

**Grant of Lease Rights for setting of Aviation Fuel Stations (AFS)
on
Design, Build, Finance, Operate and Maintain (DBFOM) basis
for
two sites at Hirasar Airport.**

**REQUEST FOR PROPOSAL
TENDER DOCUMENT Part–I (RFP)
May, 2022**



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

It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document for the sole purpose of participating in the selection process for the “Grant of Lease Rights for setting of Aviation Fuel Stations (AFS) on Design, Build, Finance, Operate and Maintain (DBFOM) basis for two sites at Hirasar Airport” and this document must not be used for any other purpose. This document must not be passed on to a third party, except professional advisers assisting with submission of this Bid. This document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral or electronic or any other form without written permission from the issuing authority.

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Disclaimer

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

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

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

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

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 at 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 a Bidder or to appoint the Selected Bidder or Lessee, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid 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 Bid. 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 a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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

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

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

Glossary

Authority	As defined in Clause 1.1.1
Bid(s)	As defined in Clause 1.1.5.4
Bid Due Date	As defined in Clause 2.1
Bid Security	As defined in Clause 1.1.5.7
Bidder(s)	As defined in Clause 1.1.5.4
Bidding Documents	As defined in Clause 1.1.5.6
Bidding Process	As defined in Clause 1.1.5.2
Lease Fee	As defined in Clause 1.1.5.8
Government	Government of India
Highest Bidder	As defined in Clause 1.1.5.10
Lease Agreement	As defined in Clause 1.1.3
Lessee	As defined in Clause 1.1.3
LOA	As defined in Clause 1.1.4.2
Performance Security	As defined in Clause 1.1.4.2
Project	As defined in Clause 1.1.2
Re. or Rs. or INR	Indian Rupee
RFP	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.18.1
Site	As defined in Clause 1.1.4.1
Tie Bidders	As defined in Clause 3.18.1

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

Instructions for Online Bid Submission

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

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

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

1. INTRODUCTION

1.1 Background

- 1.1.1 The Airports Authority of India (“AAI” or the “Authority”), a Mini Ratna Category-1 Public Sector Enterprise, was constituted by an Act of Parliament and came into being on 1st April 1995, merging erstwhile National Airports Authority and International Airports Authority of India.
- 1.1.2 AAI has decided to develop Greenfield Airport at Hirasar, district Rajkot, Gujarat which is nearly 25 km from existing Rajkot Airport. To cater the ATF requirements, limited short tender is being called for “*Grant of lease rights for setting up of Aviation Fuel Stations on DBFOM basis for two sites of Hirasar Airport (“Project”)*”.
- 1.1.3 The Selected Bidder (the “Lessee”), shall be responsible for planning, designing, development, building, financing, operation, maintenance and management of Aviation Fuel Stations (AFS) and associated infrastructure of AFS for a period of 15 (fifteen) years in accordance with the provisions of the lease agreement proposed to be entered into between the Authority and the Lessee (the “Lease Agreement”) in the form provided by the Authority as part of the Bidding Documents.
- 1.1.4 Salient features of the Lease Agreement are given below:
- 1.1.4.1 The Authority will provide limited lease rights over a land parcel, which is more particularly described in Schedule A of Draft Lease Agreement hereto (“**Site**”) at which suitable activities for development of AFS and associated infrastructure on design, built, finance, operate and maintain basis to carry out the permitted activities in terms of the Lease Agreement;
- 1.1.4.2 The Lessee shall, for securing the performance of its obligations under the Lease Agreement, provide to the Authority, an irrevocable and unconditional bank guarantee towards Performance Security, in accordance with the provisions contained in the Lease Agreement, from a nationalised/ scheduled Bank in India, in the form set forth in Schedule III of the Tender Document Part-II (the “Performance Security”). The Lessee shall, within 15 (Fifteen) days of issue of the **LOA** (Letter of Award), furnish a Performance Security of amount [equivalent to first year annual Lease Fee] as per Schedule IV of Tender Document Part-II. Until such time, the Performance Security is provided by the Lessee and the same comes into effect, the Bid Security shall remain in force and effect. The Performance Security shall remain in force and shall be kept in

effect by the Lessee, during the subsistence of the Lease Agreement and 06 (six) months thereafter;

- 1.1.4.3 In consideration of the Lease rights granted by the Authority to the Lessee, the Lessee shall be obligated to pay the Lease Fee from the Effective Date which is signing of Contract Agreement. The Lease Fee payable by the Lessee to the Authority in terms of Clause 4 of the Agreement, shall stand escalated at the rate of 15.0% after the end of every third year. It is clarified that each such escalation on the Lease Fee shall be computed on the Lease Fee payable during the immediately preceding Accounting Year in terms of the Lease Agreement.
- 1.1.4.4 Notwithstanding anything herein contained that may be or appear to be, to the contrary, it is expressly understood and agreed that the Authority herein reserves the right to grant lease of similar sites to other agencies also on other parts of the Airport / land parcels.
- 1.1.4.5 After completion /termination of this Lease Agreement, the Lessee shall dismantle their infrastructure, clear the site and handover the same to Authority, as in the original position. Site clearing should be done within a period of 03 months from expiry / termination of the contract. The Lessee shall not have the right to seek a renewal/ Extension of the Lease Agreement beyond the term of this Lease Agreement. Notwithstanding the foregoing, in case the existing Lessee wishes to continue using the site, he shall be required to participate in successive/ fresh bidding process initiated by Authority for that Site wherein Right of First Refusal (ROFR) shall be given to the Lessee to match the highest bidder in terms of the selection criteria provided its bid is within 15% of the highest bid received and subject to the condition that no Lessee's Event of Default has occurred during the preceding 05 (Five) years.

1.1.5 Brief description of Bidding Process

- 1.1.5.1 Bidders may bid for both sites but shall be awarded only one site.
- 1.1.5.2 The Authority has adopted a single stage, single envelope limited bidding process (the “**Bidding Process**”).
- 1.1.5.3 The tendering process is online at e-portal <https://etenders.gov.in/eprocure/app>. Aspiring bidders may go through the details given in “**Instructions for Online Bid Submission**” of the RFP document and familiarise themselves.

- 1.1.5.4 The entities bidding through this RFP (the “**Bidders**”), are required to submit their Bids in accordance with the provisions contained in this RFP (the “**Bids**”).
- 1.1.5.5 **Tender Fee:** Prior to submission of the Bid, the Bidder shall pay to the Authority a sum of INR 10,000 (Indian Rupees Ten Thousand Only) including GST as the Tender Fee which is non-refundable. The fee should be submitted through CPP Portal as per Instruction to bidders.
- 1.1.5.6 This Tender Document consist of two parts i.e. Part-I (RFP) and Part-II (Lease Agreement). The aforesaid documents and any addenda/ corrigendum issued subsequent to this tender document will be deemed to form part of the Bidding Documents (“**Bidding Documents**”).
- 1.1.5.7 The Bidder shall deposit, along with its Bid, a **Bid Security** of Rs. 01 (One) Lakh. Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date, except the Selected Bidder whose Bid Security shall be retained until such Selected Bidder has furnished the Performance Security as per Clause 5 of Lease Agreement. The Bidder shall furnish the Bid Security online through payment gateway on CPP Portal. Refund of Bid Security as per terms and conditions of the RFP shall be sent to the respective source account from where Bid Security was received. The proof of Bid Security paid via online mode with transaction details shall be submitted under Appendix-4.
- 1.1.5.8 During the Bid Stage, Bidders are invited to examine the Site in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the land lease.
- 1.1.5.9 Bids will be evaluated on the basis of the highest lease rental for the Site (“**Lease Fee**”) quoted by the Bidders in terms of **INR per square meter per year**.
- 1.1.5.10 The bidder who has quoted highest Lease Fee, shall be the **Highest Bidder** (“**Highest Bidder**”) for a particular site. Taxes as applicable shall be payable by the Bidder in addition to the amount of Lease Fee payable by the Bidder in terms of the Lease Agreement.

2. SCHEDULE OF BIDDING PROCESS



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

Sl. No.	Event Description	Date
1.	Publication of Tender Documents at CPP Portal	26.05.2022
2.	Bid Document Download / Sale start date	26.05.2022
3.	Clarification start date	Not Applicable
4.	Site visit by the Bidders	On request through email during Tender Sale period
5.	Pre-bid meeting date	Not Applicable
6.	Clarification end date	Not Applicable
7.	Last date of Authority response to pre-bid clarifications	Not Applicable
8.	Bid Document Download / Sale end date	04.06.2022 upto 1800 hrs.
9.	Bid submission end date (Bid Due Date)	04.06.2022 upto 1800 hrs.
10.	Bid Opening date and time	06.06.2022 at 1500 hrs.

3. INSTRUCTIONS TO BIDDERS

A. GENERAL

3.1 Scope of the Bid

3.1.1 Grant of Lease Rights for Setting up of Aviation Fuel Stations (AFS) by Planning, Development, Built, Finance, Operate and Maintain at their own cost during the concession period.

3.2 Bid Parameter

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

3.2.2 DELETED

3.2.3 The Lease Fee, payable to the Authority in terms of the Lease Agreement, to be quoted by the Bidders shall be the Bid Parameter for the selection of the Highest Bidder. Taxes as applicable shall be payable by the Bidder in addition to the amount of Lease Fee payable by the Bidder in terms of the Lease Agreement. However, the Authority shall not accept the Bid, if it is below the reserve price of Rs.500/- Per Sq.Mtr. per annum.

3.2.4 DELETED

3.2.5 DELETED

3.2.6 DELETED

3.2.7 DELETED

3.3 Implementation of Integrity Pact

Integrity Pact is to be followed by the bidders and shall be part of the Lease Agreement. The consequences of Integrity Pact may be perused on the website <http://www.aai.aero/>

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

Mr. J. K. Khanna

Mr. R. Ramanujam

Retd. IPS Officer

IAS (Retd.)

jkkhannaips@yahoo.com

raamaanuj@gmail.com



3.4 DELETED

3.5 Site visit and verification of information

3.5.1 Location and size of land parcels identified for commencement of AFS at Hirasar Airport are shown in drawings at Schedule I of Lease Agreement.

3.5.2 Bidders are encouraged to submit their respective Bids after visiting the Site and ascertaining themselves about the Site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to Site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them, at their own cost.

3.6 Acknowledgement of the Bidders

3.6.1 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the 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 Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 3.5 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 3.5 hereinabove necessary and required for submitting an informed Bid in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 3.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Lease Agreement by the Lessee;
- f) DELETED
- g) DELETED
- h) agreed to be bound by the undertakings provided by it under and in terms hereof.

3.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority or matters incidental or ancillary thereto.



3.7 Verification and disqualification

3.7.1 The Authority reserves the right to accept or reject any Bid and to annul or modify the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, at its sole discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.7.2 Right to accept or reject any or all Bids

The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

3.7.3 The Authority reserves the right to reject any Bid and debar the bidder, if

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

3.7.4 Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- a) consider the next best Bidder; or
- b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

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

Authority shall be entitled to forfeit and debar the Bidder, and appropriate the Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Lease Agreement, or otherwise.

3.8 Amendment of Bidding Documents

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

B. PREPARATION AND SUBMISSION OF BIDS**3.9 Language**

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

3.10 Documents requiring submission in original:

Notwithstanding the provisions of online Bid submission, the original hard copy of the Letter comprising the Bid as per Appendix-1 must be submitted by the Successful Bidder to Authority before issue of LOA.

3.11 Instructions for submission of Bid

3.11.1 Financial Bid duly filled and digitally signed in prescribed MS Excel format shall be submitted online only. Sample format for the same is given in Appendix-3.

3.11.2 Utmost care should be taken to upload the Financial Bid. Any change in the format of Financial Bid file shall render it unfit for bidding. Following Steps may be followed in submission of Financial Bid:

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

Please note that the format of Financial Bid as provided in Appendix-3 is only for the purpose of reference/ acclimatization, the Bidder needs to submit the Financial Bid online as per the procedure mentioned above.

3.12 Late Bids

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

3.13 Modifications/ Substitution/ Withdrawal of Bids

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

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

3.14 Validity of bids

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

3.15 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid documents or any information provided along with it.

3.16 Opening and Evaluation of Bids

3.16.1 Bidders shall note that qualification of Bids will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

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

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

3.16.4 To facilitate evaluation of Bidders, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose.

3.16.5 If a Bidder does not provide clarifications sought under Clause 3.16.4 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the

Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

3.17 Test of responsiveness

3.17.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- a) it is received as per formats prescribed in Appendices;
- b) it is received by the Bid Due Date including any extension;
- c) it paid the Bid Processing Fee and Bid Security online;
- d) it is submitted by the eligible bidders as per eligibility criteria;
- e) it contains all the information and documents (complete in all respects) as requested in this RFP;
- f) it contains information in formats same as those specified in this RFP/Bidding documents;
- g) it does not contain any condition or qualification; and
- h) it is not non-responsive in violation of terms hereof.

3.17.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the bid.

3.17.3 The Bidder shall be debarred for a period of 3 years without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Lease Agreement, or otherwise, if

- a) a Bidder submits a non-responsive Bid;
- b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
- c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d) the Selected Bidder fails within the specified time limit –
 - i. to sign and return the duplicate copy of LOA; or
 - ii. to sign the Lease Agreement; or

iii. to furnish the Performance Security within the period prescribed thereof in the Lease Agreement.

e) the Selected Bidder, having signed the Lease Agreement, commits any breach thereof prior to furnishing the Performance Security.

3.18 Selection of Bidder

3.18.1 Subject to provision of the Clause 3.2.3 & 3.14, the bidder whose bid is adjudged as responsive in terms of Clause 3.17.1 and who has quoted the highest Lease Fee shall be declared as the Selected Bidder (the “**Selected Bidder**”).

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

3.18.2 In case, a bidder is Highest Bidder for both the land parcels, LOA shall only be issued for the land parcel for which Bidder has quoted the highest lease fee. In case, the highest bidder has quoted the same rate for both the land parcel, the LOA shall be issued for only one land parcel, as decided by the Authority. However, the second highest Bidder for remaining land parcel will have to match the lease fee quoted by the Highest Bidder for that land parcel.

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

4. FRAUD AND CORRUPT PRACTICES

- 4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Lease Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Lease Agreement, the Authority may reject a Bid, withdraw the LOA, or the Authority may terminate the Lease Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Lessee, as the case may be, if it determines that the Bidder or Lessee, as the case may be, 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. In such an event, the Authority shall be entitled to debar the bidder for a period of 03 years or appropriate the Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Lease Agreement, or otherwise.
- 4.1.2 Without prejudice to the rights of the Authority under Clause 4.1.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Lease Agreement, or otherwise if a Bidder or Lessee, as the case may be, 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, or after the issue of the LOA or the execution of the Lease Agreement, such Bidder or Lessee shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Lessee, as the case may be, 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 practices, as the case may be.
- 4.1.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 4.1.4 “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 LOA or has dealt with matters concerning the Lease Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year 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 this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Lease Agreement, as the case may be, any person in respect of any matter relating to the Bid or the LOA or the Lease 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 Bids or the transaction contemplated in the Bidding Documents;

- 4.1.5 “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;
- 4.1.6 “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;
- 4.1.7 “**Unfair 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
- 4.1.8 “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.

5. MISCELLANEOUS

- 5.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- 5.1.3 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;
- 5.1.4 consult with any Bidder in order to receive clarification or further information;
- 5.1.5 retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- 5.1.6 independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

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

6. APPENDICES

APPENDIX – 1

Letter comprising the Bid

(Refer Clause **Error! Reference source not found.**)

To,

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

Sub: Grant of Lease Rights for setting of Aviation Fuel Stations (AFS) on Design, Build, Finance, Operate and Maintain (DBFOM) basis for two sites at Hirasar Airport.

Dear Sir,

1. With reference to your tender documents dated [●], we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Lessee for subject work and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. We shall make available to the Authority; any additional information it may find necessary or require to supplement or authenticate the Bid.
4. We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. We declare that:
 - a. We have examined and have no reservations to the Bidding Documents, including any addendum issued by the Authority;
 - b. DELETED
 - c. 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 4.1.3 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
6. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the transactions contemplated under the Bidding Documents, without incurring any liability to the Bidders, in accordance with Clause 3.16.3 of the RFP document.
7. We certify that in regard to matters other than security and integrity of the country, that any of our Directors/ Partners/ Proprietor 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 Project or which relates to a grave offence that outrages the moral sense of the community.



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

Yours faithfully,

Date: (Signature, name and designation of the Authorized signatory)
Place: Name and seal of Bidder

APPENDIX – 2



(Ref clause 3.33.3)

INTEGRITY PACT

This Pact (“**Integrity 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 is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, officers, or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part.

AND

[●] represented by [●] of the other part, hereinafter called the “Bidder” (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).

WHEREAS the Authority intends to award, under laid down organizational procedures, tender for construction, operation and maintenance of Hangars and the Aprons. 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 Bidders.

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 (Germany). The Authority will appoint an Independent External Monitors (IE) who will monitor the tender process and the execution of the agreement for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for construction, operation and maintenance of a Hangar and the Apron at [●] airport. In response to the NIT (Notice Inviting Tender) dated [●] Bidder is signing the agreement for the construction, operation and maintenance of a Hangar and the Apron at [●] airport.

NOW, therefore:

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the term of the agreement to be entered into with a view to:

- a) enabling the Authority to obtain the desired stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- b) enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the agreement by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. **Commitments of the Authority**

- 1.1. The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party



related to the agreement in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2. The Authority will, during the pre-agreement stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3. All the officials of the Authority will report to the appropriate authority office, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the agreement process. In such a case while an enquiry is being conducted by the Authority the proceedings under the agreement would not be stalled.

3. **Commitments of Bidders**

The Bidder commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-tender or post-tender stage in order to secure the agreement or in furtherance to secure it and in particular commit itself to the following:-

- 3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the agreement in exchange for any advantage in the bidding, evaluation, contracting and implementation of the agreement.
 - 3.1.1. The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the tender or forbearing to do or having done any act in relation to the obtaining or execution of the agreement or any other agreement with the Authority for showing or forbearing, to show favour or disfavour to any person in relation to the agreement or any other agreement with the Authority.
 - 3.1.2. The Bidder 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, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.2. The Bidder shall, when presenting its bid, disclose the name and address of agents and representatives and Indian Bidders shall disclose their foreign principals or associates, if any.
- 3.3. The Bidder shall when presenting its bid, disclose any and all the payments it has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid.

- 3.4. The Bidder, either while presenting the bid or during pre-agreement negotiations or before signing the agreement, shall disclose any payments it has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the agreement and the details of services agreed upon for such payments.
- 3.5. The Bidder will not collude with other parties interested in the agreement to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the agreement.
- 3.6. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.7. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertake to exercise due and adequate care lest any such information is divulged.
- 3.8. The Bidder will inform to the Independent External Monitors (IE) i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit. iii) If he makes any payment to any Authority's associate(s).
- 3.9. The Bidder commits to refrain from submitting any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder, the same shall be disclosed by the Bidder at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- 3.12. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.13. That if the Bidder, during tender process or before the award of the lease or during execution of the /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 into question, the Authority is entitled to disqualify him from the tender process or to terminate the agreement for such reason and to debar the Bidder from participating in future bidding processes.
- 4. Previous Transgression**
- 4.1. The Bidder declares that no previous transgression occurred in the last 3 (three) years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any Government department in India that could justify Bidders' exclusion from the tender process.
- 4.2. The Bidder agrees that if it makes incorrect statement on this subject, it can be disqualified from the tender process or the agreement, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender processes.

- 4.3. ~~That the Bidder undertakes to get this Integrity Pact signed by the subcontractor(s) whose value of the work contribution exceeds INR 2,00,00,000 (Indian Rupees Two Crore Only) and to submit the same to the Authority along with the tender document/ contract before agreement signing.~~
- 4.4. ~~That the subcontractor(s) engaged by the Bidder, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds INR 2,00,00,000 (Indian Rupees Two Crore Only) will be required to sign this Integrity Pact by the Bidder, and the same will be submitted to the Authority before doing/ performing any act/ function by such subcontractor(s) in relation to the work sub-contracted to it.~~
- 4.5. ~~That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Integrity Pact or violate its provisions or fails to get this Integrity Pact signed in terms of clause 4.3 or 4.4 above.~~
- 4.6. ~~That if the Bidder does/ do not sign this Integrity Pact or violate its provisions or fails to get this Integrity Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Bidder.~~
5. **Earnest Money, security deposit, bank guarantee, draft, pay order or any other mode and its validity, performance guarantee (PG)/bond.**
- While submitting bid, the Bidder shall deposit an EMD/SD/BG/draft/pay order, performance security etc. as per terms and conditions and details given in NIT / tender documents sold to the Bidders.
6. **Sanctions for violations/disqualification from tender process and exclusion from future contracts**
- 6.1. Any breach of the aforesaid provisions by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the Authority to take all or any one of the following actions, wherever required:
- 6.1.1. To immediately call off the pre-agreement negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 6.1.2. To immediately cancel the agreement, if already signed, without giving any compensation to the Bidder.
- 6.1.3. If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to debar the bidder.
- 6.1.4. To recover all sums already paid by the Authority, and in case of an Indian Bidder with interest thereon at SBI One Year MCLR+ 4%, while in case of a Bidder from a country other than India with interest thereon at 2% above LIBOR. If any outstanding payment is due to the Bidder from the Authority in connection with any other agreement or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Authority, along with interest.
- 6.1.6. To cancel all or any other agreements with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Authority resulting from such

cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

- 6.1.7. To debar the Bidder from participating in future bidding processes for a minimum period of 3 (three) years, which may be further extended at the discretion of the Authority.
- 6.1.8. To recover all sums paid in violation of this Integrity Pact by Bidder(s) to any middleman or agent or broker with a view to securing the agreement.
- 6.1.9. In case where irrevocable letters of credit have been received in respect of any contract signed by the Authority with the Bidder, the same shall not be opened.
- 6.1.10. Forfeiture of performance security in case of a decision by the Authority to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.
- 6.1.11. That if the Authority terminates the agreement under section 2 or 3 or 4 or if the Authority is entitled to terminate the agreement under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the bidder damages equivalent to 5% of the value of the agreement or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
- 6.1.12. That the Bidder agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder 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 tender after award of the tender has caused no damage to the Authority.
- 6.2. The Authority will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.12 of this Integrity Pact also on the commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3. That if the Bidder 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 for first time default.
- 6.4. That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitors' (IE) recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5. The decision of the Authority to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purpose of this Integrity Pact.
7. **Allegations against Bidders:**
That if the Authority receives any information of conduct of a Bidder or of an employee or a representative of a Bidder which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the vigilance department for appropriate action.

8. Independent External Monitors (s)



- 8.1. That the Authority has appointed competent and credible Independent External Monitors (s) for this Integrity Pact.
- 8.2. The task of the Independent External Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact. He will also enquire into any complaint alleging transgression of any provision of this Integrity Pact made by the Bidder or Authority.
- 8.3. That the Independent External 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.
- 8.4. That the Bidder accepts that the Independent External Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder. The Bidder will also grant the Independent External Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to the subcontractor(s). The Independent External Monitor is under obligation to treat the information and documents of the Authority and Bidder with confidentiality.
- 8.5. That as soon as the Independent External Monitor notices, or believes to notice, a violation of this Integrity 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 Independent External Monitor can in this regard submit his recommendations/ suggestions. Beyond this, the Independent External 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 Authority will provide to the Independent External 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 Bidder. The parties offer to the Independent External Monitor the option to participate in such meetings.
- 8.7. That the Independent External 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 the occasion arise, submit proposals for correcting problematic situations.
- 8.8. That if the Independent External 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 Independent External Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9. The word 'Independent External Monitor' would both include singular and plural.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Authority or its agencies shall be entitled to examine all the documents including the books of accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

That this Integrity Pact is subject to Indian Law. The place of performance and jurisdiction is the corporate headquarter /the regional headquarter / office of the Authority, as applicable.

11. **Other Legal Actions**



- 11.1. That the changes and supplements as well as termination notices need to be made in writing.
- 11.2. That if the Bidder is a partnership, this Integrity Pact must be signed by all the partners and their authorized representatives.
12. **Integrity Pact duration (Validity)**
- 12.1. That this Integrity Pact comes into force when both the parties have signed it. It expires for the Lessee 12 months after the initial/extended term and for all other Bidders 3 months after the tender is awarded.
- 12.2. 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 Integrity Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.
- 12.3. That should one or several provisions of this Integrity Pact turns out to be invalid; the remainder of this Integrity Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
13. **Company Code of Conduct:** Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

The parties hereby sign this Integrity Pact at _____ on _____

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

APPENDIX – 3
FORMAT FOR FINANCIAL BID SUBMISSION
(Refer Clauses 3.11)

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

	A	B	D	E	M	BA	BD
1	<div> <div>Validate</div> <div>Print</div> <div>Help</div> </div> Item Wise BoQ						
4	Tender Inviting Authority: Jt. G.M. (Land), CHQ, Airports Authority of India						
5	Name of Work: Grant of Lease Rights for setting of Aviation Fuel Stations (AFS) on Design, Build, Finance, Operate and Maintain (DBFOM) basis for two sites at Hirasar Airport.						
6	Contract No: 2022_AAI_117028_1						
8	Name of the Bidder/ Bidding Firm / Company :						
9	<p style="text-align: center;">PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)</p> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
10	NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	
11	Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder(excluding GST) in Rs. P	TOTAL AMOUNT (Excluding GST) in Rs. P	
12	1	2	4	5	7	13	
13	1	Lease Fee for Lease Rights for setting of Aviation Fuel Stations (AFS) on Design, Build, Finance, Operate and Maintain (DBFOM) basis for two sites at Hirasar Airport as shown in Schedule-I of Tender Document complete as per the terms and conditions of Bidding Documents:					
14	1.01	Plot-1	2000.00	per square meter per year		0.00	
15	1.02	Plot-2	2000.00	per square meter per year		0.00	
19							
20							
21							
22							

BoQ1

+

Note: This is for representation purpose only, no figures to be quoted here. The amount shall be filled Online in BOQ section on e-tender Portal only.

APPENDIX – 4
FORMAT FOR FINANCIAL BID SUBMISSION
(Refer Clauses 3.11)