



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

March 23, 2018

DISCLAIMER

THIS REQUEST FOR PROPOSAL (“**RFP**”) has been released by SpiceJet Limited (“**SpiceJet**”) for the purpose of appointment of online/ offline passenger General Sales Agent (“**GSA**”). Information contained in this RFP or subsequently provided to applicants, whether written or oral by or on behalf of SpiceJet or any of SpiceJet’s employees, contractors, agents or advisers, is provided to applicants on the terms and conditions as set out in this RFP and such other terms and conditions subject to which such information is provided. SpiceJet, 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, documents which may be executed in relation to the selection of a GSA. No legal or other obligation shall arise in SpiceJet’s name unless and until a definitive agreement identified by SpiceJet (hereinafter the “**Agreement**”) has been formally executed between SpiceJet and such selected GSA’s and any conditions precedent to the effectiveness of such agreement has been fulfilled.

This RFP is not neither an agreement nor an offer and shall only be treated as an invitation to offer by SpiceJet to the prospective/ potential 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 to this RFP. Information contained in this RFP, may not be complete, accurate, adequate or correct. It is advised that each applicant should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of information contained in this RFP and obtain independent advice from appropriate sources.

Any reference to this RFP in the definitive agreement or any correspondence between SpiceJet and any applicant shall not be construed so as to have the effect of this RFP forming part of the Agreement. SpiceJet, its employees, contractors, advisors and agents accept none responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

SpiceJet, its employees, contractors, agents and advisers make none 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 herein 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.

SpiceJet, its employees, advisors, contractors and agents also accept no liability of any nature whatsoever 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.

SpiceJet 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 SpiceJet is bound to select an applicant or to appoint the selected Applicant, as the case may be, as its GSA in any Territory and SpiceJet 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 SpiceJet, including SpiceJet's Safety and Security Policies, and also to assist and cooperate with SpiceJet in the compliance of such policies and they shall not do anything, which might violate the terms of such policies. SpiceJet reserves the right to conduct visits to ensure that a non-punitive and transparent safety environment is being maintained.

The applicant shall bear all cost 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 SpiceJet or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the applicant. SpiceJet, 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 FOR APOINTMENT OF PASSENGER GENERAL SALES AGENTS

1. INTRODUCTION

A. Overview

- I. **SpiceJet Limited ("SpiceJet")** is India's leading low cost airline, currently operating a fleet of 59 aircraft which includes 737-800, 737-900 ER, 737-700, Bombardier Q400 and others in an all-economy class configuration. SpiceJet currently operates Four hundred plus (400+) flights daily. SpiceJet is the only domestic airline in India achieved highest Load factor from last consecutive 34 Weeks since Mar'15, based on statistics collated and issued by the Director General of Civil Aviation (DCGA) India. SpiceJet is based out of Gurgaon, Haryana, in the National Capital Region of India (Delhi).
- II. SpiceJet is one of the fastest growing airline in India and has firm plans to add more destinations to its network in India and abroad.
- III. SpiceJet has commenced operation on international routes with effect from December 2010. SpiceJet has currently been granted traffic rights by the Indian Government to operate daily flights to Dubai, Bangkok, Male, Dhaka, Colombo, Muscat & Kabul. SpiceJet 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.
- IV. 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.
- V. SpiceJet is looking to appoint such GSA's at 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 SpiceJet from time to time.
- VI. Applicants will be required to submit two signed copies of their request proposal(s) to the address mentioned below, in sealed envelopes. Applicants may also submit their request proposal(s) by email with the sealed original copies of the same to reach SpiceJet's offices subsequently. The Applicants must also enclose two soft copies of respective request proposal 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:

Ms. Shilpa Bhatia - Chief Sales & Revenue Officer
323, Udyog Vihar Phase – IV,
Gurgaon – 122 016,



Haryana, India.

Shilpa.bhatia@spicejet.com

- VII. SpiceJet 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. RFP INFORMATION

- A. 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 SpiceJet at any time prior to the award of business.
- B. The selected applicant may be appointed as an online and/ or offline GSA. 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 SpiceJet commences operations to the **Territory**. SpiceJet 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 SpiceJet's choice, including but not limited to floating another RFP.
- C. 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 request proposal(s) then the relevant document will be revised and such changes will be posted on our website.

3. FORM OF APPLICATION

- A. Applications should be properly executed by duly authorized personnel of the applicant.
- B. Applications 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.

4. 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 SpiceJet and must be forthwith returned upon request.
- B. SpiceJet may reject a proposal if the applicant does not furnish all the information requested by SpiceJet 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 SpiceJet 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 agree and acknowledge that confidentiality is the essence of this RFP and the RFP process.

6. CANVASSING AND COLLUSIVE TENDERING

- A. Any applicant who directly or indirectly canvasses any employee of SpiceJet 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.
- B. Any applicant who undertakes or engages in the following shall be forthwith disqualified:
- I. Fixes or adjusts the proposal by or in accordance with any agreement or arrangement with any person/ applicant; or
 - II. Communicates to any person other than SpiceJet the amount or approximate amount of the proposed application; or



- III. 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
- IV. Offers to give, or agrees to give, to any person in SpiceJet 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 SpiceJet, 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 SpiceJet.

7. ACCEPTANCE OF CONTRACT AND EVALUATION CRITERIA

- A. SpiceJet will have no obligation arising from this RFP unless and until it enters into a definitive agreement with the selected applicant.
- B. SpiceJet does not bind itself to accept 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 in part or not at all. SpiceJet will award the contract, in its sole discretion on the basis of the proposal which gives the best value to SpiceJet, commercially, economically and operationally. The criteria that SpiceJet will use to determine the best value economically and operationally, in no order of importance, will be:
 - I. Diligent ability to deliver the desired service;
 - II. Service quality;
 - III. Financial condition and soundness;
 - IV. Innovation to drive business and explore new business opportunities.
 - V. Cost to SpiceJet
- C. The assessment of proposals may include a visit by SpiceJet representatives to any relevant facilities/ locations currently operated by the applicant. Shortlisted applicants will be required to give a presentation of their proposals to SpiceJet at SpiceJet 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:

- A. Territory / Territories applied for
- B. For each Territory, please specify
 - I. Full legal and trading name
 - II. Addresses of Head Office, Registered Office and Branches of your organization that will represent SpiceJet
 - III. Contact name, Telephone number, Fax number, e-mail address, website details
 - IV. Place and Country of incorporation and Company Registration Number
 - V. Country of Registration
 - VI. Year of Registration
 - VII. VAT Number or equivalent
- C. Corporate Overview and Company Profile
 - I. Date of commencement of business
 - II. Type of business entity (whether sole proprietorship, partnership, association, corporation and types of businesses currently engaged in).



- III. Principal business of the applicant organization
- IV. Please list all other type(s) of businesses of the applicant organization with full details.
- V. Brief history of the organization and its expansion since the time of commencement/ incorporation.
- VI. 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.
- VII. Submit last three years audited financial statements
- VIII. Details of business and various services offered
- IX. 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
- X. Registered Capital and Paid-up Capital
- XI. Minimum Paid-up Capital required by the law of your country;
- XII. Details of share-holders, percentage of shares held by and nationality of principal shareholders.
- XIII. List of Directors with a brief resume.
- XIV. 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
- XV. Whether the organization is an IATA registered Passenger Agent? If so, name(s) under which it is registered and its IATA Code(s).
- D. Details of any other Group Companies and Affiliates¹. Provide following details of parent/ group/ Affiliates:
 - I. Registered name and address and relationship with the applicant
 - II. 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 SpiceJet.
 - III. Business of the parent organization
 - IV. 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 SpiceJet. Provide details of such investment and the investee company.
 - V. Principal business of the parent organization. If the majority shareholder is an individual(s), provide a brief resume of such shareholders.

¹ **“Affiliate”**: with respect to any party, shall mean any Person that, alone or together with any other Person, either 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);



- VI.** 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.
- VII.** Annual Group Turnover
 - E.** Name and address of your bankers
 - F.** Please Specify:
 - I.** 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?
 - II.** Is your office space entirely devoted to the promotion and sale of transportation in general?
 - III.** Please indicate
 - a.** The floor location
 - b.** The surface area of the premises
 - c.** The actual space utilized for the sale of international air transportation;
 - IV.** What display facilities are available for advertising? State number and size of show windows available for this purpose.
 - G.** Network
 - I.** Number and location (cities) of offices in the applicable Territory
 - II.** Addresses of the offices
 - III.** Details of existing representations and sales agency network in the Territory applied for
 - H.** Management
 - I.** Total Number of employees
 - II.** Organizational chart
 - III.** 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 organization.
 - I.** Affiliations / Membership

Details of affiliations / membership with different industry associations (global / national / local)
 - J.** Business Plan for the passenger business containing, inter -alia,
 - I.** Overview of current business, market analysis, overall territory potential,
 - II.** Proposed Sales & marketing organization structure, including staff that you propose to dedicate to SpiceJet
 - III.** Sales and marketing plans
 - IV.** Sales network management
 - V.** Overview of Competition
 - VI.** Market commission/ Incentive structure for LCCs and FSCs



- VII. Expected challenges and likely competition
- VIII. Experience in dealing with travel business to India
- IX. Market analysis and market development strategy
- X. 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
- XI. Sales and marketing strategies to meet the above estimated business target
- XII. Expectations for incentives/ commission from SpiceJet
- K. 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)
- L. Any other information that the Applicant may wish to provide that the Applicant considers pertinent for SpiceJet 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.
- M. Time required to complete all formalities and registrations for setting up SpiceJet GSA, with necessary approvals, etc.
- N. Local legal compliances in territory of appointment to be complied with by SpiceJet, if any, for appointment of a GSA
- O. Are passenger fares for offline sectors that are operated by SpiceJet and will be sold by GSAs network (e.g., Mumbai – Chennai, Delhi – Srinagar, Delhi – Dubai, 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.
- P. Please attach a detailed write-up on the taxation laws, repatriation laws and the compliances required to be furnished by SpiceJet as an offline carrier, to commence selling through the GSA's 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 SpiceJet to comply with the local requirements in this regard.

9. TERMS OF THE GENERAL SALES AGENCY AGREEMENT

As per draft agreement attached as Annexure [●].

10. EVALUATION FACTORS/ CRITERIA FOR AWARD

- A. 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.
- B. Completion of all required responses in the correct format.
- C. The extent to which applicant's proposed solution fulfills SpiceJet's stated requirements as set out in this RFP.
- D. An assessment of the applicant's ability to deliver the indicated service in accordance with the specifications set out in this RFP.
- E. The applicant's stability, experiences, organizational culture, and record of past performance in delivering such services.
- F. Availability of the required dedicated number of high quality personnel with the required skills and experience for the specific approach proposed.
- G. The extent to which any implementation/ integration challenges are recognized and can be managed effectively and in a timely manner.
- H. The financial credentials of the Applicant's organization.



11. REJECTION RIGHTS

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

12. UNDERTAKING BY APPLICANTS

Along with 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	Ms. Shilpa Bhatia – Chief Sales and Revenue Officer
E-mail	shilpa.bhatia@spicejet.com
Copy to	Mr. Henry Moses – Vice President, International Sales
E-mail	email – henry.moses@spicejet.com

14. WITHHOLDING TAX

- A. All payments to be made shall be subject to withholding of taxes as per the applicable laws. SpiceJet shall issue a quarterly statement from the relevant Government website of such tax deduction to GSA in order to enable him to seek credit.
- B. At the time of signing the definitive agreement and on completion of each calendar year of the definitive agreement date till the expiry of the definitive agreement, the selected Applicant will provide SpiceJet with a Tax Residency Certificate, Non-PE declaration and Tax Declaration in the format(s) specified by SpiceJet.

15. SELECTION OF PROPOSALS SUBMITTED

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by SpiceJet 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, SpiceJet reserves the right to appoint any other applicant as its offline GSA for the Territory concerned.



Annexure [•]

LETTER OF UNDERTAKING BY THE APPLICANT

[On the letter head of the Applicant]

[Date]

SpiceJet Limited,
323, Udyog Vihar Phase-IV,

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 14th February 2018.

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 SpiceJet to be inadequate/ false/ incorrect/misleading / incomplete, the Proposal may be rejected by SpiceJet without assigning any reasons therefor. In addition, SpiceJet reserves its right to prohibit us from participation in any further tenders of SpiceJet.

We acknowledge that SpiceJet reserves itself the right to reject the Proposal without assigning any reason thereto. We further acknowledge that SpiceJet is not bound to accept any Proposal. We also acknowledge that SpiceJet 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 SpiceJet, will not create any conflicts of interest or appearance of impropriety, and we hereby indemnify SpiceJet, 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 SpiceJet and fulfilling the terms and conditions of such definitive agreement in the event that we are the selected Applicant.

[Name of the Applicant]

Authorized Signatory

Name: [•]

Designation: [•]