

**Airports Authority of India
Kandla Airport, Kandla**

**निविदा आमंत्रण सूचना
Notice Inviting E-Tender**

**License to Operate General Car Rental Services (for
Motor Cab and Maxi Cab) at Kandla Airport, Kandla**

E-bid no.: 2022 AAI 117040

April 2022

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DISCLAIMER

The information contained in this NOTICE INVITING E-TENDER document (the “e-Tender”) or subsequently provided to Applicant(s), whether in documentary form, by or on behalf of the Authority, is provided to Applicant(s) on the terms and conditions set out in this e-Tender and such other terms and conditions subject to which such information is provided.

This e-Tender is neither an agreement nor an offer by the Authority but an invitation to the prospective Applicants or any other person. The purpose of this e-Tender is to provide interested parties with information that may be useful to them in the formulation of their financial application pursuant to this e-Tender. This e-Tender includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the subject Concession. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This e-Tender 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 e-Tender. The assumptions, assessments, statements and information contained in this e-Tender may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own assessment, due diligence and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-Tender and obtain independent advice from appropriate sources.

Information provided in this e-Tender to the Applicant(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 Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-Tender or arising in any way for participation in the bidding process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-Tender.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-Tender.

The issue of this e-Tender does not imply that the Authority is bound to select all the Proposals for bidding process for the Concession and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Application, regardless of the conduct or outcome of the Bidding process.

The Applicant shall be wholly responsible for any statements/documents/ records, etc. submitted pursuant to this e-Tender and ensure accuracy thereof. The Authority or its employees shall accept no responsibility or liability for any deficiency that may be made by the Applicant. Any false declaration made by the Applicant shall invite action as may be decided by the Authority including termination of Concession, debarring, forfeiture of EMD and/or Security Deposit. The Applicant shall also indemnify the Authority and its employees from actions arising out of this e-Tender.

AIRPORTS AUTHORITY OF INDIA
DEPARTMENT OF COMMERCIAL

E-tenders are invited for license to operate General Car Rental Services (for Motor Cab and Maxi Cab) at Kandla Airport, Kandla.

INTRODUCTION

1. Airports Authority of India is ("AAI") is the largest Airport Operator in India providing Modernization, Air Navigation, Operation and Management of 125 plus Airports across India.
2. AAI is desirous of participation of eligible entities in the subject e-tender for **license to Operate General Car Rental Services (for Motor Cab and Maxi Cab) at Kandla Airport, Kandla.**
3. AAI came into existence on 1ST April 1995. AAI has been constituted as a Statutory Authority under the Airports Authority of India Act, 1994. The main functions of AAI include:
 - Design, development, operation and maintenance of passenger terminals
 - Development and management of cargo terminal at international and domestic airports
 - Provision of passenger facilities at terminals like Duty Free Outlets, Travel Retail Outlets, F&B facilities, Executive Lounges, Ground transportation facilities (Maxi Cab, Radio Taxi etc.) and other non-aero activities like; Money Exchange Counters, Trolley Services and information systems.
4. Since its inception in 1995, Airports Authority of India (AAI) has been at the helm of affairs in the development of airport infrastructure and management and control of airport operations and air navigation services in India. Over the past two decades AAI has been on the forefront of modernizing and developing airside and terminal side infrastructure and improving its services at airports to deliver a better travel experience to passengers. These measures have resulted in improved air safety and passenger satisfaction as is reflected in passenger experience survey results.
5. During the FY 2019-20, AAI has recorded a Total Revenue Rs. 12,837.44 crores and a profit After Tax (PAT) of Rs.1,985.09 crores.
6. The spurt in air traffic has brought new opportunities as well as challenges for AAI in terms of expanding airport infrastructure and passenger amenities.
7. Major Airlines and passenger Traffic data of the airport is placed at Annexure M of this e-tender.

NOTICE INVITING E-TENDER (NIET)

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

Name of Facility	Space	Tender Processing Fees (in INR)	Earnest Money Deposit (EMD) (in INR)	Minimum Reserved License Fees (MRLF)/Minimum Monthly Guarantee (MMG) (in INR)
License to operate General Car Rental Services (for Motor Cab and Maxi Cab) at Kandla Airport, Kandla.	01 SQM	Rs.2,000/-(Rupees Two Thousand Only)	Rs.50,000/- (Rupees Fifty Thousand Only)	Rs.10630/- (Rupees Ten Thousand Six Hundred Thirty Only) Per Month Plus (+) Applicable Taxes and other charges

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/quoted MMG (Or Revenue Share, whichever is higher). The quoted fixed license fees/MMG is subject to annual escalation as detailed in NIT.
- d) In addition to the Concession Fees, the selected bidder shall be liable to pay:
 - (i) Utility/ Facilitation 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.1000/-Per SQM per month for AC space and Rs.670/- Per Sqm per month for Non AC space subject to annual escalation of 7.5% every year in April or as may be decided by AAI from time to time).
 - (ii) All applicable Government Taxes including GST (presently at the rate of 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.

2. **Location Details:** Indicative drawing of concession area layout along with detailed schedule of premises specifying area is at Appendix 3 & 4

3. **Period of Concession: 03Years**

4. **Rate of Escalation:**

- a. License Fees shall be subject to annual escalation of 10% compounded annually.
- 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 16th 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 7th 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 maximum **Thirty (30) Days**, reckoned from the date of handing over of site 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 (i.e. same area as well as location). 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 Criteria:

- a) The agencies having same type of business for at least 02 years. The experience shall be during the last 07 years.
- b) Ownership of minimum 5 A/C cabs duly registered in the name of the tenderer or having acquired the same through hire purchase/lease agreement are eligible to apply.
- c) 50% of the cabs should not be more than 03 years old.
- d) The licensee if required has to park the vehicle in the Airport parking area and pay parking charges to the car parking licensee directly

Satisfying the technical qualification will be based on submission of the following during the bid: Copies of Registration Certificates (RC) of 5A/C cabs and hire purchase / lease agreement, if any.

Note: Definition of Motor cab and Maxi cab as per Motor Vehicle Act 1988 is as under:

“Motor Cab” means any motor vehicle constructed or adapted to carry not more than six (6) passengers, excluding the driver, for hire or reward.

“Maxi Cab” means any motor vehicle constructed or adapted to carry more than six (6) passengers but not more than twelve (12) passengers, excluding the driver, for hire or reward.

B. Financial Criteria:-

Minimum Annual Gross Turnover shall be Rs.127560/-, out of which minimum 50% from the same business for which experience has been claimed;

- a) Turnover details, Profit & Loss account and related experience details should be duly certified by a Chartered Accountant/Statutory Auditor (**with valid UDIN**).
- b) The turnover of the company/agency should be in any one of the financial years for which technical experience has been claimed.
- c) Unless otherwise specified, net worth of the bidder should be positive.
- d) In case of multiple businesses of bidder, the breakup of the turnover (certified by statutory auditor /chartered accountant (**with valid UDIN**)) with the specific head as from the tendered facility should be submitted.
- e) Duly notarized and stamped undertaking by bidder regarding overall as well as breakup of turnover should also be submitted.
- f) Certificate issued by chartered accountant / statutory auditor (**with valid UDIN**), with respect to net worth of the bidder, may be accepted for ascertaining positive net worth (or as specified in the tender document) of the bidder.

11. 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.

12. Any party either a firm or an individual falling under the following categories is not eligible:

- a. 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.
- b. Parties facing action under PPE Act, with AAI.
- c. 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.
- d. 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.
- e. 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 terms & conditions of the existing license / concession) equivalent to 50% of the value of disputed amount or as stipulated in the agreement. The period of this security deposit of disputed dues under arbitration shall be minimum 02 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.

- f. A declaration to the effect that the Tenderer does not fall under the categories a), b), c), d) and e) 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).”

13. 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

- a) The bids shall be submitted only on the NIC CPPP E-Tendering Portal at 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
- 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 mentioned above.
- e) Clarification needed, if any, may be sent through NIC CPPP E-Tendering Portal only.
- f) Cost of tender fees amounting to Rs.2,000/- (Rupees Two Thousand Only) shall be paid by the bidder before the scheduled time of E-Tender submission through online payment gateway of CPP Portal. No other mode of payment shall be acceptable.
- g) The amount of Earnest Money Deposit (EMD) of **Rs.50,000/- (Rupees Fifty Thousand Only)** shall be paid by the Tenderers before the scheduled time of E-Tender submission through online payment gateway of CPP Portal. No other mode of payment shall be acceptable.
- h) A copy of the proof / documents of the above payments (i.e. cost of tender document and EMD) made through payment gateway is to be uploaded (i.e. scanned copy) along with the technical bid documents to be submitted by the bidders (online).
- i) Non-submission of cost of tender document and EMD shall lead to disqualification of tenderers.
- j) 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.
 - ii. Financial Bid – As required under clause 4 of general information/guidelines of Notice Inviting Tender.

14. **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 17.06.2022 Up to 18:00 Hrs.
2.	Submission of queries related to e-Tender, if any; on NIC CPP portal only.	UP TO 08.06.2022 BY 15:00 Hrs.
3.	Reply to the Queries by AAI on NIC CPP Portal	By 13.06.2022 BY 15:00 Hrs.
4.	Pre bid meeting with the prospective bidders, if required	N/A

5.	Online submission of Bids / Proposal(s) (Technical Bid as well as Financial Bid) on e-tender portal	UP TO 17.06.2022 BY 18:00 Hrs.
6.	Opening of Technical Bids / Proposal(s) (online only)	ON 20.06.2022 AT 11:00 Hrs.
7.	Opening of Financial Bids / Proposal(s) (online only)	ON 27.06.2022 AT 15.00 Hrs. The date is Tentative and is subject to be proponed or postponed at discretion of AAI.

15. In case bidder withdraws from tender process before opening of technical bid date and time, 10% of EMD amount shall be forfeited.
16. In case a party has deposited EMD and Tender Fees but did not participated in the tender process i.e. the party has not submitted his bid on CPP portal and his name is not appearing in the bids submitted list, then, on request of such party, amount paid towards EMD deposited by the party may be refunded after deduction of 10 % of EMD amount. However, the Tender Fees shall not be refunded in this case.
17. After last date of submission of bid, at any stage if an agency withdraws from tender process, entire EMD amount shall be forfeited.
18. 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 shall be debarred for participation in any tender at Kandla Airport for one year from the date of debarment.
19. AAI reserves to itself the right to reject the conditional tenders without assigning any reason thereto.
20. 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).
21. 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
KANDLA AIRPORT

“E-Tendering guidelines to the bidders”

E-Tendering Participation Requirements: Interested bidders/tenderers willing to participate through e-tendering process are required to register themselves in the GOI Central Public Procurement Portal www.etenders.gov.in

For special Instructions to the Contractors/Bidders for the e-submission of the bids online through e-Procurement Portal [click here](#) or follow hyperlink given below:
<https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page>

Bidders Manual Kit available for download at the hyperlink given below:
<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

For any technical assistance with regard to the functioning of the portal, the bidders may contact the Help desk according to escalation matrix given below:

CPPP under GePNIC, Help Desk Services

- 1. For any technical related queries, please call the Helpdesk at 24 x 7 Help Desk Numbers: 0120-4200462, 0120-4001002**

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/clarifications relating to the tender(s) published, kindly contact the respective Tender Inviting Authority.

Tel : 0120-4200462, 0120-4001002

Mobile : 91 8826246593

E-Mail : support-eproc@nic.in

- 2. For any Policy related matter / Clarifications, Please contact Dept of Expenditure, Ministry of Finance.**

E-Mail: cphp-doe@nic.in

- 3. For any Issues / Clarifications relating to the publishing and submission of AAI Tender(s)**

- In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <https://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).
- Before submitting queries, bidders are requested to follow the instructions given in “**Guidelines to Bidders**” and get their computer system configured according to the recommended settings as specified in the portal at “**System Settings for CPPP**”.

4. In case of any issues faced, the escalation matrix is as mentioned below:

S.No .	Support Persons	Escalation Matrix	E-mail address	Help Desk Number	Timings
1.	HelpDesk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs (MON-SAT)
2.	Sh. Sanjeev Kumar, Sr. Manager (IT)	After 4 Hours of Issue	etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950, Ext - 3523	0930-1800 Hrs. (MON-FRI)
3.	Sh. Dharmendra Kumar Jt.GM(IT)	After 12 Hours	dkumar@aai.aero	011-24632950, Ext - 3527	0930-1800 Hrs. (MON-FRI)
4	Sh. Gireesh Upadhyay	After 12 Hours	comml_vake@aai.aero	02836-269404	0930-1800 Hrs. (MON-FRI)
5.	General Manager(IT)	After 3 days	gmit@aai.aero	011-24657900	0930-1800 Hrs. (MON- FRI)

***The Helpdesk services shall remain closed on all Govt. Gazetted Holidays.**

1. The above mentioned help desk numbers are intended only for queries related to the issues on e- procurement portal and help needed on the operation of the portal.
2. For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAI.