



**AIRPORTS AUTHORITY OF INDIA
SHIMLA AIRPORT
HIMACHAL PRADESH
171011**

**Request for Proposal (RFP)
[Tender ID : 2022_AAI_112361_1]**

For

**EXCLUSIVE ADVERTISEMENT RIGHTS
CONCESSION TO DESIGN, DEVELOP, OPERATE,
AND MARKET, THE ADVERTISING OPPORTUNITY
IN THE ENTIRE AIRPORT ESTATE AT SHIMLA
AIRPORT.**

APRIL, 2022

E-Tendering guidelines to the bidders

<https://etenders.gov.in/eprocure/app>

1) For any technical related queries please call the Helpdesk. The 24x7 Help Desk Number 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: cppp-doe@nic.in

3) For any Issues / Clarifications relating to the publishing and submission of AAI tender(s)

a) 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 <http://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).

b) 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) E-Tendering Participation Requirements: Interested vendors willing to participate through e-tendering process are required to register themselves on the portal <https://etenders.gov.in/eprocure/appportal>. following the process given below :

4.1. (i) For any technical assistant with regard to the functioning of the portal the bidders as well as AAI users may establish contact according to the escalation matrix as mentioned below:-

SN	Support Persons	Escalation Matrix	E-mail address	Help Desk Number	Timings
1.	Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512 (6 Lines)	0800-2000 Hrs. (MON - SAT)
2.	Sh. Sanjeev Kumar, Jr. Exe.(IT)	After 4 hours of issue	sanjeevkumar@aai.aero	011-24632950, Ext - 3505	0930-1800 Hrs. (MON-FRI)
3.	Mrs. S.Nita Sr. Mgr.(IT)	After 12 hours	snita@aai.aero	011-24632950, Ext- 3523	0930-1800 Hrs. (MON-FRI)
4.	General Manager(IT)	After 3 days	gmit@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)
5	Vijender singh Dahiya (Commercial Incharge)		vijdhiya@aai.aero	9041864749	0930-1800 Hrs. (MON-FRI)

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

5) 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. For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAI.

Salient points about NIC CPP Portal

- 1) The bidders should enroll in <https://etenders.gov.in> to carry out the procurement activities.
 - a. Bidders have to enroll themselves to the portal by following the bidder's guide for enrollment to the portal.
- 2) Entry will be through two factor login i.e. User id & password followed by the login through DSC.
- 3) Portal allows multi- cover tenders, Limited Tender, Online payment (Tender fees) and online bid submission and other important clauses as necessary.
- 4) 2-BOT: First cover (Fees, Pre-Qualification, Technical bid), second cover is Financial bid.
- 5) Last date/time of sale of tender and last date/time of submission of tender are same by default.
- 6) Only first-cover and financial bid cover opening dates can be published. System generated e-mail/SMS shall be sent to bidders only at the time of first-cover opening and financial-bid opening. However, accept/reject message to bidders at various stages goes by SMS/E-mail. Bidder is informed by mail/SMS about the result after every level of evaluation.
- 7) The date for receiving clarifications can be extended by giving corrigendum only if the submission start date and time is not crossed/over.
- 8) The bidders can see the recommendations after every stage under "tender status" bringing in transparency in the procurement process.
- 9) Bidders can resubmit the bid any number of times. Bidder can also withdraw the bid.
- 10) Award of the contract can be viewed under "Results of the tender" in the site.
- 11) BOQ Template selection should be properly done as per the tender requirement. BOQ Template can be selected on the basis of following points:
 - (i). Item Rate BOQ Template
 - a. This BOQ may be used, where department is carrying out overall value based Evaluation as well as bind the vendor to quote each and every item.

- b. From contractor/ bidder side, this BOQ receives only Bidder Name and Basic/ Unit rate (“Inclusive of all Taxes” or “Exclusive of all Taxes”) in M Column only. Formula has to be applied on BA Column. Price comparative statement shall be calculated based on BA Column.
- c. Using this sheet, system generates comparative chart indicating H1, H2..., H (n) against each item as well as on overall value.

(ii). Item Wise BOQ Template

- a. Item wise BOQ may be used where department is carrying out Item Wise Evaluation.
- b. Always get Basic /Unit rate in M column only.
- c. Always get Total Amount without Tax in BA Column only. i.e. Qty. X Basic Price.
- d. Always get Total Amount with Tax in BB Column only.
- e. Using this sheet, system gives comparative chart on L1 (With Tax and Without Tax both) based on item wise as well as overall value.

(iii). The details regarding other BOQ Templates (i.e. Percentage BOQ, Item Wise BOQ open for L1/H1, Item Wise Form Based BOQ, BOQ Mixed Template, BOQ Multicurrency Template) is available at <ftp://ftp.aai.aero/eProcurement%20Manuals%20CPPP/>

12) Web-learning session on CPPP and the monthly calendar of web- learning session is available at <https://eprocure.gov.in/cppp/trainingdisp>

13) Utmost care needs to be taken while DSC mapping in CPPP. User’s -id should be mapped with his/her own DSC. In case, somebody’s DSC is mapped with some other user-id, it cannot be reverted back.

14) For any other queries refer to FAQ <https://etenders.gov.in/eprocure/app;jsessionid=8A3ED198A88B9B9373FF273CFBC8AE80.cppsugepl?page=FAQFrontEnd&service=page>

15) It is recommended to upload the drawings in .dwf format. Auto Cad DWF Viewer is an Open Source software available on <http://usa.autodesk.com/design-review>.

16) Revised Circular and guidelines on reverse/forward auction are available at <ftp://ftp.aai.aero/eProcurement%20Manuals%20CPPP/Reverse%20Auction%20Guidelines/>

DISCLAIMER

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

This RFP is neither an agreement nor an offer by the Authority but an invitation to the 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 Proposal for Selection pursuant to this RFP (the “Proposal”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Concession. Such assumptions, assessments and statements do not purport to contain all the information that each Bidders 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 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 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 or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Bidders 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 Bidder upon the statements contained in this RFP.

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 RFP.

The issue of this RFP does not imply that the Authority is bound to select and short-list pre-qualified Proposals for Bid Stage or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Concession and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal 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 Proposal. All such costs and expenses will remain with the Bidder 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 Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

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

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DEFINITIONS AND INTERPRETATIONS

In this RFP, the following expressions shall have the meaning stated herein:

“Access Date” shall mean the date on which the Concessionaire is handed over physical possession of the approved location (after completion of the contractual formalities like acceptance of LOIA, submission of Security Deposit, signing of concession agreement etc.) within the incubation period. In case the agency fails to take over the approved sites within 60 days of LOIA, the 61st day from LOIA shall be deemed to be the access date.

A handing over/taking over report to be signed by the concessionaire with AAI on or before the commencement date.

“Access to Concessioned Premises” The concessionaire and its *bonafide* representatives, employees, agents, business associates will be accorded access to the concessioned premises for carrying out all activities related to its business at all times subject to adherence of security requirements as setout by AAI/BCAS from time to time.

“Addendum” shall mean any written amendment to this RFP, from time to time issued by Authority in accordance with Clause-2.11 hereof.

“Advertisement” would mean display of advertisement material by any medium of the choice of the Concessionaire without any distinction of being illuminated or non illuminated including advertisement by means of pictures, printed material, digital/laser and/or electronic medium, outdoor hoardings, product showcasing and any other form that are not objectionable or prohibited by Applicable Law subject to approval of AAI

“Advertisement Display” would mean a specially fabricated display structure able to either carry a static/ moving/multiple imaging advertisement/ information/ corporate communication display with or without advertisement impact study accessories/ devices, held and fixed in a manner as per fixing/hoisting arrangement approved by AAI, and would also include “Product/Services Showcasing/Display” and would mean a specially fabricated structure or an earmarked area to be used for showcasing any type of products, vehicles, services with or without human interface at locations specifically approved in the “Location Layout Plan” by AAI

“Advertisement Display Area” shall mean the Actual Advertisement Area [i.e. (Length X Breadth/Height)/(Circumference X Breadth/Height) or as the case may be irrespective of number of images displayed through a single advertisement structure excluding the mounting frames/facilities necessary for its hoisting/fixing/fabrication in situ.. However in case where the advertisement is carried out by occupying the floor space the actual floor space occupied would be the unit of charge of Advertisement Area provided the height of the display is not exceeded by ten (10) feet.

“Advertisement Area” would mean

- a) Total area earmarked for Advertisement shall be mentioned in Chapter-1.

license fee shall be payable on pro-rata basis for the advertisement area 500 Sq.ft at Shimla Airport. (300 sqft inside and 200 Outside of terminal Building.).

Financial proposal offered by the bidders shall clearly indicate the RATE PER SQ.FT. only (instead of Monthly License Fee)

“Advertising Rights Concession” would mean “Exclusive Advertisement Rights” and cover all types of indoor and outdoor advertising/brand promotion media, such as Bill Boards, Gantries, Back Lit Static Displays, Stunners, Display Windows, Flag Posts, Traffic Signage’s, Digital/Laser Floor/Ceiling graphics, Product/Services Showcasing with or Without HumanInterface, Vehicle & Refitted Vehicle Displays with or without Human Interface, Multiple Imaging, Electronic & Digital Displays (e.g. Video Wall & Close Circuit Flight Information Televisions), Display on LCD /LED TV, Time & Temperature Displays, Ball Balloons, Shoe Shining Machines, Multi Screen Moving Displays, Conveyor Belt Advertisements, Pillar Wraps,

Special Brand Promotion, Drop Downs/ Banners/ Decorations on Special Events, Mobile/Laptop chargers, Sponsorship/Advertising on Security Trays, Queue Managers, Planters and any future advertising innovations etc.

“Airport” shall mean the entire Airport Estate located at **Shimla** (and would include all its present future terminal buildings, roads, car park, equipments facilities and systems.

“Airport Branding Area” shall mean a specifically reserved advertisement area

to be used for Authority Branding/ Social Messages/Information dissipation purposes. This Advertisement Area would be in addition and will not at any time exceed five percent (05%) of the Assigned Advertisement Area licensed to the concessionaire. The provision of these Advertisement Display structures however will be the responsibility of the Concessionaire at this cost in consultation and with approval of Authority.

However the costs related with exhibition of information on these displays would be borne by Authority. (Refer Clause 5.2.5)

“Airport Users” shall mean any person using or involved in activities at, or in connection with or in relation to the Airport, including without limitation, staff of the Airport and airlines operating at the Airport, the passengers and flight crew members of airline.

“Alternative Location” shall mean the particular Advertisement location offered/sought for relocating/substituting the original location as per approved layout plan within the limitations of Location layout Plan approval protocol.

"Applicable Laws" means all applicable laws for the time being in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India or such other territorial jurisdiction outside India, by any authority, including Governmental Authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made there under, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any Governmental Authority or any person acting under Authority of any Governmental Authority or any statutory authority, including any notification issued by the Reserve Bank of India or of any Governmental Authorities, as may be in force and effect during the subsistence of the Agreements.

"Applicable Permits" means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the development, operation and maintenance of the Concessions, for or in respect of the Concession Agreement including but not limited to the approvals from Airport Health Officer, Airport Security and all other approvals as may be required to execute, give effect to, and perform the Agreement and the approvals and consents required from Authority or any other Governmental Authority pursuant to this RFP or the Agreement, including any third party approvals as may be required by the

Concessionaire.

“Assigned Advertisement Area” shall mean the composite Advertisement Area which has been approved to be used for Advertisement purposes as per Approved Location Layout Plan.

“Associate” Associate company in relation to another company means a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such influence and includes a joint venture company as per Companies act 2013

Explanation: For the purpose of this clause “significant influence means control of at least twenty percent of total share capital or of business decisions”

“Authority” shall mean the Airports Authority of India constituted under Airports Authority of India Act, 1994, including any amendment / re- enactment thereof.

“BCAS” means Bureau of Civil Aviation Security and its branch offices having jurisdiction over airport of concession.

“Bid Process” shall mean the bidding and selection process as detailed in this RFP.

“Bidder” shall mean a sole entity or a Consortium of entities, submitting a proposal pursuant to this RFP.

“Business Incubation Period” shall mean a period of sixty (60) days from the date of issuance of Letter of Intent to Award the Concession to the Selected Bidder. (Refer Clause 4.2.1 and 5.1.2). The selected bidder will be under obligation during this period to complete all formalities and meet other obligations as will be specified in the LOIA by Authority.

“Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners are practicing in India as Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

“Companies Act” shall mean the (Indian) Companies Act, 2013, any amendments or re-enactments thereto or any other legislation governing the incorporation and existence of companies in India.

“Concession Agreement” **“Concession Agreement”** shall mean the agreement to be entered into between the Authority and the Selected Bidder (in case of consortium it will be SPV) as per the draft format set out in **Appendix-III** to this RFP.

“Concession Fee” (License Fee) would mean

License fee shall be payable on pro-rata basis for the advertisement area 500 Sq.ft at Shimla Airport. (300 sqft inside and 200 Outside of terminal Building).

Financial proposal offered by the bidders shall clearly indicate the RATE PER SQ.FT. Only (Instead of Monthly License Fee) with escalation clause as described below:

Nil escalation upto three years. Thereafter as per formula linked with CPI and Traffic Growth w.r.t. previous year Traffic data subject to a minimum of 10% and maximum 20%.

- (i) $R_n = (0.2 R_{n1} + 0.8 R_{n2}) * 100\%$
- (ii) $R_{n1} = (CPI_1 - CPI_0) / CPI_0$
- (iii) $R_{n2} = (Pax_1 - Pax_0) / Pax_0$

Details of Annual Escalation Formula:

(i) The following principles shall be followed while working out the escalation

- (a) The rates of recurring payments shall be escalated every year from the first day of the month from first billing date
- (b) The base date for working out such escalation shall be the first day post completion of gestation period

(ii) The escalation shall be worked out as per the formula given below:-

Rn: Escalated rate/Revised rate which shall be applicable in the year which is to follow after the completion of n years since the first day of the month after the Bid opening month.

R: Rate quoted by the licensee at the time of bid.

CPI₁: The monthly consumer price index (All India CPI- General Index (Urban) for Delhi center as issued by The Central Statistics office (CSO), Ministry of Statistics and programme Implementation (Govt. of India), latest series shall be applicable. The monthly index applicable shall be the annual average of CPI starting from 1 year prior to the date on which the escalation is being calculated to the last available CPII at the time of escalation of rate.

Pax₁: The annual passenger traffic for respective airports is issued by Airport Authority of India shall be applicable. The annual traffic date starting from 1 year prior to the date on which the escalation is being calculated shall be applicable.

CPI: The monthly Consumer price index (ALL India CPI-General Index (Urban) for Delhi central as issued by The Central Statistics Office (CSI), Ministry of Statistics and programme Implementation (Govt. of India), latest series shall be applicable. The monthly Index applicable shall be the annual average of CPI starting from 1 year prior to receipt of bid to the last available CPII at the time of receipt of bid.

Pax: The annual passenger traffic for respective airports as issued by Airports Authority OF India shall be applicable. The annual traffic data starting from 1 year prior to the date of receipt of bid shall be applicable.

(iii) Rate of Escalation (R_n) will be calculated per annum as per sample calculation given below. However, for practical purpose R_n will be calculated from the last available CPII at the time of escalation of rate. No reduction in the applicable current rate shall however be allowed in case the revised rate falls below the rate existing at the time when escalation is calculated for rate. (i.e. if R_{n+1} is worked out less than R_n , the rate R_n will continue to be applicable).

(iv) Rate of Escalation (R_n) will be calculated on the basis of the above mentioned formulae. However, the lower limit (floor) of 10% and upper limit (cap) of 20% shall be applicable on the escalation rate. The calculated rate will be rounded to the closest 0.5%. for example, if the calculated $R_n=14.37\%$, a rate of 14.5% shall be used to calculate annual escalation.”

“**Concession Fee Commencement Date**” shall mean the 61st day in respect of all tendered sites i.e. at the expiry of the Gestation Period of 60 days, reckoned from

the Access date or a later date if notified by Authority. However in the event of concessionaire commencing commercial exploitation of the approved advertisement locations as a sample marketing exercise, the concession fee shall be charged on Pro Rata basis.

For any sample marketing during the gestation period the licensee has to obtain prior approval from AAI in writing before such display at approved location.

Further during the gestation period if the licensee displays its own name, contact number, email, website etc. to make awareness towards being authorized advertisement agency at the airport as a self-marketing promotion such display during gestation period will not attract any concession fee.

However this partial utilization of the Assigned Area during the Gestation Period as Sample Marketing would not shift or affect the formal Concession Fee Commencement date.

“Concession Fee Holiday Period” would mean a period whereby the Airport Operations are suspended for Security/Operational/Civil Unrest/ Natural Calamities or any other requirements. The “Concessionaire” defined herein would be entitled to proportionate rebate in the payment of concession fee.

“Concession Period” shall mean, a period of Five (05) years commencing from the Concession Fee Commencement Date, unless terminated earlier in accordance with the terms and conditions of the Concession Agreement.

“Concessioned Premises” would mean the premises where the advertising displays as per approved location layout plan are installed /positioned.

“Concession Year” shall mean each successive twelve months period during the concession term.

“Concessionaire” shall mean the Selected Bidder, who executes the Exclusive Advertisement Rights Concession Agreement with the Authority.

“Conflict of Interest” shall have the meaning as ascribed to the term in Clause 2.2.1(c).

“Consortium” shall mean a group of two or more entities, not exceeding three, coming together to submit a Proposal.

“Denial of Access to the Concessioned Premises” shall mean a situation whereby the concessionaire is continuously denied access to the concessional premises by Authority (Other than Security Requirements) on any grounds for more than 7 days (AAI Working Days), the entire period of denial of access would be construed as denial to conduct the concessional business and qualify for proportionate rebate of Concession Fee.

However such rebate would be permissible only if there is written document/communication by AAI towards such denial with reasons thereof.

“Displaced Location” shall mean an originally approved location ordered to be relocated at an Alternate location by Authority to meet its requirements. In such an event the Concessionaire would be entitled to a notice period of one month (30 days) and a Resurrection period of Thirty (30) days as already defined herein after the date of communication of approval of Alternate Location.

Further the agency has to submit the alternate location plan within 7 days of such notice and AAI will approve or suggest alternate sites within the 30 days of issue of notice. In case of non-agreement between the parties towards alternate location, the decision of AAI shall be final and binding upon the concessionaire. In such an event resurrection period would be deemed to be commenced from 31st day of notice. Such non-agreement will not attract any rebate other than permissible during resurrection period.

1.2.1 “A Bidder is required to deposit, along with its Proposal, an Earnest Money Deposit (EMD) equivalent to INR 1,02,839/- (Indian Rupees One Lakh Two Thousand Eight Hundred Thirty Nine only) to be remitted through online means process is attached in the last page of this NIT. The scanned copy of the proof for payment of EMD is to be uploaded by Bidder along with the Technical Proposal. No other mode of payment shall be acceptable. The refund and forfeiture of the EMDs shall be as per Clause 2.20 of the RFP-

“Electricity Charges” shall mean the charges for the actual usage of electricity at the rate as applicable and as may be notified by the Authority from time to time, payable by the Concessionaire to Authority or any other agency appointed by

Authority in this regard.

“Financial Proposal” shall mean the binding and final financial offer to be submitted by each Bidder online in the AAI E tender portal only. The quote in physical form as a document need not be submitted along with technical bid documents.

“Gestation Period” means the period commencing on the “Access Date” and expiring on the 60th day thereof.

“Government of India (GOI)” shall mean the Government of India and any agency, authority (including regulatory authority), department, inspectorate, ministry or statutory person (whether autonomous or not) under the control and direction of GOI.

“Governmental Authority” shall mean any government authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal or court or other law making body/ entity having or purporting to have jurisdiction on the parties to the Agreements, including the GOI or any other regulatory authority appointed by GOI having jurisdiction in relation to the subject matter of the Agreements under Applicable Law, the Bureau of Civil Aviation Security, the Central Industrial Security Force, and shall where appropriate include Authority.

“INR” shall mean Indian Rupee, being the lawful currency of Republic of India.

“Indoor Advertising Location” shall mean an approved advertising location which is situated inside of an operational passenger terminal.

“Interactivity” is the dialog that occurs between a human being (or possibly another live creature) and a computer program.

“Joint Bidding Agreement” shall have the meaning ascribed to the term in Clause 2.2.5(f).

“Lead Member” in respect of a Bidder where the Bidder is a Consortium, shall mean such entity, which is named and identified as such in the Proposal and as described in clause 2.2.5(c).

“Letter of Intent to Award” or “LOIA” shall mean the written communication issued by Authority to the Selected Bidder intimating the acceptance of its Financial

Proposal for award of the Advertisement Rights Concession in response to the RFP

“Location Layout Plan” shall mean the detailed location plan of positioning of advertisement displays in the Airport, its size and associated arrangements as submitted by the concessionaire based on its current business prospective and approved by Authority.(Authority will identify 1-2 places for product/promotional display inside terminal .For eg:car display) The concessionaire will have the option to seek rationalization of the originally approved location layout plan during the currency of the concession depending upon the dynamism and requirements of the market on yearly basis not exceeding 25% of the already approved lay out plan area.

“Location Layout Plan Approval Protocol” shall mean the methodology and limitations for approving the “Location Layout Plan” by Authority. However the Location Layout Plan submitted by the Concessionaire may be ordered to be altered/modified/substituted to suit the AAI requirements as expeditiously as possible but not later than **15 (FIFTEEN) working** days after the concessionaire has complied with the Authority directed alterations.However AAI decision shall be final and binding up on the concessionaire.

“Minimum Lock In Period” shall mean a period equivalent to 02 (Two) years of the Concession Term commencing on the Concession Fee Commencement Date. (Refer Clause 5.3.1).

“Month” shall mean a Gregorian calendar month and for all calculation purposes would be considered to constitute thirty (30) days.

“Nodal Office” would mean the Department of Commercial at airport of concession.

“Notice of Dissatisfaction” shall mean a written notice of thirty (30) days served in writing by Authority/Concessionaire on the other, specifically highlighting the instances which bring out specifically the deficient discharge of obligations (Events of default) as provided in the “Concession Agreement”and especially the instance (s) of Unsatisfactory Performance as defined herein.

“Notice of Termination of Concession Agreement”

Authority as well as the Concessionaire will have the option to terminate the Concession Agreement after expiry of Notice of Dissatisfaction period of thirty (30) days by giving a further Notice in writing of Notice of Termination of One Hundred and twenty (120) days at any time during the currency of the concession agreement.

However, Termination Notice period and Lock-in period may be co-terminus. However Authority will be entitled to issue such Notice of Termination of one hundred and twenty (120) days even during the Minimum Lock in Period also in the event of Unsatisfactory Performance only as defined herein, if the concessionaire has not made amends after expiry of thirty (30) days notice period of Notice of Dissatisfaction.

“Occupancy Status Report” would mean a report on the status of the physical percentage of Assigned Advertisement area which could be commercially sold by the concessionaire in a quarter of a Concession year. The Concessionaire would be under an obligation to submit such report to Authority on a Quarterly basis.

“Original Location” would mean the Advertisement Location as physically handed over as per the first approved Location Layout Plan.

Outdoor Advertisement Locations” shall mean an approved advertising location which is located outside the operational passenger terminal buildings.

“Outstanding Dues” shall have the meaning ascribed to the term in Clause 2.2.1(d).

“Passenger Data” shall mean the passenger data provided by Authority as per Appendix-II to this RFP.

“Passenger Terminal” shall mean, wherefrom the passenger movements are operated/handled by the Authority.

“Proposal” shall mean the Technical and Financial Proposal to be submitted by each Bidder pursuant to this Request for Proposal (RFP) in the forms provided hereto.

“Proposal Due Date” shall have the meaning ascribed to the term in Clause -2.14.

“Proposal Validity Period” shall have the meaning ascribed to the term in Clause-2.17 of this RFP.

“Qualified Bidder(s)” shall mean the Bidder(s) who, after evaluation of their Technical Proposal as per Clause-3.3.4, stand qualified and eligible for opening and evaluation of their Financial Proposals.

“Rationalization Rights” of the concessionaire shall mean that the Concessionaire can seek rationalization of the originally approved Location Layout Plan once in a

Year within the limitations of the Location Layout plan protocol subject to submission of a comprehensively revised Location Layout Plan after every such exercise. The concessionaire would be under obligation to co - operate and co - ordinate with Authority for undertaking a physical verification exercise in the first quarter of every concession year.

“Resurrection Period” shall mean a period of **Thirty (30) days** from the date of communication of approval of an Alternate Location in respect of a Displaced or Withdrawn Location and would be a Concession Fee Holiday Period on Proportionate basis in respect of the affected locations only.

“Request For Proposals or RFP” shall have the meaning ascribed to the term in Clause 1.2.1.

“Sample Marketing” shall mean putting to use for display of Advertisement/Brand Promotion of some of the Advertisement Area out of the Assigned Advertisement Area as per Approved Location Layout Plan by the Concessionaire during the Gestation period either to its prospective clients or for Self Branding as the case may be. (Refer Clause 5.15.3).

For any sample marketing during the gestation period the licensee has to obtain prior approval from AAI in writing before such display at approved location.

Further during the gestation period if the licensee displays its own name, contact number, email, website etc. to make awareness towards being authorized advertisement agency at the airport as a self-marketing promotion such display during gestation period will not attract any concession fee. However this partial utilization of the Assigned Area during the Gestation Period as Sample Marketing would not shift or affect the formal Concession Fee Commencement date.

“Security Deposit” shall mean, the interest free security deposit to be furnished and maintained by the Concessionaire to Authority, at all times during the Concession Term, in the manner as set out herein and in the Agreement.

“Selection Process” shall means the selection process detailed in Section 3 of the RFP.

“Selected Bidder” shall mean the first highest bidder who has quoted the highest amount for the Cluster after opening of the Financial Proposals and has been selected

by the Authority pursuant to the selection process detailed in Section 3 of the RFP.

“Service Area” shall mean any storage area/office space/back office etc. including a remote warehouse, located at the Airport to which Authority may allow access to the Concessionaire for implementing the Concession on payment of Space Rental ,Common Area Maintenance Charges, Electricity and Utility Charges as may be applicable from time to time during the currency of the Concession

“Space Rent” shall mean, with respect to a Terminal, the amount sonotified by the Authority as per the extant guidelines to this effect to be the

rent payable by the Airport Users for use of the Service Area within / outside such Terminal.

“Special Purpose Vehicle(SPV)” ” shall mean a company constituted by the Selected Bidder under the (Indian) Companies Act, 2013 for the purposeof executing the Concession Agreement with the Authority

"Taxes" means applicable national, local or foreign tax on gross income, gross receipts, sales, use, ad valorem, value-added, capital gains, transfer, withholding tax; duties of custom and excise, stamp duty or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest and any fines, penalties, additions to tax or additional amount with respect thereto and "Taxation" or "Tax" shall have a corresponding meaning.

“Technical Proposal” shall mean the technical proposal to be submitted by each Bidder as part of the Proposal in the forms specifically provided in compliance with this RFP.

“Threshold Eligibility Criteria” shall mean the minimum eligibility criteria as prescribed in Clause 2.2.2 hereof, to be satisfied by Bidder (in case of theConsortium, the Lead Member) and / or its Associates, to be eligible to be a Qualified Bidder in terms hereof.

“Unsatisfactory Performance” shall mean events of default under the license agreement and also include the continued failure of the Concessionaire to pay the Concession Fee resulting in Outstanding Dues exceeding fifty percent (50%) value of the Security Deposit maintained with Authority. Such a situation would entitle Authority to issue a Notice of Dissatisfaction as defined herein.

“Utility Charges” shall mean the charges for the usage of electricity, water, sewerage, data, voice communication and other analogous utilities at the Advertisement Area.

“Withdrawn Location” shall mean an originally approved location which has been caused to be withdrawn by Authority and for which Authority is not able to offer an Alternate Location within the limitations of Location Layout Approval Protocol. Such a withdrawal must precede a one month (30 days) notice and on expiry of the notice would qualify for proportionate concession fee holiday.

“Year” means a period of 12 Months.

5. Interpretation

(a) Reference to Clauses, Sections, or Annexure is reference to Clauses, Sections, Recitals and Annexure of this RFP.

(b) For the purpose of this RFP, where the context so admits, the singular shall be deemed to include the plural and vice-versa.

(c) Except where the context requires otherwise, references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time.

(d) The Appendix of this RFP shall form an integral part of the RFP and shall be read along with the RFP.

(e) The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this RFP.

(f) In case any date/day mentioned in this RFP happens to be a holiday in Authority, the next working day will be reckoned to be the date/day originally intended to be the date/day.

Chapter One (01)

INTRODUCTION

1. General Information

The Airports Authority of India (the “Authority”) is engaged in the development, operation and maintenance of airport in India. In order to maintain and upgrade the passenger facilities for the Airport Users, Authority intends to grant Advertisement Rights at the Shimla Airports (under Cluster Approach) including the passenger terminals and city side traffic circulation areas and approach roads by resorting to a competitive bidding process for selection of a Bidder to whom the Advertising Rights Concession may be awarded.

Brief particulars of the Concession are as follows:

Name of the Concession	Term of Concession	MRLF	Assigned Area for Advertising Concession	Type of Concession
“Exclusive Advertisement Rights” and cover all types of indoor and outdoor advertising/brand promotion media, such as Bill Boards, Gantries, Back Lit Static Displays, Stunners, Display Windows, Flag Posts, Traffic Signage’s, Digital/Laser Floor/Ceiling graphics, Product/Services Showcasing with or Without Human Interface, Vehicle & Refitted Vehicle Displays with or without Human Interface, Multiple Imaging, Electronic &	Five years	Rs 176.13 per sq.ft. per month	500 Sq.ft at Shimla Airport. (300 sqft inside and 200 Outside of terminal Building.)	On Payment of Monthly Concession Fee license fee shall be payable on for the advertisement area 500 Sq.ft at Shimla Airport.(300 sqft inside and 200 Outside of terminal Building.).Financial proposal offered by the bidders shall clearly indicate the RATE PER SQ.FT.

<p>Digital Displays (e.g. Video Wall & Close Circuit Flight Information Television), LCD/LED TV Displays Time & Temperature Displays, Ball Balloons, Shoe Shining Machines, Multi Screen Moving Displays, Conveyor Belt Advertisements, Pillar Wraps, Special Brand Promotion Drop Downs/ Banners/ Decorations on special events, Mobile/Laptop Chargers/ Sponsorship/Advertising on Security Trays, Queue Managers, Planters and any future advertising innovations etc. In brief all direct and surrogate activities concerning brand promotion of any company/organization/person or persons/ product/ service would encompass Advertising Rights”.</p> <p><i>However special exclusions notified by Authority in the RFP (Clause 5.2.5 Negative List) would not form part of this “Advertisement Rights”.</i></p>				only (instead of Monthly License Fee)
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1.1. “Concession Fee” (License Fee) would mean

license fee shall be payable for the advertisement area **500 Sq.ft** at Shimla Airport.(300 sqft inside and 200 Outside of terminal Building.).

The financial proposal offered by the bidders shall clearly indicate the RATE PER SQ.FT. only (instead of Monthly License Fee) with escalation clause as described below:

Nil escalation upto three years. Thereafter as per formula linked with CPI and Traffic Growth w.r.t. previous year Traffic data subject to a minimum of 10% and maximum 20%.

- (i) $R_n = (0.2 R_{n1} + 0.8 R_{n2}) * 100\%$
- (ii) $R_{n1} = (CPI_1 - CPI_0) / CPI_0$
- (iii) $R_{n2} = (Pax_1 - Pax_0) / Pax_0$

Details of Annual Escalation Formula:

(i) The following principles shall be followed while working out the escalation

- (a) The rates of recurring payments shall be escalated every year from the first day of the month from first billing date
- (b) The base date for working out such escalation shall be the first day post completion of gestation period

(ii) The escalation shall be worked out as per the formula given below:-

R_n: Escalated rate/Revised rate which shall be applicable in the year which is to follow after the completion of n years since the first day of the month after the Bid opening month.

R: Rate quoted by the licensee at the time of bid.

CPI₁: The monthly consumer price index (All India CPI- General Index (Urban) for Delhi center as issued by The Central Statistics office (CSO), Ministry of Statistics and programme Implementation (Govt. of India), latest series shall be applicable. The monthly index applicable shall be the annual average of CPI starting from 1 year prior to the date on which the escalation is being calculated to the last available CPII at the time of escalation of rate.

Pax₁: The annual passenger traffic for respective airports is issued by Airport Authority of India shall be applicable. The annual traffic date starting from 1 year prior to the date on which the escalation is being calculated shall be applicable

CPI₀: The monthly Consumer price index (ALL India CPI-General Index (Urban)

for Delhi central as issued by The Central Statistics Office (CSI), Ministry of Statistics and programme Implementation (Govt. of India), latest series shall be applicable. The monthly Index applicable shall be the annual average of CPI starting from 1 year prior to receipt of bid to the last available CPII at the time of receipt of bid.

Pax: The annual passenger traffic for respective airports as issued by Airports Authority OF India shall be applicable. The annual traffic data starting from 1 year prior to the date of receipt of bid shall be applicable.

iii) Rate of Escalation (R_n) will be calculated per annum as per sample calculation given below. However, for practical purpose R_n will be calculated from the last available CPII at the time of escalation of rate. No reduction in the applicable current rate shall however be allowed in case the revised rate falls below the rate existing at the time when escalation is calculated for rate. (i.e. if R_{n+1} is worked out less than R_n , the rate R_n will continue to be applicable).

iv) Rate of Escalation (R_n) will be calculated on the basis of the above mentioned formulae. However, the lower limit (floor) of 10% and upper limit (cap) of 20% shall be applicable on the escalation rate. The calculated rate will be rounded to the closest 0.5%. for example, if the calculated $R_n=14.37\%$, a rate of 14.5% shall be used to calculate annual escalation.”

1.3 RFP In Brief

1.3.1 This RFP is being issued for the determination of the Selected Bidder, who shall be granted the Concession as per the terms of the Concession Agreement.

1.3.2 This RFP sets out the requirements that must be satisfied by the Bidders in order to participate in the competitive Bidding Process and the selection process to determine the Selected Bidder to whom the Concession shall be granted.

1.3.3 The Concession Agreement sets forth the detailed terms and conditions for grant of the Concession to the Selected Bidder, including the scope of the Concessionaire's rights and obligations.

1.3.4 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of rights and obligations of the Selected Bidder set forth in the Concession Agreement or Authority's rights to amend, alter, change, supplement or clarify the scope of the Concession to be awarded pursuant to this RFP or the terms thereof or herein

contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give

effect to this intent, and no claims on that account shall be entertained by Authority.

1.3.5 The Bidding Documents include the draft Concession Agreement and any addenda issued subsequent to this RFP Document will be deemed to form part of the Bidding Documents.

1.3.6 Authority shall receive Proposals pursuant to this RFP in accordance with the terms set forth herewith and other documents which may be provided by Authority as modifications, alterations, amendments and clarifications from time to time by (collectively called the “**Bidding Documents**”). All Proposals shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.6 (the “**Proposal Due Date**”).

1.3.7 Authority, at its absolute discretion, reserves the right to modify any proposed terms and conditions set out in this RFP as deemed necessary by it, including but not limited to cancelling/ withdrawing the RFP, to meet its objectives and principles as set out in the RFP.

1.4 Sale of RFP Document

1.4.1 The RFP document may be purchased and processed on the NIC CPP portal (<https://etenders.gov.in/eprocure/app>). The portal can also be visited through the website of Authority (<http://www.aai.aero>), where a link as “E-Tender” has been provided on the Home page for this purpose. Prior to making a Proposal, the Bidder shall pay to the Authority a sum of Rs.5,000/- (Rupees Five Thousand only) as cost of the RFP document, which is non- refundable. The cost of RFP document is to be deposited through electronic payment mode such (as per attached in the last of This NIT. Any Bid, if not accompanied by the cost of RFP document shall be summarily rejected. Bidder has to submit the self attested proof of transaction/UTR No. along with the technical documents.

1.5 Validity of the Proposal

1.5.1 The Proposal shall be valid for a period of not less than 180 days, extendable by another 90 days, if so desired by the Authority, from the Proposal Due Date (the “PDD”).

1.6 Brief Description of Selection Process

1.6.1 The Authority has adopted a single stage selection process (the “**Selection Process**”) in evaluating the Proposals, comprising Technical and Financial Proposals to be submitted together through the online E-tendering website of the NIC CPPP Portal (<https://etenders.gov.in/eprocure/app>). After receipt of Proposals, a technical evaluation will be carried out as specified in Clause 3.3. Based on this technical evaluation, a short-list of Technically Qualified Bidders shall be prepared as specified in Clause

3.3.4. Thereafter, the evaluation of Financial Proposals submitted by only the Technically Qualified Bidders will be carried out as specified in Clause 3.4. Financial Proposals will finally be ranked and the Bidder proposing the highest Financial Proposal shall be selected for award of LOIA (the “**Selected Bidder**”). If the applicant / bidder quoting the highest financial proposal, withdraws his bids or does not sign the concession agreement for any reason, the Authority may, in its description, annul the Bidding Process and the highest bidders’ EMD will be forfeited and AAI reserve its right to debar for a period of two years.

1.6.2 The Authority reserves its right to grant the Concession to the Selected Bidder.

1.6.3 A Bidder is required to deposit, along with its Proposal, an Earnest Money Deposit (EMD) equivalent to INR 1,02,839/- (Indian Rupees One Lakh Two Thousand Eight Hundred Thirty Nine only) to be remitted through online means process is attached in the last page of this NIT. The scanned copy of the proof for payment of EMD is to be uploaded by Bidder along with the Technical Proposal. No other mode of payment shall be acceptable. The refund and forfeiture of the EMDs shall be as per Clause 2.20 of the RFP.

1.6.4 Any condition or qualification or any other stipulation by the Participating Bidder contained in the Proposal shall render the Proposal liable to rejection outrightly as a non-responsive Proposal.

1.6.5 Bidders are advised to examine **in** greater detail and to carry out such studies as may be required to be carried out by them for submitting their respective Proposals for award of the Concession including implementation thereof **at their** exclusive cost. **Authority would** extend all assistance in that respect.

1.7 Schedule of Selection Process

Sr. No.	Activity	Scheduled Dates and Time
1	Download of e-tender document from e-tender portal	From 08.04.2022 TO 28.04.2022 Up to 1700 Hrs.
2	Physical Inspection of Proposed to be Concessioned Premises by potential bidders with prior intimation to Authority	Any working Day(s) between 13.04.2022 to 20.04.2022 from 1100 Hrs. to 1600 Hrs. All necessary cooperation in this regard shall be extended by AAI to the prospective bidders.
3	Raising of queries by the applicant(s) / bidders in writing to AAI	By 25.04.2022 upto 1500 hours The queries should be submitted through Collaboration folder under AAI e tender portal only. Queries submitted through any other mode shall not be considered /entertained and will not be considered for answering.
4	Reply of queries by AAI	By 26.04.2022 (1700 hrs.) on the web portal.
5	Online submission of bids/proposal(s) (Technical as well as financial) on e-tender Portal	Upto 29.04.2022 by 1300 hrs.
6	Opening of technical bids/Proposal(s) (online only)	ON 29.04.2022 AT 1500 Hrs.
7	Opening of financial bids/Proposal(s) (online only)	Date & time of opening of financial bids shall be intimated separately / subsequently only to the technically qualified bidders.

1.8 Communications

1.8.1 Any queries or request for additional information concerning this RFP shall be

submitted only through the online NIC CPP Portal (<https://etenders.gov.in/eprocure/app>). No other form of communication (including electronic mails and letter mails) will be entertained or responded to. The communications shall clearly bear the following identification /title:

1.9 Post Award Contract Management – Airport Wise.

1.9.1 License Model

The concessionaire for the Exclusive Advertisement Rights shall be selected for a Cluster of Airports consisting Shimla Airport. This will ensure balancing revenues between the two airports and also optimize manpower alignment.

1.9.2 Selection Model

Bidding on MRLF (per sq.ft rate of Advertisement Display Area) amount. 100% weightage to financial bid (H1 Criteria).

1.8.3. The execution of the Concession Agreement, raising of bills will be done by respective airport.

Chapter Two (02)

INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Proposal

2.1.1 The Authority wishes to receive Proposals to short-list technically experienced and capable Bidders.

2.1.2 The Financial Proposals of Technically Qualified Bidders would be evaluated to select the Highest Bidder for implementing the Concession.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their short-listing hereunder, the following shall apply:

a) The Bidder may be a single entity, or a group of entities (the “**Consortium**”), coming together to implement the Concession. However, no entity submitting a Proposal individually or as a member of a Consortium, as the case may be, can be a member of another Bidder.

b) A Bidder may be a natural person, a legal entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in RFP.

c) A Bidder shall not have a conflict of interest that affects the Bidding Process and if found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this

disqualification shall not apply in

cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 20 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 20 per cent of the subscribed and paid up equity share capital thereof;

provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund, Airport Authority of India or a public financial institution referred to in the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows

(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(iv) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or

(v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others’ information about,

or to influence the Proposal of either or each other; or

(vi) such Bidder, or any Associate thereof has participated as a consultant to Authority in the preparation of any documents, design or technical specifications of the Concession.

(d) A Bidder shall be liable for disqualification for submission of its Proposal on the Proposal Due Date if such Bidder or its Associate(s) have any amounts including interest outstanding and payable to Authority (the “**Outstanding Dues**”) in respect of Commercial licenses held at airports fully controlled and operated by AAI as on the date of publication of RFP. The existing commercial concessionaires of Authority intending to participate in response to this RFP should have “NIL” Undisputed Outstanding Dues at all the Units of Authority where the participating party’s having current /past Concessions up to previous month excluding the month of publication of this RFP.

The term “as up to previous month excluding the month of publication of the RFP/Fresh Tender” would mean as follows:

For Example if the RFP/Tender is published on any date in the month of Dec 2021 the participating existing concessionaire of Authority would need to ensure “Nil” Outstanding balance in respect of Undisputed Amounts as up to the month of Nov 2021.

However the disputed amounts which are referred for Conciliation/Arbitration shall not be considered as Outstanding Dues provided the bidder has furnished an additional Bank Guarantee equivalent to 50% of the value of the disputed amounts in addition to the contract directed Security Deposit already available with Authority. The Contract directed and additional bank guarantees will have to be kept valid till the expiry of the contract/finalization of the Conciliation/Arbitration process respectively.

Provided further, that In the event of an order from a Judicial Court/Arbital Tribunal staying/withholding the realization of certain dues the adherence to the above conditions will be exempted and regulated in accordance with those orders.

In this respect, the Bidder shall produce and submit a No Outstanding Dues Certificate from the Authority with the Proposal. The Applicant should also submit the details of contracts held (Current and Past), if any, at all AAI controlled airports, in the format as set forth in **Annexure-4 of Form-I**. The decision of the Authority in

respect of Outstanding Dues shall be final and binding on the Bidder.

(e) A Bidder shall be liable for disqualification, if any legal, financial or technical adviser of the Authority in relation to the Concession is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Concession. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of execution of the Concession Agreement.

(f) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of bidding, would not be eligible to submit a proposal, either individually or as member of a Consortium.

2.2.2 To be eligible for being a Selected Bidder, a Bidder shall fulfil the following conditions of eligibility ("**Threshold Eligibility Criteria**"):

(A) Technical Capacity: For demonstrating technical capacity and experience ("Technical Capacity") the Bidder shall satisfy each of the following criteria, as on the date of issue of RFP:-

(i) **The bidder (in case of consortium the Lead Member) must have Minimum three (03) years' experience in the last five (05) financial years (April-March) as an advertisement rights concessionaire at an airport/mass transit systems i.e. metro rails/ railway**

establishment under Indian railways, Shopping mall, City Municipal Corporations etc.

(ii) There is no pending, active, or previous legal action that prevents the Applicant from submitting the Bid, executing the Concession Agreement or fulfilling the conditions of the Concession.

The Above information must be supported with the following Declarations/Documentary Evidence /Certificate from the Chartered accountant of the Bidders:

(i) The Bidder/Lead member must file a Self-Declaration indicating the three years out of the preceding five financial years in respect of which it intends to claim Technical eligibility in accordance with Clause 2.2.2 (A) (i) of the RFP.

(ii) The Bidder/Lead Member must submit Self Attested Scanned Copies of Award Letters from the respective Principals on the strength of which it intends to claim Technical eligibility in accordance with Clause 2.2.2 (A) (i) of the RFP;

The Bidder must submit a certificate from its Chartered accountant clearly certifying the percentage of Gross Sales Turnover achieved during each of the preceding five financial years from business in respect of which the Technical Experience is being Claimed and other businesses so as to enable Authority to evaluate whether the bidder/lead member has satisfied the condition laid down at Clause 2.2.2 B (I) (a) and (b) of this RFP.

(iii) In case of a Consortium, separate sheets are to be furnished in respect of each Member of the Consortium

(B) Financial Capacity: For demonstrating financial capacity the Bidder shall satisfy the following criteria:-

(I) Turnover Criteria:

(a) A participating bidder would be deemed to have met the threshold eligibility criteria norms in respect of Financial

Capacity (Turnover Criteria), if it has achieved an annual gross turnover of Rs.10,56,780/- i.e. equivalent to or more than the value of annual Minimum Reserve License Fee (Rate/Sq.ft/pm X Total Tender Area X 12) in three of the previous Five years for which the experience is claimed by the agency.

(b) Provided further that at least fifty percent (50%) of the qualifying turnover as claimed at (a) above must pertain to the business, on the strength of which the technical capacity eligibility is being claimed.

(c) The turnover details being submitted as specified at (a) and (b) above must be duly certified by the Chartered Accountant of the participating bidder or the lead member in case of a consortium.

II. Outstanding Dues Criteria:

In order to meet the Financial Capacity eligibility condition, if the bidder is an existing licensee of AAI, it should be meeting the criteria outlined at Clause 2.2.1 (d) above as a response to this RFP and submit scanned self attested copies of the latest and relevant Outstanding Dues Certificates with the Technical Proposal.

2.2.3 The Bidders shall enclose with its Proposal, to be submitted as per the format at **Form-I**, complete with its Annexures, the Certificate(s) from its Chartered Accountant or the concerned Principals stating the number of years of experience in operating the Advertising Business as specified at [Clause 2.2.2 (A) I] above.

2.2.4 The Bidder should submit a Power of Attorney as per the format at **Form-III**, authorizing the signatory of the Proposal to commit the Bidder (or to submit the bid). Additionally, in the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at **Form-IV**.

2.2.5 In case the Bidder is a Consortium, it shall, comply with the following additional requirements:

- (a) Number of members in a consortium shall not exceed three (03);
- (b) Subject to the provisions of sub-clause (a) above, the Proposal should contain the information required for each member of the Consortium;
- (c) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”). The nomination(s) shall be supported by a Power of Attorney, as per the format at **Form-III**, signed by all the other members of the Consortium.
- (d) An individual Bidder cannot at the same time be member of a Consortium applying for the Concession. Further, a member of a particular bidding Consortium cannot be member of any other bidding Consortium applying for the Concession;
- (e) Members of the Consortium shall enter into a substantially binding Joint Bidding Agreement, in the form specified at **Form- V** (the “**Joint Bidding Agreement**”), for the purpose of submitting a Proposal for the Concession. The Joint Bidding Agreement, to be submitted along with the Proposal, shall, *inter alia*:
 - (i) Convey the intent to perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession is awarded to the Consortium; and

(ii) Include a statement to the effect that all members of the Consortium (who submitted the Proposal) shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Concession in accordance with the Concession Agreement.

(iii) Except as provided under this RFP, and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.3 General Terms of Bidding

2.3.1 No Bidder shall submit more than one Proposal for the Concession.

2.3.2 Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient.

2.3.3 Information supplied by a Bidder (or other constituent Member if the Bidder is Consortium) must apply to the Bidder or, Member named in the Proposal and not, unless specifically requested, to other associated companies or firms.

2.3.4 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.

2.3.5 The documents including this RFP, and all attached documents, provided by Authority, are and shall remain or become the property of Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Proposal in accordance with terms hereunder. 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 Proposal. The provisions of this Clause 2.3.5 shall also apply *mutatis mutandis* to Proposals and all other documents submitted by the Bidders, and Authority will not return to the Bidders any Proposal, document or any information provided along therewith.

2.3.6 Financial Proposal” shall mean the binding and final financial offer to be submitted by each Bidder online through **NIC CPPP Portal**. The quote in physical form as a document need not be submitted along with technical bid documents. For the purposes of evaluation of the Financial Proposals and deciding the Selected Bidder, the financial quote offered to the Authority in the First Concession Year shall be the sole parameter for identification of the Highest Bidder.

2.3.7 A Bidder including any Consortium Member or Associate 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, Consortium Member or Associate thereof, as the case may be, nor has 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, member of a Consortium or Associate thereof.

2.3.8 This RFP is not transferable.

2.3.9 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.4 Change in composition of the Consortium

Change in the composition of a Consortium will not be permitted by the Authority during the currency of concession.

2.5 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Bidders are encouraged (or advised) to submit their respective Proposals after fully familiarizing the Airport Environment and the Advertisement Opportunity available and ascertaining for themselves the actual on ground conditions, passenger volumes, location, surroundings, availability of power, water and other utilities, access to the proposed Concession premises, handling and storage of materials, weather data, applicable laws and regulations specially the BCAS and Security Agencies requirements, and any other matter considered relevant by them. 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 and information contained in this RFP.

2.7 Acknowledgement by the Bidder

2.7.1 It shall be deemed that by submitting a Proposal, the Bidder has:

- (a)** Made a complete and careful examination of the RFP and Bidding documents;
- (b)** Received all relevant information requested from the Authority;
- (c)** Accepted the risk of inadequacy, error or mistake in the information provided in the RFP and Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6 above; and
- (d)** Satisfied itself about all matters, things and information including matters referred to in Clause 2.6 hereinabove necessary and required for submitting an informed Proposal, execution of the Concession in accordance with the RFP and Bidding Documents and performance of all of its obligations there under.
- (e)** Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP and Bidding Documents or ignorance of any of the matters referred to in Clause 2.6 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 Authority, or a ground for termination of the Concession Agreement by the Selected Bidder;
- (f)** Acknowledged & represented that it does not have a Conflict of Interest; and
- (g)** Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.7.2 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 the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to accept and reject any or all Proposals

2.8.1 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 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 Authority shall not relieve the

Bidder of its obligations or liabilities hereunder nor will it affect any rights of Authority there under.

2.8.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2.8.3 Authority reserves the right to reject any Proposal and blacklisting the agency if:

(a) At any time, a material misrepresentation is made or uncovered, or

(b) The Bidder does not provide, within the time specified by Authority, the supplemental information/documents sought by the Authority for evaluation of the Proposal.

If such disqualification/ rejection occurs after the Proposals have been opened and the Highest Bidder gets disqualified/rejected, the Authority reserves the right to take any such measure as may be deemed fit in its sole discretion, including annulment of the Bidding Process.

If the Bidder is a Consortium, then the entire Consortium may be disqualified / rejected.

2.8.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, **that one or more of the eligibility 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 Concessionaire either by issue of the LOIA or entering into of the Concession Agreement, and if the Selected Bidder

has already been issued the LOIA or has entered into the Concession 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 Authority to the Selected Bidder. In such an event, Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit or terminate the Concession Agreement as the case may be, as Damages, without prejudice to any other right or remedy that may be available to Authority under RFP, the Bidding Documents, and/ or the Concession Agreement or under applicable law.

2.8.5 The Selected Bidder shall procure all applicable permits & security clearances under applicable laws, within Gestation Period or as extended by the Authority.

2.8.6 It is the responsibility of the Selected bidder to obtain all applicable clearances/ permits from the respective authorities within the time allowed by the Authority.

B. Forms and Clarifications

2.9 Contents of the Forms/Annexures/Appendixes

- (1)** Form – I Format for Proposal
- (1.1)** Annexure – 1 Details of Bidder
 - (1.2)** Annexure – 2 Technical Capacity and Financial Capacity of Bidder
 - (1.3)** Annexure – 3 Certificate of Chartered Accountant
 - (1.4)** Annexure – 4 Outstanding Dues Certificate
 - (1.5)** Annexure – 5 Format of Outstanding Dues
- (2)** Form – II Statement of Legal Capacity
- (3)** Form – III Format for Power of Attorney for signing of proposal
- (4)** Form – IV Format for Power of Attorney for lead Member of Consortium
- (5)** Form – V Format for Joint Bidding Agreement for Consortium
- (6)** Form – VI Format of Affidavit
- (7)** Form – VII Format of Integrity Pact
- (8)** Form – VIII Check List of Submissions
- (9)** Appendix – I Format of Financial Proposal
- (10)** Appendix – II Passenger Data
- (11)** Appendix – III Draft Concession Agreement

2.10 Clarifications

2.10.1 Bidders requiring any clarification on the RFP may notify the Authority in accordance with Clause 1.7.1. They should send in their queries through NIC CPPP Portal. No other form of communication will be accepted. The queries should be uploaded before the date specified in the schedule of Selection Process contained in Clause 1.6. The Authority shall endeavor to respond to the queries within the period specified therein. The responses will be uploaded on the NIC CPPP Portal pertaining to the said RFP.

2.10.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.10.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through the e-procurement portal. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.11 Amendment of RFP

2.11.1 At any time prior to the Proposal Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.11.2 Any Addendum thus issued will only be posted on NIC CPP Portal pertaining to the said RFP

2.11.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal and all related correspondence and documents in relation to the Bidding Process shall be in Hindi/English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant/Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail. Documents submitted don't require any translation.

2.13 Format and Submission of Proposal

2.13.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and/or conditional Proposals shall be liable to rejection.

2.13.2. All proposals should be submitted only through the online NIC CPP Portal. The portal can also be visited from the website of Authority (<http://www.aai.aero>), where a link as "E-Tender" has been provided on the Home page for this purpose. Hard copies will not be entertained under any circumstances.

2.13.3. The Bidder shall submit the Technical Proposal in the format specified at **Form-I**, together with the documents specified in Clause 2.13.5.

2.13.4 The Technical Proposal shall not include any financial offer.

2.13.5 The Technical Proposal shall contain:

- (i) Index of Submissions
- (ii) Proposal in the prescribed format **(Form-I)** along with Annexures and supporting documents;
 - (a) Annexure 1 – Details of Bidder
 - (b) Annexure 2 – Technical and Financial Capacity of The Bidder
 - (c) Annexure 3 – Certificate from Chartered Accountant
 - (d) Annexure 4 – Details of Outstanding Dues

(e) Annexure 5 – Outstanding Dues Certificate

- (iii) Statement of Legal Capacity as per format at Form-II duly notarized;
- (iv) Power of Attorney for signing the Proposal as per the format at
- (v) Form -III; duly notarized;
- (vi) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Form -IV; duly notarized;
- (vii) Copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Form -V; duly notarized;
- (viii) Affidavit as per Form-VI, duly notarized;
- (ix) Integrity Pact as per format at Form-VII, duly notarized;
- (x) Documents of Incorporation (in case of a Consortium, for all Members), duly notarized;
- (xi) Copy of PAN Card, Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed (in case of Consortium, for all Members);
- (xii) Audited Balance Sheet and Profit and Loss Account for last Five financial years (in case of a Consortium, for Lead Member);
- (xiii) Self Attested Copy of proof of payment of Earnest Money Deposit,
- (xiv) Self Attested Copy of proof of payment of Tender Cost;
- (xv) Check-list of Submissions Form-VIII.

The Bidders are advised to arrange the submissions/documents in the above order. Each page of Technical Proposal is to be serially numbered, signed and stamped by the Authorized Signatory of the Bidder.

2.13.6 The Technical Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink and stamp all pages. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.

2.13.7 The Digital Copy of Technical Proposals shall be submitted through the online

NIC CPP Portal. The portal can also be visited from the website of Authority (<http://www.aai.aero>), where a link as “E-Tender” has been provided on the Home page for the purpose.

2.13.8 Submission of Proposals (Technical and Financial Proposal) through Online Procurement portal is mandatory. Bidders are advised to submit the Proposals through online portal well in advance to avoid network problems. Authority will not be responsible for any inability for submission of Proposals before the Proposal Due Date due to technical problems/network errors.

2.13.9 The Financial Proposal” shall mean the binding and final financial offer to be submitted by each Bidder online in the NIC CPP portal only. The quote in physical form as a document need not be submitted along with technical bid documents.

2.13.10 While preparing the Financial Bid, Bidders should ensure the following condition is satisfied:

The minimum rate per Square Feet per month for the First Concession Year shall be no less than INR 98 (MRLF Per Square Feet Per Month).

The currency of Financial Bid shall be Indian Rupees. No Bids shall be submitted in a currency other than Indian Rupee (INR).

2.13.11 The Technical Proposal and Financial Proposal shall be prepared and submitted through the online portal. Proposals submitted by hand, post, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.14 Proposal Due Date

2.14.1 Proposals (Technical Proposals and Financial Proposals) should be submitted as per schedule of selection process as ascribed in Clause 1.6.

2.14.2 Authority may, in its sole discretion, extend the Proposal Due Date uniformly for all Bidders by issuing an Addendum in accordance with Clause 2.11.

2.15 Late Proposals

The Online Procurement Portal of the Authority shall not accept proposals, after the

specified time on the Proposal Due Date and shall be summarily rejected.

2.16 Modifications/ substitution/withdrawal of Proposals

2.16.1 The Bidder may withdraw its Proposal after submission, prior to the Proposal Due Date.

2.16.2 The withdrawal notice shall be prepared and submitted through the online NIC CPP Portal.

2.16.3 Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.17 Validity of Proposals

The Proposals shall be valid for a period of not less than 180 (one hundred and twenty) days, extendable by another 90 days, if so desired by the Authority, from the Proposal Due Date (the “PDD”).

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising Authority in relation to or matters arising out of, or concerning the Bidding Process. Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and / or Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Proposal.

D. EARNEST MONEY DEPOSIT

2.20 Earnest Money Deposit (EMD)

2.20.1 A Bidder is required to deposit, along with its Proposal, an Earnest Money Deposit (EMD) equivalent to INR 1,02,839/- (Indian Rupees One Lakh Two Thousand Eight Hundred Thirty Nine only) to be remitted through online means process is attached in the last page of this NIT. The scanned copy of the proof for payment of EMD is to be uploaded by Bidder along with the Technical Proposal. No other mode of payment shall be acceptable. The refund and forfeiture of the EMDs shall be as per Clause 2.20 of the RFP-

2.20.2 Authority shall not be liable to pay any interest on the Earnest Money Deposit so furnished and the same shall be interest free.

2.20.3 Any Proposal not accompanied by the Earnest Money Deposit shall be summarily rejected by Authority as non-responsive.

2.20.4 Save and except as provided in Clause 2.20.6, the Earnest Money Deposit of unsuccessful Bidders, will be returned by Authority, without any interest, as promptly as possible on acceptance of the Proposal

of the Selected Bidder or when the Bidding process is cancelled by Authority, and in any case within 180 (one hundred and eighty) days from the Proposal Due Date.

2.20.5 . The Selected Bidder's Earnest Money Deposit will be returned, without any interest, upon the Selected Bidder's signing the Concession Agreement and furnishing the Security Deposit in accordance with the provisions thereof.

2.20.6 Authority shall be entitled to forfeit and appropriate the Earnest Money Deposit as Damages inter alia in any of the events specified in Clause

2.20.7 herein below. The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged and confirmed that Authority will suffer loss and damage on account of withdrawal of its Proposal or for any other default by the Bidder during the period of Proposal validity as specified in this RFP. No relaxation of any kind on Earnest Money Deposit shall be given to any Bidder.

2.20.7 The agency shall be blacklisted as Damages without prejudice to any other right or remedy that may be available to Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:

(a) If the Bidder engages in a corrupt practice, fraudulent practice, coercive

practice, undesirable practice or restrictive practice as specified in Section 6 of this RFP;

(b) If a Bidder withdraws its Proposal during the period of Proposal Validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and Authority;

(c) In the case of Selected Bidder, if it fails within the specified timelimit:

- (i) to sign and return the duplicate copy of LOIA; or
 - (ii) to furnish the Security Deposit within the period prescribed there for in the LOIA; or
 - (iii) to sign the Integrity Pact; or
 - (iv) to sign the Concession Agreement; or
 - (v) to furnish the Corporate Guarantee
 - (vi) Submits false information in the Technical proposal.
-

Chapter Three (03)

EVALUATION OF PROPOSALS

3.1 Opening and Evaluation of Technical Proposals

3.1.1 Authority shall open the Technical Proposals as per schedule of selection process as ascribed at Clause 1.6 and in the presence of the Bidders who choose to be present.

3.1.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

3.1.3 Authority will subsequently examine and evaluate the Technical Proposals in accordance with the provisions set out in this Section 3.

3.1.4 Any information contained in the Technical Proposals shall not in any way be construed as binding on Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Concession is subsequently awarded to it on the basis of such information.

3.1.5 Authority reserves the right not to proceed with the Selection Process at any time without notice or liability and reserves the right to reject any or all Proposal(s) without assigning any reasons.

3.1.6 To facilitate evaluation of Technical Proposals, Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

3.1.7 Prior to evaluation of Technical Proposals, Authority shall determine whether each Proposal is accompanied by Earnest Money Deposit in the form and manner as specified in this RFP. A Proposal not accompanied by the Earnest Money Deposit shall be summarily rejected by Authority and would not be taken up for further evaluation.

3.2 Preliminary Scrutiny

3.2.1 Prior to evaluation of the documents contained in the Technical Proposal, Authority shall determine whether each Technical Proposal is responsive to the

requirements set out in this RFP. A Proposal shall be considered responsive only if:

- (i) It is accompanied by a Letter of Transmittal as per format in Form-I.
- (ii) It is accompanied by the Integrity Pact in the format specified in Form-VII. [Agency shall execute integrity pact with Authority if applicable as per existing guidelines / threshold limits of AAI].
- (iii) It contains a self-attested copy of the receipt for payment of Rs.5,000/- (Rupees Five Thousand only) to Authority towards the cost of RFP document.
- (iv) It contains a self-attested copy of the receipt for payment of Rs.1.02,839/- (Rupees One Lakh Two Thousand Eight Hundred Thirty Nine only) to Authority towards the Earnest Money Deposit.

3.2.2 Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposals.

3.3 Evaluation of Technical Proposals

3.3.1 During this stage, Authority shall determine whether each Technical Proposal is in compliance with the requirements of the RFP. A Technical Proposal shall be considered to be in compliance with the requirement of the RFP only if:

- (i) The Bidder satisfies the Threshold Eligibility Criteria, as set forth Clause 2.2.2 along with clause 2.2.1
- (ii) It contains all the information and documents in support as requested in this RFP.

3.3.2 Such Technical Proposals which are not in compliance with the requirements of the RFP shall be rejected forthwith and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposals(s).

3.3.3 Authority reserves the right to seek clarifications or additional information / documents from any Bidder regarding its Proposal. Such clarification(s) for additional information / document(s) shall be provided within the time specified by Authority for the purpose. Any request and response thereto shall be in writing. If the Bidder

does not furnish the clarification(s) or additional information / document(s) within the prescribed time, the Proposal shall be liable to be rejected. In case the Proposal is not rejected, Authority may proceed to evaluate the Proposal by construing the particulars requiring the clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of Authority.

3.3.4 After the evaluation of Technical Proposals, Authority would announce a short-list of Bidders (“Qualified Bidders”), whose Technical Proposals have been found to be responsive and in compliance with the requirements of the RFP. The Qualified Bidders are eligible for further evaluation of their Financial Proposals. The Financial Proposals of such Bidders whose Technical Proposal has been found to be not in compliance with the requirements of RFP will be rejected.

3.4 Evaluation of Financial Proposals

3.4.1 The Financial Proposals of Qualified Bidders would be opened. Authority would notify the Qualified Bidders of the date & time for opening the Financial Proposals to be intimated through NIC CPP Portal. The Financial Proposals would be opened in the presence of the Qualified Bidders who choose to be present.

3.4.2 Financial Proposal shall mean the binding and final financial offer to be submitted by each Bidder online through NIC CPPP Portal. The quote in physical form as a document need not be submitted along with technical bid documents. For the purposes of evaluation of the Financial Proposals and deciding the Selected Bidder, the financial quote offered to the Authority in the First Concession Year shall be the sole parameter for identification of the Highest Bidder.

3.4.3 For the purposes of evaluation, decimal points up to two places shall only be considered.

3.4.4 In the event that the Financial Proposal of two or more Bidders are found to be the same and is the highest (the “Tie Bidders”), Authority shall invite fresh Financial Proposals from such Tie Bidders and shall identify the Selected Bidder from amongst such Tie Bidders. Provided that the revised Financial Proposals of such Tie Bidders, shall be no less favorable to Authority than their respective original Proposals.

3.4.5 After selection, a Letter of Intent to Award (the “LOIA”) shall be issued, in duplicate, by Authority to the Selected Bidder. The Selected Bidder shall, within 7 (seven) working days of the receipt of the LOIA, sign and return the duplicate copy of the LOIA in acknowledgement thereof. In the event the duplicate copy of the

LOIA duly signed by the Selected Bidder is not received by the stipulated date, Authority may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit (EMD) of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOIA.

3.4.6 After acknowledgement of the LOIA as aforesaid by the Selected Bidder, it shall fulfill the conditions set forth in Clause 4.2 hereof and shall execute the Concession Agreement within the period prescribed in LOIA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the draft Concession Agreement forming part of this RFP as Appendix III.

3.5 Contacts during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time Authority makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, Authority and/ or their employees/ representatives on matters related to the Proposals under consideration.

Chapter Four (04)

AWARD OF CONCESSION

4.1 Issue of Letter of Intent to Award

Authority will issue a Letter of Intent to Award to the Selected Bidder pursuant to the conclusion of the evaluation process as contemplated in Section 3. The Letter of Intent to Award will be handed to the Selected Bidder or posted to the Selected Bidder's address as given in the Proposal and such handing or posting shall be deemed to be good service of such a communication.

4.2 Conditions of Award

4.2.1 The Selected Bidder would be permitted a Business Incubation Period of sixty (60) days from the date of issue of the Letter of Intent to Award. The Selected Bidder shall fulfill all the conditions specified in the Letter of Intent to Award to the satisfaction of Authority (unless any of the conditions are waived in writing by Authority) in this Business Incubation Period of sixty (60) days including the following:

- (i) The Selected Bidder shall submit the Security Deposit in the form and manner as specified in Clause 5.7 hereof;
- (ii) The Selected Bidder shall procure all Applicable Permits under Applicable Laws which are required to execute and perform the Agreement and submit copies thereof to Authority. The Selected Bidder shall procure all Applicable Permits under Applicable Laws which are required to execute and perform the Agreement and submit copies thereof to Authority.

In case of consortium the agreement has to be executed between SPV and AAI.

Regarding SPV the following Provisions shall apply:

In case the Bidder is a Consortium, it shall comply with the following additional requirements:

- (a) Number of members in a consortium shall not exceed 3 (three);
- (b) Subject to the provisions of sub-clause (a) above, the Proposal should contain the information required for each member of the Consortium;
- (c) the members of the Consortium shall form an appropriate Special Purpose

Vehicle (the “SPV”), incorporated under the Companies Act 2013 to execute the Concession, if awarded to the Consortium;

(d) members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share holding of at least 51% (fifty one per cent) of the paid up and subscribed equity of the SPV throughout the Concession Term. The nomination(s) shall be supported by a Power of Attorney, as per the format at Form-III, signed by all the other members of the Consortium.

(e) An individual Bidder cannot at the same time be member of a Consortium applying for the Concession. Further, a member of a particular bidding Consortium cannot be member of any other bidding Consortium applying for the Concession;

(f) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at **Form-V** (the “**Jt. Bidding Agreement**”), for the purpose of submitting a Proposal for the Concession. The Jt. Bidding Agreement, to be submitted along with the Proposal, shall, *inter alia*:

- (i) convey the intent to form an SPV with shareholding/ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession is awarded to the Consortium;
- (ii) commit the minimum equity stake to be held by each member;
- (iii) commit that the Lead Member, whose eligibility experience will be evaluated for the purpose of this RFP, shall subscribe to 51% (fifty one per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that such Lead Member shall, for the entire term of the Concession, hold equity share capital not less than 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV;
- (iv) members of the Consortium undertake that, subject to the provisions of sub-clause (f) (iii) above, they shall collectively hold 100% (one hundred percent) of the subscribed and paid up equity of the SPV at least at all times until the third anniversary of the Rent Commencement Date of the Concession; and
- (v) Include a statement to the effect that all members of the Consortium (who submitted the Proposal) shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Concession in accordance with the Concession Agreement; and

- (g) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.
- (i) The Selected Bidder(s) shall be under obligation to obtain the final approval of the detailed Location Layout Plan of the Advertisement Displays after incorporation of observations of Authority within the limitations of Location Layout Plan Approval Protocol under any circumstances before the Access date.
 - (ii) The Selected Bidder (and where the Selected Bidder is a Consortium, the SPV) shall provide Authority with the updated shareholding pattern of the Selected Bidder/SPV, as on the date of execution of the Concession Agreement;
 - (iii) The Selected Bidder (where the selected bidder is a consortium, the SPV) shall execute the Integrity Pact as per the Draft Integrity Pact forming part of the RFP as Form VII.
 - (iv) The Selected Bidder shall certify to Authority that apart from the authorizations and approvals provided to Authority there are no further approvals or consents (whether statutory or contractual) required by the Selected Bidder to execute the Concession Agreement.
 - (v) The Selected Bidder (where the selected bidder is a consortium, the SPV) shall execute the Concession Agreement as per the Draft Concession Agreement forming part of this RFP as Appendix III).

4.3 Without prejudice and in addition to the rights of Authority to invoke the Earnest Money Deposit (EMD) as provided elsewhere in the RFP, the Earnest Money Deposit (EMD) shall be liable to be forfeited and appropriated by Authority in case of failure of a Selected Bidder to fulfill any of the Conditions of Award within the stipulated time and in accordance with the manner prescribed therefore in this RFP and/or the Letter of Intent to Award.

4.4 Upon forfeiture by Authority of the Earnest Money Deposit (EMD) as above, Authority shall have the right to cancel/ revoke the Letter of Intent to Award and immediately upon issuance of notice intimating such cancellation/ revocation, to select such other Bidder(s) as may be deemed fit by Authority and /or deal with the Concession as it may deem fit in its sole and absolute discretion.

4.5 Authority, in its sole discretion, reserves its right to extend the timelines referred to in this Section 4.

Chapter Five (05)
THE CONCESSION AND THE CONCESSIONAIRE

5.1 Concessionaire

5.1.1 The obligations and duties of the Concessionaire are as prescribed in the RFP and the Concession Agreement.

5.1.2 The Selected Bidder within seven (07) days after accepting the LOIA shall submit a detailed Draft Location Layout Plan indicating specific locations, sizes, type of medium, fixing and hoisting arrangements, material specifications, illumination requirements etc. for consideration of Authority. It is further provided that the Revised Location Layout Plan after incorporating the observations of Authority which would be communicated within seven days of submission of Draft Location Layout Plan would need to be submitted back within seven (07) days of receipt of observations of Authority for final approval within the limitations of the Location Layout Plan Approval Protocol. On receipt of the Revised Location Layout Plan the Authority would approve the same at its earliest but in any case not later than the sixty (60) days from the date of LOIA within the business incubation period/access date.

5.1.3 To ensure equitable distribution of advertising through the airport, the APD may provide minimum advertisement area distribution guidance at their respective airports. (for e.g. SHA, Arrival, Departure etc.).

5.2 Scope of the Concession

5.2.1 The Concessionaire shall use the Advertising Locations within the Scope of Advertising Rights Concession defined in this RFP during the Concession Term. The Concessionaire shall ensure that the concept of execution of the Advertisement Rights Concession is in line with the international standards and the image envisaged for the Airport by Authority.

5.2.2 The approved Advertisement Locations as per approved Location Layout Plan would be physically handed over to the Concessionaire on “as is where is” basis and Authority shall not be responsible for its renovation, maintenance and up-keep from the Access Date.

5.2.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

5.2.4 In order to clearly define the scope of Advertising Rights Concession an indicative list of the advertising media to be given under this RFP are set-out as follows :

The scope of advertisement shall be as per clause 1.1.1 of RFP which is at best an indicative guideline and is neither intended to suggest nor restrain the use of any form of Advertising Medium while formulating the business model/ Location Layout Plans by the Potential bidders.

5.2.5 The request for branding/display area by Central/State Govt. Departments to be considered as per existing RFP guidelines in respect of Exclusive Advertisement Rights, which states that the advertisement area would be in addition and will not at any time exceed five percent (05%) of the total advertisement area available at the airport.

5.2.6 The negative list of advertisement media not covered under this RFP are set-out as follows:

- Advertisement on Passenger Baggage Trolleys.
- Sponsored development of Horticulture and Outdoor Landscaping indicating name & logo of sponsoring agency within the limitation of Authority's Policy in the matter.
- Sponsored Pay & Use Toilets and Advertisements there on (as per area specified by Authority)
- Government sponsored Social Advertisement (*Swatch Bharath Mission etc.*) with no commercial motives on the Advertisement Display Locations under Airport Branding Area.
- Welcome desk/Reception counter
- Mobile/WI-Fi as a medium for any kind of advertisement/interactivity with Airport
- Any advertisement sites/media which is not possible to be permitted due to mandatory/statutory/operational constraints.
- Duly authorized display of the bonafied licensees of the Airport.

5.3 Term of Concession

5.3.1 The Concession is proposed to be granted for 05 (Five) years. The Concessionaire will have to operate the Concession for a minimum Lock in Period which would not be less than two years. In the event of Concessionaire deciding to exit the Concession Agreement at the end of the Minimum Lock-in period it would need to issue the Notice of Dissatisfaction and Notice of Termination in such a manner so that the expiry of the Notice Period synchronizes with the expiry date of the Minimum Lock-in Period. The option of moving out of the Concession Agreement prior to expiry of the Minimum Lock-in Period is not available to the Concessionaire. However in the event of Concessionaire leaving on any date before the expiry of the Minimum Lock in Period it would have to face forfeiture of 6 months Security Deposit equivalent to current month license fee and a ban/debarring of three years on future participation in Tenders/RFP's floated by Authority.

5.3.2 The Concession Term shall be reckoned from the Concession Fee Commencement Date as already defined in the RFP. For the sake of clarity, the Concession Term of Advertisement Sites obtained by a Concessionaire at subsequent stages shall be co-terminus with the expiry date of the original Concession Term, unless terminated earlier in accordance with the terms and conditions of the Concession Agreement.

5.4 Concession Fee

5.4.1 The Concessionaire shall, in consideration of the Concession granted by Authority, pay to Authority the Concession Fee as define already in this RFP.

5.4.2 The Concession Fee shall be payable on a monthly basis as set out in the Concession Agreement.

5.4.3 The Concessionaire shall pay with respect to the Concession Fee, the Govt. Taxes which shall be over and above the Concession Fee.

5.4.4 Concession Fee Commencement Date” shall mean the 61st day in respect of all tendered sites i.e. at the expiry of the Gestation Period of 60 days, reckoned from the Access date or a later date if notified by Authority. However in the event of concessionaire commencing commercial exploitation of the approved advertisement locations as a sample marketing exercise, the concession fee shall be charged on Pro Rata basis. No claims for discounts / reductions / abatements in Concession Fee shall be admissible for any Location(s) lying unsold, after taking over the possession from Authority.

5.4.5 In respect of the additional Advertisement Locations over and above the tendered area handed over at a subsequent stage, the Concession Fee shall be

charged on pro-rata basis (per Sq. Ft. rates) as per Concession Fee applicable, in terms of provisions as ascribed in Clause 1.1 of RFP, on the date of handing-over of such additional areas.

5.5 Other charges

5.5.1 In addition to the Concession fee, the Concessionaire shall be required to pay such Utility Charges and such other charges as set out under the Concession Agreement. If required by the Concessionaire and agreed to by Authority, Authority shall provide or arrange to provide agreed utilities and facilities at the Service Area in consideration of charges as may be determined by Authority from time to time.

5.5.2 If required by the Concessionaire and agreed to by the Authority, Authority shall provide or arrange to provide agreed utilities and facilities at the Service Area in consideration of charges as may be determined by the Authority from time to time.

5.6 Taxes and other payments

The Concessionaire shall pay all contributions, taxes and insurance premiums payable under Applicable Law, during its performance under the Concession Agreement and all applicable Govt. taxes/othertaxes, etc as applicable, to materials and supplies furnished or work performed hereunder and shall save Authority harmless from liability

for any such contributions, premiums, and taxes, and as more particularly set out under the Concession Agreement. Direct taxes on respective income shall be borne by the respective parties.

5.7 Security Deposit

On or before the date of execution of the concession agreement the selected bidder/SPV shall deposit 08 (Eight) Months License fee as interest free Security Deposit. **[The above SD includes SD amount for Electricity also].**

Two months license fee of first year shall be paid in the form of DD/PO/NEFT/RTGS and remaining 6 months License fee of the 1st (first) year in the form of BG valid for 5 years and six months.

5.7.1 The Interest Free Security Deposit shall be deposited either in DD/PO/NEFT/RTGS or in the form of a Bank Guarantee (only from a scheduled commercial bank and BG from co-operative banks not acceptable)

which would need to be kept valid for a period of six (06) months beyond the expiry of the Concession Term.

- 5.7.2** The Security Deposit shall be interest free and the Concessionaire agrees and acknowledges that the Authority shall not be liable to pay any interest on the Security Deposit.

5.8 Service Standards and other covenants

The Concessionaire shall at all times comply with the Service Standards and such other covenants as may be prescribed by the Authority from Time to Time. .

5.9 Marketing and Promotional Activities

- 5.9.1** The Concessionaire is required to participate in all sales and promotion programs, display necessary airport publicity materials, and support all airport-wide promotions, and any other marketing or promotional activities as may be organized by Authority from time to time. The Concessionaire agrees to co-operate with Authority in use of the Advertisement Site(s) in relation to such promotional activities.

5.10 Sub-licensing / assignment

The Concessionaire shall not sub-contract or sub-concession or assign any of its rights, duties and obligations under the Concession Agreement, in whole or in part.

5.11 Authority's Brand Support and Promotional Activities

- 5.11.1** Authority may, at any point in time, develop its brand with service, quality, respect, promise and creativity as its core elements and the Concessionaire is required to uphold these elements of Authority's brand while developing, operating and maintaining the Advertisements at the Airport.
- 5.11.2** Concessionaire is also required to participate in all loyalty and promotions to be undertaken by Authority in support of its brand including Airport wide promotions and any other incentive scheme as may be initiated by Authority from time to time. Concessionaire agrees to co-operate with Authority in use of the Advertisement Site(s) in relation to Authority's brand.
- 5.11.3** The Agency has to put in place an specifically reserved additional Airport Branding Area as defined in this RFP at its cost which will not exceed five percent (05%) of the Assigned Advertisement Area for Airport Brand Promotion or Social messages of Government of India etc. having no

commercial valuations. The area shall be shown in the Location Layout plan and the concessionaire will not be liable to pay any concession fee for this Airport Branding Area.

5.12 Updated Location Layout Plan

5.12.1 The Concessionaire shall be under obligation to submit to the Authority an updated Location Layout Plan after taking into account the Rationalization Exercises in the previous year in the first quarter of every concession year as a reference document for the balance concession term.

5.12.2 It would however be obligatory on part of the Concessionaire to assist the Authority to undertake a Joint Physical Verification after submission of the Updated Location Layout plan if called upon to do so.

5.13 Exit Clause

In the event of Concessionaire causing Unsatisfactory Performance and failing to make amends even after issuance of Notice of Dissatisfaction during the Minimum Lock-In Period as defined herein, the Authority will be entitled to terminate the Concession Agreement after issuing Notice of Termination. However otherwise after the expiry of the Minimum Lock-In Period both the parties can opt for this route after serving the Notices of Dissatisfaction and Notice of Termination on each other.

5.14 Penal Interest on Delayed Payments:

Airports Authority of India (AAI) shall raise bill by 10th of every month. The concessionaire has to pay the bill by the 25th of the same month failing which interest at the rate of 12% per annum shall be charged for a period for 90 days thereafter. In case, default persists on the 31st day counted from Due Date, AAI will issue a notice of dissatisfaction. After expiry of notice of dissatisfaction, if the default still persists AAI to terminate the concession. forthwith, in any case not exceeding 120th day from notice of termination.

With the termination of the contract, the agency will be debarred for a minimum period of 3 years for participating in any tenders floated for AAI airports. Irrespective of the receipt of the bills from Authority the Concessionaire is bound to remit the License fee on 25th of day of the current month as per the concession agreement.

5.15 Gestation Period

5.15.1 The Gestation Period will be that of sixty (60) days starting from the Access Date and expiring on the Concession Fee Commencement date.

- 5.15.2** The Gestation Period of sixty (60) days is a Concession Fee holiday period. However it is expected that the Concessionaire within this period completely installs the Advertising Hardware as per approved Location Layout Plan and puts in place the required marketing team to market the Advertising Product in full swing.
- 5.15.3** The Concessionaire however would be permitted Sample Marketing during this Gestation Period and would be liable to pay the proportionate Concession Fee for the actual Advertisement Area put to use without having any effect on the Concession Fee Commencement date.
- 5.15.4** The Concessionaire would be entitled to a Resurrection Period of Thirty (30) days in respect of Displaced, & Withdrawn Locations which have to be resurrected at an Alternate Location from its Original Location. This resurrection period would be a Concession Fee Holiday Period on proportionate basis in respect of the affected locations only.
- 5.15.5** The Concessionaire however would not be entitled any Resurrection Period if the relocation of an Original Location to an Alternate Location has been sought under Rationalization Rights.

5.16 Dispute Resolution

- 5.16.1** All disputes and differences arising out of or in any way touching or concerning this Concession Agreement shall in the first place be tried by mutual consent within the definitions and interpretations provided herein within a period of thirty (30) days from the date on which the Concessionaire has sought resolution of the dispute from Authority. Failing which the matter would be sought to be referred to Dispute Resolution Committee set up by Authority on receipt of a written application from the Concessionaire outlining clearly the specific dispute. In the event of dispute remaining unresolved for forty five

(45) days after the date of written application the Concessionaire would be free to seek Arbitration under Arbitration and Conciliation Act 1996 duly amended from time to time. The Concessionaire by means of a written application can seek appointment of an Arbitrator and Authority would appoint such an Arbitrator within 30 days of receipt of the application, subject to fulfilling, the pre-requisites for appointment of the Arbitrator as laid hereunder. The Dispute Resolution Process would however cease to operate after the Concessionaire

seeks Arbitration.

- 5.16.2** The concessionaire would have deemed to have met the Pre- requisites for appointment of an Arbitrator if the position of its Outstanding Dues in respect of Undisputed Dues was well within the provisions indicated at Clause 2.2.1 (d).

5.17 Additional Location (s)

The concessionaire can seek and would be allotted Additional Location (s) subject to operational feasibility on payment of proportionate additional Concession Fee. The allotment of such additional location (s) would however cease on or before the Concession Term expiry date.

5.18 Change in Passenger Terminal Building/Traffic Circulation Car Park Areas and Airport Approach Roads

- 5.18.1** In such an event it would be incumbent upon Authority to provide all necessary details and drawings and inform the Concessionaire at least six (06) months in advance of the Commissioning date of the new facilities so that the Concessionaire can redraw the Location Layout Plan and seek approval of the Authority for implementing the same at the new facilities on their commissioning. The approval of the Revised Location Layout Plan would continue to be governed by the Location Layout Plan Approval Protocol. In the event Authority ensuring the approval of Revised Location Layout Plan and availability of new concessioned premises for relocation of Advertisement hardware at least sixty (60) days before the commissioning date, it would be deemed that the concessionaire has been provided the necessary resurrection period for relocating the displaced location (s) from its original location(s) to Alternate location (s). In the event of failure of Authority to meet above specified schedule then the necessary resurrection period and Concession Fee Holiday would be allowed as if all the affected locations were Displaced/ Withdrawn Locations.

- 5.18.2** In case the change in Terminal Building facilities and Traffic Circulation Areas results in suspension of business for more than thirty (30) days, the Concession Term shall be extended by the suspended period and the date of annual escalation of Concession Fee shall be reset accordingly.

5.19 New Advertising Ventures

The Authority may explore additional advertising ventures in consultation with the

existing Advertising Rights Concessionaire. Such a venture must be offered to the Existing Advertising Rights Concessionaire on first right of refusal basis for the balance period of the Concession Term. In the event Existing Advertising Rights Concessionaire fails to respond favorably within a period of sixty (60) days, the Authority would be free to offer the same through competitive bidding for the balance period of the concession but at a Minimum Reserve License Fee not lower than the applicable

Concession Fee at that time. However Authority reserves the right to keep (any advertisement using Wi-Fi/mobile as a medium for any kind of advertisement or interactivity) out of the purview of these new advertising ventures.

5.20 Displayed Content of Advertisements

5.20.1 The content of Advertisements displayed at approved locations must be in accordance with the guidelines of Advertisement Standards Council of India.

5.20.2 Advertisements with Audio Content will not be permissible.

5.20.3 Advertisements by Political Parties recognized by Election Commission of India not violating the Model Code of Conduct would be permitted.

5.21 Penalty

Authority can impose a fine of Rupees Five Thousand Only (Rs. 5000.00 Only) on the Concessionaire during inspection/audits for every offence, if any staff of Licensee is found to be in an inebriated condition/ indulging in bad conduct/ creating nuisance/ willfully damaging or tampering the sites/ property of the Authority. An indicative list violations are provided for better understanding as below:

- a) Any staff of Licensee found in drunken condition/indulging in badconduct.
- b) Any staff of the Licensee found creating nuisance.
- c) Improper maintenance & defacement of the Airport Property.
- d) Dishonor of Cheques and Drafts submitted by Licensee to AAI.
- e) Misbehavior with staff and commuters of AAI.
- f) Not following safety and security norms as may be indicated by authorized representative of AAI.
- g) Misusing Electricity or tampering with energy meter.

Chapter Six (06)
FRAUD AND CORRUPT PRACTICES

6.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

6.2 Without prejudice to the rights of the Authority under Clause 6.1 hereinabove, if an Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 (three) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

6.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) “Corrupt Practice” means

(I) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOIA or has dealt with matters concerning the Concession Agreement or arising there-from, before or after the execution thereof, at any time prior to the expiry of two years from the date such

official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

(II) Save and except as permitted under sub-clause (e) of Clause 2.2.1 of

this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOIA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Concession or the LOIA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Concession;

(III) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(b) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

(c) **“Undesirable practice” means**

(I) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or

(II) having a Conflict of Interest; and

(d) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6.4 The Concessionaire shall execute an Integrity Pact with the Authority. The Authority shall appoint an Independent External Monitor (IEM) to review independently and objectively, whether and to what extent the Authority and Concessionaire have complied with their obligations under the Integrity Pact and Concession Agreement.

Chapter Seven (07)

MISCELLANEOUS

7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Airport of Concession/Authority's Corporate Headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

7.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right at any time to:

- (a)** 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;
- (b)** Consult with any Bidder in order to receive clarification or further information;
- (c)** Shortlist or not to shortlist any Bidder and / or to consult with any Bidder in order to receive clarification or further information;
- (d)** Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- (e)** 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 Proposal, 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 and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

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15	Documentary proof of payment of RFP document Cost	
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17	Check-list of Submissions as per Form VIII	

Letter Comprising the Proposal
(To be Submitted by the Bidder/Lead Member on its Letter Head)
(Refer Clause 2.13.2)

Dated: To,

Airports Authority of India,
_____.

Subject: Proposal for grant of Advertisement Rights Concession to Design, Develop, Operate, and Market, the Advertisement opportunity in the entire Airport Estate at Shimla Airport.

Dear Sir,

With reference to your RFP document dated, I/we, having examined the RFP & Bidding Documents and after understanding its contents, hereby submit my/our Proposal for Qualification for the aforesaid Concession. The Proposal is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying such Proposal for selection of the Bidders for the aforesaid Concession, and we certify that all information provided in the Proposal and in Annexures are true and correct and nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of qualifying as a Selected Bidder for the development, operation and maintenance of the aforesaid Concession.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

5. I/ We acknowledge the right of the Authority to reject our Proposal 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.

6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates 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, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

- (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
- (b) I/ We do not have any conflict of interest in accordance with Clauses mentioned in the RFP document;
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 6.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 6 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (e) the undertakings given by us along with the Proposal in response to the RFP for the Concession are true and correct as on the date of making the Proposal and I/we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are not bound to accept any Proposal that you may receive to qualify the Bidders to Bid for the Concession, without incurring any liability to the Bidders.

9. I/ We believe that I/our Consortium satisfy(s) the Threshold Eligibility Criteria and meet(s) all the requirements as specified in the RFP document and are / is qualified to submit a Proposal.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for Concession.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the

Concession or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that none of the Directors of the Applicant (in the case of a Consortium, Lead Member and all Members) and/or its Associates is a Director of an entity having Outstanding Dues, as defined in Clause 2.2.1 (d) of RFP.

14. I/ We further certify that we/ any Member of the Consortium, or our/ its Associates do not have any outstanding dues as applicable to this RFP.

15. The Integrity Pact as per format provided in RFP document, and duly signed, is enclosed.

16. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP; we shall intimate the Authority of the same immediately.

17. The Statement of Legal Capacity as per format provided in the RFP documents, and duly signed, is enclosed. The power of attorney for signing of Proposal and the power of attorney for Lead Member of consortium is also enclosed.

18. I/ 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 selection/ Bidding Process itself, in respect of the above mentioned Concession and the terms and implementation thereof.

19. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that shall be provided to me/ us prior to the Proposal Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I/ We have studied the RFP Documents carefully and also surveyed the site at the Airport. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

21. I/ We agree and understand that the Proposal is subject to the provisions of the

RFP Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Concession is not awarded to me/us.

22. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

23. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till the expiry of the Concession Term in accordance with the Concession Agreement.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of this RFP document.

Yours faithfully,

(Signature, Name and Designation of the Authorized Signatory) Name and seal of the

Bidder/ Lead Member

Dated: _____ Place: _____

FORM- I**Annexure-1****Details of Bidder**

1		Details of Bidder/Lead Member	
	a	Name:	
	b	Address of the registered office	
	c	Date & Details of incorporation	
2		Details of individual(s) who will serve as the point of contact/ communication for the Authority:	
	a	Name & Designation	
	b	Correspondence Address	
	c	Email	
	d	Tel / Fax No	
3		Particulars of the Authorized Signatory of the Bidder:	
	a	Name & Designation	
	b	Correspondence Address	
	c	Email	
	d	Tel / Fax No	
		Note: In case of a Consortium, the information above (1-3) should be provided for all the Members of the Consortium.	
4		Debarring Information	
	a	Has the Bidder/member of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project?	Yes / No (<i>strike off whichever is not applicable</i>)
	b	If the answer to 4 (a) is yes, does the bar subsist as on the date of Proposal?	Yes / No (<i>strike off whichever is not applicable</i>)
	c	Has the Bidder/ member of the Consortium paid liquidated damages of more than 5% of the contract value in contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?	Yes / No (<i>strike off whichever is not applicable</i>)

(Signature of Authorized Signatory)
Name, Designation, Date & Seal or Stamp of Bidder

FORM- I**Annexure-2****Technical Capacity and Financial Capacity of the Bidder***(Refer to Clauses 2.2.2 (A) & (B) of the RFP)*

	Name of the Bidder/Lead Member										
	Status of the Bidder (Whether Individual Bidder or a Consortium Bidder)										
A	Details of Experience (Technical Capacity)										
		Fifth Preceding Financial Year		Fourth Preceding Financial Year		Third Preceding Financial Year		Second Preceding Financial Year		First Preceding Financial Year	
	Name of the Principal who awarded the Advertising Rights Concession	Periodicity of Concession	Amount of Concession Fee Paid in Rupees	Periodicity of Concession	Amount of Concession Fee Paid in Rupees	Periodicity of Concession	Amount of Concession Fee Paid in Rupees	Periodicity of Concession	Amount of Concession Fee Paid in Rupees	Periodicity of Concession	Amount of Concession Fee Paid in Rupees
1											

2											
3											
4											
5											
6											
7											
8											
9											
10											
	Total										
B	Details of Annual Gross Turnover in Rupees (Financial Capacity)										
		Fifth Preceding Financial Year		Fourth Preceding Financial Year		Third Preceding Financial Year		Second Preceding Financial Year		First Preceding Financial Year	
I	From the business claimed at A above										

2	From Other Busin esses										
	Total										

Notes:

The Above information must be supported with the following Declarations/
Documentary Evidence /Certificate from the Chartered accountant of the Bidders:

- (i) The Bidder/Lead member must file a Self-Declaration indicating the three years out of the preceding five financial years in respect of which it intends to claim Technical eligibility in accordance with Clause 2.2.2 (A) (i) of the RFP.
- (ii) The Bidder/Lead Member must submit Self Attested Scanned Copies of Award Letters from the respective Principals on the strength of which it intends to claim Technical eligibility in accordance with Clause 2.2.2 (A) (i) of the RFP;
- (iii) The Bidder must submit a certificate from its Chartered accountant clearly certifying the percentage of Gross Sales Turnover achieved during each of the preceding five financial years from business in respect of which the Technical Experience is being Claimed and other businesses so as to enable Authority to evaluate whether the bidder/lead member has satisfied the condition laid down at Clause 2.2.2 B (I) (a) and (b) of this RFP.
- (iv) In case of a Consortium, separate sheets are to be furnished in respect of each Member of the Consortium

ANNEXURE-3**Certificate from Chartered Accountant***(Refer to Clauses 2.2.2 (B) (I) (c) of the RFP)*

Based on the audited records of the _____ (Name of the Company), this is to certify that..... (Name of Bidder/Lead Member of Consortium) has achieved a gross sales turnover including from Advertising Businesses as defined at Clause 2.2.2 (A) (i) of this particular RFP during the preceding five financial years (April-March) in the percentage indicated against each.

Indian Rupees In Lakhs						
Sr. No.	Financial Year	Total Gross Sales Turnover (100%)	Gross Sales Turnover from Businesses specified at clause 2.2.2 (A) (i) of the RFP		Gross Sales Turnover from Other Businesses	
			In	In	In Absolute Terms	In
01	02	03	04	05[04/03x100]	06	07[06/03X100]
01						
02						
03						
04						
05						

This is to further state that the information certified as above is true, and correct to the best of our knowledge and based on the records produced before us.

Signature

Name & Membership No of Chartered AccountantSeal of the audit firm:

Date

Place

Note:

In the case of a Consortium, separate sheets are to be furnished by eachMember of the Consortium

FORM- I**Annexure-4****DETAILS OF OUTSTANDING DUES AT AIRPORT UNITS UNDER
MANAGEMENT OF AUTHORITY**

The Bidder (including all Consortium members) shall submit the details of commercial Licenses held/operated (current and past) from the date of publication of RFP in respect of all Airport Units and Offices under management of Authority along with details of undisputed/disputed/stayed by Arbitral Tribunals or Judicial Courts outstanding dues and Security Deposits held up to the relevant period in the following Performa.

Figures in Indian Rupees											
Sr No.	Details of Contract	Status of Contract	Comments Date	Expiry Date	Brief Reasons of Expiry of Contract if applicable	Status of	Outstanding			Dues as up	
						Undisputed	Disputed Under Arbitration	Stayed by a Judicial Court or Arbitral Tribunal	Total	Contractual Security Deposit	Additional Security Deposits against Disputed Dues
01	02	03	04	05	06	07	08	09	10	11	12

01											
02											
03											
04											
05											

Note: The Bidder (including all Consortium members) shall submit a outstanding dues certificate from the Authority (as per Form 1 – Annexure 5) in respect of the figures being indicated at Column 07 to Column 12.

Signature of Authorised Signatory

Name, Designation, Seal/Stamp of Bidder, Date & Place

FORM- I**Annexure V****“Outstanding Dues Certificate”**

(A separate certificate is required to be obtained and submitted along with RFP for all the contracts, Airport Units, Offices as mentioned at Form-I, Annexure IV)

File No.: _____ Date of Issuance of
 Certificate: _____ Name of Contract: _
 _____ Agreement Dated: _
 _____ Commencement
 Date: _____ Expiry Date: ____
 _____ Period up to which
 “Outstanding Dues Certificate” issued: _____ Issued to :(Name of the Party) ____

Sr. No.	Nature of Dues	Amount Of Dues in Indian Rupees	Amount of security Deposit Available with AAI/ Reference to Orders of Judicial Court/ Arbitral Tribunal	Validity of the Security deposit/ Validity of the Orders of Judicial Court/ Arbitral Tribunal
01	Undisputed License Fee Dues			
02	Undisputed Other Dues			
03	Disputed Dues referred to conciliation/ Arbitration			
04	Dues Stayed/Withheld from Realisation by order of a Judicial Court/ Arbitral Tribunal			
	Total:			

The composite amount shown if not “NIL” on the date of issue for and up to the relevant period must be bifurcated and clearly defined so as to indicate the month up to which the Undisputed License Fee and Other Dues have been cleared by the party. The above certificate is issued in line with the Joint Reconciliation Statement dated ____ between the parties subject to errors and omissions in the due course of business.

(Authorised Signatory of AAI)

Statement of Legal Capacity

(To be furnished by the Bidder /Each Member of Consortium)

Reference _____

Date _____

To,

Dear Sir,

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

We have agreed that(insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* 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.....

**Please strike out whichever is not applicable.*

Power of Attorney for signing of Proposal

(To be executed on non-judicial Stamp paper of Rs 100/- and duly notarised)

Know all men by these presents, 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.....aged
.....years 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 Proposal for Award of Advertisement Rights Concession to design, develop, operate, and market the advertising opportunity at Airport, as notified by Airports Authority of India(the “Authority”) including but not limited to signing and submission of all Proposals, Bids and other documents and writings, participate in Pre-Proposals 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 Concession Agreement and undertakings consequent to acceptance of our Financial Proposal, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Financial Proposal for the said Concession and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby undertake and 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
..... DAY OF2.....

For

.....

(Signature, name, designation and address)

Witnesses:

1.

(Notarized)

2.

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with therequired procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholder's resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

FORM-IV

Power of Attorney for Lead Member of Consortium

(To be executed on non-judicial Stamp paper of Rs 100/- and duly notarised)

Whereas Airports Authority of India (the “Authority”) has invited Proposals from interested parties for Award of Advertisement Rights Concession to design, develop, operate and market the advertisement opportunity at Airport.

Whereas,.....,and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Concession in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Concession, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Concession and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,.....having our registered office at.....,M/s.having our registered office at.....,and M/shaving our registered office at.....,(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s.....having its registered office at.....,being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Concession and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its Proposal for the Concession, including but not limited to signing and submission of all Technical Proposals, Financial Proposals and other documents and writings, participate in bidders and other conferences,

respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Concession and/ or upon award thereof till the ConcessionAgreement is entered into with the Authority.

AND 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF2.....

For

(Signature)
.....(Name & Title)

For

(Signature)

.....(Name & Title)

For

(Signature)

.....(Name & Title)

Witnesses:

1.

2.

..... (Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
 - *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
 - *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legalization Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*
-

Joint Bidding Agreement

(To be executed on non-judicial Stamp paper of Rs 100/- and duly notarised)

THIS JOINT BIDDING AGREEMENT is entered into on this the
day of 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at
(hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND and THIRDPART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

(A) THE AIRPORTS AUTHORITY OF INDIA, established under the Airports Authority of India Act, 1994, represented by its Chairman and having its principal offices at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi- 110003 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Proposals for Award of Advertisement Rights Concession to design, develop, operate, and market the advertising opportunity at Airport,

(B) The Parties are interested in jointly bidding for the Concession as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bid documents in respect of the Concession, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Concession.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Concession, either directly or indirectly or through any of their Associates.

3. Role of the Parties

The Bidder / all the members in the case of consortium undertake to perform all the roles and responsibilities required to be fulfilled for the concession.

4. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Concession and in accordance with the terms of the RFP, and the Concession Agreement, till such time as the Commercial operations of the Concession is achieved under and in accordance with the Concession Agreement.

5. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) Violate any Applicable Law presently in effect and having applicability to it;

(iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates a party that presently

affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

6. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the end of Concession Term of the Concession is achieved under and in accordance with the Concession Agreement, in case the Concession is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Concession or does not get selected for award of the Concession, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Earnest Money Deposit by the Authority to the Bidder, as the case may be.

7. Miscellaneous

7.1 This Joint Bidding Agreement shall be governed by laws of India.

7.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
DELIVERED

For and on behalf of
LEAD MEMBER by:

SIGNED, SEALED AND

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

(Signature) (Name) (Designation)(Address)

In the presence of:

1. 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
 2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
 3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.
-

FORMAT OF AFFIDAVIT

(To be executed by Bidder (Lead Member, in the case of a Consortium) on a non-judicial Stamp Paper of Rs 100/- and duly notarised)

I,S/o,
Authorized Signatory for M/s do hereby
solemnly affirm and declare as under:

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying such Proposal for Selection of the Bidders for the aforesaid Concession, and we certify that all information provided in the Proposal and in Annexure is true and correct; and nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

4. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates 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, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

5. I/ We declare that:

(a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;

(b) I/ We do not have any conflict of interest in accordance with Clauses mentioned in the RFP document;

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 6.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 6 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(e) That the undertakings given by us along with the Proposal in response to the RFP for the Concession are true and correct as on the date of making the Proposal and I/we shall continue to abide by them.

6. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for pre-qualification.

7. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Concession or which relates to a grave offence that outrages the moral sense of the community.

8. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

9. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ its Associates or against our CEO or any of our directors/ managers/ employees.

10. I/ We further certify that we/ any Member of the Consortium, or our/ its Associates do not have any outstanding dues as applicable to this RFP.

11. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.

12. I/ 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 selection/ Bidding Process itself, in respect of the above mentioned Concession and the terms and implementation thereof.

13. In the event of my/ our being declared as the Highest Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that shall be provided to me/ us prior to the Proposal Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

14. I/ We have studied the RFP Documents carefully and also surveyed the site at the Airport. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

15. I/ We agree and understand that the Proposal is subject to the provisions of the RFP Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Concession is not awarded to me/us.

16. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

17. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till the expiry of the Concession Term and in accordance with the Concession Agreement.

DEPONENT

VERIFICATION

I,....., the above name deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 17 are true and correct to the best of my/our knowledge and belief and nothing is concealed there from.

Verified at thisthe day of
2016

DEPONENT

FORMAT OF INTEGRITY PACT

(To be submitted by the Bidder as a part of Technical bid documents and also to be signed by the selected bidder within the Business Incubation Period after issuance of LOIA by Authority)

The Pact made this _____ day of _____ between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act, 1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices at _____ in _____ India, hereinafter called the Authority (which term shall unless excluded by or its repugnant to the context, be deemed to include its Chairman, or Members, Executive Director, Airport Directors, Officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assign(s) of the one part.

AND

_____ represented by _____ of the other part, hereinafter called the “Bidder/Contractor” (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/Contractor).

WHEREAS the Authority intends to award, under laid down organizational procedures, tender / contract for _____. The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of **natural justice, ethics, equity, fairness and transparency** in its relations with the Bidder/Contractors.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization “Transparency International” (TI) headquartered in Berlin (German). The Authority will appoint an External Independent Monitor (EIM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for _____ in response to the RFP dated _____.
Contractor is signing the contract for execution of _____.

NOW, therefore, this indenture witnesseth herewith:

SECTION 1: Commitment of the Authority

1.1 That the Authority commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- i. No employee of the Authority, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept for him/her or third person, any material or immaterial benefit, which he/she is not legally entitled to.
- ii. The Authority will, during the tender process treat all Bidders with equity and reason. The Authority will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- iii. The Authority will take all measures to exclude all known prejudiced persons from the tender process.

1.2 That if the Authority receives information on the conduct of any of its employee which is a criminal offence under the relevant anti- corruption laws of India, or if there be a substantive suspicion in this regard, the Authority will inform its Vigilance Department to initiate appropriate action.

SECTION 2: Commitments of the Bidder / Contractor

2.1 That the Bidder / Contractor commit itself to take all measures necessary to prevent corruption. Further he commits himself to observe the following principles during his participation in the tender process and during the contract execution:

- i. The Bidder/ Contractor has not offered, promised or given and will not, directly or through any other person or firm, offer, promise or give to any of the Authority's employees involved in

the tender process or the execution of the contract or to any thirdperson, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii. The Bidder/Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

iii. The Bidder/ Contractor has not committed and will not commit any offence under the relevant Anti-Corruption Laws of India. Further the Bidder / Contractor will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

iv. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

v. The Bidder/Contractor will inform the External Independent Monitor;

- (a) If he receives demand for any illegal / undue payment /benefit.
- (b) If he comes to know of any unethical or illegal payment /benefit.
- (c) If he makes any payment to any Authority's associate(s).

vi. The Bidder(s)/Contractor(s) will not submit a frivolous / false/ bogus complaint with malafide intention.

2.2 That the Bidder/Contractor will not instigate any person to commit offences mentioned in Clause 2.1 above or be an accessory to such offences.

SECTION 3: Disqualification from tender process and exclusion from future contracts

3.1 That if the Bidder(s)/Contractor, during tender process or before the award of the contract or during execution of the contract / work has committed a transgression in violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder(s)/Contractor(s) into question, the Authority is

entitled to disqualify him from the tender process or to terminate the contract for such reason.

3.2 That if the Bidder/Contractor against whom any action in terms of Section 3.1 above has already been taken in any other tender /contract process, again commits a transgression in violation of section 2 such as to put his reliability or credibility into question, the Authority is entitled also to debar the Bidder/Contractor from future tender/contract processes. The imposition and duration of the debarment will be determined by the severity of the transgression. The severity will be determined taking into consideration the circumstances of the case, in particular the number of transgression, the position of the transgressor within the company hierarchy of the Bidder and the amount of the damage. The debarment will be imposed for a period minimum of six months and maximum of five years.

3.3 That the Bidder/Contractor accepts and undertakes to respect and uphold the Authority's absolute right to resort to and impose such debarment and further accepts and undertakes not to challenge or question such debarment on any ground.

3.4 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents / evidence adduced by the Bidder / Contractor for first time default.

3.5 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along-with External Independent Monitor's recommendations/ suggestions that no reasonable doubt is possible in the matter.

SECTION 4: Previous Transgression

4.1 That the Bidder/Contractor declares that no previous transgression occurred in the last five years with any other company in any country or with any other Public Sector Enterprise in India conforming to the TI approach that led to debarment / disqualification and could justify his exclusion from the tender process.

4.2 That if the Bidder/Contractor makes incorrect statement on the subject, he can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason and he may be considered for debarment for

future tender / contract processes.

SECTION 5: Compensation for damages

5.1 That if the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 3 or 4, the Authority is entitled to forfeit the Earnest Money Deposit.

5.2 That if the Authority has terminated the contract under section 3 or 4, or if the Authority is entitled to terminate the contract under section 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.

5.3 That the Bidder/Contractor agrees and undertakes to pay the said amount without protest or demure subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

SECTION 6: Equal treatment of all Bidders / Contractors/Sub-contractors/Associates

6.1 That the Bidder/Contractor undertakes to get this Pact signed by the sub-contractor(s) and associate(s) whose value of the work contribution exceeds Rs. 5(five) crores, and to submit the same to the Authority along-with the tender document / contract before contract signing.

6.2 The sub-contractor(s)/associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs. 5 (five) crores will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing / performing any act/function by such sub-contractor(s)/associate(s) in relation to the contract / work.

6.3 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 6.1 or 6.2 above.

6.4 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 6.1 or 6.2 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

SECTION 7: Allegations against bidder/contractors/sub-contractors/associates.

7.1 That if the Authority receives any information of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor which constitutes corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

SECTION 8: External Independent Monitor(s), number depending on the size of the contract to be decided by the Chairman of the Authority.

8.1 That the Authority will appoint competent and credible External Independent Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.

8.2 That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.

8.3 That the Bidder/Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors and associate. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/Contractor/Sub-Contractors/Associates with confidentiality.

8.4 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor/Bidder. The parties offer to the Monitor the option to participate in such meetings.

8.5 That as soon as the Monitor notices, or believes to notice, violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should be occasion arise, submit proposals for correcting problematic situations.

8.7 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.8 The word 'Monitor' would include singular and plural.

SECTION 9: Pact Duration

9.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.

9.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged / determined by Chairman of the Authority.

SECTION 10: Miscellaneous provisions

10.1 That this Pact is subject to Indian Laws, Place of performance and jurisdiction is the Corporate Headquarter / the Regional Headquarter / offices of the Authority, as applicable.

10.2 That the charges and supplements as well as termination notices need to be made in writing.

10.3 That if the Contractor / Bidder is a partnership or a Consortium, this Pact must at the submission of the technical proposal must be signed by all the partners and consortium members ,or their authorized representatives.

10.4 That should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case the parties will strive to come to an Agreement to their original intentions.

For the Authority

For the Bidder/ContractorPlace_Witness

1: _____

Date_____Witness 2: _____

FORM-VIII**CHECKLIST OF SUBMISSIONS**

FORM-VIII The Bidders are advised to arrange the submissions/documents in the following order. Each page of Proposal is to be serially numbered, signed and stamped by the Authorized Signatory of the Bidder/Lead Member of the Consortium.

Sr. No.	Document Name	To be furnished by	To be notarized	Yes/No
1	Form- I Letter Comprising the Proposal	Bidder/Lead Member	No	
2	Form –I (Annexure 1) – Details of Bidder	Bidder/Lead Member	No	
3	Form-I (Annexure 2) – Technical and Financial Capacity of Bidder	Bidder/Separately by All Members of Consortium	No	
4	Form-I (Annexure 3) – Certificate from Chartered Accountant	Bidder/Separately by All Members of Consortium	No	
5	Form-I (Annexure 4) – Details of Outstanding Dues At Airport Units Under Management Of Authority	Bidder/Separately by All Members of Consortium	No	
6	Form-I (Annexure 5) – Outstanding Dues Certificate	Bidder/Separately by All Members of Consortium	No	
7	Form-II Statement of Legal Capacity	Bidder/Separately by All Members of Consortium	Yes	
8	Form – III Power of Attorney for signing the Proposal	Bidder/Separately by All Members of Consortium	Yes	
9	Form-IV Power of Attorney for Lead Member of Consortium	Members of Consortium	Yes	

10	Form-V Joint Bidding Agreement	Jointly by all Members of Consortium	Yes	
11	Form-VI Affidavit	Bidder/Lead Member of the Consortium	Yes	
12	Form-VII Integrity Pact	Bidder/All Members of the Consortium separately	Yes	
13	Documents of Incorporation	Bidder/All Members of Consortium	Yes	
14	Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed	Bidder/All Members of Consortium	No	
15	Duly audited balance sheet and profit and loss account for the preceding five (5) financial years.	Bidder/Lead Member	No	
16	Documentary proof of payment of RFP Document Cost	Bidder/Lead Member	No	
17	Documentary Proof of payment of Earnest Money Deposit	Bidder/Lead Member	No	

Date, Place, Signature, Name, Designation, Seal and Stamp of the Bidder/Lead Member

APPENDIX-I

FORMAT FOR FINANCIAL PROPOSAL

(For reference purpose and not to be submitted with Technical bids.)

Financial Proposal” shall mean the binding and final financial offer to be submitted by each Bidder online in the NIC CPPP Portal only. The quote in physical form as a document need not be submitted along with technical bid documents.

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Proforma for Earnest Money Declaration

(To be provided by the bidder at the time of submission of bid on agency letter pad in Envelope-I at specified location)

Name Of Work : EXCLUSIVE ADVERTISEMENT RIGHTS CONCESSION TO DESIGN, DEVELOP, OPERATE, AND MARKET, THE ADVERTISING OPPORTUNITY IN THE ENTIRE AIRPORT ESTATE AT SHIMLA AIRPORT).

Tender ID : 2022_AAI_112361_1

Whereas, I/We _____ (name of agency) _____
have submitted bid for _____ (name of work) _____
_____.

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

1. If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tenders) specified in the tender documents.

OR

2. If, after the award of work, I/We fail to sign the contract, or to submit performance guarantee/security deposit before the deadline defined in the tender documents/award letter.

I/We shall be suspended for one year and shall not be eligible to bid for AAI tenders from date of issue of suspension order.

Signature of the Contractor(s)

GST UNDERTAKING

1. That the bidder is registered under GST and compliant of GST provision.
2. In case of non-compliance of GST provisions and blockage of any input credit, the bidder shall be responsible to indemnify AAI.
3. That all input credits have been passed on to AAI by the bidder.

Dated:

(Signature of the
tenderer)

With rubber stamp