



**AIR INDIA LIMITED**

REQUEST FOR PROPOSAL FOR SELECTION OF A LAW FIRM FOR CARRYING OUT  
LEGAL DUE DILIGENCE FOR THE PROPOSED SALE OF AIR INDIA LTD, AIR INDIA  
EXPRESS LTD & AIR INDIA SATS AIRPORT SERVICES PVT. LTD.

RFP Reference No: Ref. No. LEGAL/HQ/2020/493 Date 28.02.2020

Issued by :

GM (Legal)

Corporate Affairs Department,

Air India Limited,

Airlines House,

113, Gurudwara Rakabganj Road,

New Delhi-110001.

Email : [legal.hq@airindia.in](mailto:legal.hq@airindia.in)

Website : [www.airindia.in](http://www.airindia.in)

**BID DETAILS IN BRIEF**

S. NO.	Description	Details
1.	RFP No. and Date	Ref. No. LEGAL/HQ/2020/493 Date 28.02.2020
	Name of the Department	Corporate Affairs Department, Air India Limited, Airlines House, 113, Gurudwara Rakabganj Road, New Delhi-110001.
2.	Brief Description of work:	Air India would like to engage the services of a reputed Law Firm to undertake the work of Legal Due Diligence for the proposed sale of Air India Ltd, Air India Express Ltd., AISATS Airport Services Pvt. Ltd.
3.	Address for submission of Bid	Air India Ltd, Airlines House, 113, Gurudwara Rakabganj Road, New Delhi-110001
4.	Date of issue of RFP	28.02.2020
5.	Last date and time for Submission of bids	07.03.2020 upto 2:30 pm
6.	Date and time of opening of Technical bid	07.03.2020 at 3:00 pm
7.	No. of envelopes to be Submitted	Envelope 1. Master Envelope Envelope 2. Technical Bid Envelope 3. Financial Bid Both the technical and Commercial bid must be sealed in a Master Envelope (Envelope 1)  RFP No. must be mentioned on each envelope
8.	Earnest Money deposit	Amount Rs. 1,00,000/- (Rs. One Lakh Only)

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## 1.0 INTRODUCTION:

Air India Ltd. is a flag carrier of India and is incorporated under Company's Act 1956 ("Company"). The company is fully owned by Govt. of India and has registered office at Airlines House, 113, Gurudwara Rakabganj Road, New Delhi-110001. It operates a fleet of Airbus (A319, A320 and A321) and Boeing (B747, B777 and B787) Aircraft to a number of domestic and international destinations. The company is also a member of "Star Alliance".

The company has a fully owned subsidiary under the name Air India Express Ltd. Air India Express is a low cost carrier and operates a fleet of Boeing 737 Aircraft.

The company also has a subsidiary under the name Air India SATS Airport Services Pvt. Ltd, a 50:50 joint venture between Air India and SATS. AISATS is in the business of providing airport services in the area of ground and cargo handling.

## 2.0 PROPOSAL

Air India would like to engage the services of a reputed Law Firm to undertake the work of Legal Due Diligence (as detailed in scope of work) for the proposed sale, which includes the sale of Air India Ltd, Air India Express Ltd and AI SATS Airport Services Ltd.

## 3.0 ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criteria	Documents to be enclosed
3.1	Bidder(s) should be a reputed professional Law Firm in registered in India (domestic) at least for last 5 years with office in Delhi and/or NCR.	Copy of Certificate of incorporation / registration and Partnership deed / MoA / AoA, Certificate issued by the Bar Council. For existence of office, proof of the valid license/rent agreement and/or recent utility bills be provided.
3.2	Bidder should have minimum of Three [03] years as on 31.01.2020, in conducting Legal Due Diligence relating to Merger & Acquisition transactions, Divestment of Govt.	1. Client Certificate supported by Contract with Client towards Proof of Completion of legal Due

	entities, Change of Control of ownership of listed companies / holding companies of listed companies.	Diligence. 2. In case of non-availability of Client Certificate or copy of contract, Certificate from Statutory Auditor /Internal Auditor/ Independent Auditor be submitted. 3. Enclose details as per Annexure 3.
3.3	The law firm should also have an experience in advising on legal matters relating to Finance, Corporate matters, Litigation, Human Resources, Intellectual Property, Real Estate Property, Regulatory Compliances (general as well as in Aviation sector) and Insurance.	An undertaking to that effect to be submitted by the Firm.
3.4	The Bidder should have handled a minimum of Three (03) transactions of conducting Legal Due Diligence relating to Merger & Acquisition, Divestment of Govt. entities, Change of Control of ownership of listed companies / holding companies of listed companies.	1. Client Certificate supported by Contract with Client towards Proof of Completion of legal Due Diligence. 2. In case of non-availability of Client Certificate or copy of contract, Certificate from Statutory Auditor /Internal Auditor/ Independent Auditor be submitted. 3. Enclose details as per Annexure 3.
3.5	Bidder must have at least 3 key team members having 5 or more years of experience of Legal Due Diligence with respect to aforesaid transactions noted at 3.2 above.	A Profile of each team member with their details including their qualifications, expertise etc. be submitted.
3.6	Bidder must have at least 1 team leader who shall be the leader of the group of key team members for Air India assignment. He should have 10 or more years of experience of Legal	A Profile of the team leader with details including his qualifications, expertise etc. be submitted.

	Due Diligence with respect to aforesaid transactions noted at 3.2 above.	
3.7	The bidder, the team leader and the key team members should not have been blacklisted/ debarred / disqualified by any regulators/ statutory body in India / by Bar Council of India / or any other Government/Statutory agencies, in the last 10 years.	An undertaking to this effect duly signed by the Authorized Signatory, Company Secretary, State Bar Council.
3.8	The Bidders should not have been engaged by an Airline or any other agency for the purpose of acquisition of Air India or its assets, to avoid conflict of interest.	An undertaking to this effect duly signed by the Authorized Signatory, Company Secretary, State Bar Council.

**4.0 SCOPE OF WORK:** Undertaking a legal vendor due diligence on AIL, AIXL and AI SATS (AIL entities) and preparing a detailed legal vendor due diligence report to record issues and findings:

**4.1 Material Contracts :** Review and summaries material contracts entered into by AI Entities with a value impact in excess of INR [50 Cr] for the entire term of contract including but not limited to Service Level Agreements, Ground Handling Agreements, Engine Agreements, OEM Agreements, Technical Handling Agreements, aircraft lease agreements entered into by AI Entities along with all relevant security documents and filings in respect thereof, Software License and Hosting Service Agreements, Fuel Agreements, Sales Agency Agreements for Cargo Sales, Airport Lounge Facilities Agreement, Catering Agreements, Agreements for Wheelchair Services, Agency Agreements for Passenger Sales, Service Provider Agreements, Concession Agreements, Special Prorate Agreements and others. Identify approvals/consent/notification requirements under the said agreements.

**4.2 Litigation :** Review and summaries all cases filed by or against the AI Entities, including review of case papers, underlying documents, case status and others and highlight the probability of liabilities fructifying in the said cases.

**4.3 Human Resources :** Review and summaries all labour law related issues including registrations/ licenses obtained or returns filed under labour legislations (starting from the year 2016), the existing arrangements with employees, employee benefits, employment related agreements and labour law disputes.

**5.0 SUBMISSION OF PROPOSAL:**

Proposals are required to be submitted as under:

**5.1. Envelope 1 (Master Envelope)** containing the following

- a. A letter from Company/Firm/LLP, on their letter head, authorizing the person (containing the email ID, Telephone number and address for communication) to sign the proposal and other documents on behalf of the Bidder(s), **Annexure – 13**.
- b. Bidders may depute their representatives to attend the bid opening. The representative has to submit an authority letter in the prescribed format as per **Annexure – 5**.
- c. Signed Checklist – **Annexure – 12**.

**5.2. Envelope 2 (Technical Bid) containing the following:**

- (a) Earnest Money Deposit (EMD): ECS / Demand Draft. Enclose DD/ECS confirmation in a separate cover marked "EMD".
- (b) Sealed Cover titled "**BID FOR ENGAGEMENT OF LAW FIRMS FOR LEGAL DUE DILIGENCE FOR THE PROPOSED SALE OF AIR INDIA LTD, AIR INDIA EXPRESS LTD & AIR INDIA SATS LTD.**"  
".....(NAME OF BIDDER) containing
  - i. Covering letter as per **Annexure- 1**
  - ii. Technical Bid as per **Annexure -2**  
(Detailed proposal highlighting the credentials in Mergers, Acquisitions etc. duly signed by the authorized representative/s on all the pages and proposed methodology of Work)
  - iii. Expertise in Merger and Acquisition including details of previous assignments (**Annexure – 3**)
  - iv. Detailed Profile of the team members proposed for the transaction (**Annexure 4**)
  - v. **Integrity Pact** as per **Annexure – 6**
  - vi. Undertaking Letter – Confidentiality (**Annexure – 9**.)
  - vii. Undertaking/Declaration (**Annexure – 10**).
  - viii. Duly signed & Stamped Non Disclosure Agreement (**Annexure – 11**).

Note: Technical Bid shall not include any Commercial Bid information. A technical bid containing information on the commercial bid shall be declared invalid and liable to be rejected.

**5.3. Envelope 3 (Financial Bid):**

The Commercial bid covering letter should be submitted in the format as per **Annexure –7** alongwith Commercial Bid in the prescribed format as per **Annexure – 8**, which should not have any deviations, restrictive statements, etc. Bids, which have such restrictions are liable to be rejected at the sole discretion of the company.

The price shall be quoted in INR only and shall be inclusive of all expenses including out of pocket expenses and any applicable taxes except Goods and Service Tax. No



separate fees/reimbursements shall be made by Air India other than the fees as agreed.

5.4. Cut off date for submitting the proposal (all three envelopes) is **07.03.2020 by 1430 hrs.** The proposal (Envelope 2 and Envelope 3 should be put in single sealed Envelope 1 & signed by the bidder across) should be submitted in hard copies in original, by hand or via registered post or Courier to the:

Despatch Unit, Office of GM (Legal), Room No. 503,  
Corporate Affairs Department, Air India Limited,  
Airlines House, 113, Gurudwara Rakabganj Road, New Delhi-110001.

5.5. No proposal will be entertained after the appointed time and date. Air India Ltd will not be responsible for any postal / courier delay. The proposals received after the appointed time and date will be rejected.

5.6. The proposals should be signed by the authorized representative(s) of the bidder. The executant's authority to represent and bind the Bidder must be confirmed by a written authority letter issued by the Competent Authority of the Bidder accompanying the proposal (Annexure 13).

5.7. All bids and supporting documentation shall be submitted in English only.

5.8. Incomplete bids, conditional bids, bids not conforming to the terms and conditions are liable to be rejected.

5.9. Air India reserves the right to accept or reject any or all Proposals received without assigning any reasons thereof.

## **6. EARNEST MONEY DEPOSIT:**

6.1. The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) in the form of Demand Draft/ECS from any Scheduled Commercial Bank, drawn in favour of "Air India Ltd." for an amount of Rs.1,00,000/- (Rupees One Lac only) payable at DELHI.

Payment of EMD should be made through ECS mode or by DD if ECS is not available / possible. AIL account details for the purpose are as under:

Account Name : Air India Ltd.  
Name of the Bank : State Bank of India  
Branch Name : Main Branch, Parliament Street  
Account Number : 11084278218  
IFSC Code / MICR No. Swift Code No. : SBIN0000691

6.2. No interest shall be payable on EMD.



6.3. EMD must be submitted in a separate cover marked "EMD" along with the bid documents and should be kept inside the Technical Bid as stated in Clause 5.2 of this RFP. Submission of EMD in other than Technical Bid Envelope is liable to be rejected on the grounds of non-submission of EMD.

6.4. In the event of the non-submission of EMD, the bid will be rejected without any further correspondence and the decision of the company in this regard will be final, conclusive and binding.

6.5. Unsuccessful bidder's Earnest Money Deposit will be returned without interest, 10 days after the company enters into Agreement with the successful bidder.

6.6. The Earnest Money Deposit shall be forfeited if a bidder withdraws the bid.

6.7. Any decision of the company in this regard shall be final and conclusive.

## **7.0 SELECTION PROCESS**

7.1. The evaluation process will be based on credentials of the bidder (s), expertise /experience in conducting Legal Due Diligence relating to Merger & Acquisition, Divestment of Govt. entities, Change of Control of ownership of listed companies / holding companies of listed companies and the capacity of the bidder(s).

7.2. Bidder(s) will be short listed based on the criteria mentioned at Annexure 2, Part B. Bidders securing minimum 70% marks would be considered as technically qualified.

Shortlisted bidders will be called for opening of financial bid.

7.3 The final selection of the bidder will be done based on lowest quotation (L-1) submitted to the company.

## **8.0 LOI and AGREEMENT**

8.1 On being successfully evaluated, Air India would issue a Letter of Intent (LOI) which would require immediate acceptance by the bidder.

8.2 The selected bidder is required to commence the assignment immediately on award of LOI, pending execution of the detailed Agreement.

8.3 Pending such Agreement execution, the terms and conditions stated in the LOI read with the tender terms and conditions, duly accepted by the party, shall govern the transactions.

8.4 In any case, the Selected Bidder shall enter into an Agreement with the company, in the format as shall be prescribed by the company, within 7 days of providing of such agreement by the company.

## **9.0 TIME TO COMPLETE ASSIGNMENT**

9.1 The Selected Bidder will have to submit the final Legal Due Diligence Report within 8 weeks of the issuance of the LOI / date of signing of agreement, whichever is earlier. However, Air India reserves the right to extend the timeline.

9.2 The validity of engagement shall remain in force for a period of 1 year from the date of agreement, as may be required by Air India.

## **10.0 DISQUALIFICATION / TERMINATION OF ASSIGNMENT**

10.1. In case it is found, either during the course of the transaction or at any time before the award of assignment or after execution and during the period of subsistence or after the period thereof, that one or more terms and conditions laid down in this request for proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, the company shall have the right to forthwith terminate the engagement or disqualify the selected bidder.

10.2. This action as stated in Clause 10.1 above, will be without prejudice to any right or remedy that may be available to the company under the bidding document or otherwise. However, before terminating the engagement, a show cause notice stating why its engagement should not be terminated would be issued giving it an opportunity to explain its position.

10.3. Any form of canvassing/lobbying/exercise of influence/cartelization etc. by the Bidder(s) will result in disqualification of such Bidder(s).

## **11.0 GENERAL CONDITIONS**

11.1 The Company reserves the right to cancel/withdraw the RFP during the course of tendering process without assigning any reason whatsoever thereof.

11.2. The Company may, in its absolute discretion, apply any additional criteria as deemed appropriate in the selection of the Legal Counsel, not limited to those set out in this RFP and the Bidders shall be bound by the same.

11.3. The Company reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidder or bidders or without any obligation to inform the bidder or bidders about the grounds for the Company's action.

11.4. The Company may at its sole discretion select and engage such number of Law Firm(s) as it deems fit with requisite experience, who together will form a team and be called Law Firms.

11.5. The Company shall be under no obligation to act upon the advice rendered by the Selected Bidder. The appointment made by the Company shall be final and binding on all the Bidders.

11.6. In case, if there is substantial change in the composition of the team of the appointed/selected Bidder handling the assignment which can significantly affect its execution, the Company reserves its right to terminate the agreement without any cost to the company and the decision of the Company will be final and binding.

11.7. During the tenure of engagement of the Law Firm(s), in case the Company considers that the services of Law Firm(s) are in any manner deficient and / or are not being performed to the satisfaction of the Company in terms of scope of work as set out herein or in the engagement letter or in any agreement that may be executed with them in connection with the assignment, the Company shall have the right to terminate the engagement of such Law Firm (s) without assigning any reason for the same.

#### **11.8. Confidentiality**

The information contained in this document is confidential. The Bidder shall not share this information with any other party.

The information contained in this RFP or subsequently provided to Bidder(s) whether verbally or in writing by or on behalf of the Company shall be subject to the terms and conditions set out in this RFP and any other agreement/ contract to be executed by Air India Ltd. Declaration to be submitted as per Format, Annexure – 9.

#### **11.9. Authentication of Erasures/Overwriting etc.:**

Any inter-lineation, erasures or overwriting shall be valid only if the person(s) signing the bid duly authenticates the same by affixing his signature.

#### **11.10. Cost of Bidding:**

The specified bidder/s shall bear all the costs associated with the preparation and submission of its bid and the Company will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

#### **11.11. Modification & Withdrawal:**

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be allowed to be modified after the submission of the bid. No bidder shall be allowed to withdraw the bid once submitted.

#### **11.12. Assignment**

The Selected Bidder shall not assign or sub contract any of the assignments entrusted to it pursuant to this RFP.

#### **11.13. Amendment of Bidding Documents:**

At any time prior to the last Date and Time for submission of bids, the Company may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Company. All amendments shall be uploaded on the Company's website ([www.airindia.in](http://www.airindia.in)) and will be binding on all those who are interested in bidding.

In order to provide specified Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Company may, at its discretion, extend the deadline for submission of bids.

#### **11.14. No Legal Relationship**

No binding legal relationship will exist between any of the Bidder(s) and the Company until issuance of LOI to the successful Bidder.

#### **11.15. Publicity**

Any publicity by the bidder in which the name of the Company is to be used should be done only with the explicit written permission of the Company.

#### **11.16. Indemnity**

11.16.1. The bidder agrees to indemnify and keep indemnified, defend and hold harmless the Company and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without litigation, reasonable attorney's fees), arising before or after completion of assignment, which result from, arise in connection with or arising out of or in connection with the bidder's breach of any of the terms and conditions, representations, warranties specified in the Agreement/Contract; acts or omissions of, negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;

11.16.2. The term bidder shall deem to include the bidder, its personnel, employees, consultants, and / or other authorized persons.

11.16.3. The responsibility to indemnify set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.

11.16.4. The Selected Bidder shall adhere to the quality standards, regulatory/government directives and guidelines in this regard.

11.16.5. The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP.

11.17. The Selected Law Firm shall be the principal employer of its employees and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the engagement letter to be issued under this RFP. No right of any employment shall accrue or arise, by virtue of engagement of employees, by the selected Law Firm, for any assignment under the engagement letter to be issued for this RFP. All remuneration, claims, wages, dues etc. of such employees of the selected bidder shall be paid by the selected bidder alone and the Company shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees. The selected bidder agrees to hold the Company, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability of whatsoever nature caused to the Company, claims actions or proceedings, if any, that may arise from the action of its employees. The written demand by the Company as to the loss / damages shall be final, conclusive and binding on the selected bidder and the selected bidder shall be liable to pay on demand without any contestation / demur the actual amount of such loss /damages caused to the Company.

#### 11.18 **Mode of payment**

Payment to Law Firm for services rendered to Air India or return of EMD will be made through ECS or by Cheque. Kindly provide the following bank details:

Account Name :  
Name of the Bank :  
Branch Name :  
Account Number :  
Bank Code / MICR No. Swift Code No.

#### **Note:**

(1) A photocopy of a cancelled Cheque is to be enclosed by the bidder along with their Bids (RFP) for verification of the above details. If you have already submitted your bank details to Air India Ltd. against an earlier tender, the above details may be furnished only if there is a change in the details submitted earlier.

(2) The EMD amount will also be refunded to the above account of the bidder.

(3) The invoice will be paid within 60 days from the date of receipt by Air India.

#### 11.19 **Governing Law**

The provisions of the LOI/Agreement with the selected bidder shall be governed by and interpreted in accordance with the laws of India and the bidding parties hereby agree to submit to the exclusive jurisdiction of the courts in Delhi

#### 11.20 **Arbitration**

Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this document or the validity or

breach thereof, shall first be settled by mutual consultation. If the dispute remains unresolved after a period of 90 days from the date when the mutual consultation has started, the matter shall be referred for settlement to 'SCOPE FORUM OF CONCILIATION AND ARBITRATION', Govt. of India, and the award made in pursuance thereof shall be final.

#### **11.21 Penalty**

Successful bidder has to adhere to the scope of work and timeline for satisfactory completion of the assignment as indicated at Clause no.9.1 above. In case of any delay, attributable to the selected party, in meeting the timelines a weekly penalty of 5% of the total fees payable under this tender will be applied subject to maximum of total fees payable to the selected entity.

Notwithstanding the foregoing, in the event of unreasonable delay in completion of the assignment as assessed by Air India, Air India would require the selected entity to indemnify Air India for such delays and Air India, at its discretion, may terminate the awarded contract and any such action would be at the cost of the selected entity.

#### **11.22 Security Deposit**

Security Deposit will be applicable to the successful bidder at the rate of 5% of the total fees payable (including applicable taxes) and should be in the form of Bank Guarantee, Demand Draft or Pay Order.

Security Deposit should be submitted within 1 week from the date of acceptance of LOI.

The Security Deposit will be interest free.

Security Deposit will be refunded on successful completion of the assignment.

11.23 Bidders are advised to carefully go through the eligibility criteria (Para 3) and Evaluation matrix (Annexure 2, PART B) before filling up the Technical bid (Annexure 2, PART A).

### **12. OBLIGATIONS OF THE SUCCESSFUL BIDDER:**

12.1. Without prejudice to any other clause mentioned in the RFP, the successful Bidder has to complete the assignment and submit the duly signed Legal due diligence report for the purposes of the transaction within Eight Weeks (8) from the date of signing of LOI/Agreement, whichever is earlier. Under no circumstances, the successful Bidder can withhold sharing of the Legal Due Diligence report to Air India, as part of his obligation for completion of the assignment.

12.2. In the event, the successful Bidder does not complete the assignment within the prescribed timelines, the Company reserves the right to terminate the contract and award it to the next ranked Bidder. Also the Company reserves the right to forfeit the EMD of the successful Bidder in accordance with the terms of the RFP. In addition to the same, the successful Bidder has to indemnify the Company against any losses, damages incurred by the Company in consequence to the non-fulfillment of the obligations of the successful Bidder.

12.3. The agreed fee is payable only on the completion of assignment and submission of the signed Due Diligence Report duly accepted by Air India in accordance with the terms of the RFP within the prescribed timelines.

### **13.0 CORRUPT & FRAUDULENT PRACTICES:**

13.1. The Bidder shall ensure the compliance of the applicable guidelines issued by Central Vigilance Commission.

13.2. As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the procurement and execution of contracts.

13.3. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution.

13.4. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Company and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition.

13.5. The Company reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### **14.0 DISCLAIMER**

14.1 The RFP is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement. The purpose of this RFP is to provide information to the potential Bidders, who may qualify to submit the response to this RFP, to assist them in responding to this RFP. Though this RFP has been prepared with sufficient care to provide all required information to the potential Bidders, potential Bidders however may need more information than what has been provided herein. In such cases, the potential Bidder is solely responsible to seek the information required from the Company. The Company reserves the right to provide such additional information at its sole discretion. In order to respond to the RFP, if required, and with the prior permission of the Company, each Bidder may conduct their own study and analysis /assessment and seek its own professional, technical, financial and legal advice, as may be necessary.

14.2. The Company makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential bidder(s) may make in case of failure to understand the terms and requirements of this RFP and



responds to the RFP. The Company may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP and specify additional requirements or cancel this RFP at any time without assigning any reason there of and without any notice, at its sole discretion, such change will be published on the company website ([www.airindia.in](http://www.airindia.in)) and it will become part and parcel of this RFP.

14.3. While due care has been taken in the preparation of this document, the Company will not be held responsible for any inaccuracy in the information provided herein. The Bidder(s) must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of all such information contained in the RFP.

14.4. It is the Bidder(s) responsibility to examine this RFP; examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response to the RFP; and satisfy itself as to the completeness, correctness and sufficiency of all the information contained in its response to the RFP.

14.5 Air India reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Air India reserves the right to reject any or all the request of proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Air India shall be final, conclusive and binding on all parties.

FOR ANY FURTHER CLARIFICATIONS PLEASE CONTACT:

Shri Gagan Batra  
Sr. Manager (CA)  
Air India Limited, Airlines House  
5<sup>th</sup> Floor, New Delhi-110001  
Ph :011 23422192  
Email :legal.hq@airindia.in





Annexure -1

**(COVERING LETTER- TECHNICAL BID)**  
*(Letter to the Company on the Firm letterhead)*

Date:

To

GM (Legal)  
Corporate Affairs Department,  
Air India Limited,  
Airlines House,  
113, Gurudwara Rakabganj Road,  
New Delhi-110001.

Dear Sir,

**Sub: Your RFP No.: LEGAL/HQ/2020/493 Dated 28.02.2020 for Selection of Law Firms as Legal Consultants carry out Legal Due Diligence for the proposed sale of Air India Ltd., Air India Express Ltd. & AISATS Airport Services Pvt. Ltd.**

With reference to the above RFP, having understood and agreeable to the instructions, terms and conditions forming part of the RFP and Amendments thereon, we hereby enclose our offer to carry out Legal Due Diligence for the proposed sale of **Air India Ltd., Air India Express Ltd. & AISATS Airport Services Pvt. Ltd.** as detailed in your above referred RFP.

We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical Bid in a sealed envelope. The offer shall be binding on us up to 180 days.

Yours faithfully,

(Name and Designation, Stamp of the firm)

Encl: Technical Bid in sealed envelope.

**TECHNICAL BID  
(Particular of the Bidder)**

**Request for Proposal "Selection of Law Firms as Legal Consultants to provide Legal Due Diligence for the proposed sale of Air India Ltd., Air India Express Ltd. & AISATS Airport Services Pvt. Ltd. "**

Reference Number:

Sr. No	Particulars	Documents to be attached
1	Registered Name of the Firm/LLP/Company	Copy of Certificate of Incorporation / registration and Partnership deed / MoA / AoA.
2	Bidder should have minimum of Three [03] years as on 31.01.2020, in conducting Legal Due Diligence relating to Merger & Acquisition, Divestment of Govt. entities, Change of Control of ownership of listed companies / holding companies of listed companies.	1. Client Certificate supported by Contract with Client towards Proof of Completion of legal Due Diligence. 2. In case of non-availability of Client Certificate or copy of contract, Certificate from Statutory Auditor /Internal Auditor/ Independent Auditor be submitted.
3	Address of Registered Office	
4	Presence and locations of Offices in India (The bidder must have an office in Delhi and/or NCR.)	Documentary Proof such as recent (upto 3 months) utility bills, lease agreement etc.
5	Telephone / mobile and Fax number	
6	E mail address	
7	Credentials of the Bidder (The law firm should also have an experience in advising on legal matters relating to Finance, Corporate matters, Litigation, Human Resources, Intellectual Property, Real Estate Property,	Brief Write-up along with an undertaking.

	Regulatory Compliances and Insurance.)	
8	Name and designation of the person authorized to make commitments to the Company	As per Annexure – 13.
9	Details of the assignments of Legal Due Diligence including the number of assignments completed with name and location of the client. (The Bidder should have handled a minimum of Three (3) transactions of conducting Legal Due Diligence relating to Merger & Acquisition, Divestment of Govt. entities, Change of Control of ownership of listed companies / holding companies of listed companies)	<ol style="list-style-type: none"> <li>1. Client Certificate supported by Contract with Client towards Proof of Completion of legal Due Diligence.</li> <li>2. In case of non-availability of Client Certificate or copy of contract, Certificate from Statutory Auditor /Internal Auditor/ Independent Auditor be submitted.</li> <li>3. Enclose details as per Annexure 3.</li> </ol>
10	Details of the assignments of Legal Due Diligence including the number completed with name and location of the client in respect of Divestment of Govt. entities / Companies.	<ol style="list-style-type: none"> <li>1. Client Certificate supported by Contract with Client towards Proof of Completion of legal Due Diligence.</li> <li>2. In case of non-availability of Client Certificate or copy of contract, Certificate from Statutory Auditor /Internal Auditor/ Independent Auditor be submitted.</li> <li>3. Enclose details as per Annexure 3.</li> </ol>
11	Number and details of Key Team Members having more than 5 years' experience as per eligibility criteria who will be associated with the assignment. Bidder must have at least 3 key team members having 5 or more years of experience in conducting Legal Due Diligence relating to Merger & Acquisition, Divestment of Govt. entities, Change of Control of ownership of listed companies / holding	A Profile of Key Team Members with their details including their qualifications, no. of years of experience, expertise etc should be submitted as per the format enclosed as Annexure 4.

	companies of listed companies.	
12	<p>Number and details of Team Leaders who can lead Key Team Members and having more than 10 years of experience as per eligibility criteria.</p> <p>Bidder must have at least 1 team leader who shall be the leader of the group of key team members for Air India assignment. He should have 10 or more years of experience in conducting Legal Due Diligence relating to Merger &amp; Acquisition, Divestment of Govt. entities, Change of Control of ownership of listed companies / holding companies of listed companies.</p>	<p>A Profile of the team leaders with their details including their qualifications, no. of experience, expertise etc. should be submitted as per the format enclosed as Annexure 4.</p>
13	<p>Whether bidder, key team members and team leaders blacklisted / debarred / disqualified by any regulators / statutory body in India / Bar Council of India / any other government / statutory agencies in the last 10 years.</p> <p>(The bidder, key team members and team leaders should not have been blacklisted /debarred/ disqualified by any regulators/ statutory body in India / Bar Council of India / any other government / statutory agencies in the last 10 years.)</p>	<p>An undertaking to this effect duly signed by the Authorized Signatory, Company Secretary, State Bar Council.</p>
14	<p>The Bidders should not have been engaged by an Airline or any other agency/ organization for the purpose of acquisition of Air India or its assets, to avoid conflict of interest.</p>	<p>An undertaking to this effect duly be signed by the Authorized Signatory, Company Secretary, State Bar Council.</p>
15	<p>Details of bid amount paid through ECS/ Demand Draft:</p>	<p>ECS/DD No.....</p> <p>Dated.....</p> <p>Bank.....</p>



		Drawn on (Branch)..... Amount Rs.....
16	PAN number..... GST number.....	

Dated this ..... day of ..... 2020

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

\_\_\_\_\_

**TECHNICAL BID**  
(Evaluation Matrix)

**Request for Proposal "Selection of Law Firms as Legal Consultants to provide Legal Due Diligence for the proposed sale of Air India Ltd., Air India Express Ltd. & AISATS Airport Services Pvt. Ltd."**

Sr. No.	Parameter	Max. Marks	Marking System		Ascribe Marks as per your assessment (Bidder must secure minimum 70 marks to technically qualify)
1	Bidder should have minimum of Three [03] years' experience as on 31.01.2020, in conducting Legal Due Diligence relating to Merger & Acquisition, Divestment of Govt. entities, Change of Control of ownership of listed companies / holding companies of listed companies.	20	Criteria	Max. Marks	
			Experience of the firm of 03 years as indicated at parameter.	20	
2	The Bidder should have handled a minimum of Three (3) transactions in respect of conducting Legal Due Diligence relating to Merger & Acquisition, Divestment of	40	Criteria	Max. Marks	
			Experience of handling at least 03 transactions as indicated in the parameter.	20	

	Govt. entities, Change of Control of ownership of listed companies / holding companies of listed companies.			Additional four marks for handling every additional transactions as indicated in the parameter subject to maximum of 20 marks.	20							
3	Additional weightage to the bidders who have handled divestment of Govt. entities.	10		<table border="1"> <thead> <tr> <th>Criteria</th> <th>Max. Marks</th> </tr> </thead> <tbody> <tr> <td>One assignment</td> <td>5</td> </tr> <tr> <td>For every additional assignment handled 2.5 additional marks subject to a maximum of 5 marks</td> <td>5</td> </tr> </tbody> </table>	Criteria	Max. Marks	One assignment	5	For every additional assignment handled 2.5 additional marks subject to a maximum of 5 marks	5		
Criteria	Max. Marks											
One assignment	5											
For every additional assignment handled 2.5 additional marks subject to a maximum of 5 marks	5											
4	Applicant having key team members having 5 or more years of experience in respect of conducting Legal Due Diligence relating to Merger & Acquisition, Divestment of Govt. entities, Change of Control of ownership of listed companies / holding companies of listed companies.	10		<table border="1"> <thead> <tr> <th>Criteria</th> <th>Max. Marks</th> </tr> </thead> <tbody> <tr> <td>3 key Personnel</td> <td>5</td> </tr> <tr> <td>1 mark for each additional key personnel above 3 subject to maximum of 5 marks</td> <td>5</td> </tr> </tbody> </table>	Criteria	Max. Marks	3 key Personnel	5	1 mark for each additional key personnel above 3 subject to maximum of 5 marks	5		
Criteria	Max. Marks											
3 key Personnel	5											
1 mark for each additional key personnel above 3 subject to maximum of 5 marks	5											

5	Team leader of key persons to have an experience of 10 years in respect of conducting Legal Due Diligence relating to Merger & Acquisition, Divestment of Govt. entities, Change of Control of ownership of listed companies / holding companies of listed companies.	20		
			Criteria	Max. Marks
			Team leader of key personnel to have an experience of 10 years	15
			1 mark for each additional team leader of the rank of Team leader above 1 subject to maximum of 5 marks	5
Total		100		

Note: Bidder(s) will be short listed based on above matrix. Bidders must secure a minimum of 70% marks to technically qualify.



**Annexure -3**

**DETAILS OF PREVIOUS LEGAL DUE DILIGENCE ASSIGNMENTS WITH RESPECT TO TRANSACTIONS OF MERGER, ACQUISITION, DIVESTMENT, CHANGE OF CONTROL ETC. AND PROVIDING LEGAL DUE DILIGENCE IN THAT REGARD**

Sr. No.	Name of the Client /Company(ies)	Networth of the Client/ Company(ies)	PSU/Non PSU	Brief Details of Scope of Work	Period of Assignment	
					From	To

**(Signature, name and designation of the authorized signatory)**

**Note:** Supporting Documents including Client Certificate/Contract with client may be furnished.



**Annexure 4**

**PROFILE OF TEAM LEADERS AND KEY TEAM MEMBERS WHO WILL BE ASSOCIATED WITH THE ASSIGNMENT**

*(Details to be submitted i.r.o. every Team Leader/key Team member proposed to be associated with the assignment)*

1. Name of the Person:
2. Office Address:
3. E-mail ID :
4. Phone Number Office :  
Mobile :
5. Date since working in the Firm :
6. Professional Qualifications (Qualifying Date, qualification obtained and institute):
7. Present Designation :
8. Experience : (State clearly No of years of experience as well as specialised field)
9. If blacklisted / debarred etc. (Provide details):

Dated this ..... day of ..... 2020

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(In the capacity of)

Duly authorized to sign Proposal for and on behalf of \_\_\_\_\_



Annexure: 5

**AUTHORIZATION LETTER – BID OPENING FORMAT**

*(To be furnished on the company's letter head)*

Place.....

Date.....

To  
GM (Legal)  
Corporate Affairs Department,  
Air India Limited,  
Airlines House,  
113, Gurudwara Rakabganj Road,  
New Delhi-110001.

Sir/Madam,

Subject: **Authorization Letter for attending the Bid Opening**

This has reference to your RFP No. LEGAL/HQ/2020/493 Date 28.02.2020 for Selection of Law Firms to carry out Legal Due Diligence for the proposed sale of Air India Ltd., Air India Express Ltd. & AISATS Airport Services Pvt. Ltd. Mr/Miss/Mrs.....is hereby authorized to attend the Bid Opening of the above RFP ..... Dated ..... on ..... on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority  
Name of Authorizing Authority

Signature of Attesting Authority

## Integrity Pact

## Annexure 6

**B**etween

**Air India Ltd. (AIL)** hereinafter referred to as "**The Principal**",  
and

Hereinafter referred to as "**The Bidder/ Contractor**"

### **PREAMBLE**

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

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

#### **Section 1 – Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. The word 'take' shall also include the past and future.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or the conduct rules of the Principal, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption in their dealings with AIR INDIA LTD.. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (Page nos. 6-7)
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Contractor/Bidder and in the agreement entered into by the Principal with the Contractor/Bidder.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences or acts outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

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

### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security and other actual damages due to the consequential delay.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.
3. The Contractor/Bidder shall not be entitled to claim from the Principal any amounts either as damages or otherwise, on account of termination.

### **Section 5 - Previous transgression**

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Public Company in any country conforming to the corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

### **Section 6 - Equal treatment of all Bidders/Contractors/Subcontractors**

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

### **Section 8 – Independent External Monitor/Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to the Chairman, AIR INDIA LTD..
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, AIR INDIA LTD. within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the AIR INDIA LTD. Board.
8. If the Monitor has reported to the Chairman AIR INDIA LTD., a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman AIR INDIA LTD. has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 3 years after the last payment under the contract, and for all other Bidders 12 months after the contract has been awarded.



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

**Section 10 – Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members and in the case of a Company by an authorised representative.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
(For & On behalf of the Principal)

\_\_\_\_\_  
(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with AIR INDIA LTD. Departments/Stations shall apply for registration in the prescribed Application – Form.
  - 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by AIR INDIA LTD. Departments/Stations.
  - 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
    - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
    - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
    - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by AIR INDIA LTD. in Indian Rupees only.
  - 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
    - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
    - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
    - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by AIR INDIA LTD. in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .
  - 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
  - 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by AIR INDIA LTD.. Besides this there would be a penalty of banning business dealings with AIR INDIA LTD. or damage or payment of a named sum.



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## Introduction

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

## 2. Scope

- 2.1 The General Conditions of Contract (GCC) of AIR INDIA LTD. generally provide that AIR INDIA LTD. reserves its rights to remove from list of approved suppliers/contractors or to ban business dealings if any Agency has been found to have committed misconduct, violation of any law or any term of the agreement and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/customers/buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3 However, absence of such a clause does not in any way restrict the right of Company (AIR INDIA LTD.) to take action/decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to all the Departments/Stations and subsidiaries of AIR INDIA LTD..
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor/inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

## 3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) '*Party/Contractor/Supplier/Purchaser/Customer*' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. '*Party/Contractor/Supplier/Purchaser/Customer*' in the context of these guidelines is indicated as '*Agency*'.
- ii) '*Inter-connected Agency*' shall mean two or more companies having any of the following features:
  - a. If one is a subsidiary of the other.
  - b. If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
  - c. If Management is common;
  - d. If one owns or controls the other in any manner;
- iii) '*Competent Authority*' and '*Appellate Authority*' shall mean the following:

- a. For Company (entire AIR INDIA LTD.) Wide Banning  
The Executive Director – SBU in charge of Procurement shall be the ‘Competent Authority’ for the purpose of these guidelines. Chairman, AIR INDIA LTD. shall be the ‘Appellate Authority’ in respect of such cases.
- b. In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach AIR INDIA LTD. Board as Second Appellate Authority.
- c. For Departments / Stations only  
Any officer not below the rank of Executive Director appointed or nominated by the Functional Director / SBU Head shall be the ‘Appellate Authority’ in all such cases.
- d. For Corporate Office only  
For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of CMMG shall be the “Competent Authority” and Director (Technical) shall be the “Appellate Authority”.
- e. Chairman, AIR INDIA LTD. shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) ‘Investigating Department’ shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other authority or agency set up by the Central or State Government having powers to investigate.
- v) ‘List of approved Agencies - Parties/Contractors/Suppliers/Purchasers/Customers’ shall mean and include list of approved/registered Agencies - Parties/Contractors/Suppliers/ Purchasers/Customers, etc.

#### **4. Initiation of Banning/Suspension**

Action for banning/suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. The Vigilance Department of AIR INDIA LTD. shall have the right to recommend banning/suspension and this shall be binding on the Department/SBU and non-compliance of these recommendations/instructions shall be deemed to be a misconduct on the part of the Head of the Department/SBU.

#### **5. Suspension of Business Dealings**

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

- 5.2 The order of suspension shall be communicated to all Departmental Heads within the Departments/Stations. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct/violation under investigation is very serious and it would not be in the interest of AIR INDIA LTD., as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), AIR INDIA LTD. Corporate Office alongwith the material available. If Corporate Office considers that depending upon the gravity of the misconduct/violation, it would not be desirable for all the Departments/Stations and Subsidiaries of AIR INDIA LTD. to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Departments/Stations by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 For suspension of business dealings with Foreign Suppliers, following shall be the procedure :-
- i. Suspension of the foreign suppliers shall apply through out the Company including Subsidiaries.
  - ii. Based on the complaint forwarded by ED-Procurement or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of AIR INDIA LTD. to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director-Procurement to place it before a Committee consisting of the following :
    1. Director-Finance/Head of Corporate Finance;
    2. SBU Head/Department concerned;
    3. ED-Headquarters/Head of Corporate Office;
    4. GM-Legal/Head of Corporate Law.The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by ED-Procurement.
  - iii. The comments/recommendations of the Committee shall then be placed by ED-Procurement before the Board of AIR INDIA LTD. and if the Board opines that it is a fit case for suspension, SBU Head may pass necessary orders which shall be communicated to the foreign supplier by ED-Headquarters.
- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director/Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation

- to its business dealings with the Government or any other public sector enterprises or AIR INDIA LTD., during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
  - 6.4 If the Agency continuously refuses to return/refund the dues of AIR INDIA LTD. without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
  - 6.5 If the Agency employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence;
  - 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
  - 6.7 If the Agency has resorted to Corrupt, fraudulent practices, coercion, undue influence and other violations including misrepresentation of facts;
  - 6.8 If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (AIR INDIA LTD.) or its official in acceptance/performances of the job under the contract;
  - 6.9 If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations;
  - 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Company (AIR INDIA LTD.) or not;
  - 6.11 Based on the findings of the investigation report of CBI/Police/internal Vigilance or any other investigative agency including Government Audit against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (AIR INDIA LTD.) or even otherwise;
  - 6.12 Established litigant nature of the Agency to derive undue benefit;
  - 6.13 Continued poor performance of the Agency in several contracts;
  - 6.14 If the Agency misuses the premises or facilities of the Company (AIR INDIA LTD.), forcefully occupies tampers or damages the Company's properties including land, water resources, forests / trees, etc.  
(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## **7 Banning of Business Dealings**

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including Subsidiaries. However, the Competent Authority of the Department/Unit except Corporate Office can impose such ban unit-wise only if in the particular case banning of business dealings by respective Department/Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/default to beyond the Department/Unit. Any ban imposed by Corporate Office shall be applicable across all Departments/Stations of the Company including Subsidiaries.
- 7.2 For Company-wide banning, the proposal should be sent by ACVO of the Department/Unit to the CVO through the Chief Executive of the Department/Unit setting out the facts of the case and the justification of the action proposed alongwith all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported coal/coke. The Corporate Vigilance shall process the proposal of the Department/Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.

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

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

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

- 7.3 There will be a Standing Committee in each Department/Unit to be appointed by Chief Executive for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of coal/coke. However, for procurement of items/award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of Executive Director/General Manager from Finance, Procurement and Legal:
- i) To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide/Local unit wise banning exists, if not, send back the case to the Competent Authority.
  - ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
  - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
  - iv) To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.4 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

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

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers/Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

## **9 Show-cause Notice**

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of AIR INDIA LTD., necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- a. For exonerating the Agency if the charges are not established;
  - b. For removing the Agency from the list of approved Suppliers/Contractors, etc.



c. For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

#### **10 Appeal against the Decision of the Competent Authority**

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall be to the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

#### **11 Review of the Decision by the Competent Authority**

Any petition/application filed by the Agency concerning the review of the banning order passed originally by Chief Executive/Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive/Competent Authority upon disclosure of new facts/circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

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

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/Appellate Authority may be supplied.

12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, AIR INDIA LTD. may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

12.4 Based on the above, Departments/Stations may formulate their own procedure for implementation of the Guidelines.



Annexure: 7

**COMMERCIAL OFFER-COVERING LETTER**  
(To be furnished in the company's / firm's letter head)  
(To be submitted in sealed envelope)

To  
GM (Legal)  
Corporate Affairs Department,  
Air India Limited,  
Airlines House,  
113, Gurudwara Rakabganj Road,  
New Delhi-110001.

Sir/Madam,

We the undersigned offer to provide services for carrying out Legal Due Diligence for the proposed sale of Air India Ltd., Air India Express Ltd. & AISATS Airport Services Pvt. Ltd. in accordance with scope detailed in your RFP No. LEGAL/HQ/2020/493 Date 28.02.2020

Our Commercial Offer is attached herewith. The amount is exclusive of all taxes and inclusive of all expenses.

Our Commercial Offer shall be binding upon us and the same is also subject to modification resulting from contract negotiations. The offer is valid up to the period of 180 days from the date of submission of the proposal.

Yours faithfully,

(Name & designation, seal of the firm)

Place  
Date

Encl: Commercial Offer in sealed envelope.





**Annexure 8**

**COMMERCIAL BID**  
(to be included in Commercial Proposal Envelope)

Date: .....

Dear Sir,

Sub: Request for proposal for Selection of a Law Firm for carrying out Legal Due Diligence for the proposed sale of Air India Ltd., Air India Express Ltd. & AISATS Airport Services Pvt. Ltd.

Ref: No. : LEGAL/HQ/2020/493 Date 28.02.2020

In terms of the above-mentioned RFP document we submit herewith the Commercial Bid (Fees) for the carrying out Legal due diligence for the proposed sale of Air India Ltd., Air India Express Ltd. & AISATS Airport Services Pvt. Ltd.

<b>Particulars</b>	<b>Legal due diligence Fees (Rs.)</b>
In figures*	
In words*	

\* The amount is exclusive of all taxes and inclusive of all expenses.

NOTE:

Company will deduct tax (TDS) while releasing payment, if applicable as per the law.

Dated this ..... day of ..... 2020

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(in the capacity of)

Duly authorized to sign Proposal for and on behalf of \_\_\_\_\_



Annexure 9

**DECLARATION CUM UNDERTAKING LETTER - CONFIDENTIALITY**

*(Undertaking from the bidder on their company's letter head)*

We (and our employees) shall not, unless the Air India Ltd. gives permission in writing, disclose any part or any information furnished by the Air India Ltd., to any person. The employees engaged by us will maintain strict confidentiality.

We (and our employees) shall not without prior written consent from the Air India Ltd. make use of any document or information given by the Air India Ltd., except for the purposes of performing the contract awarded pursuant to this RFP.

In case of breach, the Air India Ltd. shall take such legal action as deemed fit.

\_\_\_\_\_  
Signature and seal of authorized person

Date:

Place:



## Annexure – 10

### UNDERTAKING/DECLARATION

*(The bidder(s) shall furnish the following Undertaking as part of the proposal)  
(Company Letter Head)*

*"We hereby undertake and declare that we fulfill the eligibility criteria prescribed in the Request for Proposal (RFP) of Air India Ltd. LEGAL/HQ/2020/493 Date 28.02.2020 for Selection of a Law Firm for carrying out Legal Due Diligence for the proposed sale of Air India Ltd., Air India Express Ltd. & AISATS Airport Services Pvt. Ltd. and also confirm that there has been no conviction by any Court of Law or indictment/ adverse order by a regulatory or governmental authority for any grave offence against us.*

*It is certified that we have not been blacklisted/debarred/disqualified by any regulators/statutory body in India in the past. It is further certified that there is no investigation pending against us or our CEO, Directors/Partners/Employees.*

*It is certified that, no actions have been initiated against the Bidder or its CEO, Directors/Partners/Employees by Bar Council of India or any other Government/Statutory agencies with regard to any financial irregularities.*

*It is certified that no conflict of interest exists in Air India Ltd., Air India Express Ltd. & AISATS Airport Services Pvt. Ltd. as on date except as disclosed explicitly and if in future such a conflict of interest arises we will intimate the same to Air India Ltd. Further, we hereby undertake that the decision taken by the Tender Committee of Air India Ltd. regarding the qualified Bidder shall be binding upon us"*

*(Signature, name and designation of the authorised signatory)*



## Annexure – 11

### NON-DISCLOSURE AGREEMENT

This reciprocal NON-DISCLOSURE AGREEMENT (the "Agreement") is made at New Delhi by and between:

**AIR INDIA LTD**, a body corporate established under Company's Act 1956 (CIN No.U622200DL2007GOI161431) having its Regd. Office at Airlines House,113, Gurudwara Rakabganj Road, New Delhi-110001.

(hereinafter referred to as "**Air India**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns);

AND

M/s.----- (hereinafter referred to as "**Law Firm**" which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

Air India and the Law Firm are hereinafter collectively referred to as 'The Party'.

The Party that discloses confidential information to the other party shall be referred to as the 'Disclosing Party' and the Party that receives such confidential information from the other party shall be referred to as the 'Receiving Party'.

The terms 'Receiving Party' and 'Disclosing Party' shall include each party's subsidiaries, associates, parents and their respective directors, officers and employees and the rights and obligations of the parties hereto therefore shall apply to such entities.

#### **And Whereas**

1. M/s.----- is carrying on business of \_\_\_\_\_ and has agreed to undertake **Legal Due Diligence and** other related tasks.
2. For purposes of advancing their business relationship, the Parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder:

#### **1. Confidential Information and Confidential Materials**

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, a copy, abstract, sample, note or module thereof and Disclosing

Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential.

Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or Agents is covered by this agreement.

(b) Notwithstanding the forgoing, Confidential Information shall not include any information that: (i) is now or subsequently becomes publicly available without Receiving Party's breach or any obligation owed to Disclosing Party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party; or (iv) is independently developed by Receiving Party,

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks, tapes or drives, whether machine or user readable.

## **2. Restrictions**

(a) Each party shall treat as confidential the Contract and any and all information ("Confidential Information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then also only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the service Provider shall appoint any Sub-Contractor, the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub-Contractor giving the Company an undertaking in similar terms to the provisions of this clause.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give the Disclosing Party reasonable notice (to the extent reasonably possible) prior to such disclosure and shall comply with any applicable protective order or equivalent.

(c) Unless otherwise mentioned in this agreement, Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the Confidential Material of others in order to prevent mixing.

(d) Receiving Party may not reverse engineer, decompile or disassemble any information marked as confidential disclosed to Receiving Party.

### **3. Rights and Remedies**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party acknowledges that monetary damages may not be the only and/ or a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

### **4. Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

(b) Any document provided under this Agreement is provided with restricted rights.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term 'residuals' means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(e) This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver or any other provision(s) or of the same provision on another occasion.

(f) Subject to the limitations set forth in this Agreement, this Agreement will insure to the benefit of and be binding upon the parties, their successors and assigns.

(g) If any provision of this Agreement shall be held by a Court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(h) All obligations created by this agreement shall survive change or termination of the parties' business relationship.

## **5. Term**

This agreement shall be effective from the date mentioned hereafter and shall continue till expiry or termination of this agreement due to cessation of business relationship between the parties or three years from date of receipt of the relevant Confidential Information, whichever is later. Nothing contained in this clause shall be applicable to customer information shared amongst the parties, the duty of confidentiality of which shall be perpetual.

## **6. Return of information**

The parties agree that upon expiry or termination of this agreement or any time during its currency and at the request of the Disclosing Party, the Receiving Party shall promptly (and in any case within 14 days) deliver to the Disclosing Party all copies of Confidential Information in its possession or under its direct control and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its officers, employees, advisors, to the extent the same are based on Confidential Information.

## **7. Governing Law**

The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of India and the parties hereby agree to submit to the exclusive jurisdiction of the courts in Delhi

## **8. Suggestions and Feedback**

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any



confidentially obligation for the Receiving Party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party.

The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020 at \_\_\_\_\_.

For and on behalf of Air India :

Name		
Designation		
Place		
Signature		

For and on behalf of M/s.-----

Name		
Designation		
Place		
Signature		



**CHECKLIST**

Sr. No.	Envelope No.	Details	Yes/No
1	<b>1 Master Envelope (sealed)</b>	Duly signed authority letter (company/firm/LLP letterhead) authorizing the executants to sign the bid on behalf of the firm- Annexure - 13	
2		Authorisation Letter for attending Bid opening – Annexure - 5	
3		Signed Checklist – Annexure - 12	
<b>Technical Bid</b>			
5	<b>2 (Sealed)</b>	Earnest Money Deposit (DD) (in a separate cover, marked “EMD”)	
6		Covering Letter for Technical Offer – Annexure - 1	
7		Technical Bid -Annexure 2, Part A; Annexure 2, Part B	
8		Details of previous legal Due Diligence Assignments with respect to Merger Acquisition Transactions etc. - Annexure 3	
9		Copy of Certificate of incorporation / registration and Partnership deed / MoA / AoA.	
10		Copy of GST Registration, latest Income Tax Return / PAN Card	
11		Profile of Partners/Members/Directors – Annexure – 4	
12		Pre- Contract Integrity Pact – Annexure – 6 (stamped as per place of execution)	
13		Declaration cum Undertaking Letter – Confidentiality – Annexure - 9	
14		Undertaking /Declaration – Annexure - 10	
15		Stamped Non Disclosure Agreement – Annexure - 11	
<b>Commercial Bid</b>			
16	<b>3 (Sealed)</b>	Commercial Offer Covering Letter – Annexure – 7	
17		Commercial Bid – Annexure – 8	

**Please Note:**

The Bidder to check the contents of each of the Envelopes and submit the proposal in a **SINGLE MASTER COVER.**

Date: Signature with Seal

Name:

Designation:



Annexure: 13

**AUTHORIZATION LETTER – TO NEGOTIATE, MAKE COMMITMENTS AND SIGN AGREEMENT**

*(To be furnished on the company’s letter head)*

Place.....

Date.....

To  
GM (Legal)  
Corporate Affairs Department,  
Air India Limited,  
Airlines House,  
113, Gurudwara Rakabganj Road,  
New Delhi-110001.

Sir/Madam,

**Subject: Authorization Letter for negotiation/signing of agreement and making commitments on behalf of Law Firm**

This has reference to your RFP No. LEGAL/HQ/2020/493 Date 28.02.2020 for Selection of Law Firms to carry out Legal Due Diligence for the proposed sale of Air India Ltd., Air India Express Ltd. & AISATS Airport Services Pvt. Ltd. Mr/Miss/Mrs.....is hereby authorized to negotiate, make commitments and sign agreement on behalf of ..... (indicate name of law firm)

Dated.....on.....on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority  
Authority  
Name of Authorizing Authority

Signature of Attesting