

AIRPORTS AUTHORITY OF INDIA
Corporate Headquarters
Rajiv Gandhi Bhawan
Safdarjung Airport, New Delhi-110003
www.aai.aero

Tender Id: 2022_AAI_123107/1



Request for Empanelment (RFE) of Agencies for
participation in tenders for
Vehicle Parking Management Services
at AAI Airports – Phase IV

[21/July 2022](#)

*This NIT contains Page no. 1 to Page No. 51

TABLE OF CONTENTS

S.No.	Topic	Page No.
1.	Disclaimer	3
2.	E-Tendering guidelines for the Applicant	5
<u>Part – I: Instructions to Applicants</u>		
3.	Introduction	8
4.	Important Terms & Definitions and Overview of the Empanelment Process	9
5.	Eligibility Criteria & Methodology for qualification and evaluation	14
6.	Instruction to Applicants	20
<u>Part – II: Documents and Forms for submission</u>		
7.	Annexure A	31
8.	Appendix – 1 – Format of Covering Letter	32
9.	Appendix – 2 – Power of Attorney	35
10.	Appendix – 3 – Details of Applicant	36
11.	Appendix – 4 – Checklist for Submission	37
12.	Appendix – 5 – Statutory Audit Certificate	38
13.	Appendix – 6 - List of Contracts	39
14.	Appendix – 7 – Self Declaration of Dues	40
15.	Appendix – 8 – Empanelment Agreement	41
16.	Appendix – 9 – Acceptance of RFE Terms & Conditions	46
17.	Appendix – 10 – Declaration as per clause – 3.2.1 (e)	47
18.	Appendix – 11 – Undertaking for Performance Security	48
19.	Appendix- 12: Letter on Transmission of BG cover Message	49
20.	Appendix- 13: Format of Bank Guarantee	50

DISCLAIMER

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

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

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

4. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFE or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFE and any assessment, assumption, statement or information contained therein or deemed to form part of this RFE or arising in any way with pre-qualification of Applicants for participation in the Empanelment process.

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

6. 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 RFE. The issue of this RFE does not imply that the Authority is bound to select and short-list pre-qualified Proposals for Empanelment/

Bid Stage or to appoint the Empanelled agency or Concessionaire, as the case may be, for the Concession and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

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

“E – Tendering guidelines to the bidders”

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

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

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

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

CPPP under GePNIC, Help Desk Services

- 1. For any technical related queries, please call the Helpdesk at 24X7 Help Desk Numbers: 0120-4200462, 0120-4001002**

Note – Bidders are request 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.

Telephone: 0120-4200462, 0120-4001002

Mobile: 91 8826246593

E-Mail: support-eproc@nic.in

- 2. For any policy related matter / clarifications, please contact Department 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 <https://etenders.gov.in> The help desk services shall be available on all working days (except Sunday and Gazetted Holiday) between 0800-200 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. **In case of any issues faced, the escalation matrix is as mentioned below:**

S.N.	Support Persons	Escalation Matrix	E-mail address	Help Desk Number	Timings
1.	Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs (Mon-Sat)
2.	Sanjeev Kumar, Mgr. (IT)	After 4 hours of issue	etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950, Ext-3505	0930-1800 Hrs. (Mon –Fri)
3.	Sh. Dharmendra Kumar Jt. GM (IT)	After 12 Hours	dkumar@aai.aero	011-24632950, Ext - 3527	0930-1800 Hrs. (Mon –Fri)
3	Assistant Manager (Comml), Bid Manager	After 12Hours	yogesh_c@aai.aero	011-24632950 Extn-3056	0930-1800 Hrs. (Mon –Fri)
4	General Manager (IT)	After 3 days	gmitchq@aai.aero	011- 24657900	0930-1800 Hrs. (Mon –Fri)
5.	CHQ Nodal Officer	After 03 days	cio@aai.aero	011- 24645858	0930-1800 Hrs. (Mon –Fri)

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

- 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.

PART I

INSTRUCTIONS TO APPLICANTS

1. INTRODUCTION

1.1 ABOUT AIRPORTS AUTHORITY OF INDIA: Airports Authority of India is (“AAI”) is the largest Airport operator in India providing Modernization, Air Navigation, Operation and Management of 137 Airports across India. AAI is desirous of Empanelment of eligible entities for effective management of vehicle parking services at its various airports. Airports Authority of India (AAI) came into existence on 1st April 1995. AAI has been constituted as a Statutory Authority under the Airports Authority of India Act, 1994. The main functions of AAI include:

- ☐ Design, development, operation and maintenance of passenger terminals.
- ☐ Development and management of cargo terminal at international and domestic airports.
- ☐ Provision of passenger facilities at terminals like Duty Free Out lets, Travel Retail Outlets, F&B facilities, Executive Lounges, Ground transportation facilities and other non-aero activities and information systems.

Since its inception in 1995, AAI has been at the helm of affairs in the development of airport infrastructure and management and control of airport operations and air navigation services in India. Over the past two decades AAI has been on the forefront of modernizing and developing airside and terminal side infrastructure and improving its services at airports to deliver a better travel experience to passengers. These measures have resulted in improved air safety and passenger satisfaction as is reflected in passenger experience survey results. During the Financial Year 2020-21, AAI has recorded a total revenue of Rs 4867.04 Crores and a profit after tax (PAT) of Rs: 1962.06 Crores.

1.2. SCOPE OF EMPANELMENT

1.2.1 In order to simplify the Award/ grant of Vehicle Parking concession at AAI Airports, AAI intends to scrutinize the candidature of interested Vehicle parking agencies w.r.t. Eligibility criteria laid down by AAI at CHQ level as one-time exercise and empanel the qualified agencies who in turn will be allowed to participate in tender duly initiated by respective airports/RHQ/CHQ which would involve limited documents/ information verification for award of license. The validity of this empanelment will be 2 years from the date of issuance of the empanelment list by CHQ -

1.2.2 AAI airports, listed at **Annexure A**, will individually invite e-tender for vehicle parking management facility in which empanelled entities will be allowed to bid. Major activities/rights comprising the vehicle parking management license will be given in detail in the e-tender to be invited by concerned airports/ RHQ/ CHQ. Also, AAI may choose to opt for Open Tender at its own discretion if the total number of bids received for a particular tender is less than three.

1.2.3 Empanelled entities will be required to submit only limited documents during the subsequent bidding process for vehicle parking tenders at respective airports.

1.2.4 Scope of Work of Vehicle Parking rights License at AAI Airports:

- (i) Supply, Install, Test, Commission, Operate & Manage Automated Vehicle Parking Management Solution
- (ii) Management of Designated Car Parking and Parking Fees Collection Rights
- (iii) Access Fees Collection Rights (if applicable)
- (iv) Lane Management
- (v) Any further change (added or deleted) in scope of work as per the Vehicle Parking Tenders invited at Airports/CHQ/RHQ.

The detailed 'Scope of Work' will be provided in specific NITs as and when the tenders are invited.

1.2.5 Periodicity of Empanelment: The validity of this empanelment will be 2 years from the date of issuance of the empanelment list by CHQ.

2. IMPORTANT TERMS & DEFINITIONS AND OVERVIEW OF THE EMPANELMENT PROCESS

2.1. IMPORTANT TERMS & DEFINITIONS: In this RFE Document, the following words and expressions shall, unless repugnant to the context or meaning thereof and unless the document so specifically provides, have the meaning herein after respectively assigned to them:

- (a) "AAI or Authority" shall mean the Airports Authority of India.
- (b) "Agreement" shall mean the Empanelment agreement between AAI and empanelled agency/vendor.
- (c) "Category I" – The category of empanelled agencies as per this RFE, who have an annual Gross Turnover of Rs Six (06) crores and above.
- (d) "Category II" – The category of empanelled agencies as per this RFE, who have an annual Gross Turnover equal to or more than Rs One (01) Crore and less than Six (06) crores.
- (e) "Category III" – The category of empanelled agencies as per this RFE, who have an annual Gross Turnover Equal to or more than Rs Thirty Five (35) Lakh and less than One (01) crore.
- (f) "Category IV" – The category of empanelled agencies as per this RFE, who have an annual Gross Turnover equal to or more than Rs Twenty (20) Lakh and less than Thirty Five (35) lakh
- (g) "Category V" – The category of empanelled agencies as per this RFE, who have an annual Gross Turnover equal to or more than Rs Ten (10) Lakh and less than Twenty (20) Lakh. The same has been illustrated through the table below:

S. No	Category of Airport (as per attached Annexure A)	Annual Gross Turn Over
1	Category - I	Turnover \geq 06 crores
2	Category - II	06 Crore > Turn over \geq 01 crores
3	Category - III	01 Crore > Turn over \geq 35 Lakhs
4	Category - IV	35 Lakhs > Turn over \geq 20 Lakhs
5	Category - V	20 Lakhs > Turn over \geq 10 Lakhs

- (h) “Companies act” Means Indian Companies Act 1956/ 2013 and amendments thereto.
- (i) “Empanelled Agency/Vendor” shall mean the agency which are empanelled as per the AAI published Empanelment List.
- (j) “Empanelment process” shall mean the single stage selection process with Two envelop system to empanel agencies for management of vehicle parking licenses at AAI Airports as per **Annexure-A**.
- (k) “GOI” shall mean the Government of India and any Agency, Authority, Department, Ministry or Statutory person under the control and direction of Government of India.
- (l) Letter of Empanelment” shall mean the letter issued by AAI to the Shortlisted applicants.
- (m) “Performance” w.r.t. empanelment of an agency shall mean the following:
- (i) Based on Participation in Vehicle Parking Tenders: The empanelled agency shall participate in at least one (01) Tender each year from the date of empanelment matching the requirements of its empanelled category or lower category subject to five tenders awarded in that particular category or below by AAI. All the tenders i.e regular tender/short term tender/stop gap tender, etc. invited at different AAI airports shall be counted for the purpose of performance evaluation. The evaluation shall be done on parameters defined below in para iii(a) [Performance Evaluation Criteria].

Illustration:

- If Agency A has been empanelled for Category-I, it shall mandatorily participate in at least one tender in each year for the vehicle parking license of airports under Category – I or its lower category airports mentioned in Annexure–A.
 - Agency A, empanelled for Category-I, is also entitled to participate for the tenders at Category–II, III, IV, V airports.
 - Similarly, Agency B which has been empanelled for Category-II shall mandatorily participate in at least one tender each year for the vehicle parking license of airports under Category – II or its lower category airports mentioned in Annexure–A.
 - Agency B, empanelled for Category II, is also entitled to participate for the tenders at Category – III, IV, V airports.
- (ii) Discharge of duties post award of Vehicle Parking Contract: The empanelled agency which has been awarded the contract shall be evaluated

by the respective Airport based upon its discharge of duties as per the contract at the Airport. The same shall be evaluated on parameters defined below in para iii(b) [Performance Evaluation Criteria].

(iii) Performance Evaluation Criteria: Evaluation of Performance of an agency for empanelment will be assessed annually as defined below:

(a) Based on Participation in Vehicle Parking Tenders (To be evaluated at CHQ level): Empanelled agency will be given marks as per the following:

Sl. No.	Parameters for Positive Scoring	Scoring	Remarks (Annual one-time Scoring)
1.	Participation (one time scoring to be done by CHQ)	-5/5	Nil participation = (-5) Participation in one or more tenders = (5)
2.	Award of Contract	0/5	No contract awarded = 0 One or more contracts awarded = 5

(b) Based on Discharge of duties post award of Vehicle Parking Contract (To be evaluated at Airports) Empanelled agency will be given marks as per the following:

S. No.	Parameters for Positive Scoring	Positive scoring	Parameters for Negative Scoring	Negative Scoring
1.	Lane Management	0 to 5	Complaints received against the Agency	(-5) to (0)
2.	Parking Management	0 to 5	Conducts of misbehavior with passenger/ Airport users/ Staff	(-5) to (0)
3.	Automation	0 to 5	Untimely payment of License Fee/ Overdues	(-5) to (0)
4.	No. of Marshals/ Workforce deployed as per NIT	0 to 5	Uncleanliness in the allotted Area	(-5) to (0)
5.	Entry/ Exit Booth Management	0 to 5	Any other kind of Irregularity	(-5) to (0)

Note [Point (iii) (a) and (b) above]:-

(i) *Scoring defined in Para iii(a) above will be (-5) for NIL participation and (0) for NIL award. After securing minimum participation or award, i.e., one participation in any Vehicle Parking tender and one award of Vehicle Parking Contract the scores will cease to depend on the number of participation or award. For example, an agency which has participation in one tender and another agency which has participated in more than one tenders in an evaluation year will score (5) marks both. Likewise, an agency which has been awarded a contract at one Airport or more than one Airports in an evaluation year will also score only (5) in both the cases.*

- (ii) *Final Evaluation to be done at CHQ shall be an arithmetic sum of the all positive and negative scores taken together from both the evaluation defined in para (iii) above.*
- (iii) *Agencies scoring an aggregate of (-5) or below after final evaluation at CHQ may be depanelled and shall lead to forfeiture of Performance Security by 50%.*
- (n) “Proposal” shall mean the documents received by AAI from agencies.
- (o) “RFE Document” shall mean the documents set out in this RFE page No 01 to page No. 51 including all the Appendices, Annexures and Schedules thereof and any amendments thereto made in accordance with the provisions contained in this document.
- (p) “Shortlisted Applicant/Agency” shall mean the agency eligible for empanelment pursuant to this RFE.
- (q) “Agency” means an entity intended to participate in this empanelment process under these RFE documents.
- (r) “Statutory Auditor” means a Chartered accountant appointed as per Section 44 of Income Tax Act 1961 and amendments thereof.

2.2 OVERVIEW OF EMPANELMENT PROCESS:

2.2.1 Through this RFE, AAI invites applications from entities/agencies in the business of vehicle parking management for empanelment for a period as per para 1.2.5 above for participation in tenders for vehicle parking management at AAI airports. Detailed scope of vehicle parking management will be prescribed in the e-tenders to be invited for respective airports.

2.2.2 AAI intends to follow a single stage empanelment process via e-tendering system for selection of Vehicle parking agencies. Selection process will involve, evaluation of technical and financial eligibility criteria based on the RFE terms and conditions. Entities fulfilling technical and financial eligibility criteria will be empanelled and will remain valid for a period as per para 1.2.5 above from the date of issuance of empanelment list by CHQ subject to terms and conditions set forth in this RFE document and the Empanelment agreement with AAI. Subsequently the list shall be published on AAI website.

2.2.3 Details of the process of selection, including the schedule of Empanelment process is provided in RFE documents.

2.2.4 The Proposals would be evaluated on the basis of the evaluation criteria set out in this Request for Empanelment (RFE) Document (hereinafter referred to as the “Eligibility Criteria”) in order to identify the Successful Agency/ Agencies for the services envisaged under the RFE/ Empanelment Agreement.

2.2.5 Pursuant to the release of this RFE Document, AAI shall receive Proposals,

prepared and submitted in accordance with the terms set forth in this RFE Document and other documents provided by AAI including annexure/ Appendix hereto (collectively referred to as the "Bid Documents"), as modified and clarified by AAI.

2.2.6 This RFE Document and all attached documents are and shall remain the property of AAI and are transmitted to the Applicants solely for the purpose of preparation and submission of their respective proposals in accordance with RFE. Applicants shall not use it for any purpose other than for preparation and submission of their Proposals.

2.2.7 The statements and explanations contained in this RFE Document are intended to provide an understanding to the Applicants about the subject matter of this RFE Document and shall not be construed or interpreted as limiting, in any way or manner whatsoever. Any omissions, conflicts or contradictions in the Bid Document are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by AAI.

2.2.8 Participating agencies may note that AAI will not entertain any material deviations from the RFE Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Applicants will be unconditional and the Applicants would be deemed to have accepted the terms and conditions of the RFE Document with all its contents including the terms and conditions of the draft Agreement. Any conditional Proposal is liable for outright rejection.

2.2.9 Conditional or incomplete proposals are liable to be treated as non-responsive and, therefore may be rejected at the sole discretion of AAI.

2.2.10 This RFE Document is not transferable.

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

2.2.12 The empanelled agencies have to enter into Empanelment Agreement with Authority as per the format given in the **Appendix:8** The work and obligations of the successful applicants is underlined in the Empanelment Agreement. Further, AAI reserves the right to amend and supplement the scope of service and work.

2.2.13 **Only empanelled entities will be entitled to submit their bid as and when limited parking tenders are floated by AAI Airports listed in Annexure A.** It may be noted that terms and conditions listed in respective vehicle parking tenders will be binding on such empanelled entities and such licenses will be governed by the terms and conditions set forth in respective tenders. Also, AAI may choose to opt for Open Tender at its own discretion if the total number bids received for a particular tender is less than three. In such a scenario, empanelled agencies need to submit only limited documents for Technical qualification. (for eg: No due certificate etc.)

2.2.14 **The agencies already empanelled by AAI vide tender ID 2020_AAI_65352_1 for a period of 02 years from 01/03/2021 to 28/02/2023 need**

not to apply for empanelment.

2.2.15 The Authority reserves its right to grant the Concession for Vehicle Parking Management to the Empanelled agency pursuant to the tender process at airport level.

2.2.16 Applicants are advised to carry out such studies in greater detail for submitting their respective Proposals for empanelment at their exclusive cost.

2.2.17 The Applicant shall submit a Power of Attorney as per the format enclosed at **Appendix -2.**

2.2.18 An entity in the form of Proprietorship or Partnership or Company under Indian Companies Act 1956/2013 and amendments there to only are eligible to participate in this selection process. **In case of partnership entities, only registered partnership will be eligible and considered for empanelment. Non registered partnership will not be eligible for empanelment. Joint Venture (JV)/Consortium** is not eligible/permitted to participate in this selection process.

2.2.19 An Applicant who has earlier been barred by AAI or any entity of GOI or State Govt or PSU or blacklisted by any State Government or Central Government/ Department/Agency in India from participating in tenders or empanelment process shall not be eligible to submit a Proposal, if such bar subsists as on the Proposal Due Date/date of release of empanelment list by AAI. Further experience claimed during any of the blacklisted period will not be considered.

2.2.20 For an Applicant to be eligible, the said Applicant or any of its constituents or predecessor entity must not have been a defaulter in complying with statutory obligations.

2.2.21 Notwithstanding anything stated elsewhere in these documents, AAI shall have the right to seek updated information from the Applicants to confirm their continued eligibility. Applicants shall provide evidence of their continued eligibility in a manner that is satisfactory to AAI. An Applicant may be disqualified if it is determined by AAI at any stage during the process that the Applicant will be unable to fulfill the requirements of the Contract or if an Applicant fails to continue to satisfy the eligibility criteria. Supplementary information or documentations may be sought from Applicants at any time and must so be provided by such Applicants within a reasonable timeframe as stipulated by AAI.

3. Eligibility Criteria and Methodology for Qualification and Evaluation:

A. General

3.1 **Qualification Parameters:** The Applicant's competence and capability shall be established by following parameters:

- (a) Applicant should be a Proprietorship or Partnership or Company registered under Companies act 1956/2013 and amendment thereof. In case of partnership it must

be registered partnership and registration details to be attached.

- (b) Joint Venture /Consortium is not permitted in the empanelment.
- (c) Technical Capability of Applicant, evaluated in terms of the criteria outlined in the Qualification requirements specified in Clause 3.2.1.
- (d) Financial Capability of the Applicant, evaluated in terms of turnover of the Applicant Specified in Clause 3.2.2.

3.2 **Eligibility Criteria:**

3.2.1 **Technical Experience Criteria:**

Minimum 2 years of Experience (during the last seven years) of managing license for vehicle parking contracts at hospitals, airports, seaports, railways, metro rail stations, public vehicle parking area of Public Authority, Commercial Complexes conforming to stipulations under Para 3.2.1 Note.

OR

The manufacturer of automated vehicle parking solutions for Car parking (who provide infrastructure, software & hardware and operate) having 2 years' experience (during the last seven years) in their line of business shall also be eligible to participate.

OR

The Integrated automated car parking solution providers for Car parking (who provide infrastructure, software & hardware and operate) having 2 years' experience (during the last seven years) in their line of business shall also be eligible to participate.

Note:

- (a) Experience claiming from Hospitals shall be from a minimum 100 bedded hospital with parking area capacity of 50 four wheelers.
- (b) Experience from Public Authority/Railways/Metro rail shall be from managing a parking area having capacity of minimum fifty (50) 4 wheelers.
- (c) In case the agency claims experience pertaining to commercial complexes, the commercial complex should have a built up area of at least 10,000 square meters and a parking capacity of one hundred (100) 4 wheelers (approximately 1250 sqm)”
- (d) Applicants should submit any of the supporting documents like experience certificate/work order/work completion certificate/ Statutory auditor certificate as the proof for claimed technical experience.
- (e) The bidder shall submit an undertaking in a Rs.100/- non judicial stamp Paper in support of experience viz. status of Hospital/Commercial complex/Public

Authority etc. and authenticity of the experience documents submitted to AAI.

- (f) Total years of experience is to be reckoned upto the date of opening of technical bid for the RFE, i.e on the date of opening of technical bid, the party should fulfil the experience criteria as claimed.

3.2.2 **Financial Benchmark for Empanelment**

Sl. No.	Classification of Airports	Minimum Annual Gross Turnover requirement for the applicant (in INR)
1.	Category – I	06 crore
2.	Category – II	1 crore
3.	Category – III	0.35 crore
4.	Category – IV	0.20 crore
5.	Category – V	0.10 crore

*Category of Airports as per Annexure-A

- (i) The financial criteria will be ascertained as per the Statutory Auditor Certificate. The turnover requirement should be from business during any of the two (02) financial years in the last seven (07) financial years for which the experience is claimed by the agency.
- (ii) The agencies will be empanelled as 5 different categories based on their financial turnover and will be eligible to participate on the category of airports and all below categories of airports as described.
For example, based on the submitted financial turnover, if an agency has been empanelled for Category I of the airports then it can participate in category -I and all other lower category of airports i.e Cat-II, Cat-III, Cat-IV and Cat V.
- (iii) Out of the minimum annual gross turn over requirement minimum 10 % shall be from the same kind of business. The turnover claimed should be congruous with the period in which experience is claimed by the agencies.
- (iv) The Bidders turn over details should be supported with audited annual accounts for the respective financial years and it should be mandatorily certified by statutory auditor.

3.2.3 AAI may ask for additional documents (if required) for complete evaluation of application for empanelment. After assessing technical as well as commercial capabilities of the applicant, AAI may consider the applicant for empanelment and the same shall be communicated to the applicant.

B. Evaluation Methodology

3.3 **Opening of Proposal**

3.3.1 AAI shall open the applicant response in the e-portal as per time date and time scheduled in clause 4.9.3.

3.3.2 AAI shall intimate Applicants by corrigendum in AAI website and e-portal in case any change in the date of opening of the Proposal.

3.3.3 Any information contained in the Proposal shall not in any way be construed as binding on AAI, its agents, successors or assigns, but shall be binding on the applicant during the entire validity period of empanelment.

3.4 **Test of Responsiveness:**

3.4.1 Non-submission of processing fee shall lead to downright rejection of the proposal with no further considerations.

3.4.2 Applicants are expected to submit proposals complete in all respects. The required documents as per **clause 4.7** and details must be included. In the absence of the same, being material deviation, AAI reserves all the rights to reject the Proposal. A material deviation can be defined as:

a) Nonfulfillment of any obligation and non-submission of any document as per the provisions of this RFE.

b) Provision of wrong/incomplete information.

3.4.3. AAI reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by AAI in respect of such Proposals.

3.5 **Evaluation of Technical Submissions:**

3.5.1. As part of Qualification Phase, the Technical Submissions as submitted by the Applicants shall be checked for eligibility, experience, financial capability, Processing fee, self-declaration of disputed/undisputed dues and other such compliances with the requirements of the RFE Document. AAI reserves the right to reject the Proposal of an Applicant if the same is not responsive in terms of Clause 4.7.

3.6 **AAI's Right to Accept or Reject Proposal:**

3.6.1 AAI reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the empanelment process, at any time prior to LoE, without any liability or obligation for such acceptance, rejection or annulment.

3.6.2 AAI reserves the right to invite revised Proposals from Applicants if:

- a) There is any amendment in the RFE document at any stage.
- b) AAI deems the Empanelment procedure to be unsatisfactory/inefficient for the intended purpose at later stage.

3.6.3 Even if the Applicant satisfies every criteria as per the guidelines set forth in clause

no. 3 & 4.7, AAI, at its discretion, can disqualify the Applicant, if the Applicant:

- (a) has been debarred by any state or central government or government agency in India and the same is subsisted at the time of empanelment; or
- (b) has made misleading or false representation in the forms, statements and attachments submitted; or
- (c) the Applicant does not respond promptly and thoroughly to requests for supplementary information requested by AAI for the evaluation of the Proposal; or
- (d) the Applicant engages in a corrupt, fraudulent, coercive, undesirable or restrictive practices;

3.6.4. If such disqualification occurs after the issuance of LoE and during the validity of period of empanelment, applicant gets disqualified then AAI reserves the right to take any such measure as may be deemed fit in the sole discretion of AAI, including annulment of the LoE and forfeiture of the Performance Security amount.

3.6.5. Proposals shall be deemed to be under consideration immediately after they are opened until such time that AAI makes an official intimation of award/rejection to the Applicants. While the Proposals are under consideration, Applicants and/or their representatives or other interested parties are advised to refrain from contacting, by any means, AAI and/or their employees/representatives on matters relating to the Proposals under consideration.

3.6.6 The empanelled agencies should also ensure that they are not falling into any CONFLICT OF INTEREST during the subsequent bidding process of vehicle parking management tenders of AAI airports. No agency shall be disqualified from empanelment owing to 'Conflict of Interest'. However, during subsequent bidding process at airport level the agency shall be disqualified if there is a 'Conflict of Interest' on its part and its bid may be rejected for the same.

Conflict of Interest:

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder 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, or its Affiliate (or any constituent thereof) and any other Bidder or any Affiliate 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 Affiliate thereof (or any shareholder thereof) having a shareholding of more than 20% (twenty percent) of the aggregate issued, subscribed and paid up share capital of such Bidder, Member

or Affiliate, (as the case may be) in the other Bidder, its Member or an Affiliate is less than 20% (twenty percent) of the aggregate issued, subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by the Authority, a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013;

For the purposes of this Clause, indirect shareholding held through 1 (one) or more intermediate persons shall be computed as follows:

(A) 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

(B) subject always to sub-clause (A) 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 if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the aggregate issued, subscribed and paid up equity shareholding of such intermediary; or

- ii. a Bidder/ Nominated Entity has nominated the same Nominated Entity or Nominated Personnel as another Bidder; or
- iii. a constituent of such Bidder is also a constituent of another Bidder; or
- iv. such Bidder or any Affiliate thereof receives, has received, or has entered into an agreement to receive, any direct or indirect subsidy, grant, concessional loan, or subordinated debt from any other Bidder, or any Affiliate thereof or has provided or has entered into an agreement to provide any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Affiliate thereof; or
- v. such Bidder has the same legal representative for purposes of a Bid as any other Bidder; or
- vi. such Bidder or any Affiliate thereof, has a relationship with another Bidder or any Affiliate thereof, directly or indirectly or through a common third party/ parties, that puts either or both of them in a position to have access to each other's information, or to influence the Bid of either or each other; or such Bidder or any Affiliate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause shall include each Member of such Consortium and the term Affiliate with respect to a Bidder shall include an Affiliate of each Member of that Consortium.

Note:

Regarding conflict of interest, AAI shall place reliance upon the declaration to be submitted by the bidder/applicant in the form of acceptance of AAI's tender conditions/other documents forming part of technical bids.

In the event, the declaration submitted by the bidder/applicant towards there being no conflict of interest, is found incorrect/false, such incorrect declaration would be treated as submission of false/incorrect document and it would amount to material misrepresentation made by the bidder/applicant. In such event, punitive actions shall be taken by AAI as per provision of tender documents/ license agreement.

3.7 Notification

3.7.1 Applicant who meets the requirements set out above in 3.2.1, 3.2.2 and 3.6.3 shall be declared successful and will be empanelled by AAI.

3.7.2 AAI will notify the Successful Applicant by E-mail/ Letter of Empanelment, stating that that its Proposal has been accepted and agency is one of the empanelled agency.

3.8 Acknowledgement of Letter of Empanelment (LOE) and submission of Performance Security to be submitted by the agency.

3.8.1 On the basis of evaluation of Proposal, AAI shall issue a Letter of Empanelment (LOE) to the Successful Applicant. Within seven (7) days from the date of issue of the LOE, the Successful Applicant(s) shall accept the LOE and submit to AAI the Acceptance Letter.

3.8.2 Within 30 days of issue of LoE the applicant should submit Performance security and sign an Empanelment agreement with AAI as per the given format in Appendix-8.

3.8.3 Once the applicant complies with 3.8.1 and 3.8.2 above, AAI will issue the Empanelment List.

4 INSTRUCTION TO APPLICANTS

(A) Preparation and Submission of Proposal

4.1 Language: The Proposal and all related correspondence and documents shall be written in the English language. The supporting documents and printed literature furnished by the Applicant with the Proposal may be in any other language provided that they are accompanied by a true and correct translation into English and duly signed, stamped and certified by the Applicant to be true and correct. Supporting materials that are not translated into English shall not be considered for evaluation of the Proposal. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

4.2 Contents of RFE Document: The RFE Document consists of two Parts as listed below and would include any addenda issued in accordance with Clause 4.15.1.

Part I	Instructions to Applicants (ITA)
Part II	Documents and Forms for submission

4.3 Processing Fee (Non-refundable)

4.3.1 All proposals shall be accompanied by a non-refundable Processing Fee in Indian National Rupee (INR) as below:

- (a) For entities claiming with Gross Annual Turnover of minimum Rs. 6.00 crores and above - Rs.1,00, 000/- (Rupees One lakh only) plus GST @18%.
- (b) For entities claiming with Gross Annual Turnover from equal to or more than Rs.1 crore and less than 6 crores - Rs.75, 000/- (Rupees Seventy Five thousand only) plus GST @18%.
- (c) For entities claiming with Gross Annual Turnover from equal to or more than 0.35 crore and less than 1 crore - Rs.50,000/- (Rupees Fifty thousand only) plus GST @18%.
- (d) For entities claiming with Gross Annual Turnover equal to or more than 0.10 crores and less than 0.35 crores- Rs.25,000/- (Rupees Twenty Five thousand only) plus GST @18%.

Note: On CPP portal the Least Processing fee (Tender fee of Rs 25,000/-) will be displayed, however the applicant should remit the Tender fee as per Processing fee as per RFE of Clause 4.3.1 and enter the same on portal also.

4.3.2 No relaxation of any kind in Bid Processing Fee shall be given to any Applicant and is non-refundable once it is remitted.

4.3.3 The processing fee shall be remitted directly to AAI a/c via online payment gateway provided in the NIC CPP portal.

4.4 VALIDITY OF EMPANELEMENT

4.4.1. The Empanelment will be valid for a period of two (2) years from the date of issuance of empanelment list.

AAI reserves the right to reject any Proposal that does not meet this requirement.

4.4 .2 Only empanelled agencies will be allowed to participate in future limited vehicle parking tenders in AAI (subject to clause 2.2.13) airports in the Annexure-A.

4.5 APPLICANTS RESPONSIBILITY

4.5.1 The Applicant is expected to examine carefully the contents of the Empanelment Documents. Failure to comply with the requirements of Empanelment Documents will be at the Applicant's own risk.

4.5.2 It would be deemed that prior to the submission of Proposal, the Applicant has:

- (a) made a complete and careful examination of requirements and other information set forth in the Empanelment Documents.
- (b) received all such relevant information as it has requested from AAI; and
- (c) Made a complete and careful examination of the various aspects of the Draft Empanelment agreement including but not limited to:
 - (i) All matters that might affect the Applicant's performance under the terms of the Bid Documents;
 - (ii) a diligent scrutiny and is in conformity with the terms and conditions of the draft concession Agreement;
 - (iii) Clearances required to be obtained under the Empanelment agreement and applicable laws and regulations in force in India
 - (iv) AAI shall not be liable for any mistake or error or neglect by the Applicant in respect of the above

4.5.3 Applicant shall ensure that they do not fall into any of the disqualification criteria as listed in clause – 4.16 and will inform promptly to AAI as and when any of the clauses of clause – 4.16 is attracted /activated to respective applicants.

4.5.4 Applicant shall ensure the fulfilment of all the terms and conditions of empanelment throughout the validity of empanelment period.

4.5.5 The applicant shall fulfil the 'Performance Criteria' as defined in Clause 2.1. (m) above.

4.5.6 The applicant shall submit interest free 'Performance Security' in the form of Bank Guarantee subject to applicant's eligibility as described further in clause 4.6.

4.6 Performance Security (Refundable):

4.6.1 All the shortlisted applicant shall submit interest free PERFORMANCE SECURITY in the form of Bank Guarantee /RTGS/NEFT only in favour of AAI within 30 days from the issuance of LOE as per details below:

- (a) For entities claiming with Gross Annual Turnover of equal to or more than Rs.1 crores (one crore) - Rs.2, 00,000/- (Rupees two lakh only)
- (b) For entities claiming with Gross Annual Turnover less than Rs.1 crores (One crore) - Rs.1, 00,000/- (Rupee one lakh only).

Note : The SD to be furnished in the form of Bank Guarantee (as per Attached Appendix 13) only to be issued by Scheduled Bank having a validity period of 180 days from the date of expiry of contract. However, Bank Guarantee from co-operative bank (even scheduled) or in the form of FDR is not acceptable. Further, AAI has the right to encash this guarantee up to 180 days from the said date.

In case the Performance Security is in the form Bank Guarantee (BG), it is to be submitted in accordance with the bank details as follow:

CORPORATE NAME	AIRPORTS AUTHORITY OF INDIA
BANK NAME	ICICI BANK
IFSC CODE	ICIC0000007
BG ADVISING MESSAGE	IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
UNIQUE IDENTIFIER CODE	AAICORHQ be mentioned in field 7037 of BG advising message code.

While submitting the documents to BG issuing Bank the successful bidder to also submit letter to the issuing bank as per format provided in Appendix 12.

Along with the original BG document, successful bidder to attach copy of SFMS BG confirmation message sent by the BG issuing Bank to ICICI Bank

4.6.2 The performance security will be returned to the applicant within 90 days after the expiry of the empanelled validity period subject to 'Performance Evaluation' as described in para 2.1(m) above.

4.6.3 AAI reserves the right to forfeit the performance security, full or part thereof in case of any situation which will warrant disqualification of the agency as per the RFE clause 3.6.3 and Clause 4.16 or Empanelment agreement's terms and conditions by the empanelled agencies. AAI reserve the right to review/check the performance of the empanelled agencies, any time during the validity period of empanelment. In case the empanelled agency doesn't satisfy the "**Performance Evaluation**" in the review, then AAI shall reserve the right to forfeit by 50% of the performance security.

4.7 Format and Submission of Proposal

4.7.1. Applicants shall provide all the information as required from this RFE Document and in the specified formats. AAI reserves the right to reject any Proposal that is not accompanied by the mandatory documents.

4.7.2. The Proposal should be submitted in two envelop in e-portal with **following MANDATORY documents**:

ENVELOP A : Documents for Submission would include:

- (i) Covering Letter as per **Appendix 1** stating the Proposal.
- (ii) Power of Attorney for Signing of the Proposal as prescribed in **Appendix 2**.
- (iii) Details of Applicant together with supporting documents required as prescribed in **Appendix 3**.
- (iv) Details of Financial Capability of the Applicant as prescribed **Appendix 5**.
- (v) Details of contracts executed by the Applicant in the past together with certificates etc. as prescribed in **Appendix 6**.

4.7.3 The following documents to be submitted by each type of legal entity:

- (a) **Proprietorship**: Copy of PAN Card/ copy of GST Registration.

- (b) **Partnership firm:** Copies of Registered partnership deed, GST, PAN Card of firm and address and id proof of all partners (Registered partnership deed only will be considered)
- (c) **Company:** Company PAN Card, GST, Certificate of Incorporation, Corporate Identification Number (CIN), Board resolution, MoA, and AOA, List of Directors with name and address.
- (d) Balance sheet and P&L account statement for the period in which experience claimed by the applicant as per clause 3.2.2 and duly certified by the statutory auditor in all cases.
- (e) Copy Award letter/Work Order /Statutory auditor certificate/ Agreement and experience certificate to establish that the applicant has sufficient experience as prescribed in clause 3.2.1.
- (f) Self-declaration of disputed or undisputed dues and present contracts with AAI, (if applicable) as per **Appendix : 7**
- (g) Undertaking of acceptance of AAI Empanelment terms and conditions and signing of Empanelment agreement(**Appendix-9**)
- (h) Undertaking as per Clause 3.2.1 of eligibility criteria in Rs.100/- non judicial stamp paper(**Appendix-10**)
- (i) Copy of confirmation of Processing Fee's payment of CPP Portal.

ENVELOP -B

- (j) Undertaking to Deposit an Amount of Rs.2,00,000/- or 1, 00,000/- as applicable as interest free Performance Security in case of empanelment with AAI- (**Appendix-11**)

Note: All pages of aforesaid document shall be duly signed by Authorized Representative of the Applicant.

4.8 Submission of Proposal

4.8.1 The Applicant shall prepare one set of the mandatory documents comprising the Proposal as described in **Clause 4.7**. The scanned copies of the above original documents to be uploaded in via e-tender portal.

4.8.2 All proposals should be submitted only through the online NIC CPP portal (<https://etenders.gov.in/eprocure/app>). The portal can also be visited from the website of Authority (<https://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.

4.8.3 The Proposal shall be typed or printed in indelible ink .All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initiated by the person signing the Proposal. All pages of the Proposal must be serially numbered.

4.8.4 The proposal should submit on the e-portal on or before as per the time schedule given in clause **4.9**.

4.9 Proposal Due Date

4.9.1 Proposals shall be submitted on or before the Proposal Due Date and time mentioned in the Schedule of Empanelment process (Clause 4.9.3) set forth in the manner and form as detailed in this RFE Document. For the purposes of this RFE Document, the “Proposal Due Date” shall mean the time and date for submission of the Proposal as set out in the Schedule of Empanelment process contained herein. Proposals submitted by facsimile transmission or telex or email will not be acceptable.

4.9.2 AAI, at its sole discretion, may extend/change the Proposal submission Due Date or time by issuing an Addendum in accordance with Clause 4.14.

4.9.3 Schedule of Empanelment Process:

S. N.	Activity	Schedule Dates and Time
1	Download/Sale of RFE Document from NIC CPPP Portal	From 21.07.2022 by 1800 Hours
2.	Submission of queries related to RFE, if any, on NIC CPPP Portal	Upto 28.07.2022 by 1500 Hrs
3.	Reply to the queries by AAI on NIC CPPP Portal	By 04.08.2022 by 1500 Hrs
4.	Last date of online submission of proposal (s) of NIC e-tender portal	By 11.08.2022 by 1500Hrs
5.	Date of opening of Tender in NIC e-portal	12.08.2022 at 1530 hrs.

B. General Instructions:

4.10 Number of Proposals: Each Applicant shall submit only one (01) Proposal in response to this RFE Document. Any entity, which submits or participates in more than one Proposal, will be disqualified.

4.11 Proposal Preparation Cost: The Applicant shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the empanelment process. AAI will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of Empanelment.

4.12 Verification of Documents: AAI reserves the right to verify all statements, information and documents submitted by the Applicants in response to the RFE Document. Failure on the part of AAI to undertake such verification shall not relieve the Applicants of their obligations or liabilities hereunder nor will it affect in any manner any of the rights of AAI hereunder.

4.13 Clarifications by Applicants

4.13.1 Applicants requiring any clarification on the RFE Document may notify AAI in writing within such date as specified in the Schedule of Empanelment process set forth in RFE clause 4.9.3. AAI may at its sole discretion, forward to all Applicants, copies of AAI response, including a description of the enquiry but without identifying its source.

4.13.2 AAI shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, AAI reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be construed, taken or read as compelling or requiring AAI to respond to any question or to provide any clarification.

4.13.3 AAI may also on its own, if necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by AAI shall be deemed to be part of the Empanelment Documents if the same is in writing. Verbal clarifications and information given by AAI or their employees, advisors or representatives shall not in any way or manner be binding on AAI.

4.14 Amendment of RFE Document

4.14.1 At any time prior to the Proposal Due Date, AAI may, for any reason whatsoever, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFE Document by issue of Addenda.

4.14.2 Any Addendum may be issued by AAI will be published on the website. Applicants are advised to visit the website of AAI (www.aai.aero) and NIC CPP Portal regularly to keep themselves updated.

4.14.3 In order to afford the Applicants reasonable time in which to take an Addendum into account, or for any other reason, AAI may, at its own discretion, extend the Proposal Due Date.

4.14.4 AAI may in its sole discretion and without assigning any reason modify, alter or amend all or any part of the Schedule of Empanelment process by issue of addendum to the RFE Document.

4.15 Miscellaneous – Other Provisions

4.15.1 The empanelment Process shall be governed by, and construed in accordance with the laws of India and only the Courts at Delhi shall have jurisdiction over all disputes arising under, pursuant to and/or in connection with this Process.

4.15.2 AAI, in its sole discretion and without incurring any obligation or liability, reserves the right to:

- (a) suspend and / or cancel the empanelment Process and / or amend and / or supplement the Process and / or modify the dates or other terms and conditions relating thereto;
- (b) qualify or disqualify any applicant and/or to consult with any applicant in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to AAI by, on behalf of, and/or in relation to any participating agency;
- (d) independently verify, disqualify, reject and / or accept any and all submissions or other information and / or evidence submitted by or on behalf of any

applicant/Applicant;

4.15.3. It shall be deemed that by submitting the Proposal, the applicant agrees and releases AAI, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liabilities 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 herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.

4.15.4 The Applicant should give an Undertaking with regard to 'Self Declaration of Dues' as per Appendix-7 (if applicable).

4.16 Disqualification

4.16.1 Upon submission of the Proposal it would be deemed that the Applicant has prior to the submission thereof:

- (a) Made a complete and careful examination of the terms and conditions/ requirements, and other information set forth in this RFE Document and other Empanelment Documents;
- (b) received all such relevant information as it has requested from AAI;
- (c) acknowledged and accepted the risk of any inadequacy, error or mistake in the information provided in any of the Empanelment Documents or furnished by or on behalf of AAI relating to any of the matters referred to in the Empanelment process including Empanelment Documents;
- (d) acknowledged and agreed that any inadequacy, lack of completeness or incorrectness of information provided in the Empanelment Documents or ignorance of any of the matters referred to in the RFE, and any amendments thereof, shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from AAI or a ground for termination of the Contract Agreement; and
- (e) agreed to be bound by the undertakings provided by it under this RFE Document and in terms hereof.

4.16.2. AAI shall not be liable for any mistake or error or neglect by the Applicants in respect of the above.

4.16.3. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the empanelment Process and subsequent to the issue of the Letter of Empanelment(LoE) and during the subsistence of the Empanelment Agreement. Notwithstanding anything to the contrary contained herein or in the LoE or the Empanelment Agreement, AAI shall reject a Proposal, withdraw the LoE, or terminate the Empanelment Agreement, as the case may be, without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant, has directly or indirectly or through an agent, engaged in any corrupt practice,

fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Empanelment process. In such an event, AAI shall forfeit and appropriate the entire Performance Security, as compensation and damages payable to AAI towards, inter alia, time, cost and effort of AAI, without prejudice to any other right or remedy that may be available to AAI hereunder or otherwise.

4.16.4 Without prejudice to the rights of AAI under Clause 4.16 hereinabove and the rights and remedies which AAI may have under the LoE or the Empanelment Agreement, if Applicant is found by AAI 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 Empanelment process, or after the issue of the LoE or execution of the Agreement, such Applicant shall not be eligible to participate in any tender or RFE Document issued by AAI during a period of 3 (THREE) years from the date such Applicant, is found by AAI 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.

4.16.5 The agency shall be dealt as per clause 4.6.3 in case it is found, after the issue of the Empanelment List or signing of the Agreement or after its execution and during the subsistence thereof, that:

- a. One or more of the pre-qualification conditions have not been met by the Applicant; or
- b. The applicant has made a material misrepresentation; or
- c. The applicant has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practise;
- d. The applicant or its associates or a person or entity having legal relationship with applicant committed any fraud or forgery of submission of any kind of documents/ BG/ Security deposit etc (during the tender process and thereafter) with this or any other tender/ contract with Airports Authority of India or any PSU or Government Departments during the last 5 years.

4.16.6 For the purposes of Clauses 4.16.3, 4.16.4 and 4.16.5 above, 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 Empanelment process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of AAI who is or has been associated in any manner, directly or indirectly with the Empanelment process or the LoE 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 one year from the date such official resigns or retires from or otherwise ceases to be in the service of AAI, shall be deemed to constitute influencing the actions of a person connected with the Empanelment process); or (ii) engaging in any manner whatsoever, whether during the Empanelment process or after the issue of the LoE or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the LoE or the Empanelment Agreement, who at any time has been or is a legal, financial or technical adviser of AAI in relation to any matter concerning the tender;

- b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Empanelment process
- c) “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 Empanelment process;
- d) “Undesirable practice” means establishing contact with any person connected with or employed or engaged by AAI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment process.

4.17 Late Proposals

4.17.1 Any Proposal received by AAI after the prescribed dead-line (Proposal Due Date) will be summarily rejected.

4.18 Modification and Withdrawal of Proposals

4.18.1 The Applicant may modify or withdraw its Proposal after submission, in the online NIC CPP portal. No Proposal shall be modified or withdrawn by the Applicant after the Proposal Due Date.

4.19 Confidentiality

4.19.1 Except as provided herein, information relating to the examination, clarification, evaluation and recommendation for the short listed Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising AAI in relation to or matters arising out of or concerning the Empanelment process. AAI will treat all information submitted as part of Proposal in confidence and will take all reasonable steps to ensure that individuals having access to such material treat the same in confidence. AAI will not divulge any such information unless it is ordered to do so by a court or by any statutory, regulatory or Government authority or agency that has legal jurisdiction to require its disclosure or unless it is necessary to do so in order to enforce or assert any claim, right or privilege of AAI or to defend any claim, action or proceedings against AAI.

4.20 Clarifications Sought by AAI: To assist in the process of evaluation of Proposals, AAI may, at its sole discretion, ask any Applicant for any clarification on or with respect to its Proposal. The request for clarification and the response shall be communicated by Online portal. The Applicant in such cases would need to provide the requested clarification / documents promptly and within the stipulated time of such communication. It is in the interest of the Applicant to provide reply within the timeframe failing which AAI may not accept the said information and no change in the substance of the Proposal would be permitted by way of such clarification.

4.21 Set Off Clause: In the event of a default or breach in payment of License Fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of 7(seven) days to the licensee, by set off and

apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law”.

Explanation 1- For the purpose of this agreement, set off means adjustment of any outstanding due(s) of Licensee, with any amount in form of BG/SD or otherwise, held by AAI in relation to any other agreement, at any AAI airport/ airport premises.

Explanation 2- Outstanding dues shall mean and include any amount accrued/ due against the licensee under this or any other agreement at any of AAI airport or airport premises.

4.22. **Extension of Empanelment:** The periodicity of the empanelment may be extended as per operational requirement of AAI with mutual consent of the vendor and AAI subject to approval of the competent authority.

PART II

DOCUMENTS AND FORMS FOR SUBMISSION

ANNEXURE-A

Category-I Airports: Chennai, Kolkata, Goa.

Category-II Airports: Pune, Amritsar, Trichy, Bhubaneswar, Varanasi, Juhu, Calicut, Vizag.

Category-III Airports: Coimbatore, Raipur, Indore, Patna, Bagdogra, Vadodara, Udaipur, Bhopal, Imphal, Ranchi.

Category-IV Airports: Port Blair, Tirupati, Srinagar, Dehradun, Jodhpur, Agartala, Rajkot, Rajahmundry, Dibrugarh, Surat, Jammu, Vijayawada, Aurangabad.

Category-V Airports: All other airports (not covered in above mentioned four categories – I, II, III, IV). Tenders at these airports will be invited by respective airports with following conditions:

- (i) The periodicity of contract would be three years.
- (ii) Automation aspect should not be considered while inviting tender. However, provision for computerized billing should be ensured.
- (iii) Access Fee would not be levied.
- (iv) Gestation period shall be 30 days.
- (v) Other Terms and Conditions under the tender to be invited shall be as per Commercial Manual (Annexure-IVA of Commercial Manual).

NOTE: Vehicle Parking Facility at Chennai Airport and Pune Airport are to be operated by Build-Operate- Transfer (Model) in due course of time. Empanelled agencies shall be allowed to participate in the vehicle parking tenders invited at these airports only till the time the facility is not handed over for operations to BOT concessionaire.

FORMAT FOR COVERING LETTER

(To be submitted in applicant letter head)

To

**Executive Director (Commercial),
Airports Authority of India,
Corporate Headquarters,
Rajiv Gandhi Bhawan,
Safdarjung Airport,
New Delhi – 110003.**

Sub: Empanelment of Agencies for participation in tenders for Vehicle Parking Management Services at AAI Airports as per the Annexure A of the RFE.

Sir,

We have read and understood the Request for Empanelment (RFE) Document in respect of the Empanelment of Agencies for participating in tenders for Vehicle Parking Management Services at AAI Airports as per the Annexure - A of the RFE. We hereby submit our Proposal for the captioned subject as per the following details:

1. We are enclosing and submitting herewith our original Proposal, along with the information and documents as per the requirements of the RFE Document, for your evaluation and consideration.
2. The Proposal is unconditional.
3. All information provided in the Proposal and in its Appendices is true and correct.
4. I/We shall make available to AAI any additional information it may find necessary or require to clarify, supplement or authenticate the Proposal within such time as may be prescribed by AAI.
5. I/We acknowledge the right of AAI to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I /We certify that I / we or any of my/our constituents or my/our predecessor entity have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any contract

nor have had any contract terminated for breach on our part nor have I/we or any of my/our constituents or my/our predecessor entity defaulted in complying with any statutory requirements.

7. I / We declare that:

- (a) I/We have examined and have no reservations to the RFE Documents, Including the Addendum (if any) issued by AAI.
- (b) I /We have not directly or indirectly or through any agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.16.1 of the RFE Document, in respect of any tender or request for proposal issued by or any agreement entered into with AAI or any other public sector enterprise or any government, Central or State; and
- (c) I/We hereby certify that I / we have taken steps to ensure that, it is in conformity with the provisions of Clauses 4.15 to 4.16 of the RFE 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.

8. I/We understand that you may cancel the Empanelment process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Applicants to submit Proposals for providing Vehicle parking management services at AAI Airports, without incurring any liability to the Applicants, in accordance with Clause 3.6 of the RFE Document.

9. I/We declare that we satisfy and meet the requirements as specified in the RFE Document and eligible to submit a Proposal in accordance with the terms of this RFE Document.

10. I/We undertake that in case, due to any change in facts or circumstances or composition of the vendor during the Empanelment process and during validity of empanelment, I/we become liable to be disqualified as per terms of the provisions of disqualification in the RFE, I/we shall intimate AAI of the same immediately.

11. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising or accruing to challenge or question any decision taken by AAI in connection with the selection of the Applicant, or in connection with the Empanelment process itself, in respect of the above mentioned manpower and parking related services and the terms and implementation thereof.

12. I/We have studied all the Empanelment Documents carefully and other matters mentioned in the Empanelment Documents.

13. I/We understand that, except to the extent as expressly set forth in the Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to us by AAI or in respect of any matter arising out of or concerning or relating to the Empanelment process including the award of work.

14. I/We undertake that we have not been barred by any entity of GOI or AAI or

blacklisted by any state government or central government / department / agency in India from participating in Empanelment process as on the Proposal Due Date.

15. I/We confirm having submitted the Processing Fee of Rs..... (Rupees.....) to AAI in accordance with the RFE Document. The copy of payment receipt is attached.

16. I/We agree and understand that the Proposal is subject to the provisions of the Empanelment Documents. In no case, I / We shall have any claim or right of whatsoever nature if the contract is not awarded to me / us or our Proposal is not opened.

17. I/We agree and undertake to abide by all the terms and conditions of the RFE Document.

18. I/We agree to that Empanelled list will be valid for a period as per para 1.2.5 of the NIT

Dated thisDay of, 2022

Name and address of the Applicant

**Name/ Signature & seal of the
Authorised Person**

APPENDIX: 2

Format for Power of Attorney for Signing of Proposal

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office of applicant) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the EMPANLEMENT OF AGENCIES by AAI for providing Vehicle parking management services at AAI Airports and submission of all documents (and providing information / responses to AAI), representing us in all matters before AAI, and Generally deal with AAI in all matters in connection with our bid for the said contract

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

In case the Proposal is signed by an authorised Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format for Details of Applicant

(To be submitted in applicant letter head)

- 1. Name of the Applicant/Vendor:**
- 2. Name & Address of the Authorised Signatory:**
- 3. Registered Office:**
- 4. Address for Communication:**
- 5. Email Id:**
- 6. PAN Card No.: [To be supported by Copy of PAN Card]**
- 7. GST No.: [To be supported by Copy of Registration Certificate]**
- 8. Name of all the Directors/Partners (as applicable):**

**Name/ Signature &
seal of the
Authorised Person**

APPENDIX -4

CHECKLIST FOR SUBMISSION

Sr. No.	DOCUMENTS	STATUS
1.	Appendix – 1	YES/ NO
2.	Appendix – 2	YES/ NO
3.	Appendix – 3	YES/ NO
4.	Appendix – 4	YES/ NO
5.	Appendix – 5	YES/ NO
6.	Appendix – 6	YES/ NO
7.	Appendix – 7	YES/ NO
8.	Appendix – 8	YES/ NO
9.	Appendix – 9	YES/NO
10.	Appendix – 10	YES/NO
11.	Appendix - 11	YES/NO
12.	Appendix - 12	YES/NO
13.	Appendix - 13	YES/NO
14.	All other proofs/documents as per the RFE terms and conditions.	YES/ NO

*** Note: Please note that in absence of above mentioned proofs/ documents/ or not providing any information, Proposal may not be considered at all.**

Appendix: 5

(It may be noted that in the absence of any detail from the certificates specified in the following paragraphs, the information would be considered inadequate and could lead to exclusion of the relevant experience/contracts in evaluation of experience).

STATUTORY AUDITOR CERTIFICATE

1. The Applicant shall provide a certificate from its Statutory Auditor (letter head) in format given below. (The turnover requirement should be from business during any of the two financial years in the last Seven (7) financial years for which the experience claimed by the agency.)

<i>(Name of the Applicant)</i>		
Financial Years	Total Annual Turnover for the 2 years in last 7 years	Details of Turnover from Vehicle Parking license operated in last 7 years.
FY 2016-17		
FY 2017-18		
FY 2018-19		
FY 2019-20		
FY 2020-21		
FY 2021-22		
FY 2022-23		
Signature of the Statutory Auditor of the Applicant		

**Name & Signature
With Seal & Regn. No. (ICAI)**

2. The Statutory Auditor shall consider client certification/ actual order executed for providing such certification. Copy of relevant document which the statutory auditor considers for evaluation shall be submitted along with this certificate.

Note: (Attach separate sheet if required with supporting documents like award letter/agreement/ experience certificate etc.)

APPENDIX -6

CONTRACT EXECUTED BY THE APPLICANT

(For a period of last Seven years)

The details of Parking Contract Executed by the Applicant for Vehicle Parking Management

SI No.	Client Name	Commencement date	Completion Date	Nature of License	Annual Value of the License	Remarks

Dated.....

.....

.....Name &signature of the applicant

1. It may be noted that in the absence of supporting document (including copy of the order from client, work completion certificate, experience certificate), the information would be considered inadequate and could lead to exclusion of the relevant experience in evaluation of experience.

“SELF DECLARATION OF DUES”

(At the time of Airport wise tender the agencies need to submit outstanding certificate issued by airports units.)

I hereby declare that our agency (Name of Agency) is having following contracts with AAI airports as on date. The dues position of the Airport wise contract is as follows. We have cleared all the dues up to.....

S. No.	Nature of Dues	Amount in Indian Rupees	Amount of Security Deposit in each case (with validity period)
01	Undisputed Dues <u>Name of Airport</u> 1. 2 3		
02	Disputed Dues <u>Name of Airport</u> 1. 2. 3.		
03	Disputed Dues referred To Conciliation/ Arbitration		
04	Dues Stayed/Withheld from Realisation by order of a Judicial Court/ Arbitral Tribunal		
	Total:		

Date:

(Name &signature

Authorised Signatory of Applicant)

DOCUMENT NO.....(SPECIMEN ONLY)

Empanelment Agreement

Sub: Empanelment for Vehicle Parking Concession at AAI Airports.

This AGREEMENT made this _____ day of _____ two thousand twenty two between the Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act (Act 55 of 1994) Airports Authority of India (AAI) a Mini Ratna PSU came into existence by an ACT OF PARLIAMENT, Airports Authority of India Act, 1994 and Airports Authority of India Act (Amendment), 2003 and Amendments thereof under the Ministry of Civil Aviation, having its registered at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi, on the one part, and represented by _____ of the other part, hereinafter called the ***Empanelled Agency***.

WHEREAS the Authority is entitled in 'Law' to grant empanelment for pan India basis for AAI Airports for the purpose of **Vehicle Parking Management** so as to provide amenities and facilities to the passengers and visitors at airports.

WHEREAS the Empanelled agency is desirous to render the services to the Authority on the Terms and Conditions mentioned hereunder:

AND WHEREAS the Authority is agreeable to grant the Empanelment. NOW,

THEREFORE, this indenture witnessed:

1. That the Empanelment shall be valid for the period of Years from.....to..... unless terminated earlier by AAI in accordance with the RFE.
2. That in consideration, the agency has furnished/will furnish performance security of Rs.....(Rupees.....). The relevant terms and conditions/clauses of the RFE shall be applicable.

3. **Obligation of Authority:** ONLY empanelled entities will be allowed to bid for the limited vehicle parking tenders at AAI airports Listed in ANNEXURE-A of the RFE . However, if the total number of bids received for a particular airport tender is less than Three(3) , then RFE clause 2.2.13 will be followed.

4. Obligations of the Empanelled agency

4.1.1 The Applicant is expected to examine carefully the contents of the Empanelment Documents. Failure to comply with the requirements of Empanelment Documents will be at the Applicant's own risk.

4.1.2 It would be deemed that prior to the submission of Proposal, the Applicant has:

- (a) made a complete and careful examination of requirements and other information set forth in the Empanelment Documents
- (b) received all such relevant information as it has requested from AAI; and
- (c) Made a complete and careful examination of the various aspects of the Draft Empanelment agreement including but not limited to:
 - (i) All matters that might affect the Applicant's performance under the terms of the Bid Documents;
 - (ii) a diligent scrutiny and is in conformity with the terms and conditions of the draft concession Agreement;
 - (iii) Clearances required to be obtained under the Empanelment agreement; and
 - (iv) applicable laws and regulations in force in India
 - (v) AAI shall not be liable for any mistake or error or neglect by the Applicant in respect of the above

4.1.3 Applicant shall ensure that they do not fall into any of the disqualification criteria as listed in clause – 4.16 and will inform promptly to AAI as and when any of the clauses of clause – 4.16 is attracted /activated to respective applicants.

4.1.4 Applicant shall ensure the fulfilment of all the terms and conditions of empanelment throughout the validity of empanelment period.

4.1.5 The applicant shall ensure minimum participation as per the 'Performance Criteria' mentioned above in detail in RFE Clause 2.1.1(m).

4.1.6 The empanelled agency will follow and implement the provisions of the RFE in letter and spirit.

5. **Penalty & Debarring Provisions** AAI reserves the right to forfeit the performance security, full or part thereof in case of any situation which will warrant disqualification of the agency as per the RFE clause 3.6.3 and Clause 4.16 or violation Empanelment agreement terms and conditions by the empanelled agencies. AAI reserve the right to review/check the performance of the empanelled agencies, any time during the validity period of empanelment. In case the empanelled agency doesn't satisfies the **"Performance"** criteria in the review, AAI shall reserve the right to forfeit of by 50% of the performance security.

6. **Exit Clause**

(a) **Normal termination:** The empanelment will deem to be terminated on the last date as given in the agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated to the party in writing and duly accepted.

(b) **Termination for regulatory/legislative or supervisory requirements:** If any provision of law or legislation of India makes it mandatory to stop/prohibits the continuation of any empanelment at any particular location or otherwise then it will deem to be closed from the date of such enactment. No compensation is payable by AAI.

7. Set Off Clause: In the event of a default or breach in payment of License Fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of 7(seven) days to the licensee, by set off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law".

Explanation 1- For the purpose of this agreement, set off means adjustment of any

outstanding due(s) of Licensee, with any amount in form of BG/SD or otherwise, held by AAI in relation to any other agreement, at any AAI airport/ airport premises.

Explanation 2- Outstanding dues shall mean and include any amount accrued/ due against the licensee under this or any other agreement at any of AAI airport or airport premises.

8. The RFE/bid documents and letter of empanelment issued in favour of shortlisted vendor shall also form part and parcel of the empanelment agreement.

9. Addendum: Any Addendum to this agreement shall be in writing and signed by both parties.

SIGNED

BY

_____, *FOR*
AND ON BEHALF OF AIRPORTS AUTHORITY OF INDIA IN THE PRESENCE OF:

Witnesses:

- 1.
- 2.

SIGNED BY (Name & Designation) FOR AND ON BEHALF OF (Full Office Address)
IN THE PRESENCE OF.

Signature: Office Seal:

Witness:

1. Sign, Name & Designation, Office Address
2. Sign, Name & Designation, Office Address

SIGNED BY (Name & Designation) FOR AND ON BEHALF OF (Full Office Address) IN
THE PRESENCE OF.

Signature: Office Seal:

Witness:

1. Sign, Name & Designation, Office Address
2. Sign, Name & Designation, Office Address

[To be submitted in Applicant Letter Head]

To,

**Executive Director (Commercial),
Airports Authority of India,
Corporate Headquarters,
Rajiv Gandhi Bhawan,
Safdarjung Airport,
New Delhi – 110003.**

Sub: Acceptance of AAI RFE-Terms and Conditions.

Sir,

I/we have carefully read and understood the terms and conditions of the license as contained in RFE documents issued by Airports Authority of India.

2. I/ we hereby unconditionally accept the all the terms and conditions of AAI's RFE documents in its entirety for the above empanelment process and hereby agreed to sign the empanelment agreements in case of shortlisting of our agency [Clause 4.7.3(g)].

Signature

Name & Designation of Authorized Signatory

[To be submitted in Rs.100/ stamp paper]

To,

**Executive Director (Commercial)
Airports Authority of India,
Corporate Headquarters,
Rajiv Gandhi Bhawan,
Safdarjung Airport
New Delhi – 110003**

Sub: Declaration as per clause 3.2.1(e)-RFE for Vehicle Parking management services at AAI Airports.

Sir,

I/we have carefully read and understood the terms and conditions of the license as contained in RFE documents issued by Airports Authority of India.

2. I/ we hereby declare that the experience documents submitted as per clause 3.2.1 of the RFE are genuine and bonafide documents issued by the concerned authorities. I/we are responsible for the submission of this documents and in case of any false documents submitted by us, AAI will have the full liberty and right to reject our proposal and forfeit the performance security and remove our agency from the empaneled list [clause 4.7.3(h) in Rs. 100/- stamp paper].

Sd/-

Signature

Name & Designation of Authorized Signatory

[To be submitted in Applicant's Letter Head]

To,

**Executive Director (Commercial),
Airports Authority of India,
Corporate Headquarters,
Rajiv Gandhi Bhawan,
Safdarjung Airport,
New Delhi – 110003.**

**Sub: Undertaking for submission of Performance Security-RFE for Vehicle
Parking management services at AAI Airports.**

Sir,

I/we have carefully read and understood the terms and conditions of the Empanelment as contained in RFE documents issued by Airports Authority of India.

2. I/ we hereby undertake that in case of shortlisted for empanelment we will be ready to submit the performance security amount of Rs. 2,00,000/ Rs. 1,00,000/- as applicable to us within the time period stipulated by AAI failing which AAI will have the right to take appropriate action as per RFE [Clause 4.7.3 (j)].

Sd/-

Signature

Name & Designation of Authorized Signatory

REQUEST LETTER : TRANSMISSION OF BANK GUARANTEE COVER
MESSAGE

(to be submitted by successful bidder to BG issuing bank)

Date: _____

The Manager,
(Bank),
(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-ICIC00000007).

Dear Sir/Ma'am,

I/We, _____, request you to include unique identifier AAICORHQ in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank–IFSC-ICIC00000007).

Thanking You,

(Selected Bidder)

Format of Bank Guarantee

(To be executed on Non-Judicial Stamp Paper of Rs.100/- by the successful bidder)

WHEREAS by an Empanelment letter dated _____ made between AIRPORTS AUTHORITY OF INDIA, the first party (hereinafter called "the AUTHORITY) of the one part and _____ (name of the Agency) (hereinafter referred to as "the Applicant") of the other part, the Authority has shortlisted the applicant for empanelment of Vehicle Parking Management Services at AAI Airports - Phase IV and for the due and performance of the covenants and conditions as stated or contained in the said Agreement.

1. Now therefore in consideration of the promises aforesaid and the at the request of the applicant we, _____ (name of the Bank) do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the Applicant, any sums of money at any time or from time to time demanded by the Authority on account of the performance security due from the Applicant (inclusive of any costs or expenses and interest) and / or by way of losses and damages caused or that would be caused to the Authority by reason of any breach by the Applicant of any of the terms or conditions of the said empanelment and AAI shall be sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees 2,00,000/- OR 1,00,000/- as applicable) and extended for the amount increased from time to time as aforesaid.
2. **Set Off Clause:** In the event of a default or breach in payment of License Fee or interest amount or any other amount due with the licensee of whatever nature as per the provision of this contract, AAI is hereby authorized to adjust such amount from time to time to the fullest extent, with prior notice of 7(seven) days to the licensee, by set off and apply any or all amount at any time held with AAI as security deposit or bank guarantee or any other amount as part of this contract or from any other expired/closed/terminated contracts of licensee with AAI. This is without prejudice to any rights and remedies available with AAI to recover the dues from licensee as prescribed by Law".

Explanation 1- For the purpose of this agreement, set off means adjustment of any outstanding due(s) of Licensee, with any amount in form of BG/SD or otherwise, held by AAI in relation to any other agreement, at any AAI airport/ airport premises.

Explanation 2- Outstanding dues shall mean and include any amount accrued/ due against the licensee under this or any other agreement at any of AAI airport or airport premises

3. Notwithstanding any right the Applicant may have against the Authority or any dispute raised by the Applicant or any suit or proceedings pending in any Court / Tribunal / any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority, is payable under the terms of the said Agreement without any consent or knowledge of the applicant.
4. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the said empanelment Agreement made between the Authority and the Applicant and or any act of omission on part of AAI or any indulgence to the Applicant by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said Agreement without our consent and knowledge.
5. This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of _____ (name of the Bank) _____ or that of the Applicant or the Authority.
6. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and other applicable laws as in force in India.
7. This Guarantee shall be valid until..... and you have the right to encash this Guarantee up tofrom the said date unless extended on demand by Authority.

NOTWITHSTANDING anything contained herein:

- i. Our liability under this Guarantee shall be limited to a sum of _____Rs.2,00,000/- OR Rs.1,00,000/(as applicable) during the currency of the contract and six (06) months thereafter.
- ii. This bank guarantee shall be valid uptoand you have the right to encash this guarantee upto one hundred and eighty (180) days from the said date.
- iii. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before

For Bank Name

Dated :

Place:

Witness:

Signature Not Verified

Digitally signed by YOGESH CHAUDHARY
Date: 2022.07.21 12:04:10 IST
Location: eProcurement System for Central PSUs

