



**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**APPOINTMENT OF OFFLINE PASSENGER GENERAL SALES AGENTS**

**IN**

**AFGHANISTAN, AUSTRALIA, AUSTRIA, BHUTAN, CAMBODIA, CANADA, CHINA,  
CZECH REPUBLIC, DENMARK, EGYPT, FINLAND, FRANCE, GERMANY, GREECE,  
HONG KONG, INDONESIA, IRAN, IRAQ, ISRAEL, ITALY, JAPAN, JORDAN,  
KAZAKHSTAN, KENYA, LAOS PDR, MALDIVES, MALAYSIA, MYANMAR,  
NETHERLANDS, NEW ZEALAND, NIGERIA, PHILIPPINES, POLAND, PORTUGAL,  
RUSSIA, SAUDI ARABIA, SOUTH AFRICA, SOUTH KOREA, SPAIN, SWEDEN,  
TAIWAN, TANZANIA, TURKEY, TURKMENISTAN, UKRAINE, UNITED KINGDOM,  
UNITED STATES OF AMERICA, UZBEKISTAN, VIETNAM, YEMEN**

**17 FEBRUARY 2012**



## **DISCLAIMER**

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of IndiGo or any of IndiGo’s employees, contractors, agents or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. IndiGo, its respective advisers, contractors, employees, and agents do not accept any responsibility for the legality, validity, effectiveness, adequacy or enforceability of any oral discussions, correspondence exchanged, documentation executed, or which may be executed, in relation to the selection of a GSA. No legal or other obligation shall arise in IndiGo’s name unless and until a definitive agreement identified by IndiGo has been formally executed between IndiGo and the selected Applicant and any conditions precedent to the effectiveness of such agreement has been fulfilled.

This RFP is not an agreement and is neither an offer nor invitation by IndiGo to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by IndiGo in relation to the services to be provided by the prospective Applicants. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for IndiGo, its employees, agents, contractors or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. 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 investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Nothing in this RFP shall constitute the basis of a contract which may be concluded in relation to the appointment of GSA nor shall such documentation/information be used in construing any such contract. Each Applicant must rely on the terms and conditions contained in the definitive agreement (as identified by IndiGo) when, and if, finally executed, subject to such limitations and restrictions which may be specified in such agreement. Any reference to this RFP in the definitive agreement or any correspondence between IndiGo and any Applicant shall not be construed so as to have the effect of this RFP forming part of the definitive agreement.

Information provided in this RFP 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. IndiGo, its employees, contractors, advisers and agents accept no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

IndiGo, its employees, contractors, agents and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP



and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this RFP process.

Nothing contained in this RFP is, or shall be relied upon as, a representation of fact or promise as to the future. Any summaries or descriptions of documents or contractual arrangements contained in any part of this RFP are only indicative and cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation.

IndiGo, its employees, advisors, contractors and agents also accept no liability of any nature whether resulting from negligence or otherwise however caused arising out of or in respect of the issue of this RFP, or the RFP process or from reliance of any Applicant upon the statements contained in this RFP.

IndiGo may in its absolute discretion, but without being under any obligation to do so, update, amend, modify or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that IndiGo is bound to select an Applicant or to appoint the selected Applicant, as the case may be, as its GSA in any Territory and IndiGo reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever and take any measures that it deems fit, including annulment or withdrawal of the RFP process (in whole or in part), at any time prior to the selection of the General Sales Agent and without any liability or obligation or notice for such acceptance, rejection, withdrawal or annulment.

The selected Applicants shall be required to adhere to all applicable policies of IndiGo, including IndiGo's Safety and Security Policies, and also to assist and cooperate with IndiGo in the compliance of such policies and they shall not do anything, which might violate the terms of such policies. IndiGo reserves the right to conduct visits to ensure that a non-punitive and transparent safety environment is being maintained. Selected Applicants shall be made aware of applicable IndiGo policies at the appropriate juncture.

The Applicant shall bear all its costs associated with or relating to the preparation and 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 IndiGo or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant. IndiGo, its employees, advisors, contractors and agents shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the RFP process.

This RFP and the RFP process is subject to the Laws of India and the Courts at Delhi, India, shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the RFP and/ or the RFP process.

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.

## **REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF PASSENGER GENERAL SALES AGENTS (“GSA”)**

### **1. INTRODUCTION**

#### **1.1. Overview**

- 1.1.1. InterGlobe Aviation Ltd. (“**IndiGo**”) is India’s leading low cost airline, currently operating a fleet of 50 new A320 aircraft configured with 180 seats in an all-economy class configuration. IndiGo currently operates 313 flights daily, connecting 27 domestic and 5 international destinations. IndiGo has a total of 280 A320 aircraft on order, to be delivered till mid-2025. Of these, as many as 50 have already joined our fleet, and we are inducting one A320 every 4-5 weeks on an average. IndiGo is the largest domestic airline in India in terms of passenger market share for November 2011, based on statistics collated and issued by the Director General of Civil Aviation (DCGA) India. IndiGo is based out of Gurgaon, Haryana, in the National Capital Region of India (Delhi). More details of IndiGo’s destinations, fleet etc. are set out at Annexure 1 hereto.
- 1.1.2. IndiGo is India’s fastest growing airline since it commenced operations in 2006, and has firm plans to add more destinations to its network in India and abroad.
- 1.1.3. IndiGo has commenced operation on international routes with effect from September 2011. IndiGo has currently been granted traffic rights by the Indian Government. to operate daily flights from Delhi to Bangkok, Singapore, Dubai and Kathmandu; and from Mumbai to Dubai, Singapore, Bangkok and Muscat, which the airline has commenced progressively from 1<sup>st</sup> September 2011 onwards. IndiGo aims to expand its international operations to these countries by adding more frequencies on these routes as well as by connecting more points in India to these destinations; and also by adding other international destinations to its network in the future.
- 1.1.4. IndiGo is interested in appointing General Sales Agents (“**GSA**” or “**General Sales Agents**”) for passenger sales in the offline territories of Afghanistan, Australia, Austria, Bhutan, Cambodia, Canada, China, Czech Republic, Denmark, Egypt, Finland, France, Germany, Greece, Hong Kong, Indonesia, Iran, Iraq, Israel, Italy, Japan, Jordan, Kazakhstan, Kenya, Laos PDR, Maldives, Malaysia, Myanmar, Netherlands, New Zealand, Nigeria, Philippines, Poland, Portugal, Russia, Saudi Arabia, South Africa, South Korea, Spain, Sweden, Taiwan, Tanzania, Turkey, Turkmenistan, Ukraine, United Kingdom, United States of America, Uzbekistan, Vietnam and Yemen, and for this purpose is circulating this Request for Proposal (“**RFP**”) inviting interested parties possessing requisite wherewithal and capabilities (“**Applicant**” or “**Applicants**”) to submit their tender of participation (“**Proposal**” or “**Application**”) to provide the services in the Territory as envisaged herein. “**Territory**” is defined at the current national boundary of each of the above countries. Each country separately constitutes one “**Territory**”. The Annexures of this RFP shall form an integral part of the RFP and shall be read along with the RFP.



- 1.1.5. 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. Applications submitted in any form or on terms other than those prescribed in the RFP shall not be considered.
- 1.1.6. The IndiGo contacts stated within this document shall be the only contacts within IndiGo who have been duly authorized by IndiGo, unless otherwise authorised by IndiGo.
- 1.1.7. IndiGo is looking to appoint such General Sales Agents in each 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 of the land, including regulations, orders, etc. (by whatsoever name called), as well as any other policies and/or practices as may be prescribed by IndiGo from time to time.
- 1.1.8. Applicants will be required to submit two signed copies of their Proposal(s) to the address mentioned below, in sealed envelopes. The Applicants may also submit their Proposal(s) by email with the sealed original copies of their Proposal to reach IndiGo's offices subsequently. The Applicants must also enclose two soft copies of their Proposals either on CD or flash drive (USB), one in each sealed envelope. The submission should clearly be marked "Proposal for appointment as GSA in [name of Territory applied for]", and addressed to:

Mr. Sanjay Kumar, Chief Commercial Officer,  
InterGlobe Aviation Limited (IndiGo),  
Tower C, Level 2. Global Business Park,  
Mehrauli Gurgaon Road, Gurgaon - 122002,  
Haryana, India.  
Email – [sanjay.kumar@goindigo.in](mailto:sanjay.kumar@goindigo.in)

Kindly note that this is an open ended RFP (without any end date). IndiGo however reserves the right to select from within parties that apply to be appointed as a GSA in response to this RFP at any stage / time, irrespective of the number of responses received from each / any Territory or all Territories, without any reference to the public at large or any amendment to the RFP.

- 1.1.9. IndiGo reserves the right to withdraw from 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.
- 1.1.10. Applicants will be expected to comply with the requirements of Government legislation on equal pay; age, sex or religious discrimination; race relations; employment of women; young persons, children and disabled persons; and health and safety in the workplace and the environment in the Territory.

## 2. RFP INFORMATION

- 2.1. The initial contract period for general sales agency is expected to be one (1) year from the date of appointment, (unless terminated earlier). This initial contract period may however be varied by IndiGo at any time prior to the award of business.
- 2.2. **The selected Applicant will be appointed as an offline GSA only.** IndiGo will consider appointing an online GSA in the Territory if and when required by IndiGo, depending on IndiGo's plans for the concerned Territory. **It is clarified that appointment as an offline GSA will not result in automatic upgradation of the Party so appointed as an offline GSA to an online GSA in the event that IndiGo commences operations to the Territory.** IndiGo reserves the right to appoint any party as its online GSA at the appropriate juncture, on its own terms and conditions and in any manner, through any process of IndiGo's choice, including floating another RFP. The offline GSA shall also be considered for appointment as the online GSA, depending on their performance, and other requirements, conditions and online GSA appointment processes that IndiGo may wish to consider at that time.
- 2.3. 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 and such changes posted on our website.

## 3. FORM OF APPLICATION

- 3.1. Applications should be properly executed by duly authorised personnel of the Applicant.
- 3.2. Applications should be duly completed in all respects as prescribed.
- 3.3. 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.

## 4. CONDITIONS OF RFP

- 4.1. 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 IndiGo and must be forthwith returned upon request.
- 4.2. IndiGo may reject a Proposal if the Applicant does not furnish all the information requested by IndiGo at the time of submission.

## 5. CONFIDENTIALITY

By accepting and participating in this RFP process, the Applicants undertake to and agree that they shall maintain and cause its members, directors, officials, employees and agents to maintain information contained in this RFP as well as the discussions and information exchanged between IndiGo and the Applicant as confidential and shall not disclose, publish part with or sell to any

person, in any manner, any information, data, drawing, correspondence of documents (whether oral or in written or any other form) in relation to the same. The Applicants acknowledge that confidentiality is the essence of this RFP and the RFP process.

## **6. CANVASSING AND COLLUSIVE TENDERING**

6.1. Any Applicant who directly or indirectly canvasses any employee of IndiGo 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.

6.2. Any Applicant who undertakes or engages in the following shall be forthwith disqualified:

- 6.2.1. Fixes or adjusts the Proposal by or in accordance with any agreement or arrangement with any person; or
- 6.2.2. Communicates to any person other than IndiGo the amount or approximate amount of the proposed Application (except where such disclosure is made in confidence in order to obtain insurance etc); or
- 6.2.3. Enters into an agreement or arrangement with any other person that they shall refrain from submitting a Proposal or as to the amount of any Proposal to be submitted; or
- 6.2.4. Offers to give, or agrees to give, to any person in IndiGo 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 IndiGo, or for showing or forbearing to show favour or disfavour, to any person in relation to this or any other request for proposal / tender for IndiGo.

## **7. ACCEPTANCE OF CONTRACT AND EVALUATION CRITERIA**

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

7.2. IndiGo does not bind itself to accepting the lowest or any other Proposal for appointment as its offline GSA in any Territory, and does not commit to awarding any business and may at its discretion either award in whole or part or not at all. IndiGo will award the contract, in its sole and ultimate discretion on the basis of the Proposal that gives the best value to IndiGo, economically and operationally. The criteria that IndiGo will use to determine the best value economically and operationally, in no order of importance, will be:

- 7.2.1. Ability to deliver the required service in a diligent manner;
- 7.2.2. Quality of service;
- 7.2.3. Financial soundness;
- 7.2.4. Innovation.
- 7.2.5. Cost to IndiGo

7.3. The assessment of Proposals may include a visit by IndiGo representatives to any relevant facilities/locations currently operated by the Applicant. Shortlisted applicants will be required to give a presentation of their Proposals to IndiGo at IndiGo's offices in India, at their own cost.

## 8. APPLICATION FORMAT

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

8.1. Territory / Territories Applied For

8.2. For each Territory, please specify

- 8.2.1. Full legal and trading name
- 8.2.2. Addresses of head office, registered office and branches of your organization that will represent IndiGo
- 8.2.3. Contact name, telephone number, fax number, e-mail address, web site details
- 8.2.4. Place & country of incorporation & company registration number
- 8.2.5. Country of registration
- 8.2.6. Year of registration
- 8.2.7. VAT number or equivalent

8.3. Corporate Overview & Company Profile

- 8.3.1. Date of commencement of business
- 8.3.2. Type of business entity (whether sole proprietorship, partnership, association, corporation and types of businesses currently engaged in).
- 8.3.3. Principal business of the applicant organization
- 8.3.4. Please list all other type(s) of businesses of the applicant organization. Please give full details.
- 8.3.5. Brief History of the organization and its expansion since the time of commencement/inception.
- 8.3.6. 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.
- 8.3.7. Submit last three years audited financial statements
- 8.3.8. Details of business and various services offered
- 8.3.9. Details of existing passenger 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
- 8.3.10. Registered capital and paid-up capital
- 8.3.11. Minimum paid up capital required by the law of your country;
- 8.3.12. Details of share-holders, percentage of shares held by and nationality of principal shareholders.
- 8.3.13. List of directors with a brief resume.
- 8.3.14. 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
- 8.3.15. Whether the organization is an IATA registered passenger agent? If so, name(s) under which it is registered and its IATA code number(s).

8.4. Details of any other Group Companies and Affiliates<sup>1</sup>. Provide following details of parent/group/Affiliates:

- 8.4.1. Legally registered name and address and relationship with the Applicant
- 8.4.2. 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 IndiGo.
- 8.4.3. Business of the parent organization
- 8.4.4. 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 IndiGo. Provide details of such investment and the investee company.
- 8.4.5. Principal business of the parent organization. If the majority shareholder is an individual (s), provide a brief resume of such shareholders.
- 8.4.6. 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.
- 8.4.7. Annual Group Turnover

8.5. Name and address of your bankers

8.6. Please Specify:

- 8.6.1. 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?
- 8.6.2. Is your office space entirely devoted to the promotion and sale of transportation in general?
- 8.6.3. Please indicate
  - The floor location
  - The surface area of the premises
  - The actual space utilized for the sale of international air transportation;
- 8.6.4. What display facilities are available for advertising? State number and size of show windows available for this purpose.

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<sup>1</sup> **“Affiliate”**: with respect to any party, shall mean any Person that, along or together with any other Person, directly or indirectly Controls, is Controlled by, or is under common Control with, such party and in case of a party being a natural person, shall include a “relative” (as such term is defined in the Companies Act, 1956) of such Person;

**“Control”**: the possession, directly or indirectly, by a Person of the power to direct or cause the direction of the management and policies of another Person through the ownership of voting securities or otherwise; and in any event and without limitation of the previous sentence, direct or indirect ownership of twenty-six percent (26%) or more of the voting share capital of a Person is deemed to constitute control of that Person, and “Controlling” and “Controlled” have corresponding meanings;

**“Person”** shall mean any natural person, firm, company, governmental authority, joint venture, partnership, association or other entity (whether or not having separate legal personality);

## 8.7. Network

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

## 8.8. Management

- 8.8.1. Total Number of employees
- 8.8.2. Organizational chart
- 8.8.3. 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 years of service with the organisation.

## 8.9. Affiliations / Membership

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

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

- 8.10.1. Overview of current business, market analysis, overall territory potential,
- 8.10.2. Proposed Sales & marketing organization structure, including staff that you propose to dedicate to IndiGo
- 8.10.3. Sales and marketing plans
- 8.10.4. Sales network management
- 8.10.5. Overview of Competition
- 8.10.6. Market commission / incentive structure for LCCs and FSCs
- 8.10.7. Expected challenges and likely competition
- 8.10.8. Experience in dealing with travel business to India
- 8.10.9. Market analysis and market development strategy
- 8.10.10. Minimum passenger revenue, you estimate you will be in a position to generate from the said potential/territory if appointed as our General Sales Agent
- 8.10.11. Sales and marketing strategies to meet the above estimated business target
- 8.10.12. Expectations for incentives / commission from IndiGo

8.11. Please provide: a) Two Trade references and b) Three Client / Customer references we may contact. (Kindly include contact names, telephone numbers and email id's)

8.12. Any other information that the Applicant may wish to provide that the Applicant considers pertinent for IndiGo 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.



- 8.13. Time required to complete all formalities and registrations for setting up IndiGo GSA, with necessary approvals, etc.
- 8.14. Local legal compliances in territory of appointment to be complied with by IndiGo, if any, for appointment of a GSA
- 8.15. Are passenger fares for offline sectors that are operated by IndiGo and will be sold by GSAs network (e.g., Mumbai – Indore, Delhi – Srinagar, Delhi – Singapore, etc) 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.
- 8.16. Please attach a detailed write-up on the taxation laws, repatriation laws and the compliances required to be furnished by IndiGo as an offline carrier, 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 IndiGo to comply with the local requirements in this regard.

## **9. Broad Terms of the General Sales Agency Agreement**

Detailed at Annexure 2 hereof.

## **10. Evaluation Factors / Criteria for award**

- 10.1. Any award to be made pursuant to this RFP will be based upon the Proposal with appropriate consideration given to functional, technical, business, cost, and management requirements. Evaluation of offers will be based upon the Applicant's overall response to the RFP.
- 10.2. Completion of all required responses in the correct format.
- 10.3. The extent to which Applicant's proposed solution fulfills IndiGo's stated requirements as set out in this RFP.
- 10.4. An assessment of the Applicant's ability to deliver the indicated service in accordance with the specifications set out in this RFP.
- 10.5. The Applicant's stability, experiences, organizational culture, and record of past performance in delivering such services.
- 10.6. Availability of the required dedicated number of high quality personnel with the required skills and experience for the specific approach proposed.
- 10.7. The extent to which any implementation/integration challenges are recognized and can be managed effectively and in a timely manner.
- 10.8. The financial credentials of the Applicant's organization.

**11. Rejection rights**

- 11.1. Award of the contract resulting from this RFP will be based upon the most responsive Applicant whose offer will be the most advantageous to IndiGo in terms of cost, functionality and other factors as specified elsewhere in this RFP.
- 11.2. IndiGo reserves the right to:
  - 11.2.1. Reject any or all offers and discontinue this RFP process without obligation or liability to any potential Applicant
  - 11.2.2. Share any and/or all questions from one Applicant with any and/or all other Applicants
  - 11.2.3. Award a contract on the basis of initial offers received, without discussions or requests for best and final offers
  - 11.2.4. Award more than one contract.

**12. Undertaking by Applicants**

Alongwith the submission of a Proposal under this RFP, the Applicant(s) hereby irrevocably acknowledge the contents of, and are required to provide, Undertaking annexed hereto as Annexure 3.

**13. Queries**

Any questions concerning this RFP must be directed to:

Name	Mr. Sanjay Kumar – Chief Commercial officer
Email	<a href="mailto:sanjay.kumar@goindigo.in">sanjay.kumar@goindigo.in</a>
Copy to	Mr. R Srikrishna, Director – Product Management & Sales Support; email – <a href="mailto:r.srikrishna@goindigo.in">r.srikrishna@goindigo.in</a> Mr. Rajan Malhotra, Dy. General Manager – New Projects / Commercial; email – <a href="mailto:rajan.malhotra@goindigo.in">rajan.malhotra@goindigo.in</a>

**14. Withholding Tax**

All payments to be made shall be subject to withholding of taxes as per the applicable laws. IndiGo shall issue a certificate of such tax deduction to GSA in order to enable him to seek credit.

It is hereby clarified that as per the provisions of the Income Tax Act, 1961, it shall be the GSA’s obligation hereunder to obtain Permanent Account Number (“PAN”) from Indian Tax Authority and furnish a copy of its Indian Permanent Account Number (“PAN”) Card issued by the Income Tax Department of India to IndiGo in order to enable IndiGo to release payments to be made to the GSA under the terms of the definitive agreement that will be signed between IndiGo and the selected Applicant.



In the event of the GSA's failure to provide the correct PAN Card details to IndiGo before the end of the month in which any amount is payable to GSA is accruing, IndiGo shall have a right to deduct withholding tax at the highest of the following rates:

- at the rate specified in the Income Tax Act, 1961; or
- at the rate(s) in force as per Income Tax Act,1961; or
- at the rate of twenty per cent (20%).

It is further clarified that GSA shall be solely responsible for the correctness of the PAN card details furnished hereunder and shall at all times keep IndiGo indemnified in this regard.

Also, at the time of signing the definitive agreement and on each anniversary of the definitive agreement date till the expiry of the definitive agreement, the selected Applicant will provide IndiGo with a Tax Residency Certificate and Tax Declaration in the format(s) specified by IndiGo.

#### **15. Selection of Proposals submitted**

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by IndiGo to the selected Applicant and the selected Applicant shall, within five (5) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the selected Applicant is not received by the stipulated date, IndiGo reserves the right to appoint any other Applicant as its offline GSA for the Territory concerned.

**ANNEXURE 1**

**IndiGo – A Brief Overview**

**Fleet Statistics:**

Aircraft on order: 280 Airbus A320, deliveries between mid-2006 and mid-2025  
 Aircraft in fleet: 50 Airbus A320  
 Seating Configuration: 180 Y

**Current Network:**

27 domestic stations and 5 international stations; operating 313 flights daily

**Domestic Stations**

Agartala	Ahmedabad	Bangalore	Bhubaneshwar
Chennai	Coimbatore	Delhi	Dibrugarh
Goa	Guwahati	Hyderabad	Imphal
Indore	Jaipur	Jammu	Kochi
Kolkata	Lucknow	Mumbai	Nagpur
Patna	Pune	Raipur	Srinagar
Thiruvananthapuram	Vadodara	Vishakhapatnam	

**International Stations**

Bangkok	Dubai	Kathmandu
Muscat	Singapore	

**Distribution Overview**

IndiGo distributes its inventory only through the internet, i.e., web based distribution. Agents are given access to IndiGo's inventory by means of a secure login on IndiGo's website, and remittances / settlements are done directly with the airline. IndiGo does not participate in any GDS or BSP in line with its low cost operating model. IndiGo is a low fare airline and does not offer any commissions to the passenger sales agents. IndiGo however allows a reasonable markup to be added onto IndiGo's gross fare by the passenger sales agents, which is their remuneration.

**For more details on IndiGo kindly refer to our website [www.goindigo.in](http://www.goindigo.in)**

## ANNEXURE 2

### 1) Broad Terms of the General Sales Agency Agreement

- a) Scope of Relationship & full performance of all contractual obligations as set out in the Agreement
- b) Functions, Duties and Obligations of the GSA
  - i) Observance of all instructions of IndiGo
  - ii) Marketing & sales of passenger transportation including reservation and ticketing
  - iii) Performance of all reservation, ticketing etc duties
  - iv) Appoint and manage network of passenger sales agents to sell IndiGo's services in the Territory
  - v) Assumption of responsibility for all traffic and other documents provided by IndiGo
  - vi) Sales promotion including the development of specific markets for air transportation by personal and regular contact with actual and prospective passengers and with commercial houses and sales agents.
  - vii) Provision of enquiry, reservations and ticketing office adequately equipped for the sale of air transportation when required over the counter, by mail, telex, telephone, facsimile, e-mail or over the internet; suitably furnished and equipped to give the appearance as an office of IndiGo.
  - viii) Providing adequate & competent staff for execution of all duties - passenger sales, marketing, reservation, ticketing, accounting, administration etc. Please specify the numbers that you will provide and the roles that they will perform.
  - ix) Undertake branding of the office(s) according to the requirements of IndiGo.
  - x) Provision & upkeep of facilities including but not limited to electricity, amenities, and a sufficient number and level of communication facilities such as telephone, facsimile, telex machine and other equipment required for smooth execution of all tasks.
  - xi) Assistance in representations & negotiations with Government and other authorities.
  - xii) Ensure compliance with all statutory, regulatory and legal requirements required to be complied with by IndiGo in the Territory represented.
  - xiii) Advertising and promoting IndiGo in a manner satisfactory to IndiGo.
  - xiv) Undertaking of special publicity when so requested by IndiGo.
  - xv) Preparation & submission of sales activity and accounting reports
  - xvi) Maintenance of accounting & other records as required
  - xvii) Any other assistance that can be expected for the day-to-day smooth functioning of IndiGo.
  - xviii) Permanent display as far as is practicable of IndiGo's advertising (as approved by IndiGo), publicity and display material in the Agent's offices and other places considered to be advantageous in the Territory.
  - xix) Bring instructions, special advices and sales points sent to GSA by IndiGo promptly to the notice of the GSAs sales & reservations staff and to sales agents in the Territory.
  - xx) Advise passengers concerning passport, health, currency, immigration and other regulations in force in countries to and through which they are to travel
  - xxi) Inform and keep IndiGo informed of all local laws and regulations affecting air passage of passengers including taxes, customs, immigration, currency and health and promptly advise any alterations/amendments thereto.

- xxii) Forthwith bring to the attention of IndiGo, such issues which require IndiGo's immediate attention.
  - xxiii) Make best efforts from time to time to provide the relevant and up to date information that shall contribute to IndiGo's growth in the Territory
  - xxiv) Notify IndiGo of all current government regulations, permits, licences and authorisations in the Territory which have to be observed and conformed to by IndiGo, in so far as the same relate to the operation of the general sales agency granted herein and assist IndiGo in obtaining approvals, permits and authorisations as required.
  - xxv) Liaise with Government authorities in the Territory (as and when required by IndiGo) to secure benefits to facilitate sales of IndiGo's flights on an offline basis.
  - xxvi) Any other duties that may be mutually agreed between IndiGo and the GSA
  - xxvii) Protection of Intellectual Property rights of IndiGo.
  - xxviii) Compliance with various policies of IndiGo, including but not limited to applicable Security and Safety Policy of IndiGo.
- c) Sales Reporting, Credit Schedule and Settlement of accounts
- i) Preparation of passenger sales and accounting reports as per principal guidelines
  - ii) Control, supervision and extent of audit by IndiGo of GSA Sales reporting and accounting.
  - iii) Determination of the date of submission of the sales report.
  - iv) Terms for sales returns, credit, revenue reconciliation, payment cycles, settlement of accounts, etc, as per IndiGo's standard policies,
  - v) Determination of the payment schedule of Sales amounts - i.e. date of collection of Passenger sales proceeds from the GSA
  - vi) Terms of computation of sales amount and provision to make good any shortfalls from defaulted agents, etc.
  - vii) Extent of assumption of responsibility for outstanding dues, defaulting agents, debit notes, etc.
  - viii) Assumption of responsibility for achievement of targets on the air transportation of passengers
  - ix) Terms for payment of taxes, if any, by General Sales Agent, unless otherwise agreed.
  - x) Specify and update IndiGo from time to time about any local legal requirements which would need to be adhered to by IndiGo
  - xi) Maintain proper books, records and accounts relating to all activities undertaken by the GSA as the passenger general sales agent of IndiGo in the Territory.
  - xii) Submit to IndiGo annual audited accounts pertaining to its business within 90 days of the end of each financial year.
  - xiii) Assist IndiGo in all matters pertaining to tax requirements in the Territory and advise and assist IndiGo to effect the transfer of funds from the Territory.
  - xiv) Ensure that at all times and in a timely manner it will remit/ deposit to relevant authorities/agencies monies collected on the bookings which are required to be so remitted/deposited.
  - xv) Periodic statements or reports against key performance indicators.

d) Facilities

IndiGo expects the GSA to provide following facilities:

- i) Sales person(s) dedicated to promoting sales of IndiGo's services in the Territory.
- ii) Salaries/related expenses, statutory benefits of all employees on GSA's payroll dedicated to IndiGo's operations
- iii) All facilities required to perform functions including but not limited to communication for the above employees, appropriate office space, Internet, Telephone/Fax, Mobile , etc.
- iv) Any other services which may be considered necessary by IndiGo for performance of services under the agreement.

e) Bank Guarantee / Advance Cash Deposit

- i) Submission of irrevocable Bank Guarantee from IndiGo suggested banks / Advance Cash Deposit to IndiGo
- ii) Amount of Bank Guarantee / Advance Deposit, credit terms, etc.
- iii) Terms for periodical review and increase in the Bank Guarantee amounts.
- iv) Bank Guarantee to be encashable in New Delhi / Gurgaon, Haryana, India, IndiGo will provide the Bank Guarantee format and terms and conditions therein to the selected parties.

f) Remuneration and Taxes

- i) Taxes
- ii) Terms of General Sales Agent and Passenger Sales Agent Remuneration
- iii) Terms of other Contractual payments, if any, as agreed
- iv) Details of other emoluments, reimbursements etc. expected by IndiGo to GSA

g) Terms for Renewal and Termination

- i) Events of Default
- ii) Force Majeure
- iii) Basis for Renewal of Agreement
- iv) Period of renewal
- v) Terms & extent of provision for making amendments to the Agreement as & when required
- vi) Termination rights & Procedure for Termination
- vii) Notice period and related modalities such as terms for settlement of all accounts in event of termination, etc.



**Annexure 3**  
**LETTER OF UNDERTAKING BY THE APPLICANT**  
*[On the letter head of the Applicant]*

[Date]

InterGlobe Aviation Limited,  
Level 2, Tower C, Global Business Park,  
Mehrauli Gurgaon Road,  
Gurgaon, Haryana, India.

**Subject: Undertaking for appointment of Passenger General Sales Agent in [insert Territory]**

Capitalized terms used herein and not defined shall have the meaning ascribed to them under the Request for Proposal for Appointment of Offline GSAs dated 17<sup>th</sup> February 2012.

We [please insert the full name of the Applicant] hereby declare and confirm that we have read and understood all the terms and conditions of the RFP and that the said terms and conditions are acceptable to us. We accept that in the event that the documents submitted by us along with the Proposal are found by IndiGo to be inadequate/ false/ incorrect/misleading / incomplete, the Proposal may be rejected by IndiGo without assigning any reasons therefor. In addition, IndiGo reserves its right to prohibit us from participation in any further tenders of IndiGo.

We acknowledge that IndiGo reserves itself the right to reject the Proposal without assigning any reason thereto. We further acknowledge that IndiGo is not bound to accept any Proposal. We also acknowledge that IndiGo may share the Proposal and any other information provided by us during the RFP process or at any time thereafter with its advisors and agents, and we consent to the same.

The provision of the services outlined in this RFP, by us to IndiGo, will not create any conflicts of interest or appearance of impropriety, and we hereby indemnify IndiGo, its clients and/or officers and/or directors and/or employees and hold them harmless in this regard.

We declare that there is no pending/previous litigation (including but not limited to, litigation, claim, consent order, settlement agreement, arbitration, agency proceeding, investigation, challenge or other proceeding pending or threatened against us, our properties or business or any individuals acting on behalf of us, including, without limitation, subcontractors, assignees) that would prevent us from making the Proposal or executing the definitive agreement identified by IndiGo and fulfilling the terms and conditions of such definitive agreement in the event that we are the selected Applicant.

[Name of the Applicant]

Address : [•]

Tel no (Office) : [•]

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Authorised Signatory

Name : [•]

Designation : [•]