP or the Application Process, including any error or mistake therein or in any information or data given by Air India.

10.4. **Verification by Air India and Disqualification**

a. Without having to provide any specific reason to the Applicant, Air India reserves the right to verify (*by itself or through the appointment of any third party*), all statements, information and documents submitted by the Applicant in response to the RFP and the Applicant shall, when so required by Air India, make available in writing, all such information, evidence and documents as may be required by Air India for such verification. For the avoidance of doubt, Air India may at any time, in its sole discretion, seek any clarifications and/or any additional information in writing from any Applicant including the selected GSA which may be required by Air India to verify all statements, information and documents submitted by such Applicant in response to the RFP. Any such verification or lack of such verification by Air India shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of Air India thereunder.

b. Without having to provide any specific reason to the Applicant, Air India reserves the right to reject any proposal, right to blacklist the Applicant, if:

i. at any time, a misrepresentation is made or uncovered, or if an Applicant gives incorrect/ inaccurate/ misleading information, or suppresses any material information/ facts in its proposal; and/or

ii. it comes to the notice of Air India at any time, that the Applicant in the immediately preceding two (2) years from the date of submission of its proposal, has failed to perform on any contract awarded to it by Air India, which is evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or an arbitration award against it, or it has been expelled from any project or contract awarded by Air India or has terminated any contract or project assigned to it by Air India due to a breach; and/or

iii. the Applicant does not provide, within the time specified by Air India, the supplemental information, evidence and documents sought by Air India for evaluation of the proposal; and/or

iv. any act or omission of the Applicant results in violation of or non-compliance with this RFP, or any other document referred therein or issued pursuant thereto or any Applicable Law; and/or

v. any fraud and/ or corrupt practices (as defined under the RFP) is made or the Applicant was declared as ineligible due to corrupt or fraudulent practices in any prior application process undertaken by Air India in the immediately preceding three (3) years, or has been black-listed by Air India; and/or

vi. the Applicant has been declared bankrupt, insolvent or has pending against it, any litigation or proceedings, before any court or authority, in relation to liquidation, dissolution or winding-up; and/or

vii. the Applicant is in breach of any provisions of the RFP.

10.5. **Litigation History**

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

10.6. **Waiver of Immunity**

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

10.7. **Rejection rights**

10.7.1 Award of the contract resulting from this RFP will be based upon the most responsive Applicant whose offer will be the most advantageous to Air India in terms of cost, functionality and other factors as specified elsewhere in this RFP.

10.7.2 Without prejudice to all the other rights entitled to Air India under this RFP or any related document, Air India also reserves the right to:

a. Reject any or all offers and discontinue this RFP process without obligation or liability to any potential Applicant

b. Share any and/or all questions from one Applicant with any and/or all other Applicants

c. Award a contract on the basis of initial offers received, without discussions or requests for best and final offers

11. FRAUD AND CORRUPT PRACTICES

11.1. The Applicants and its shareholders and their respective officers, employees, directors, representatives, contractors, agents and advisers shall observe the highest standard of ethics during the entire Application Process and till the execution of a definitive Agreement. Notwithstanding anything to the contrary contained herein, Air India may, at any time, withdraw and/or cancel or annul the Application Process, without being liable in any manner whatsoever to any Applicant, if Air India determines that any Applicant or any of its shareholders, officers, employees, directors, representatives, contractors, agents or advisers has, directly or indirectly, or through any Person, engaged in any Corrupt Practice, Fraudulent Practice, Coercive Practice and/or Restrictive Practice in the Application Process or the execution of the Agreement.

11.2. If Air India determines that any Applicant or any of its shareholders or any of their respective officers, employees, directors, representatives, contractors, agents and advisers, as the case may be, has, directly or indirectly, or through any of other Person, engaged in any Corrupt Practice, Fraudulent Practice, Coercive Practice and/or Restrictive Practice in the Application Process, in the issuance of the letter of award or the execution of the Agreement, then Air India shall be entitled to withdraw the letter of award and/or cancel or annul the Application Process without prejudice to any other right or remedy that may be available to it under the RFP or under Applicable Law or otherwise.

11.3. Without prejudice to any other right of Air India in the RFP and the rights and remedies which Air India may have otherwise, if any Applicant or any of its shareholders or any of their respective officers, employees, directors, representatives, contractors, agents and advisers, as the case may be, is found to have, directly or indirectly, or through any of other Person, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice or Restrictive Practice during the Application Process, or after the issuance of the letter of award or the during the duration of appointment, then neither that Applicant nor any of its shareholders or any of their respective officers, employees, directors, representatives, contractors, agents and advisers, shall be eligible to participate in any application process or RFP issued by Air India during a period of three (3) years from the date it is found to have been, directly or indirectly, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice or Restrictive Practices, as the case may be.

12. CANVASSING AND COLLUSIVE TENDERING

12.1. Any applicant who directly or indirectly canvasses any employee of Air India and/ or its subcontractors concerning the preparation of applications/ proposals or the award of the contract for provision of the services will be immediately disqualified.

12.2. Any applicant who undertakes or engages in the following shall be forthwith disqualified:

a. Fixes or adjusts the proposal by or in accordance with any agreement or arrangement with any person/ applicant; or

b. Communicates to any person other than Air India the amount or approximate amount of the proposed application; or

c. Enters into an agreement or arrangement with any other person/ applicant that they shall refrain from submitting a proposal or as to the amount of any proposal to be submitted; or

d. Offers to give, or agrees to give, to any person in Air India any gift or consideration of any kind whatsoever as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any act in relation to the obtaining or execution of this or any other request for proposal/ tender for Air India, or for showing or forbearing to show favor or disfavor, to any person in relation to this or any other request for proposal / tender for Air India

13. GOVERNING LAW AND JURISDICTION

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

Sd/-
(Signature)
Rajinder Nath
Head- GSA Relations & Governance,
Block 4, Level 4, Vatika One on One, IDC
Industrial Development Area, Sector 16, Gurugram, 122007.
E-mail:**Rajinder.nath@airindia.com** Web site: http:// www.airindia.com

ANNEXURE A

APPLICATION FORMAT

Applicants are required to submit a separate application for each Territory, detailing the following information:

I. Territory Applied For:

II. For each Territory, please specify
- Full legal and trading name
- Addresses of head office, registered office and branches of your organization that will represent Air India
- Contact name, telephone number, fax number, e-mail address, web site details
- Place & country of incorporation & company registration number
- Country of registration
- Year of registration
- VAT number or equivalent (Attach Copy)

III. Corporate Overview & Company Profile
- Date of commencement of business.
- Type of business entity (whether sole proprietorship, partnership, association, corporation and types of businesses currently engaged in).
- Principal business of the applicant organization
- Please list all other type(s) of businesses of the applicant organization. Please give full details.
- Brief History of the organization and its expansion since the time of commencement/inception.
- Details of capital invested, annual turnover, assets, liabilities, credit /market standing of the organization, net worth of the applicant as per latest audited annual financial statement etc.
- Turnover of the Applicant in the last financial year immediately preceding the date of this RFP.
- Submit last three years audited financial statements.
- Details of business and various services offered.
- Details of existing passenger & Cargo GSA / Passenger Sales Agent (PSA) representations. Please specify the airlines represented, whether passenger GSA / PSA, date(s) of appointment by each airline, end date of contract
- Registered capital and paid-up capital
- Minimum paid up capital required by the law of your country.
- Details of shareholders, percentage of shares held by and nationality of principal shareholders.

- List of directors with a brief resume.
- Trade registration number of your organization that entitles you to do business / do business as a GSA, if registration is a legal requirement in the territory / country.
- Whether the organization is an IATA registered passenger agent? If so, name(s) under which it is registered and its IATA code number(s).

IV. Details of any other Group Companies and Affiliates. Provide following details of parent/group/Affiliates:
- Legally registered name and address and relationship with the Applicant
- Brief description of business undertaken by the Group Companies and Affiliates and if any of the Group Companies or Affiliates undertake a competing or same or similar business as Air India.
- Business of the parent organization
- Confirm if you or any of your Affiliates or Group Companies holds any shares in a company which undertakes a competing or same or similar business as Air India. Provide details of such investment and the investee company.
- Principal business of the parent organization. If the majority shareholder is an individual (s), provide a brief resume of such shareholders.
- Nature / Type of business entity (whether sole proprietorship, partnership, association, corporation and types of businesses currently engaged in) of the parent organization (if applicable). Kindly attach a copy of the current audited financial statement including Balance Sheet and Profit & Loss Account of the parent organization, certified by a Chartered, Certified Public or Certified General Accountant.
- Annual Group Turnover

V. Name and address of your bankers

VI. Please Specify:
- Have any of the partners, officers, directors or employees having authorization to act and sign on behalf of your firm, partnership or association, been involved in bankruptcy proceedings? if so, are they now legally and fully discharged of their obligations by the court involved?
- Is your office space entirely devoted to the promotion and sale of transportation in general?
- Please indicate details of the proposed GSA Office:
  - The floor location
  - The surface area of the premises
  - The actual space utilized for the sale of international air transportation;
- What display facilities are available for advertising? State number and size of show windows available for this purpose.
- The amount spent by the Applicant as annual contribution towards advertising and publicity budget in the Territory.

VII. Network

- Number and location (cities) of offices in the applicable Territory
- Addresses of the offices
- Details of existing representations and sales agency network in the Territory applied for

VIII. Management

- Total Number of employees
- Organizational chart
- Names of owner(s), director(s), and key manager(s), stating each person's nationality, qualification and detailed work experience, extent of participation in operation of the organization, their other business interests, and number of yearsof service with the organisation.

IX. Affiliations / Membership

Details of affiliations / membership with different industry associations (global / national / local)

X. Business Plan for the passenger business containing, inter-alia,

- Overview of current business, market analysis, overall territory potential
- Proposed Sales organization structure, including Office Space and staff that you propose to dedicate to Air India
- Sales and marketing plans
- Sales network management
- Overview of Competition
- Market commission / incentive structure for LCCs and FSCs
- Expected challenges and likely competition
- Experience in dealing with travel business to India
- Market analysis and market development strategy
- Minimum annual passenger revenue, you estimate you will be in a position to generate from the said potential/territory if appointed as our General Sales Agent
- Sales and marketing strategies to meet the above estimated business target
- Expectations for incentives / commission / ORC from Air India
- Percentage of the ORC earned in a year that the Applicant shall commit as annual contribution towards Sales Promotion budget of Air India in the Territory

XI. Any other information that the Applicant may wish to provide that the Applicant considers pertinent for Air India to be aware of. For instance, for the purposes of evaluating the Proposal, the Applicant may want to provide an overview of the Applicant's wider operations in the Territory applied for.

XII. Time required to complete all formalities and registrations for setting up Air India GSA, with necessary approvals, etc.

XIII. Local legal compliances in territory of appointment to be complied with by Air India, if any, for appointment of a GSA

XIV. Are passenger fares for sectors that are operated by Air India and will be sold by GSAs network required to be approved by the Civil Aviation Authority or any other relevant authority in your country? If yes, name and contact details of such authorities.

XV. Please attach a detailed write-up on the taxation laws, repatriation laws and the compliances required to be furnished by Air India, to commence selling through the GSAs network / PSA network setup by the GSA. Please also set out the compliances required on a continuous basis, and the support that you will provide to Air India to comply with the local requirements in this regard.

ANNEXURE B

FORMAT OF UNDERTAKING

Date: _____

Air India Limited
Block 4, Vatika one on one,
Sector 16, NH 48,
Gurugram, Haryana - 122007

Re: RFP bearing dated 02-11-2026 for Appointment of General Sales Agent for passenger sales of Air India Limited in the territory of Malaysia

Sir,

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

1. We are a company / partnership firm / sole proprietorship/joint venture*[strike out whichever is inapplicable]*duly incorporated under the laws of [•] and have our registered office at [•]; and

2. We have obtained all necessary approvals and permissions for execution, delivery and performance of the proposed appointment as GSA; and

3. We have never been blacklisted by Air India for entering into any transaction with Air India; and

4. We are not restricted or prohibited by our constituent documents or by the local laws to represent a foreign airline (including Air India) in the territory; and

5. We shall abide by the requirements of Air India for providing adequate equipment, personnel and other resources for rendering services under the proposed appointment as GSA and also agree to augment the said resources as and when required by Air India during the subsistence of the engagement; and

6. Neither we nor any of our directors/officers/employees/representatives having authorization to act upon and sign the Definitive Agreement, have been involved in bankruptcy proceedings; and

7. Neither we nor any of its directors, partners, officers, employees and representatives (or their immediate family members) is/are running or is employed by any company/GSA who operates direct services (single flight number including code share operations) from the territory to India; and

8. We have never been involved in any kind of legal dispute or arbitration with Air India in the past; and

9. No sums, in cash or kind, have been paid or will be paid, by us or on our behalf, to any person by way of fees, commission or otherwise for entering into the proposed appointment or for influencing or attempting to influence any officer or employee of Air India in connection therewith; and

10. If we are appointed as the general sales agent of Air India in the territory, we shall be responsible to bear legal costs of defending any action by any incumbent agent/general sales agent of Air India in the Territory and bear the cost of compensation if any, awarded as a result of terminating such incumbent agent(s) /general sales agent in the territory.

11. We shall indemnify Air India for all losses and damages if any of the above information is found to be false or misleading.
12. We agree to/confirm all the eligibility conditions as stipulated in Annexure C of the RFP and agree to abide by the same.

For [name of the Applicant]

Signature:
Name:
Designation:
(Affix rubber stamp)

Annexure C

The Applicant should fulfill all eligibility criteria in order for its applications to be processed further. The Applicant should answer all questions as mentioned under the respective criteria below and include this Annexure with its RFP Submission:

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

	in the Territory in the competition of Air India, or (b) act directly or indirectly for or is employed with any entity / organization / general sales agent who operates direct services (single flight number including code share operations from that Territory to India), in direct competition with Air India, then the Applicant shall immediately disclose such engagement (including the nature & extent of such engagement) to Air India (as the case may be).		
4.	The Applicant should **not be an IATA Accredited agent**. If the Applicant is an IATA accredited travel agent, then it should surrender the IATA accreditation of the organization who is the Applicant, if appointed as the General Sales Agent for Air India.	Please specify if Applicant is not an IATA agent In case the Applicant organization is IATA accredited agent, the Applicant is willing to surrender IATA accreditation if appointed as GSA of Air India Limited	YES / NO
5.	The applicant should not have been in loss in any of the last 3 (three) financial years (immediately preceding the date of the RFP). (Attach audited financial statements for the past three years immediately preceding the date of the RFP)	Whether Applicant was in loss in any of the last 3 (three) financial years (immediately preceding the date of the RFP)?	YES/NO
6.	The Applicant should not be general sales agent for any Airlines operating / operated direct services (single flight number) including code share operation from the Territory to India during the last six months immediately preceding the date of the RFP	Whether the Applicant is / was a general sales agent for any airlines operating / operated direct services (single flight number) including code share operation from the Territory to India during the last six months immediately preceding the date of the RFP?	YES/NO
7.	The Applicant should be familiar/have experience with IATA BSP procedures or equivalent in the Territory.	Is the applicant familiar with IATA BSP procedures in the Territory?	YES/NO

8.	The Applicant (if selected as the general sales agent of Air India) should undertake to take responsibility of defaults of any sales agent appointed by the Applicant in the Territory.	Is the Applicant ready to take responsibility of defaults committed by the sales agents appointed by the Applicant in the Territory?	YES/NO
9.	The Applicant should be willing to be appointed as General Sales Agent for Air India provide a Bank Guarantee of USD 75,000/- (US Dollar Seventy Five Thousand Only) to Air India (within the stipulated time and in the format provided by or acceptable to Air India).	Is the Applicant willing to provide a Bank Guarantee from a reputed Bank in the format provided by or acceptable to Air India Limited?	YES/NO
10.	The Applicant should have Turnover **[as defined in Clause 1, 1.1 (o) of this RFP]** of at least USD 1,400,000/- (US Dollar One Million Four Hundred Thousand Only) in the last financial year immediately preceding the date of this RFP. Turnover means the turnover of the Applicant and not of its group/associate/subsidiary company.	Whether the Applicant has Turnover of at least USD 1,400,000/- (US Dollar One Million Four Hundred Thousand Only) in the last financial year immediately preceding the date of this RFP?	YES/NO
11.	The Applicant agrees to provide at its own cost a city office, dedicated skilled manager/ staff required for various functions viz. reservation / ticketing/ sales / accounts functions, in the Territory at the time of appointment as per the requirements of Air India.	Does Applicant agree to provide staff and Infrastructure as per the requirement of Air India?	YES/NO
12.	**The following applies for appointment as GSA for Air India:** **Performance Monitoring**: The Applicant is willing to accept the targets assigned to it from time to time. The targets would be advised to the GSA on a yearly basis. These targets will be specified for Economy/ Business/First Class and 6th freedom traffic. The Non achievement of the targets would be reckoned for continuing the services as a General	Does the Applicant agree to accept the performance security clause of Air India?	YES/NO

	Sales Agent of Air India. However, if there is a change in the competition level and extent of operation, the same will be taken into account while computing target v/s achievement. In the event of non-achievement of the target the GSA would be given an opportunity of 90 (ninety) days to come upto the expectations of Air India and its performance would be monitored. If the GSA is not able to perform in the said time frame and no justification is given by the General Sales Agent for such non-performance or the justification given by the General Sales Agent for such non-performance is not found to be satisfactory by Air India, Air India reserves full right to review the appointment and take appropriate action as deemed fit, including termination engagement.		
13.	The Applicant should not have been into any kind of legal dispute or arbitration in the past with Air India.	The Applicant has not been in any kind of legal dispute or arbitration with AI in the past.	YES/NO
14.	The Applicant (if appointed as the General Sales Agent) agrees to take over the employment of locally recruited staff of Air India in the event of it being appointed as a GSA in the Territory.	Does the Applicant (if appointed as the General Sales Agent) agree to takeover the employment of locally recruited staff of Air India in the Territory?	YES/NO
15.	The applicant (if appointed as the General Sales Agent) agrees to takeover the termination / retrenchment cost of locally recruited staff of Air India in the Territory.	Does the Applicant (if appointed as the General Sales Agent) agree to takeover the termination /retrenchment cost of locally recruited staff of Air India in the Territory?	YES/NO
16.	The Applicant (if appointed as the General Sales Agent) shall be responsible to bear legal costs of defending any action by any incumbent agent/GSA/local staff of Air India and bear the cost of compensation if any, awarded as a	Does the Applicant (if appointed as the General Sales Agent) agree to bear the legal cost of defending any action by the incumbent GSA/local staff of Air India in the Territory and bear the cost of compensation, if any awarded as a result of	YES/NO

	result of terminating such incumbent agent(s)/GSA/local staff in the Territory.	terminating such GSA/local staff in the Territory?	
17.	The Applicant (if appointed as the General Sales Agent) shall defend, hold harmless and indemnify Air India from and against any claim, action, loss, damages, cost , penalties, actions, judgments, awards, suits, costs, expenses or disbursements of any kind or nature whatsoever, that may be imposed on, incurred by, or asserted against Air India in any way relating to, arising out of or in connection with the claims of the employees / staff appointed by it in the Territory,	Does the Applicant agree to these terms?	YES / NO
18.	The Applicant (if appointed as the General Sales Agent) shall not be entitled for overriding commission for sales generated by the sales agents appointed by it in the Territory, in case the Applicant does not agree to accept the responsibility for the defaults of such sales agents in the Territory.	Does the Applicant agree to these terms?	YES / NO

Annexure D

Form of Tax Declaration

DECLARATION ON THE LETTER HEAD OF <<Name of the Party>>

To:
Air India Limited
Block 4, Vatika one on one,
Sector 16, NH 48,
Gurugram, Haryana - 122007

I ……., the undersigned, as the authorized representative of *[Insert Name of the Party]* hereby declares and confirm to Air India Limited that as of this date of this declaration and on each payment date falling within the current year [*Specify the year for which tax document are valid*] that:

1. *[Insert Name of the Party]* is eligible for Tax Treaty benefit and is a resident of *[Insert Country of Residence]* as per Article 4 of the Tax Treaty, having PAN [*Insert the Indian Permanent Account Number, if allotted, otherwise write NA*]. The term "Tax Treaty" for the purpose of this document is defined as Double Tax Avoidance Agreement between *[Insert Party's Country of Residence]* and the Republic of India, signed *[Insert Relevant Signing Date]* including the Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting ("Tax Treaty").

   (see attached certificate of residence dated *[Insert date of the Tax Residency Certificate]* issued by the ……*[Insert Name of the authority issuing such Tax Residency Certificate]*);

2. *Insert Name of the Party]* further declare that it is a company/the legal status and it is incorporated in *[Insert Country of incorporation of the party]*.

3. Further, the tax identification number of *[Insert Name of the Party]* in…… *[Insert Country of Residence]* is ……. *[Insert Tax Identification Number]* having its address *[Insert complete address of the party]* with the contact number……*[Insert the contact details]*and email id……*[Insert email id].*

4. *[Insert Name of the Party]* further undertake that the Tax Residency Certificate as mentioned above is valid for the period from …. to …….

5. *[Insert Name of the Party]* is the beneficial owner of all the amounts payable by Air India Limited to *[Insert Name of the Party]* under this Agreement;

6. *[Insert Name of the Party]* doesn't have a permanent establishment in India, as provided for as the term "permanent establishment" ("PE") is defined in Tax Treaty or doesn't have a business connection ("BC") as per the provisions of the Indian Income Tax Act, 1961.

7. All services are performed outside India

   Dated: [•]
   By: _____