

**Leasing of Land for Establishing Maintenance, Repair & Overhaul (MRO) Facility
on
Design, Build, Operate, Maintain and Transfer (DBOMT) basis
at
Site-2 of Kolkata Airport.**

REQUEST FOR PROPOSAL
TENDER DOCUMENT Part-I (RFP)
April 2022



**Land Management &
Business Development Unit
Airports Authority of India
Safdarjung Airport
New Delhi-110 003.
edlm@aai.aero**

It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document for the sole purpose of participating in the selection process for the “Leasing of Land for Establishing Maintenance, Repair & Overhaul (MRO) Facility on Design, Build, Operate, Maintain and Transfer (DBOMT) basis at Site-2 of Kolkata Airport” and this document must not be used for any other purpose. This document must not be passed on to a third party, except professional advisers assisting with submission of this Bid. This document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral or electronic or any other form without written permission from the issuing authority.

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Disclaimer

The information contained in this Request for Proposals document (**the “RFP”**) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided on the terms and conditions set out in this RFP and such other terms and conditions subject to which the information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to establishing of MRO. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations & analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the properties of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. This provision shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid document or any information provided along therewith.

The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to the Authority or any of its respective officers, employees, advisors or agents.

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

Glossary

Additional Fee	As defined in Clause 4.20.4
Authority	As defined in Clause 1.1.1
Bid(s)	As defined in Clause 1.1.7.4
Bid Due Date	As defined in Clause 3.1.1
Bid Security	As defined in Clause 1.1.7.7
Bidder(s)	As defined in Clause 1.1.7.4
Bidding Documents	As defined in Clause 1.1.7.6
Bidding Process	As defined in Clause 1.1.7.2
Certified Selected Bidder	As defined in Clause 4.20.4
Conflict of Interest	As defined in Clause 4.2.2
Damages	As defined in Clause 4.2.2
Financial Capacity	As defined in Clause 4.2.5
Lease Fee	As defined in Clause 1.1.7.8
Government	Government of India
Highest Bidder	As defined in Clause 1.1.7.9
Net Worth	As defined in Clause 4.2.8
Lease Agreement	As defined in Clause 1.1.5
Lessee	As defined in Clause 1.1.5
LOA	As defined in Clause 4.20.4
Performance Security	As defined in Clause 1.1.6.2
Project	As defined in Clause 1.1.3
Re. or Rs. or INR	Indian Rupee
RFP	As defined in the Disclaimer
Selected Bidder	As defined in Clause 4.20.1
Site	As defined in Clause 1.1.6.1
Technical Capacity	As defined in Clause 4.2.4
Tie Bidders	As defined in Clause 4.20.1
Uncertified Selected Bidder	As defined in Clause 4.20.4

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove.

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal in the prescribed formats, using valid Digital Signature Certificates.

More information useful for submitting online bids on the CPP Portal may be obtained at:
www.etenders.gov.in

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

1. INTRODUCTION

1.1 Background

- 1.1.1 The Airports Authority of India (“AAI” or the “Authority”), a Mini Ratna Category-1 Public Sector Enterprise, was constituted by an Act of Parliament and came into being on 1st April 1995, merging erstwhile National Airports Authority and International Airports Authority of India.
- 1.1.2 Towards advancing the vision of India becoming a global hub for MRO spelt out in the May 2020 Economic Packages under ‘आत्मनिर्भर भारत’ - Aatmanirbhar Bharat which can cater to the needs of Indian scheduled and non-scheduled airline operators, besides attracting business from foreign airline operators, an ecosystem for convergence of Defence MRO and Civil MRO is also being promoted to garner economies of scale and bring down maintenance costs for airline operators.
- 1.1.3 In order to promote Indian Civil Aviation sector, Ministry of Civil Aviation has formulated guidelines/ policy for ease of doing business and to provide further incentive to this sector. Airports Authority of India (AAI) has rationalised the airport levies on MRO services providers, including concession fee and additional charges leviable at its airports across the country so as to encourage establishment of Maintenance, Repair & Overhaul (MRO) Facility for aircraft/ helicopters/ drones, their engines and other parts (“**Project**”).
- 1.1.4 As a part of this endeavour, the Authority has decided to undertake establishment of Maintenance, Repair & Overhaul (MRO) Facility, the details of which are set out in Schedule A of Draft Lease Agreement on Design, Build, Operate, Maintain and Transfer (the “**DBOMT**”) basis, and has, therefore, decided to carry out the bidding process for selection of entity(ies) as the Lessee for the establishment of MROs.
- 1.1.5 The Selected Bidder (the “**Lessee**”), shall be responsible for planning, designing, development, building, financing, operation, maintenance and management of MRO and Infrastructure of MRO (“**IOM**”) for a period of 30 (thirty) years in

Fee] as per Schedule I of Tender Document Part-II. Until such time, the Performance Security is provided by the Lessee and the same comes into effect, the Bid Security shall remain in force and effect. The Performance Security shall remain in force and shall be kept in effect by the Lessee, during the subsistence of the Lease Agreement and 6 (six) months thereafter;

- 1.1.6.3 In consideration of the Lease rights granted by the Authority to the Lessee, the Lessee shall be obligated to pay the Lease Fee from the date of handing over of site or Effective Date whichever is earlier. The Lease Fee payable by the Lessee to the Authority in terms of Clause 17 of the Agreement, shall stand escalated at the rate of 15.0% after the end of every third year. It is clarified that each such escalation on the Lease Fee shall be computed on the Lease Fee payable during the immediately preceding Accounting Year in terms of the Lease Agreement.
- 1.1.6.4 Notwithstanding anything herein contained that may be or appear to be, to the contrary, it is expressly understood and agreed that the Authority herein reserves the right to grant lease of similar sites to other agencies also on other parts of the Airport/land parcels.
- 1.1.6.5 After completion /termination of this Lease Agreement, the Lessee shall handover and transfer the Site along with the IOM free from any defect or encumbrances in terms of Clause 32 of the Lease Agreement, to the Authority at zero cost. The Lessee shall not have the right to seek a renewal/ Extension of the Lease Agreement beyond the term of this Lease Agreement. Notwithstanding the foregoing, in case the existing Lessee wishes to continue using the site, he shall be required to participate in successive/ fresh bidding process initiated by Authority for that Site wherein Right of First Refusal (ROFR) shall be given to the Lessee to match the first rank bid in terms of the selection criteria provided its bid is within 15% of the most competitive bid received and subject to the condition that no Lessee's Event of Default has occurred during the preceding 5 (Five) years.
- 1.1.7 **Brief description of Bidding Process**
- 1.1.7.1 Blank.
- 1.1.7.2 The Authority has adopted a single-stage, 2-envelope bidding process (the "**Bidding Process**").
- 1.1.7.3 The tendering process is online at e-portal <https://etenders.gov.in/eprocure/app>. Aspiring bidders may go through

Bidder whose Bid Security shall be retained until such Selected Bidder has furnished the Performance Security as per Clause 8 of Lease Agreement. The Bidder shall furnish the Bid Security online through payment gateway on CPP Portal. Refund of Bid Security as per terms and conditions of the RFP shall be sent to the respective source account from where Bid Security was received. The proof of Bid Security paid via online mode with transaction details shall be submitted under Appendix-5.

- 1.1.7.8 During the Bid Stage, Bidders are invited to examine the Site in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the land lease.

Bids will be evaluated on the basis of the highest lease rental for the Site ("**Lease Fee**") quoted by the Bidders in terms of **INR per square meter per year**.

- 1.1.7.9 The bidder who has quoted highest Lease Fee, shall be the **Highest Bidder ("Highest Bidder")**. Taxes as applicable shall be payable by the Bidder in addition to the amount of Lease Fee payable by the Bidder in terms of the Lease Agreement.

2. PRE-BID MEETING

2.1 Pre-Bid Meeting

- 2.1.1 Pre-bid meeting shall be held offline, at the venue as mentioned in Clause 3.1.1, as well as online through Video Conference on WebEx or similar virtual meet platform as communicated by the Authority, to clarify issues and to answer questions on any matter that may be raised at that stage. The date and time of the Pre-bid meeting shall be as mentioned in Clause 3.1.1 of this RFP. All the Bidders shall be required to furnish the details of their respective representatives who will be participating in the conference like (i) Name and Designation, (ii) Name of the Company, (iii) Email ID, (iv) Mobile Number, (v) Authorization from the bidder to attend the pre-bid etc. by email to siddharthk@a

3. Schedule of Bidding Process

3.1.1 The Authority shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date
1.	Publication of Tender Documents at CPP Portal	07.04.2022
2.	Bid Document Download / Sale start date	07.04.2022
3.	Clarification start date	07.04.2022
4.	Site visit by the Bidders	On request through email during Tender Sale period
5.	Pre-bid meeting date	19.04.2022 at 1100 hrs. through Video Conferencing and at C Block, Rajiv Gandhi Bhawan, New Delhi
6.	Clarification end date	21.04.2022 upto 1800 hrs.
7.	Last date of Authority response to pre-bid clarifications	25.04.2022
8.	Bid Document Download / Sale end date	05.05.2022 upto 1800 hrs.
9.	Bid submission end date (Bid Due Date)	05.05.2022 upto 1800 hrs.
10.	Opening date and time of Technical Bid	09.05.2022 at 1500 hrs.
11.	Opening date and time of Financial Bid	17.05.2022 at 1500 hrs.

4. INSTRUCTIONS TO BIDDERS**A. GENERAL****4.1 Scope of the Bid**

- 4.1.1 The Authority wishes to receive Bids in order to select experienced and capable Bidder(s) for the Project. The price bids of the Bidders fulfilling the eligibility criteria shall be subsequently evaluated.

4.2 Eligibility, Bid Parameter and qualification requirement of Bidders

- 4.2.1 This tender document (RFP & Lease Agreement) is not transferable.

- 4.2.2 The Bidder shall not have any conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to debar the bidder from participation in any tender for 3 years and/ or forfeit and appropriate the Bid/ Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Lease Agreement or otherwise. Bidders to submit a self-declaration that they do not have any Conflict of Interest, refer para 5 (b) of **Appendix-1**. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a) A constituent/ subsidiary/ any group company of such Bidder is constituent of another Bidder; or

- 4.2.5 **Financial Capacity:** The Applicant shall have a **positive Net Worth** during the financial year 2020-21. Format for calculation of Net worth is given in **Appendix-8**.
- 4.2.6 **Bid Parameter:** The Lease Fee, payable to the Authority in terms of the Lease Agreement, to be quoted by the Bidders shall be the Bid Parameter for the selection of the Highest Bidder. Taxes as applicable shall be payable by the Bidder in addition to the amount of Lease Fee payable by the Bidder in terms of the Lease Agreement. However, the Authority reserves the right not to accept Bid, if it is found to be below the reserve price worked out by the Authority.
- 4.2.7 The following persons or entities falling under (a), (b), (c), (d) & (e) below, shall be ineligible for submission of a bid in terms of this RFP and should not participate in the bidding process. If such entities participate in the bidding process and if same found by the Authority during or after the bidding process, then the bid submitted by such bidder shall be deemed to be a non-responsive bid and their bids shall be summarily rejected/ cancelled:
- (a) Persons or entities debarred/ black listed by CBI or the Authority or Government undertakings or any entity controlled by the Government such as railways, defence, or any other department of Government and such bar subsists as on the date of this RFP;
 - (b) Parties facing action under Public Premises (Eviction of unauthorised Occupants) Act, 1971 or the Airports Authority of India Act, 1994 and has not submitted an Undertaking in the form given in **Appendix-4**;
 - (c) A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect

Advisory Committee (SAC) constituted by the Authority as on the date of submission of this tender shall not be treated as defaulters for this tender purpose. However, Parties having disputed dues with the Authority but is pending before any Court/ Tribunal, and such dues has not yet been stayed by Court/ Tribunal are to be duly paid and cleared by the Parties, to participate in this tender. A Declaration to the effect that the Bidder does not fall under the above categories has to be submitted in the Technical Bid along-with details of previous contracts with AAI to be submitted by the Bidders as per **Appendix-4**.

For the purpose of this clause the Outstanding dues shall be reckoned as per the Authority's books (SAP entries) as on Dec 31, 2021 and same shall be communicated to the agency upon opening of the Technical Bid. The Bidder shall clear all such outstanding dues for getting qualified in technical bid.

4.2.8 The Bidder shall enclose with its Bid, to be submitted in the form acceptable to the Authority:

- (a) A certificate(s) from statutory auditors of the Bidder specifying the Net Worth of the Bidder, at the end of the financial year 2021, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause. For the purposes of this RFP, Net Worth (the "**Net Worth**", to be calculated as per format given in **Appendix-8**) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders; and
- (b) A declaration to the effect that it is not disqualified from submitting a bid in terms of Clause 4.2.7; and
- (c) The Bidder as individual or as associate firm/ vendor had any financial dealings with the Authority should clear all undisputed dues (including those disputes which are not been stayed by the judicial orders or referred to SAC constituted by the Authority), as on Dec 31, 2021. An undertaking to this effect is to be submitted by the bidder as per **Appendix-4**.

4.2.11 The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

4.2.12 The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

4.3 A bidder need to furnish the particulars of the bidder as required as per Appendix-6.

4.4 Implementation of Integrity Pact

Signing of Integrity pact (as per **Appendix-9**) is mandatory for every bidder. The consequences of Integrity Pact may be perused on the website <http://www.aai.aero/>

The External Independent Monitor (EIM) for this work will be:

Mr. J. K. Khanna

Mr. R. Ramanujam

Retd. IPS Officer

IAS (Retd.)

- d) satisfied itself about all matters, things and information including matters referred to in Clause 4.6 hereinabove necessary and required for submitting an informed Bid in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 4.6 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Lease Agreement by the Lessee;
 - f) acknowledged that it does not have any Conflict of Interest; and
 - g) acknowledged that it is not disqualified or ineligible in terms of this RFP;
 - h) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 4.7.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority or matters incidental or ancillary thereto.
- 4.8 **Verification and disqualification**
- 4.8.1 The Authority reserves the right to accept or reject any Bid and to annul or modify the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, at its sole discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 4.8.2 **Right to accept or reject any or all Bids**
- The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 4.8.3 The Authority reserves the right to reject any Bid and debar the bidder, if
- a) at any time, a material misrepresentation is made or uncovered, or
 - b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought

4.8.5 In case it is found during the evaluation or at any time before signing of the Lease Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Lessee either by issue of the LOI/ LOA or entering into of the Lease Agreement, and if the Selected Bidder has already been issued the LOI/ LOA or has entered into the Lease Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Lessee, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Lessee. In such an event, the Authority shall be entitled to forfeit and debar the Bidder, and appropriate the Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Lease Agreement, or otherwise.

4.9 **Amendment of Bidding Documents**

- 4.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bidding Documents by issuance of addenda(s)/corrigendum(s).
- 4.9.2 Any addendum/corrigendum(s) issued shall be part of the Bidding Document and shall be available on the Authority website/CPP portal or sent to the Bidders.
- 4.9.3 In order to afford the Bidders a reasonable time for taking an addendum/corrigendum(s) into account for preparing their bids, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

B. PREPARATION AND SUBMISSION OF BIDS**4.10 Language**

The Bid and all related correspondence and supported documents in relation to the Bidding Process shall be in English language.

4.11 Documents requiring submission in original:

Notwithstanding the provisions of online Bid submission as per clause 4.12, the original hard copies of the following documents must be submitted by the Successful Bidder to Authority before issue of LOA:

- a) Letter comprising the Bid as per Appendix-1.
- b) Power of Attorney for signing the Bid as per Appendix-2.
- c) Declaration as per Appendix-4
- d) Technical Capacity as per Appendix-7
- e) Financial Capacity as per Appendix-8
- f) Duly signed Integrity Pact as per Appendix-9.

4.12 Instructions for submission of Bid

4.12.1 Technical Bid: The scanned copy of following documents shall constitute the Technical Bid and to be submitted as **Envelope-I**:

FORMAT FOR SUBMISSION OF BID		
1.	Appendix-1	Letter comprising the Bid
2.	Appendix-2	Power of Attorney for signing the Bid
3.	Appendix-3	Statement of Legal Capacity
4.		

- a. Download BOQ of Financial Bid in XLS/ XLSX format.
- b. The same XLS / XLSX file is a password protected file. Don't unprotect the file.
- c. Fill 'Bidder's Name' & 'financial quote' in colored unprotected cells only in the downloaded BOQ.
- d. Bidder need to fill the rates only against the Site for which they want to quote their rates. Rate column for the Site should be left blank for which bidder is not interested to quote their rates.
- e. Validate the above sheet and save the same file in your computer and upload this duly filled file.

Please note that the format of Financial Bid as provided in Appendix-10 is only for the purpose of reference/acclimatization, the Bidder needs to submit the Financial Bid online as per the procedure mentioned above.

4.14 **Late Bids**

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

4.15 **Modifications/Substitution/Withdrawal of Bids**

The Bidder may modify, substitute or withdraw its Bid on the e-tender portal prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

4.16 **Validity of bids**

The bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

- 4.18.2 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the lease is subsequently awarded to it on the basis of such information.
- 4.18.3 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 4.18.4 To facilitate evaluation of Bidders, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose.
- 4.18.5 If a Bidder does not provide clarifications sought under Clause 4.18.4 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

4.19 **Test of responsiveness**

- 4.19.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- a) it is received as per formats prescribed in Appendices;
 - b) it is received by the Bid Due Date including any extension;
 - c) it paid the Bid Processing Fee and Bid Security online;
 - d) it is submitted by the eligible bidders as per eligibility criteria;
 - e) it is accompanied by the Power(s) of Attorney;
 - f) it contains all the information and documents (complete in all respects) as requested in this RFP;
 - g) it contains information in formats same as those specified in this RFP/Bidding documents;
 - h) it contains certificates from statutory auditors/ chartered accountants;
 - i) it does not contain any condition or qualification; and
 - j) it is not non-responsive in violation of terms hereof.
- 4.19.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do

- c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d) the Selected Bidder fails within the specified time limit –
 - i. to sign and return the duplicate copy of LOI & LOA; or
 - ii. to sign the Lease Agreement; or
 - iii. to furnish the Performance Security within the period prescribed thereof in the Lease Agreement.
- e) the Selected Bidder, having signed the Lease Agreement, commits any breach thereof prior to furnishing the Performance Security.

4.20 Selection of Bidder

- 4.20.1 Subject to provision of the Clause 4.2.6 & 4.15, the bidder whose bid is adjudged as responsive in terms of Clause 4.19.1 and who has quoted the highest Lease Fee shall be declared as the Selected Bidder (the “**Selected Bidder**”).

In the event that two or more Bidders quote the same amount of Lease Fee in the Financial Bid (**‘Tie Bidders’**), the Authority may ask the Tie Bidders to submit their revised financial bid, in physical form in a sealed envelope, to be submitted to the O/o ED (LM&BD), C-Block, RGB, Safdarjung Airport, New Delhi-03, by the due date and time. Such sealed envelopes of Tie-bidders shall be opened at the same day in the presence of the Tie-bidders available, if any, to witness the same. The due date, time and the format for submission of revised financial bid in sealed envelope will be intimated by Authority in writing after schedule opening of Financial Bid at CPPP. The Tie-Bidder who quotes the highest amount (above their original quote) in this financial bid in sealed envelope will be declared as the Selected Bidder.

- 4.20.2 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “first round of

issuance of LOI, submit the documentary proof of such certification to the Authority. Within 15 days of receiving such communication, the Authority shall issue a Letter of Award (the “LOA”) to such Certified Selected Bidder.

- b) Selected Bidder, not certified by DGCA (under CAR-145) as MRO/ AMO agency (the “**Uncertified Selected Bidder**”), shall within a period of 1 (one) year from the date of issuance of LOI, seek DGCA certification under C.A.R.-145 and other requisite clearance to be a registered/ licensed MRO as per DGCA C.A.R.-145 and inform to the Authority in writing with documentary proof of the same. Within 15 days of receiving such communication, the Authority shall issue a Letter of Award (the “LOA”) to such Uncertified Selected Bidder. In case of failure to obtain the aforesaid clearance within the period of one year, such Uncertified Selected Bidder may submit a request to the Authority for extension of time to seek approval along with the payment of amount equivalent to accepted annual Lease Fee (the “**Additional Fee**”). However, in case of failure to obtain aforesaid clearances even in the extended period of 12 months, the Authority shall cancel the LOI and forfeit the Bid Security along with Additional Fee.

After handing over of Site to Lessee, the Lessee shall be responsible for creation of all necessary infrastructure for successful commissioning and commencement of MRO facility from that Site with all necessary approvals and clearances from DGCA, BCAS & other concerned Authorities. The permissible height of infrastructure on MRO Site as per AAI height NOC is mentioned at Appendix-II of Schedule-A of Tender Document Part-II (NOC already issued by AAI).

- 4.20.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Lessee to execute the Lease Agreement within the period prescribed in LOA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Lease Agreement.

5. FRAUD AND CORRUPT PRACT

6. MISCELLANEOUS

- 6.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- 6.1.2.1 suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- 6.1.2.2 consult with any Bidder in order to receive clarification or further information;
- 6.1.2.3 retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- 6.1.2.4 independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

7. APPENDICES**APPENDIX – 1**
Letter comprising the Bid
(Refer Clause 4.12.1)

To,

The Chairman,
Airports Authority of India,
Rajiv Gandhi Bhawan,
Safdarjung Airport,
New Delhi -110 003.

Sub: Leasing of Land for Establishing Maintenance, Repair & Overhaul (MRO) Facility on Design, Build, Operate, Maintain and Transfer (DBOMT) basis at site-2 of Kolkata Airport.

Dear Sir,

1. With reference to your tender documents dated [●], we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Lessee for subject work and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. We shall make available to the Authority; any additional information it may find necessary or require to supplement or authenticate the Bid.
4. We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. We declare that:
 - a. We have examined and have no reservations to the Bidding Documents, including any addendum issued by the Authority;
 - b. We do not have any conflict of interest in accordance with Clause 4.2.2 of the RFP document;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable

9. We further certify that any of our Directors/ Partners/ Proprietor are not barred by the Central Government/State Government or any entity controlled by it, from participation in any project, and no bar subsists as on date of Bid.
10. We understand that the Selected Bidder shall be an incorporated entity.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself and the terms and implementation thereof.
12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the transaction contemplated in the Bidding Documents and the terms and implementation thereof.
13. We have studied all the Bidding Documents carefully and also surveyed the Site. We understand that except to the extent as expressly set forth in the Lease Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of concession.
14. We have deposited the Bid Security to the Authority in accordance with the RFP Document.
15. The proof of payment of Bid Security is attached.
16. The documents accompanying the Bid, as specified in Clause 4.12 & 4.13 of the RFP, have been submitted through E- Portal as "Technical Bid" and "Financial Bid".
17. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the concession is not awarded to us or our Bid is not opened or rejected.
18. The Concession Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Lease Agreement, our own estimates of costs and revenues and after a careful assessment of the Site and all the conditions that may affect the costs involved and implementation of the transaction contemplated by the Bidding Documents.
19. We certify that in terms of the RFP, our Net Worth is INR [●] (Indian Rupees [●] only).
20. We agree and undertake to abide by all the terms and conditions of the RFP document.
21. We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
22. In witness thereof, we submit this Bid under and

APPENDIX – 2**Power of Attorney for signing of Bid***(Refer Clause 4.2.9)*

Know all men by these presents, I/We [●] (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), [●] son/daughter/wife of [●] and presently residing at [●], who is presently employed with us/ the Lead Member of our Consortium and holding the position of [●], as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for selection and submission of our bid, for the construction, operation and maintenance of the Hangar and the Apron, including but not limited to signing and submission of all bids and other documents and writings, participate in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Lease Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid and/ or upon award thereof to us and/or till the entering into of the Lease Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [●], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [●

APPENDIX – 3**Statement of Legal Capacity***(Refer Clause 4.12.1)**(To be forwarded on the letterhead of the Bidder)*

Ref.

Date:

To,

The Chairman,
Airports Authority of India,
Rajiv Gandhi Bhawan,
Safdarjung Airport,
New Delhi -110 003.

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that [●] (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of [●]

(Signature)

(Name and designation)

APPENDIX – 4*(Refer Clause 4.2.7; Duly notarized)***DECLARATION**

I, _____ <Name, Designation & Company Name with Address>, do hereby solemnly affirm and state as follows:

1. I/We are having/had the following contracts at Airports/Offices controlled by Airports Authority of India:

Sr. No.	Airport Name	Facility/ Contract	Contract Period		Details of Bid Security	Dues (disputed and undisputed)
			From	To		
1.						
2.						

(In case of no contracts in AAI controlled Airports, indicate NIL)

2. I/We are not debarred / blacklisted by CBI or AAI or undertakings/ Departments like Railways, Defense or any other department of Government of India or State Government (In case if you have been debarred / blacklisted, submit all the details).
3. I/We have not faced

APPENDIX – 5

Transaction details of online payment made towards Tender Fee and Bid Security
(Refer Clause 1.1.7.5 & 1.1.7.7)

APPENDIX – 6**Particulars of the Bidder****(Details like PAN, GST, Incorporation certificate etc. also to be attached)***(Refer Clause 4.12.1)*

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the company including its business and proposed role and responsibilities:
3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Address :
 - (d) Phone number :
5. The following information shall also be provided for the Bidder:

No.	Criteria	Yes	No
1.	Has the Bidder been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder paid liquidated damages of more than 5% of the contract value		

APPENDIX – 7**Details of Technical Capacity of the Bidder***(Refer to Clauses 4.2.4 of the RFP)*

Category of Lessee [#]	Registered with Directorate General of Civil Aviation (DGCA) [#]	
	Yes	No
(1)		
Proprietary/ Partnership Firm		
Scheduled operator (SOP)		
Non-scheduled operator (NSOP)		
Maintenance, Repair & Overhaul (MRO)		
Private companies registered under the Companies Act 1956/ 2013, including joint ventures		
Original Equipment Manufacturer (OEM) of aircraft/helicopters/ drones and their engines and other parts		
Central or State Government or their undertakings.		

Note:

In case the bidder is registered with DGCA tick 'yes' and specify the registration details and leave the other column blank.

APPENDIX – 8**Details of Financial Capacity of the Bidder***(Refer to Clauses 4.2.5 of the RFP)***Format for the calculation of Net Worth:**

The Bidder shall provide a certificate from its statutory auditor in the format given below:

This is to certify that Net Worth of M/s [●] (*Name of the Bidder*) is [●], details as per the table below :

Sl. No.	Description	Write the Year
		Amount in Rupees
1	Subscribed and paid-up equity	
2	Reserves	
3	Share allotment money already received	
4	Preference shares (including redeemable)	
5	Convertible debentures but excluding warrants	
6	Sub Total ((1)+(2)+(3)+(4)+(5))	
7	Revaluation reserves	
8	Miscellaneous expenditure not written off	
9	Accumulated losses	
10	Reserves not available for distribution to equity shareholders	
11	Subtotal ((7)+(8)+(9)+(10))	
12	Net Worth ((6) – (11))	

Name of the Officer	[●]
Designation	Witness
Deptt./ Ministry/ PSU	1. _____
Witness	

APPENDIX – 10
FORMAT FOR FINANCIAL BID SUBMISSION
(Refer Clauses 4.13.1)

Financial Bid is to be submitted online, in the prescribed format shared on the e-tendering portal

1	Validate Print Help Bidding Rate BoQ						
4	Tender Inviting Authority: Asstt. G.M. (BD), CHQ, Airports Authority of India						
5	Name of Work: Leasing of Land for Establishing Maintenance, Repair & Overhaul (MRO) Facility on Design, Build, Operate, Maintain and Transfer (DBOMT) basis at Site-1 of Begumpet (Hyderabad) Airport.						
6	Contract No: 2022_AAI_112342_1						
8	Name of the Bidder/ Bidding Firm / Company :						
9	PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced						

**Leasing of Land for Establishing Maintenance,
Repair & Overhaul (MRO) Facility on
Design, Build, Operate, Maintain and Transfer
(DBOMT) basis at [●]Airport.**

REQUEST FOR PROPOSAL

TENDER DOCUMENT

Part-II

(Draft Lease Agreement)

April 2022



Land Management &
Business Development Unit
Airports Authority of India
Safdarjung Airport
New Delhi-110003.

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- G. In light of compliance by the Lessee of the pre-conditions to the execution of the Agreement, Authority has agreed to enter into this Agreement vesting the Lease rights with the Lessee on the terms, conditions, and covenants hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

- 1.4.2 Subject to the provisions of Clause 1.4.1 above, in case of ambiguities or discrepancies within this Agreement, the following shall apply:
- a. between two or more clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
 - b. between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
 - c. between any two Schedules, the Schedule relevant to the issue shall prevail; and
 - d. between any value written in numerals and that in words, the latter shall prevail.

