

**AIRPORTS AUTHORITY OF INDIA**  
**WESTERN REGION, JUHU AIRPORT, MUMBAI**

**NOTICE INVITING E-TENDER (NIET)**

1. E-Tender is hereby invited for granting concession for the following :

Name of Facility	Space	Term of concession	Tender Processing Fees (in INR)	Earnest Money Deposit (EMD) (in INR)	Minimum Reserved License Fees (MRLF)/ / Minimum Monthly Guarantee (MMG) (in INR)
License for running kirana shop / provisional stores at Juhu Airport colony, Mumbai	83 sqm	03 years	Rs. 2,000/- (Rupees Two thousand only.)	Rs. 50,000/- (Rupees Fifty Thousand only.)	Rs. 24,475/- (Rupees Twenty Four Thousand Four Hundred Seventy Five only) Per Month plus Applicable Charges and Taxes

**NOTE:**

- a) Offers below MRLF will not be considered for award.
- b) Highest quote/ offer over and above MRLF, shall be the sole parameter for selection of highest bidder.
- c) License fees shall be the quoted fixed license fees. The quoted fixed license fees is subject to annual escalation as detailed in ENIT.
- d) In addition to the Concession Fees, the selected bidder shall be liable to pay :
  - i. Utility/Facilitation Charges/CAM Charges at 10% of normal space rent (or as may be notified by AAI from time to time, presently normal notified space rent is **Rs. 1580/-** Per Sqm per month subject to annual escalation of 10%). Charges for allotted space towards electricity and water to be billed on basis of actual consumption and tariff.
  - ii. All applicable Government Taxes including GST (present GST @ 18%) or at the rates declared by Government of India or State Government from time to time.
  - iii. Charges for the consumption of the electricity and water consumed for the purpose of use of the said license as becomes due and payable and in accordance with the directions of the Authority and at the rates as fixed by AAI from time to time.
  - iv. *Licensee shall be liable to pay the Property Tax/Assessment Tax as per the MCGM assessment from time to time for the allotted area at Juhu Airport.*

2. **Location Details:** Indicative drawing of concession area layout along with detailed schedule of premises specifying area is at Appendix 2&3.

3. **Period of Concession:** Three (03) years.

4. **Rate of Escalation:**

a. License Fees shall be subject to annual escalation of 10%.

b. The first annual escalation will be applicable after completion of one year + six months' license period. Thereafter the same will be applicable after completion of subsequent one-year period there from. Even if, on account of any delay whatsoever, licensee could not commence business operations on the expiry of gestation period stipulated in NIT, for the purpose of calculation of date on which 18 months of license are completed (date on which first escalation is applied) shall be deemed from next day of expiry of gestation period stipulated in NIT.

5. The prospective bidders are requested to go through the tender conditions and visit the site / airport to assess the feasibility of business / undergo proper diligence study and thereafter may bid in the Tender. No reduction in license fee will be entertained by AAI at any stage for whatever reasons.

6. Participants are advised not to give any conditional tender and adhere to the terms and conditions indicated in the tender documents provided by AAI. Conditional tenders would be summarily rejected.

7. **Business Incubation Period** shall mean a period of 15 days from the date of issuance of LOIA to the selected bidder. The selected bidder will be under obligation to complete all the formalities/ conditions of award as will be specified in the LOIA.

8. **Handing Over of Sites:**

a) Sites will be handed over to the selected bidder upon fulfillment of conditions of award within the stipulated time of business incubation period.

b) If the licensee fails to complete the conditions of award which are pre-requisite for handing over of site, then the gestation period will be deemed to have commenced on 15<sup>th</sup> day of issuance of LOIA i.e. immediately after expiry of business incubation period. However, actual handing over of sites shall only be done after completion of all conditions of award.

c) In case tender process has been completed and successful tenderer has been awarded LOIA, but, concession/ license period of incumbent licensee is not over, then, date of hand over of site should not be later than 7<sup>th</sup> day of expiry of incumbent license or expiry of business incubation period (whichever is later). However, in extreme circumstances, if due to some reason, the vacant site could not be made available,

the Airport Director in consultation with concessionaire can identify an alternate location for commencement of concession/ license. Rebate shall not be considered in such a case.

**9. Gestation Period :**

- a. Gestation period of 30 Days, reckoned from the date of handing over of sites shall be permissible.
- b. No gestation period is to be permitted in case of renewal/award of the concession/ license in favor of the existing licensee in the same place.

However,

- i. Where there is change in location or due to suspension of the business to carry- out modification at the existing area etc. in the concession/ license premises, normal gestation period, as defined above, may be permitted.
- ii. If there is increase in the area in the new license at the same location awarded to existing licensee, the gestation period would be applicable for the incremental area only (if he continues with the business from the existing area and needs development period for the incremental area). In this scenario, licensee shall continue to be billed on the basis of quoted license fee on pro-rata basis for existing area. Billing for the newly developed/incremental area shall be started after expiry of gestation period.

**10. Eligibility Criteria :**

**a. Technical Eligibility Criteria :**

- i) The participating agency should have minimum two (02) years of experience during the last seven (07) years in operating any of such/similar retail outlets/shops Provisional Store/ Grocery Store.
- ii) The experience, as claimed by the bidders, to be supported by copies of award letters supported by experience certificate issued by the contract awarding authority, copy of work completion certificate issued by the contract awarding authority. Books of accounts shall clearly depict the incomes from the claimed business. In the absence of above-mentioned supporting documents, merely submitting CA certificate will not be considered to testify the claimed experience. An undertaking/ self-declaration that the furnished information is true also needs to be submitted along with supporting documents.

**b. Financial Criteria :**

- a) Minimum Annual Gross Turnover requirement for the applicant (in

INR): Rs.293700/-.

- b) The financial criteria will be ascertained as per the Statutory Auditor' Certificate. The Turnover requirement should be from any of the Two (02) financial years during the last seven (07) financial years for which the experience is claimed by the agency.
  - c) Minimum 10% of annual gross turn over requirement shall be from the same kind of business. The turnover claimed should be congruous with the period in which experience claimed by the agencies.
  - d) The Bidders turn over details should be supported with audited annual accounts for the respective financial years and it should be mandatorily certified by statutory auditor.
11. The Above information must be supported with the following Declarations / Documentary Evidence / Certificate from the Chartered accountant along with Unique Identification Number (UDIN) of the Bidders
12. Only one e -tender document shall be sold to a single party either a firm or an individual. The proprietor of more than one company or firm will be considered as single party and one legal entity
13. Any party either a firm or an individual falling under the following categories is not eligible:
- a. Joint Venture/ Consortium.
  - b. De-barred/black listed by CBI or AAI or Undertakings/ Departments like; Railway, Defense, or any other Department of Govt. of India, State Govt. Deptt. etc. A declaration to this effect is also to be submitted by the party with tender documents.
  - c. Parties facing action under PPE Act/ AAI Act, with AAI.
  - d. Parties either an individual or a business establishment, who has been ordered by a Court of Law to pay the outstanding dues of AAI at any of the airports as a whole and has not paid such dues to AAI shall also not be eligible for the e-tender.
  - e. If the entity participating in any of the tenders is a private or public limited company, Partnership firm or a Sole Proprietor and any of the Directors/Partners/Sole Proprietor of such company is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity may not be allowed in AAI tenders.
  - f. If the entity participating in any of the tenders is a private or Public Limited Company, Partnership Firm or sole proprietor and any of the Director / Partners/ sole proprietor of such company is also a Director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the AAI except the dues pertaining to the current quarter, i.e. the quarter in which the tender is invited, then the said entity shall not be allowed to participate in AAI tenders.
- The disputed amounts which are referred for Dispute Resolution /

Arbitration by the Competent Authority shall not be considered as outstanding dues provided the agency has furnished an additional validated Security Deposit (in addition to the Security Deposit as per the terms & conditions of the existing license / concession) equivalent to 50% of the value of the disputed amount or as stipulated in the agreement. The period of this Security Deposit of disputed dues under arbitration shall be minimum 2 years from the date of DRC / Arbitration and further renewable.

In the event of specific Order / judgment from a Judicial Court / Arbitral Tribunal staying / withholding the realization of certain dues, the adherence to the above condition will be exempted and regulated in accordance with the specific orders.

- g. A declaration to the effect that the Tenderer does not fall under the categories a), b), c), d), e) and f) above has to be submitted in the Technical Bid. (Refer: Annexure: G). Following declaration will also be part of Annexure:G

*“I/ We declare that “No raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI in any of the Airport premises either against me and/or any member of the consortium or against our/its affiliates or against any of the Directors/Managers/Employees” (In case if raids/seizure/search conducted, please furnish all such relevant details).”*

14. E-Tender documents indicating full details of the license can be seen in the e-tender documents uploaded on the NIC CPPP E-Tendering Portal at [etenders.gov.in](http://etenders.gov.in)

a) The bids shall be submitted only on the NIC CPPP E-Tendering Portal at [etenders.gov.in](http://etenders.gov.in).

b) The bids shall not be accepted in any other form

c) The e-tendering process is online at NIC CPPP E-Tendering Portal at [etenders.gov.in](http://etenders.gov.in)

d) Tenderers are requested/advised to get themselves acquainted for e-tendering participation requirement themselves at NIC CPPP E-Tendering Portal at [etenders.gov.in](http://etenders.gov.in) mentioned above.

e) Clarification needed, if any, may be sent through NIC CPPP E-Tendering Portal at [etenders.gov.in](http://etenders.gov.in) only.

f) Cost of tender fees amounting to **Rs. 2000/- (Rupees Two thousand Only)**, shall be paid by the bidder before the scheduled time of e-tender submission through RTGS/NEFT in favor of “AIRPORTS AUTHORITY OF INDIA. Mumbai Bank Branch details as given in NIET”. No other mode of payment shall be acceptable.

g) The amount of **Earnest Money Deposit (EMD) of Rs. 50000/- (Rupees Fifty Thousand Only)** shall be paid by the tenderers before the scheduled time of e-tender submission through RTGS / NEFT in favor of “AIRPORTS AUTHORITY OF INDIA. Mumbai

Bank Branch details as given in NIET.”. No other mode of payment shall be acceptable.

h) The particulars pertaining to “AIRPORTS AUTHORITY OF INDIA” Bank account for RTGS / NEFT are as follows :-

Account Name	Airports Authority of India
Account Type	Current
Account No.	33814920430
Bank Name	State Bank of India (Branch Code: 1183)
Branch	Santacruz (West) Branch, Suryoday Building, 7, Juhu Road, Mumbai-400054
IFSC Code	SBIN0001183

i) A copy of the proof/documents of the above payments (i.e. cost of tender document and EMD) made through RTGS / NEFT is to be uploaded (i.e. scanned copy) along with the technical bid documents to be submitted by the bidders (online).

a) Non-submission of cost of tender document and EMD shall lead to disqualification of tenderers.

b) E-bids shall be submitted in two bid system as follows : -

i. Technical bid – Earnest Money Deposit (EMD) and other documents as required under clause 3 of the general information/ guidelines of Notice Inviting Tender.

Financial Bid– As required under clause 4 of general information/guidelines of Notice Inviting Tender.

#### 15. **Critical Dates :**

S. No.	Activity	Scheduled Dates and Time
1.	Download/Sale of e-Tender Document from NIC CPP portal	From 26.05.2022 to 15.06.2022 Upto 15:30Hrs.
2.	Submission of queries related to e-Tender, if any; on NIC CPP portal only.	Upto 02.06.2022 By 18:00 Hrs.
3.	Pre-Bid Meeting of Potential Bidders	02/06/2022 at 1130 hrs. at o/o Airport Director
4.	Reply to the queries by AAI on NIC CPP portal	By 07.06.2022 By 17:30Hrs.
5.	Online submission of Bids / Proposal(s) (Technical Bid as well as Financial Bid) on e- tender portal	Upto 15.06.2022 By 15:30 Hrs.
6.	Opening of Technical Bids / Proposal(s) (online only)	On 16.06.2022 AT 15:30 Hrs.

7.	Opening of Financial Bids / Proposal(s) (online only)	Tentative Date of Opening on 23.06.2022 AT 15:30 Hrs.
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2. In case bidder withdraws from tender process before opening of technical bid date and time, 10% of EMD amount shall be forfeited.

3. After last date of submission of bid, at any stage if an agency withdraws from tender process, entire EMD amount shall be forfeited.

4. After opening of the technical bid and before opening of financial bid, if any agency withdraws from tender process, the EMD of the party shall be forfeited and the party liable to be debarred for participation in any tender at Airports Authority of India, Mumbai for one year from the date of debarment. However, after opening of financial bid, being H1 in the Tender if the party withdraws its bid or after issuance of award letter, the party does not complete the requisite formalities, EMD shall be forfeited and the said Bidder will be liable to be debarred from participating in any Tender of AAI for one year.

5. AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto. AAI reserves to itself the right to seek/obtain clarification on the documents submitted and shall be binding on the agency to clarify the same during the tender process and if required, during the currency of the contract.

6. AAI reserves to itself the right to reject any or all the tenders without assigning any reason thereof and to call for any other detail or information from any of the tenderer(s).

7. On acceptance of the tender, the name of the authorize representative(s) of the tenderer who would be responsible for taking instructions from authorized official of the AAI is to be intimated.

**AIRPORT DIRECTOR  
JUHU AIRPORT**

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