

REQUEST FOR PROPOSAL (RFP)

CARGO GENERAL SALES & SERVICE AGENT
FOR

GREATER BAY AIRLINES

REGARDING

JAPAN

Date: 27th July, 2026

1. Introduction

Greater Bay Airlines Company Limited (“**GBA**”), a company incorporated under the laws of the Hong Kong Special Administrative Region (“**Hong Kong**”) with its principal place of business in Hong Kong, currently operates scheduled air services between Hong Kong and the following destinations in Japan: Osaka (Kansai International Airport – KIX), Tokyo (Narita International Airport – NRT), Sapporo (New Chitose Airport – CTS) and Fukuoka (Fukuoka Airport – FUK) (each a “**Route**” and collectively the “**Routes**”), and holds the requisite traffic rights in respect thereof. The core schedule and frequency plan for the Japan market is set out in **Annex 3** (the “**Schedule**”).

GBA hereby invites proposals (“**Proposals**”) from established general sales and service agents with a proven track record and demonstrable experience in airline representation and the air cargo trade for the provision of cargo general sales and service agency services (the “**Services**”) for GBA in the Japan market (the “**Territory**”). Each recipient of, or respondent to, this RFP is referred to as a “**Service Provider**”, and any Service Provider selected by GBA is referred to as the “**Selected Service Provider**”.

2. Definitions

In this RFP, unless the context otherwise requires:

“**GBA**” means Greater Bay Airlines Company Limited.

“**GSSA Agreement**” means the general sales and service agency agreement (in the form prescribed by GBA) to be entered into between GBA and the Selected Service Provider.

“**MGR**” means the minimum guaranteed revenue per flight (expressed in Japanese Yen) proposed by a Service Provider in respect of a Route.

“**Proposals**” means proposals submitted in response to this RFP.

“**Route**” means each of the scheduled air services operated (or to be operated) by GBA between Hong Kong and Osaka (Kansai International Airport – KIX), Tokyo (Narita International Airport – NRT), Sapporo (New Chitose Airport – CTS) and Fukuoka (Fukuoka Airport – FUK); and “**Routes**” means all of them.

“**Schedule**” means the core schedule and frequency plan for the Japan market set out in Annex 3.

“**Selected Service Provider**” means the Service Provider (if any) selected by GBA to provide the Services pursuant to this RFP.

“**Service Provider**” means any person that submits a Proposal in response to this RFP.

“**Services**” means the cargo general sales and service agency services described in Annex 1.

“**Territory**” means Japan.

About Greater Bay Airlines



GBA is a Hong Kong-based airline serving the Greater Bay Area and its population of more than 72 million. GBA positions itself as a value carrier between low-cost carriers and full-service carriers. GBA currently operates a fleet of eight (8) aircraft comprising Boeing 737-800 and Boeing 737 MAX 9 types, and has thirteen (13) Boeing 737 MAX 9 aircraft on order, with deliveries at a rate of approximately two (2) aircraft per year. GBA currently operates in Greater China, Southeast Asia and East Asia, with plans to expand its network into other Asian regions. The latest flight schedule is available upon written request to cargo@greaterbay-airlines.com. For the avoidance of doubt, all fleet, network and schedule information is indicative only and subject to change without notice, and shall not constitute any representation, warranty or commitment by GBA.

3. Objectives of this RFP

The purpose of this RFP is to identify and select one qualified Service Provider with a proven track record, relevant experience and demonstrated capability in airline representation and cargo operations to provide the Services in the Territory.

This RFP forms part of a competitive procurement process designed to enable GBA to select the most suitable Service Provider on both financial and qualitative grounds and to afford each Service Provider a fair and transparent opportunity for its Proposal to be considered. This RFP is an invitation to treat only. It is not an offer, and nothing in this RFP or in the conduct of this process shall oblige GBA to appoint any Service Provider or to enter into any agreement.

4. Scope of Services and Term

The scope of the Services required is set out in **Annex 1**.

GBA intends to enter into a general sales and service agency agreement (the “**GSSA Agreement**”) with the Selected Service Provider for an initial term of two (2) years, which may be renewed for such further term(s) as GBA may determine at its sole and absolute discretion, subject to the Selected Service Provider’s satisfactory performance and compliance with the GSSA Agreement.

Any appointment shall be subject to, and conditional upon, the execution of the GSSA Agreement in a form prescribed by GBA, which shall include, without limitation, provisions relating to performance standards and key performance indicators, minimum guaranteed revenue, security (including a bank guarantee), remittance and credit control, audit and inspection rights, compliance obligations, indemnities, insurance, termination (including termination for convenience by GBA on notice) and suspension. GBA reserves the right to negotiate, modify or decline to enter into any such agreement.

No exclusivity or commitment of any kind (including as to minimum volume, minimum revenue, number of flights or capacity on any Route) is given or implied by GBA to any Service Provider under this RFP or any resulting appointment. The MGR proposed by a Service Provider is a commitment by that Service Provider to GBA and shall only become binding if and to the extent expressly incorporated into the executed GSSA Agreement. Save as may be expressly set out in the executed GSSA Agreement, GBA makes no guarantee or commitment whatsoever as to cargo volumes, revenues, flight frequencies or exclusivity on the Routes.

5. Evaluation and Selection

GBA will evaluate Proposals and may, at its sole and absolute discretion, select one Service Provider on the basis of the following criteria (which are non-exhaustive and not listed in any order of priority, and in respect of which GBA is not obliged to disclose any weighting):

- (a) the financial proposal, including the agency fee/commission, remuneration structure and other service-related charges;
- (b) company profile, including the number of years of experience in the provision of airline GSSA services;
- (c) organisational structure, including the qualifications and experience of key personnel in the cargo trade, cargo sales, reservations and operations;
- (d) affiliations and memberships;
- (e) client portfolio, including details of existing airline representations in Japan;
- (f) demonstrated capability to coordinate and liaise with relevant authorities;
- (g) business plan and marketing, including: (i) an overview of current business and market analysis (including competition and challenges); (ii) market potential and opportunities for business growth for GBA; (iii) sales network management; (iv) proposed market analysis and market development strategy, including publicity and promotional activities; (v) the Minimum Guaranteed Revenue (“MGR”) proposal per Route (as detailed in the Commercial Information section); and (vi) strategies to further promote GBA’s products and services;
- (h) geographical coverage and facilities to be provided to GBA, including: (i) the network of offices in Japan; (ii) the proposed GBA office set-up (location, surface area, advertising



display facilities and otherwise); (iii) communication facilities; (iv) the number of dedicated staff to be assigned to GBA; and (v) any third-party representation, if applicable;

- (i) financial soundness;
- (j) proposed contractual terms and conditions, including in respect of any third-party representation, governing the business relationship with GBA;
- (k) actual or potential conflicts of interest, including any representation of carriers competing on the Routes, and the measures proposed to manage the same; and
- (l) any other references or factors relevant to the Service Provider's capacity and willingness to satisfy GBA's requirements.

Priority will be given to Proposals offering an MGR higher than the indicated minimum for the relevant Route. MGR may only be equalised within the same Route and not across different Routes (see the Commercial Information section).

GBA shall, at its sole discretion, conduct such negotiations as it deems appropriate and select the Service Provider which, in GBA's assessment, has submitted the most advantageous Proposal. GBA may award the contract to a single Service Provider, or decline to make any award. GBA is not obliged to accept the lowest-priced, highest-MGR or any Proposal. The decision of GBA shall be final and binding, and GBA shall be under no obligation to give reasons.

6. Commercial Information & Mandatory Proposal Content

Each Proposal must contain all information required by this RFP, including, without limitation:

- (a) a financial proposal clearly indicating the agency fee/commission, the remuneration structure and all other proposed charges, together with the proposed MGR per flight for each Route (Osaka, Tokyo Narita, Fukuoka and Sapporo);
- (b) a company profile detailing the number of years of experience in the provision of airline GSSA services;
- (c) the organisational structure, with details of the qualifications and experience of key personnel in the cargo trade, cargo sales, reservations and operations;
- (d) affiliations and memberships;
- (e) client portfolio, with details of existing airline representations in Japan and disclosure of any representation of carriers competing on the Routes;
- (f) evidence of capability to coordinate and liaise with relevant authorities;
- (g) a business plan and marketing proposal addressing each of the matters set out in Section 4.1(g);
- (h) geographical coverage and facilities to be provided to GBA, addressing each of the matters set out in Section 4.1(h);
- (i) the shareholding structure of the Service Provider;
- (j) audited accounts of the Service Provider for the last two (2) financial years (or, where audited accounts are not required by applicable law, equivalent statutory financial statements filed with the relevant companies registry or regulator);
- (k) the Document Checklist at **Annex 2**, duly completed, with all requested documents submitted; and
- (l) the Declaration at **Annex 4**, duly signed by an authorised representative.

Indicative minimum MGR per flight. The indicated minimum MGR per flight for each Route is: Osaka (KIX): JPY 37,500; Tokyo Narita (NRT): JPY 50,000; Fukuoka (FUK): JPY 24,000; Sapporo (CTS): JPY 24,000.

Equalisation. "Equalisation" means the offsetting of surpluses and shortfalls in achieved cargo revenue as against the MGR across flights operated on the same Route within a calendar **year**. Equalisation is permitted only within the same Route; no offsetting across different Routes will be accepted unless specifically agreed by both parties.

The MGR proposed by a Service Provider shall, if that Service Provider is selected, constitute a binding minimum commitment to be incorporated into the GSSA Agreement, subject to adjustment mechanisms (including for schedule changes and cancellations) to be set out in the GSSA Agreement.

All amounts shall be quoted in Japanese Yen (JPY) unless otherwise stated, exclusive of applicable taxes, which shall be identified separately.

7. Submission of Proposal

Proposals must be duly signed by an authorised representative of the Service Provider, submitted in the English language, and submitted exclusively in PDF format by email to **cargo@greaterbay-airlines.com**, quoting the reference "**GSSA CARGO – JAPAN**" in the subject line, so as to be received no later than **23:00 Hong Kong Time (HKT) on 24 August 2026** (equivalent to 00:00 Japan Standard Time on 25 August 2026) (the "**Deadline**"). The time of receipt recorded by GBA's mail server shall be conclusive.

The mailbox's maximum receiving capacity is 7 MB per email. Proposals exceeding this limit must be sent in sequentially numbered parts (e.g. "Part 1 of 3"). Each Service Provider bears sole responsibility for the complete and timely receipt of its Proposal.

Proposals received after the Deadline shall not be considered and will be deleted or returned unopened, without review and without liability on the part of GBA.

Each Proposal shall constitute an offer by the Service Provider which shall remain open, valid and irrevocable for one hundred and eighty (180) days from the Deadline (the "**Validity Period**"). GBA may accept any Proposal, in whole or in part, at any time within the Validity Period. No Service Provider may withdraw, vary or qualify its Proposal during the Validity Period without GBA's prior written consent.

Each Service Provider must include in its Proposal all requirements, its best terms and any conditions, and shall not assume that any opportunity will be available to add to, modify or supplement its Proposal after submission. GBA may, but is not obliged to, seek clarification of any Proposal; any clarification shall not constitute an opportunity to improve or amend the Proposal.

Failure to submit any required information or document shall entitle GBA to disqualify the Service Provider and eliminate it from the selection process.

Any deviation from the specifications, terms or conditions of this RFP, and any alternative proposal, must be clearly and distinctly identified in the Proposal. GBA may accept or reject

any deviation or alternative at its sole discretion, and any deviation not so identified shall be deemed not to have been made.

Clarifications and addenda. Requests for clarification of this RFP must be submitted in writing to cargo@greaterbay-airlines.com no later than 16th July 2026. GBA may, at its sole discretion, respond and may circulate its responses (without identifying the enquirer) to all Service Providers. GBA may amend this RFP at any time prior to the Deadline by written addendum, which shall form part of this RFP and be binding on all Service Providers. Each Service Provider is solely responsible for checking for, obtaining and reviewing any addenda or clarifications issued by GBA prior to the Deadline. Failure to do so shall not relieve the Service Provider of its obligations or give rise to any claim against GBA. No oral communication, representation or explanation by any person shall bind GBA or modify this RFP.

GBA reserves the right, at its sole and absolute discretion, to add such further rounds or stages to the selection process as it considers appropriate or necessary.

8. Process Schedule

Below is a brief plan for this tender process, specifying the important dates and milestones:

Event	Date
Issue of RFP	27 th July 2026
Deadline for requesting clarification	3 rd August 2026
Responses to clarification question (if any)	10 th August 2026
Deadline for Submission of Proposals	17 th August 2026
Letter of Offer (tentative)	24 th August 2026

All dates other than the Deadline are indicative only, and GBA may vary any of them (including the Deadline, by addendum) at its sole discretion without liability.

9. Rights of Greater Bay Airlines Company Limited

Without prejudice to any other rights of GBA under this RFP or at law, GBA reserves the right, at its sole and absolute discretion, without incurring any liability or obligation whatsoever to any party and without any obligation to give reasons, at any time to:

- accept, reject, negotiate, modify or decline any Proposal, in whole or in part; award to a single Service Provider (or, at GBA's sole discretion, none); or amend, suspend, terminate or cancel this RFP, any Proposal or the entire process;
- waive any irregularity or non-material non-compliance in any Proposal;
- request additional information, documents or presentations from any Service Provider; verify any information submitted (including by contacting referees, clients, banks and authorities); and conduct such due diligence, site visits and background checks as GBA considers appropriate, and each Service Provider consents to the same by submitting a Proposal;
- disqualify any Service Provider that submits information that is false, inaccurate, incomplete or misleading, or that engages in collusion, canvassing, lobbying or any attempt to exert undue influence;



- (e) not consider, or disqualify, any Proposal from any Service Provider with whom GBA or its affiliates have previously experienced poor service levels, contractual non-compliance or other issues affecting suitability;
- (f) assign or novate this RFP process or any resulting agreement, in whole or in part, to any of its affiliates or subsidiaries, without the consent of any Service Provider;
- (g) retain all Proposals and accompanying materials, which shall upon submission become the property of GBA (save that intellectual property rights therein remain with the Service Provider, and GBA may copy and use them for the purposes of evaluation and this process); and
- (h) notify unsuccessful Service Providers only after GBA has issued a letter of offer to the Selected Service Provider (if any) and such offer has been accepted, or after GBA has decided to reject all Proposals; and
- (i)
- (j) reject all Proposals at any time, for any reason or no reason, without incurring any liability or obligation whatsoever to any Service Provider or any other person.

Non-acceptance of any Proposal shall not imply any admission, liability or obligation on the part of GBA.

10. Conditions

By submitting a Proposal, each Service Provider irrevocably agrees to, and shall be bound by, the following conditions:

No liability; costs. GBA and its directors, officers, employees, agents, advisers and representatives shall not be liable for any costs, expenses, damages, losses or liabilities (including legal costs on a full indemnity basis) incurred or suffered by any Service Provider in connection with the preparation, submission, evaluation or consideration of any Proposal, or otherwise arising out of or in connection with this RFP or the process, whether in contract, tort (including negligence) or otherwise. Each Service Provider participates at its own cost and risk. This clause shall survive the conclusion or termination of the process.

Confidentiality; no publicity. This RFP, its contents and all information concerning GBA, its business, operations, schedules, commercial terms and any other information acquired in connection with this RFP (collectively, “**Confidential Information**”) shall be kept strictly confidential by each Service Provider and its employees, subcontractors, agents and representatives, shall be used solely for the purpose of preparing and submitting a Proposal, and shall not be disclosed to any third party without GBA’s prior written consent, except to professional advisers under equivalent confidentiality obligations or as required by law. Upon GBA’s request, each Service Provider shall promptly return or destroy all Confidential Information. No Service Provider shall make any announcement, press release or other publicity concerning this RFP, its participation, or any relationship with GBA without GBA’s prior written consent. These obligations shall survive the conclusion or termination of the process.

No reliance. All information in or provided in connection with this RFP (including the Schedule and any fleet or network information) is provided in good faith on an “as is” basis, for guidance only. GBA makes no representation or warranty, express or implied, as to its accuracy or completeness, and accepts no liability for any use of or reliance upon it. Nothing in this RFP constitutes a forecast, commitment or guarantee of any schedule, frequency, capacity,

volume or revenue. Each Service Provider must make its own independent assessment and enquiries.

No contract until execution. Save for these Conditions (which are binding upon submission of a Proposal), nothing in this RFP, and no evaluation, negotiation, notification of selection or letter of offer, shall create any binding legal relationship between GBA and any Service Provider. No appointment shall take effect, and no obligation shall arise on the part of GBA, unless and until a definitive written GSSA Agreement has been duly executed by the authorised representatives of both parties.

Service Provider warranties. Each Service Provider represents, warrants and undertakes that: (a) all information contained in its Proposal is true, accurate, complete and not misleading, and it shall promptly notify GBA in writing of any change; (b) it has full power and authority to submit the Proposal and to perform the Services; (c) it is not insolvent, in liquidation, receivership or any analogous situation; and (d) it and its personnel comply, and will comply, with all applicable laws and regulations in connection with this RFP and any resulting agreement.

Anti-collusion. Each Proposal must be prepared and submitted independently. No Service Provider shall communicate with, or disclose its Proposal or proposed terms to, any other actual or potential bidder, or enter into any agreement or arrangement with any other person regarding the terms or submission of Proposals. Any breach shall result in immediate disqualification, without prejudice to GBA's other rights and remedies.

Anti-bribery and corruption. Each Service Provider shall comply with all applicable anti-bribery and anti-corruption laws, including the Prevention of Bribery Ordinance (Cap. 201) of Hong Kong and applicable laws of Japan, and shall not, directly or indirectly, offer, give, solicit or accept any advantage, gift, commission or inducement to or from any director, officer, employee, agent or representative of GBA in connection with this RFP. Any breach shall result in immediate disqualification and may be reported to the relevant authorities, without prejudice to GBA's other rights and remedies.

Canvassing. Any canvassing, lobbying or attempt to exert undue influence on GBA or its representatives to obtain the contract or favourable treatment shall result in immediate disqualification, without prejudice to any other rights or remedies available to GBA.

Conflicts of interest. Each Service Provider shall disclose in its Proposal any actual or potential conflict of interest, including any existing or contemplated representation of any carrier competing on the Routes and any relationship with any director, officer or employee of GBA, together with the measures proposed to manage such conflict. GBA may disqualify any Service Provider whose conflicts it considers, at its sole discretion, incapable of satisfactory management.

Sanctions. Each Service Provider represents and warrants that neither it nor any of its directors, officers, or, to its knowledge, its shareholders or agents is subject to, or owned or controlled by any person subject to, any sanctions administered by the United Nations, the United States, the European Union, the United Kingdom, Hong Kong, Japan or any other applicable authority.



Personal data. Each Service Provider consents, and shall procure that its relevant personnel consent, to the collection, use, transfer and retention of personal data submitted in connection with this RFP by GBA and its affiliates and advisers for the purposes of this process, in accordance with the Personal Data (Privacy) Ordinance (Cap. 486) of Hong Kong.

Joint ventures. A Proposal submitted by a joint venture of two or more firms must be accompanied by the joint venture's formation documents, duly registered and authenticated by a notary public or other official authorised to witness sworn statements, precisely defining: the conditions under which the joint venture will function; its duration; the persons authorised to represent and bind it; its address for correspondence; the participation of each member; and all other information necessary for a full appraisal of its functioning, including an express provision that the members are jointly and severally liable to GBA. One member shall be nominated as lead partner, authorised to incur liabilities and receive instructions for and on behalf of all members, and the execution of the entire contract, including payment, shall be carried out exclusively through the lead partner.

Governing law and jurisdiction. This RFP, these Conditions and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of Hong Kong, and each Service Provider irrevocably submits to the exclusive jurisdiction of the courts of Hong Kong.

Severability. If any provision of this RFP is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Entire agreement and final reminder. This RFP (including these Conditions) is an invitation to treat only and does not constitute an offer or create any binding contract. Nothing in this RFP, the evaluation process, any correspondence, negotiation or letter of offer shall give rise to any legally binding obligation on the part of GBA. The only document that will create binding obligations on GBA is a definitive GSSA Agreement duly executed by authorised representatives of both parties. All prior discussions, negotiations, representations, warranties (whether express or implied) and any other communications (whether written or oral) are superseded by the executed GSSA Agreement and shall have no contractual effect. Service Providers are reminded that GBA intends to appoint only one Service Provider for the Territory and gives no commitment as to volume, revenue, exclusivity or any other matter save as expressly set out in the executed GSSA Agreement.

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ANNEX 1 – SCOPE OF THE REQUIRED SERVICES (CARGO GSSA)

The Selected Service Provider, acting as cargo GSSA for GBA in the Territory, shall, at its own cost unless otherwise agreed in writing:

A. Launch, regulatory and administrative support

1. Provide a launch plan and subsequent schedule operation plan in respect of any new Route, frequency or product, and provide dedicated, qualified staff to: (a) secure essential permits, approvals and registrations (where required); and (b) liaise with CTOs, GHAs and relevant authorities (where required).
2. Coordinate and liaise with airport, customs, security and other relevant authorities in the Territory on GBA's behalf as reasonably required.

B. Sales and marketing

3. Act as GBA's cargo general sales and service agent in the Territory and be authorised, subject to and within the limits of the written authority granted by GBA, to sell the cargo services of GBA and of any other carrier with whom GBA has interline traffic agreements, on the Routes and as per the Schedule.
4. Solicit, promote and sell airfreight on GBA's services, use best efforts to develop and increase cargo traffic on GBA's services, and assist in all operations likely to encourage traffic on GBA's services.
5. Make regular and frequent sales solicitations and calls throughout the Territory on all agents (both IATA- and non-IATA-approved) and on air carriers having interline agreements with GBA.
6. Distribute GBA timetables, tariffs and promotional materials to sub-agents and the public, and display GBA publicity material prominently and in good condition.
7. Advise customers on export/import consolidation, ground services, container haulage, charter services, customs clearance and cold chain logistics, and sell such services for GBA as and to the extent authorised by GBA in writing.

C. Facilities and personnel

8. Provide and maintain, to the highest professional standards, suitable office space, facilities and communication systems for GBA's activities in the Territory, including a prominent, high-standard business area for the transaction of GBA business and the provision of reservation and air waybill facilities to sub-agents and the public.
9. Employ dedicated, qualified staff to perform sales and marketing, customer service, reservations and air waybill functions, including staff holding current dangerous goods certification in accordance with the applicable IATA Dangerous Goods Regulations, and maintain adequate staffing levels at all times.
10. Service and supervise sub-agents in the Territory, ensure that any special instructions from GBA are promptly brought to their attention, and remain fully responsible and liable to GBA for the acts and omissions of its sub-agents, employees and subcontractors. The Selected Service Provider shall not appoint any sub-GSSA or subcontract any material part of the Services without GBA's prior written consent.

D. Documents, monies and security

11. Be fully responsible for the custody, care, security and proper use of all GBA transportation documents and air waybill stock (in physical or electronic form), account for the same on demand, and indemnify GBA against any loss, damage, cost or liability arising from any loss, misuse, breach or negligence in this regard.
12. Honour cargo orders and other documents issued by GBA or by airlines with whom GBA has interline agreements, in accordance with GBA's instructions.
13. Collect all monies payable in respect of GBA cargo sales, hold the same on trust for GBA in a segregated manner, and remit them to GBA in full in accordance with the remittance cycle and procedures prescribed by GBA, including participation in IATA CASS-Japan where required by GBA. The Selected Service Provider shall apply GBA's tariffs, rates and credit policy and shall bear the credit risk of sub-agents and customers to whom it extends credit.
14. Provide and maintain, prior to commencement of the Services and throughout the term, a bank guarantee in a form, amount (not less than three (3) months' aggregate MGR across all Routes) and from a bank acceptable to GBA to secure the performance of its obligations.
15. Maintain in force adequate insurance appropriate to the Services with reputable insurers, and provide evidence thereof upon request.

E. Reporting, compliance and audit

16. Provide GBA with regular reports as prescribed by GBA, including monthly sales and revenue reports, booking and flown-cargo data, market intelligence and competitor activity, and performance against key performance indicators to be set out in the GSSA Agreement.
17. Comply with all applicable laws and regulations (including customs, aviation security, dangerous goods, sanctions and data protection laws) and with GBA's tariffs, rules, policies, embargoes and instructions as notified from time to time.
18. Maintain complete and accurate books and records relating to GBA business for a period of not less than seven (7) years, and permit GBA and its auditors, on reasonable notice, to inspect and audit such books, records, documents and facilities.
19. Not make any representation, commitment or contract on behalf of GBA, nor vary any tariff, rate or condition of carriage, except as expressly authorised by GBA in writing, and promptly report to GBA any claims, irregularities, or incidents and provide reasonable assistance in their handling.

ANNEX 2 – DOCUMENT CHECKLIST

The following documents are to be submitted with the Proposal:

S/N	Documents to be submitted	Tick if submitted
1	Financial proposal clearly indicating the remuneration fee and structure, and the proposed MGR per flight for each Route (Osaka, Tokyo Narita, Fukuoka, Sapporo)	
2	Company profile detailing the number of years of experience in the provision of airline GSSA services	
3	Organisational structure with details of qualifications/experience of key personnel in the cargo trade, cargo sales, reservations and operations	
4	Affiliations/memberships	
5	Client portfolio: details of existing airline representations in Japan, including disclosure of any representation of carriers competing on the Routes	
6	Business plan/marketing (all items listed under business plan and marketing in the Evaluation criteria, including the MGR proposal per Route)	
7	Geographical coverage and facilities to be provided to GBA (all items listed under geographical coverage in the Evaluation criteria, including any third-party representation)	
8	Shareholding structure of the company	
9	Audited accounts for the last two financial years (or equivalent statutory financial statements)	
10	Certificate of incorporation and current business registration (or equivalent)	
11	Joint venture formation documents (if applicable, per Condition 9)	
12	Declaration at Annex 4, duly signed	
13	All annexes duly completed and signed (wherever applicable)	

Failure to submit the required information or documents shall entitle GBA to disqualify the Service Provider from the selection process. GBA reserves the right to request additional information at any stage.

ANNEX 3 – CORE SCHEDULE AND FREQUENCY PLAN

The core schedule and frequency plan for GBA's services on the Routes is attached hereto as Annex 3. The Schedule is indicative only and subject to change without notice. GBA reserves the right to adjust frequencies, aircraft types or routes at its sole discretion.

ANNEX 4 – FORM OF DECLARATION

To: Greater Bay Airlines Company Limited

RE: RFP Reference: GSSA CARGO – JAPAN

We, the undersigned, being duly authorised to sign on behalf of the Service Provider named below, hereby confirm and declare that:

1. We have read, understood and unconditionally accept the terms and conditions of the RFP, including the Conditions, which we acknowledge are binding upon us upon submission of our Proposal.
2. Our Proposal constitutes an offer which shall remain open, valid and irrevocable for one hundred and eighty (180) days from the Deadline.
3. All information contained in our Proposal is true, accurate, complete and not misleading, and we undertake to notify GBA promptly in writing of any change.
4. Our Proposal has been prepared and submitted independently, without collusion, communication or arrangement with any other actual or potential bidder.
5. We have not offered or given, and will not offer or give, any advantage, gift, commission or inducement to any director, officer, employee, agent or representative of GBA in connection with this RFP.
6. Except as disclosed in our Proposal, we have no actual or potential conflict of interest in connection with this RFP.
7. We are not subject to any applicable sanctions, nor owned or controlled by any person subject to such sanctions.

Name of Service Provider: _____

Name and title of authorised signatory: _____

Signature and company chop: _____

Date: _____