

On behalf of



**MINISTRY OF CIVIL AVIATION
&**

অসম চৰকাৰ



GOVERNMENT OF ASSAM

By



AIRPORTS AUTHORITY OF INDIA
(Implementing Agency)

**Notice Inviting e-Proposal for
“Selection of Airline(s) under the International Air connectivity Scheme-
International UDAN; October, 2018”**

Rajiv Gandhi Bhawan,
Sri Aurobindo Marg,
New Delhi,
Delhi: 110003



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DISCLAIMER

The information contained in this **Notice Inviting e-Proposal for Selection of Airline(s) under International Air Connectivity Scheme “NIE-P”** or subsequently provided to Applicant(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this NIE-P and such other terms and conditions subject to which such information is provided.

This NIE-P is neither an agreement nor an offer by the Authority to the prospective Applicants or any other person. The purpose of this NIE-P is to provide interested parties with information that may be useful to them in making their Proposals pursuant to this NIE-P. This NIE-P includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the implementation of the International Air Connectivity Scheme. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This NIE-P 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 NIE-P. The assumptions, assessments, statements and information contained in this NIE-P, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this NIE-P and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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 NIE-P or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this NIE-P and any assessment, assumption, statement or information contained therein or deemed to form part of this NIE-P or arising in any way for participation in this Selection Process.

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

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 NIE-P.

The issue of this NIE-P does not imply that the Authority is bound to select an Applicant or to appoint the Selected Airline, as the case may be, and the Authority reserves the right to reject all or any of the Applicants or Proposals without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposals. 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 or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.



SECTION I

INVITATION OF e-PROPOSAL



1. BACKGROUND

- 1.1 The Ministry of Civil Aviation, Government of India (“**MoCA**”) issued the International Air Connectivity Scheme as set out in Annexure-VI hereto (the “**Scheme**”) to stimulate international air connectivity from/ to Indian states through the provision of financial support to airlines who fulfill the eligibility criteria set out in the Scheme, to operate IAC Flights on IAC Routes.
- 1.2 In pursuance of the objectives enunciated in the Scheme, the Airports Authority of India acting as the Implementing Agency on behalf of MoCA under the Scheme (the “**Authority**”), hereby issues this Notice Inviting e-Proposal for Selection of Airlines under International Air Connectivity Scheme (“**Notice Inviting Proposal**” or “**Nie-P**”) for submission of proposals and selection of airline operators under the Scheme.
- 1.3 This Nie-P shall continue to be applicable for each Selection Process hereunder, provided that the Authority may from time to time, issue amendments, modifications and supplements to this Nie-P by publishing the same on its website.

2. GLOSSARY

- 2.1 In this Nie-P, the following terms shall have the meaning ascribed below. Any capitalized term used in this Nie-P shall, unless defined herein, have the meaning ascribed to it in the Scheme.
 - i. “**Affiliate**” means, in relation to any Applicant, a Person who controls, is controlled by, or is under the common control with such Applicant. As used in this definition, the expression “control” means: (a) with respect to a company, corporation or LLP the ownership, directly or indirectly, of more than 50% (fifty per cent) of the economic or voting rights of such Person, b) with respect to a Person which is not a company, corporation or LLP the power to direct the management and policies of such Person;
 - ii. “**Applicant**” means any person who has submitted a Proposal to the Implementing Agency in accordance with this Nie-P and the Scheme;
 - iii. “**Authority**” shall have the meaning ascribed to it in Clause 1.2;
 - iv. “**Conflict of Interest**” shall have the meaning ascribed to it in Clause 6.1;
 - v. “**Damages**” shall have the meaning ascribed to it in Clause 6.1;
 - vi. “**Financial Support**” shall have the meaning ascribed to it in the Scheme;
 - vii. “**Letter of Award**” or “**LOA**” shall have the meaning ascribed to it in Clause



19.2;

- viii. “**MoCA**” shall have the meaning ascribed to it in Clause 1.1;
- ix. “**Notice Inviting Proposal**” or “**NIE-P**” shall have the meaning ascribed to it in the Clause 1.2.
- x. “**Performance Guarantee**” shall have the meaning ascribed to it in the Scheme;
- xi. “**Person**” shall mean a natural person, individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include its successors and assigns;
- xii. “**Proposals**” shall mean any proposal submitted pursuant to the Scheme and in accordance with this NIE-P;
- xiii. “**Proposal Due Date**” shall mean the due date for the submission of Proposal, as specified by the Authority from time to time;
- xiv. “**Proposal Security**” shall have the meaning ascribed to it in Clause 13.1;
- xv. “**Proposal Validity Period**” shall mean the period of validity of the Proposals in accordance with Clause 14;
- xvi. “**Scheme**” shall have the meaning ascribed to it in Clause 1.1;
- xvii. “**Selection Process**” shall mean the process of selection of the Selected Airline under the Scheme and this NIE-P;
- xviii. “**SAA**” shall mean the Selected Airline Agreement to be entered into between the Selected Airline and the Authority in the form set out in Annexure-VII of this NIE-P;
- xix. “**Subject Person**” shall have the meaning ascribed to it in Clause 6.1 (a).



SECTION II

SELECTION PROCESS AND ELIGIBILITY



3. SCHEDULE FOR SELECTION PROCESS

3.1 The Authority shall invite Proposals under the Scheme and this NIE-P by issuing a notice setting out the commencement and schedule of the Selection Process, substantially in the format set out in Annexure-I, on the website <https://etenders.gov.in/e procure/app/> or <http://www.aai.aero> provided that the Authority may, at its discretion, make modifications and amendments to the format set out in Annexure-I while issuing such notice.

4. ELIGIBILITY AND DISQUALIFICATION OF APPLICANTS

4.1 Only the entities satisfying the eligibility criteria set out in Section 3.2 of the Scheme shall be eligible to make a Proposal under this NIE-P. An Applicant shall not be eligible to submit a Proposal under this NIE-P and shall be disqualified if:

- (a) it or its Affiliate, its directors or key personnel has been barred or blacklisted by any government agency or authority in India, the government of the jurisdiction of the Applicant where incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies;
- (b) it or its directors have been convicted of any offence in India or abroad; or
- (c) it has previously committed a default under an SAA entered into in accordance with the Scheme and this NIE-P.

4.2 The Authority may from time to time, notify additions, amendments or modifications to the aforementioned eligibility criteria.

5. MINIMUM PERFORMANCE SPECIFICATIONS FOR AN IAC FLIGHT

5.1 Each Proposal submitted under this NIE-P will be required to meet the minimum performance specifications set out in Section 3.3 of the Scheme.

5.2 The Authority/ MoCA may, from time to time, notify additions, amendments or modifications to the aforementioned minimum performance specifications, provided that any such additions, amendments or modifications shall not apply to any Selection Process for which the Proposal Due Date has occurred or is scheduled to occur within fifteen (15) days of the date of such addition, amendment or modification.



6. CONFLICT OF INTEREST

6.1 Applicants shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Selection Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Proposal Security or Performance Guarantee, as the case may be, wholly or partly, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Applicant’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under this NIE-P, the Scheme and/ or the SAA or otherwise. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Applicant or it’s Affiliate and any other Applicant or any Affiliate 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 an Applicant or its Affiliate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant or Affiliate, as the case may be) in the other Applicant or it’s Affiliate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 6.1(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (i) 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 (ii) subject always to sub-clause (i) 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 (ii) if the shareholding of such Person in the intermediary is less than 26% (twenty-six per cent) of the subscribed and paid up equity shareholding of such intermediary;
- (b) such Applicant or any Affiliate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant or Affiliate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant or any Affiliate thereof;



- (c) such Applicant has the same legal representative for purposes of this Proposal as any other Applicant; or
- (d) such Applicant, or any Affiliate thereof, has a relationship with another Applicant, or any Affiliate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Proposal of either or each other.



SECTION III

PREPARATION AND SUBMISSION OF PROPOSALS



7. ONLINE SELECTION PROCESS

7.1 Proposals are invited by the Authority through e-portal, URL address <https://etenders.gov.in/eprocure/app/> or <http://www.aai.aero>.

7.2 Prospective Applicants are advised to go through procedure available on the <https://www.aai.aero/en/rcsudan/udan-international> and also, get themselves acquainted to e-tender participation requirements as provided on the aforesaid website of the Authority.

8. PROPOSAL SUBMISSION

8.1 The Applicants shall provide all the information sought under this NIE-P. The Implementing Agency will evaluate only those Proposals that are received on the e-Portal created at <https://etenders.gov.in/eprocure/app/> or <http://www.aai.aero>, in the required formats and complete in all respects.

8.2 The bidding process under the Scheme is a single stage process. The Applicants shall submit the Proposal online in accordance with the provisions of this Clause 8, through the e-portal only. Failure to submit the Proposal complete in all respects through the e-Portal will render the Proposal invalid and such Proposal shall not be considered or evaluated.

8.3 The Applicants will be required to have Class 2 or Class 3 Digital Signature Certificate (“DSC”) issued by the certifying authority as per guidelines issued by Controller of Certifying Authorities (details are available at <http://cca.gov.in/cca/?q=faq.html>). A registration link has been provided on the e-Portal for registration of applicants <https://etenders.gov.in/eprocure/app?component=%24WebHomeBorder.%24WebRightMenu.%24DirectLink&page=Home&service=direct&session=T>. Once the Applicant registers on the e-portal it will be required to login with a DSC to activate their account.

8.4 The Applicants in their login will be required to search the Tender Reference: AAI/RCS/AC-1/2018 and then follow the bid submission process as per the documents available in the Bidder Manual Kit.

8.5 Subsequently, the Applicants will be required to submit the following (“Tender Covers”):

1. Applicant Information (“Fee”)

(a) Applicant will be required to upload the Scanned copy of Proposal Security (EMD) Bank Guarantee in the format at Annexure–III;

2. Technical Bid (“PreQual/ Technical”)



- a) Initialled Selected Airline Agreement;
- b) Power of Attorney for signing of Proposal in the format at Annexure–II;
- c) Integrity Pact signed by the Applicant in the format set out in Annexure-V;
- d) Certified copy of letter of designation issued by concerned authority of India/ or equivalent certificate(s) establishing the eligibility of airline operator for international operations;
- e) Certificate of Incorporation (CIN);
- f) Acceptance of AAI'S Notice Inviting Proposal conditions as per the Annexure – VIII;

3. Financial Bid (“Finance”)

- Upload the details as provided on the portal under this section.

- 8.6 Proposals submitted by any means other than mentioned above shall be rejected by the Authority.
- 8.7 The Authority reserves the right to modify the procedure for submission of Proposals at the later stages of the Selection Process.
- 8.8 Any Proposal seeking Financial Support shall not be considered and shall be disqualified if:
 - i. The Proposal is not in accordance with the terms of the NIE-P and/or the Scheme; or
 - ii. The Proposal exceeds the number of passenger seats per IAC Flight for Financial Support as set out in Section 3.5.4.1 of the Scheme, as updated from time to time in accordance with the Scheme.

9. PROPOSAL DUE DATE

- 9.1 Proposals should be uploaded before 17:30 hours IST on the Proposal Due Date (to be indicated by the Authority at the start of every Selection Process) on the e-portal in the manner and form as detailed in this NIE-P.

10. LATE PROPOSALS

- 10.1 The e-portal will close after the expiry of the time specified in Clause 9.1 above on the Proposal Due Date and, will not allow the Applicant to input or change any information afterwards.



11. CLARIFICATION OF NOTICE INVITING PROPOSALS

- 11.1 The Authority shall have the power to issue clarifications regarding the implementation of the Scheme and this NIE-P and/or the draft SAA.
- 11.2 Applicants requiring any clarification may send their respective queries online in accordance with the timelines notified by the Authority from time to time. No other means of communication in this regard shall be entertained. Further, any query raised after the last date for seeking clarifications shall not be entertained.
- 11.3 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 11.3 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 11.4 At any time prior to the Proposal Due Date, Authority may, for any reason, whether at its own initiative or in response to a clarification requested by an Applicant, modify this NIE-P and/or the draft SAA by issuing an amendment.
- 11.5 All such amendments/notifications will be notified by posting it on the e-portal.
- 11.6 In order to allow Applicants reasonable time to take the amendment into account in preparing their Proposals, the Authority may, at its discretion, extend the deadline for the submission of the Proposals.

12. LANGUAGE OF PROPOSAL

- 12.1 The Proposal prepared by the Applicant, as well as all correspondence and documents relating to the Proposal exchanged by the Applicant and Authority shall be written in the English language. Any printed literature furnished by the Applicant may be written in another language as long as such literature is accompanied by a translation of its pertinent passages in the English language duly authenticated by the Applicant, in which case, for purposes of interpretation of the Proposal, the translation shall prevail.

13. PROPOSAL SECURITY, PERFORMANCE GUARANTEE

- 13.1 Applicants shall furnish as part of each Proposal, a Proposal Security for an amount of Rs. Five Lakhs (Rs. 5,00,000/-) in the form of an unconditional and irrevocable bank guarantee issued by a Nationalized Bank or any Scheduled Bank in India but excluding a co-operative or a Gramin Bank or a regional rural bank, in favour of the Authority, as per format given at Annexure-III (the “**Proposal Security**”), valid for a period of eight (8) months from the Proposal Due Date as maybe extended for a period mutually agreed between the Authority and the



Applicant from time to time. Any Proposal not accompanied by the Proposal Security shall be rejected by Authority as non- responsive. For avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- 13.2 Scanned copy of the Proposal Security shall be submitted along with other documents on the e-portal.
- 13.3 Original Proposal Security for Proposal shall be submitted / dropped in the Tender Box for IAC Scheme kept at the Reception at the Entry Gate of Rajiv Gandhi Bhawan, New Delhi – 110003 on or before 26 November 2018 up to 1100 hrs. The Envelope containing original Proposal Security should be super scribed with: Envelope to be opened not before 1100 hrs on 26 November 2018, Proposal for IAC Routes -- -- for Bidding under UDAN International. Address: Executive Director (RCS), Airport Authority of India, Room No. 222, A-Block, Rajiv Gandhi Bhawan, New Delhi – 110003 and Due date of Proposal up to 1700 hrs on 26 November 2018.
- 13.4 Within thirty (30) days from the date of issue of Letter of Award or any extended period as may be allowed by the Implementing Agency, the Selected Airline shall submit to the Authority, a Performance Guarantee, in the format prescribed in Annexure-IV for an amount equivalent to the higher of (a) 5% (five percent) of the total Financial Support amount to be provided to such Selected Airline in the first year of its operations subject to a minimum of Rs. Five lakhs (Rs. 5,00,000/-) per IAC Route; or (b) the amount prescribed for Proposal Security (as per Clause 13.1). Provided that, after the commencement of IAC Flight operations, the Selected Airline shall be entitled to replace its Performance Guarantee with another Performance Guarantee of an amount equivalent to 5% (five percent) of the total Financial Support amount to be provided to such Selected Airline in the first year of its operations subject to a minimum of Rs. Five lakhs (Rs. 5,00,000/-) per IAC Route and the same validity period. In such a case, the Authority shall return the previously submitted Performance Guarantee within a period of seven (7) days to the Selected Airline.

14. PROPOSAL VALIDITY

- 14.1 A Proposal shall remain valid for a period of 180 (one hundred and eighty) days from the Proposal Due Date.

15. COST OF PROPOSALS

- 15.1 The Applicants shall bear all costs associated with the preparation and submission of their Proposals, and Authority will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the Selection Process.



15.2 The Applicants are expected to examine all instructions, forms, terms and conditions in this NIE-P before submitting its Proposal. Submission of a Proposal that is not responsive in any respect shall be liable to be rejected by the Authority without assigning any reason.



SECTION IV

EVALUATION OF PROPOSALS



16. EVALUATION AND COMPARISON OF PROPOSALS

- 16.1 Proposals received under this NIE-P shall be evaluated, and the Selected Airline chosen, in accordance with the procedure set out in Sections 3.6 and 3.7 of the Scheme.
- 16.2 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal within the timelines set out in this NIE-P.
- 16.3 Notwithstanding anything to the contrary contained in this NIE-P, Authority may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Proposal that does not constitute a material deviation, and that does not prejudice or affect the relative position of any Applicant, provided it conforms to all the terms, conditions of this NIE-P and/or the Scheme without any material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects, in any substantial way, the scope, quality or performance of the contract; (ii) that limits, in any substantial way, inconsistent with this NIE-P or the Scheme, the Authority's rights or the Selected Airline's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Applicants, who are presenting responsive Proposals.
- 16.4 The waiver by Authority in terms of the Clause 16.3 hereinabove must be in writing and shall be limited to the specific infirmity, non-conformity or irregularity being waived. No waiver, forbearance, indulgence or relaxation or inaction by Authority shall in any way affect, diminish or prejudice the right of Authority to seek strict compliance or rectification of irregularity. Any waiver or forbearance by Authority shall not be construed as a waiver of any right or acquiescence to such irregularity or non-compliance or of the subsequent irregularity or non-compliance or of recognition of rights other than as expressly stipulated in this NIE-P. No party shall have any right to demand waiver or forbearance from the Authority. Waiver of any infirmity, non-conformity or irregularity on one occasion in favour of one Applicant shall not in any manner constitute a continuing waiver. The waiver, by Authority, of any infirmity, non-conformity or irregularity, in case of one Applicant shall not be deemed to be or construed as a waiver of any infirmity, non-conformity or irregularity, whether prior, subsequent or contemporaneous, in case of any other Applicant. Each of the rights of Authority under this NIE-P are independent, cumulative and without prejudice to all other rights available to it, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of Authority, whether under this NIE-P or otherwise.
- 16.5 Tests of responsiveness



- (a) Prior to evaluation of Proposals, the Authority shall determine whether each Proposal is responsive to the requirements of this NIE-P. A Proposal shall be considered responsive if:
 - (b) it is received as per the formats as specified in this NIE-P ;
 - (c) it is received by the Proposal Due Date including any extension thereof.
 - (d) it is accompanied by the Proposal Security as specified in Clause 13.1;
 - (e) it is accompanied by the Power(s) of Attorney as specified in Clause **Error! Reference source not found.** (a)
 - (f) it is accompanied by the Integrity Pact as specified in Clause **Error! Reference source not found.** (c);
 - (g) it contains all the information (complete in all respects) as requested in this NIE-P and/or documents accompanying the Proposal (in formats same as those specified);
 - (h) it does not contain any condition or qualification; and
 - (i) it is responsive in terms of the Scheme and the terms of this NIE-P.

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

17. INTEGRITY PACT

17.1 Each Applicant shall execute an Integrity Pact with the Authority in the format set out in Annexure-V.

17.2 The Authority has appointed an independent external monitor (“**IEM**”) for the purpose of monitoring the Selection Process and implementation of the Scheme for compliance with the principles specified in the Integrity Pact. The details of the IEM are as under:-

- (a) Sh. M P Juneja
(Retd. Addl. Member of Railway Board)
E-mail: mp.juneja@yahoo.com
Mob.: 09811733362
- (b) Dr. Anup K Pujari
IAS (Retd.)



E-mail: anup@nic.in Mob.: 09899210944

18. AUTHORITY'S RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSALS

18.1 Notwithstanding anything contained in this NIE-P, the Authority may accept or reject any Proposal, or annul the Selection Process and reject all Proposals, at any time during the Selection Process, without thereby incurring any liability to the affected Applicant or Applicants and shall not have any obligation to inform the affected Applicant or Applicants of the grounds for Authority's action.

18.2 Authority reserves the right to reject any Proposal and appropriate the Proposal Security, the Performance Guarantee, as the case may be, if:

- (a) At any time, a material misrepresentation is made or uncovered; or
- (b) The Applicant does not provide, within the time specified by Authority, the supplementary information sought by Authority for evaluation of the Proposal.

Such misrepresentation/improper response shall lead to the disqualification of the Applicant.

18.3 In case, it is found during the evaluation or at any time before signing of the SAA or after its execution and during the period of subsistence thereof, that:

- (a) the Applicant has made material misrepresentation, or and
- (b) has given any materially incorrect or false information,

the Applicant shall be disqualified forthwith if not yet appointed as the Selected Airline, and if the SAA has been entered into with the Selected Airline, the Authority may terminate the SAA, by a communication in writing by Authority to the Applicant/Selected Airline. The Authority shall not be liable in any manner whatsoever to the Applicant/Selected Airline. In such an event, Authority shall forfeit and appropriate the Proposal Security and/or the Performance Guarantee, as the case may be, to the extent deemed appropriate by the Authority, without prejudice to any other right or remedy that may be available to Authority.

18.4 Authority reserves the right to verify all statements, information and documents submitted by any Applicant. Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any right of Authority hereunder.

18.5 Proposals shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes 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, save and except as required under this Nle-P, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Proposals under consideration.

19. COMMUNICATION OF ACCEPTANCE, EXECUTION OF AGREEMENT AND COMMENCEMENT OF OPERATION OF IAC FLIGHT

- 19.1 After the determination of the Selected Airline, the Authority shall enter into the SAA with the Selected Airline within the time period set out in the LOA and in the format as provided in Annexure-VII. The Selected Airline, as the case may be, shall not be entitled to seek any deviation, modification or amendment in the SAA.
- 19.2 Authority shall issue a letter of award (the “**Letter of Award**” or “**LOA**”) in duplicate, to the Selected Airline after its selection, and the Selected Airline shall, within five (5) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof
- 19.3 Submission of the Performance Guarantee shall be a pre-condition to the execution of the SAA.
- 19.4 In the event, an executed counterpart of the SAA duly signed by the Selected Airline or the Performance Guarantee is not received by the stipulated date, the Authority may, unless it consents to any extension of time, appropriate the Proposal Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by Authority on account of failure of the Applicant to enter into the SAA, or submit the Performance Guarantee, as the case may be.
- 19.5 The Selected Airline shall commence the IAC Flight operations within a period of 180 days from the date of issue of Letter of Award by the Implementing Agency.

20. RETURN /FORFEITURE OF PROPOSAL SECURITY

- 20.1 The Authority shall promptly return the Proposal Security of unsuccessful Applicants at the earliest after the occurrence of any the following events, namely:
 - (c) the expiry of validity of Proposal Security;
 - (d) selection of Selected Airline; or
 - (e) the cancellation of the Selection Process.



- 20.2 For successful Applicants, the Authority shall promptly return the Proposal Security on receipt of Performance Guarantee as specified in Clause 13.1 from such Selected Airline and on execution of SAA.
- 20.3 Without prejudice to the specific provisions in this regard the Proposal Security and/ or the Performance Guarantee, as the case may be, shall be liable to be forfeited:
- (a) if the Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - (b) if the Applicant breaches any provision of the Integrity Pact;
 - (c) if the Applicant withdraws its Proposal during the Proposal Validity Period;
 - (d) if the Applicant withdraws or modifies its Proposal after opening of Proposals; or
 - (e) If the Selected Airline fails, within the specified time limit:
 - (i) to furnish the Performance Guarantee; or
 - (ii) to execute/ cause the execution of the SAA; or
 - (iii) to obtain a valid letter of designation for providing air transport services on the IAC Route(s) from the concerned authority as per AIC 03 of 2017 issued by DGCA before commencement of operations under the Scheme; or
 - (iv) to commence the IAC Flight operations on or prior to the deadline for commencement of operations.
- 20.4 The Authority may, if it considers necessary, solicit the Applicant's consent for an extension of the Proposal Validity Period. The request and responses thereto shall be made in writing. If an Applicant accepts to extend the period of validity of its Proposal, the validity of Proposal Security shall also be suitably extended. An Applicant may refuse the request without forfeiting its Proposal Security. An Applicant accepting the request shall not be permitted to modify its Proposal or impose any condition.
- 20.5 In case of withdrawal of the proposal by L1 Applicant (the Applicant with the lowest financial bid), the L2 (the Applicant with the second lowest financial bid) Applicant shall be asked to match the financial quote of the L1 Applicant.



21. CONFIDENTIALITY

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

22. VERIFICATION OF INFORMATION

22.1 Applicants are encouraged to submit their respective Proposals after ascertaining for themselves the site conditions, feasibility of the proposed IAC Routes, traffic, availability of slots, location, surroundings, climate, availability of power, water and other utilities / space for temporary construction (if any required), access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

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

- (a) made a complete and careful examination of the Scheme, this NIE-P, the draft SAA, the relevant bilateral Air Service Agreement between India and the concerned country (if any) and all other information provided by the Authority;
- (b) received all relevant information requested from the Authority;
- (c) satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal and complying with its obligations under the SAA; and
- (d) acknowledged that it does not have a Conflict of Interest.

22.2 The Authority shall not be liable for any inaccuracy, lack of data/information, omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

23. VERIFICATION AND DISQUALIFICATION

23.1 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant pursuant to this NIE-P and the Applicant shall, when so required by the Authority, make available all such information,



evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority hereunder.

23.2 The Authority may disqualify an Applicant if it finds at any time that:

- (a) the information submitted, concerning the qualifications of the Applicant, was false or constituted a misrepresentation; or
- (b) the information submitted, concerning the qualifications of the Applicant, was materially inaccurate or incomplete.

23.3 The Authority may require an Applicant, who was qualified, to demonstrate its qualifications again in accordance with the same criteria used to shortlist such Applicant, at any stage during the Selection Process. The Authority shall disqualify any Applicant that fails to demonstrate its qualifications again, if requested to do so. The Authority shall promptly notify each Applicant requested to demonstrate its qualifications again as to whether or not the Applicant has done so to the satisfaction of the Authority.



SECTION V

FRAUD AND CORRUPT PRACTICES



24. Fraud and corrupt practices

- 24.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process and during the subsistence of the SAA. Notwithstanding anything to the contrary contained herein, the Scheme or the SAA, the Authority may reject a Proposal or terminate the SAA, as the case may be, without being liable in any manner whatsoever to the Applicant or the Selected Airline, as the case may be, if it determines that the Applicant or the Selected Airline, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Proposal Security or Performance Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this NIE-P and/ or the SAA, or otherwise.
- 24.2 Without prejudice to the rights of the Authority under Clause 24.1 hereinabove and the rights and remedies which the Authority may have under the Scheme or the SAA, or otherwise, if an Applicant or Selected Airline, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the execution of the SAA, such Applicant or Selected Airline shall not be eligible to participate in any tender or Request for Proposal issued by the Authority during a period of 2 (two) years from the date such Applicant or Selected Airline, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 24.3 For the purposes of this Clause 24, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Selection Process or has dealt with matters concerning the SAA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process);



- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection 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 Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.



SECTION VI

MISCELLANEOUS



25. MISCELLANEOUS

- 25.1 The Selection Process shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 25.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (c) Suspend and/or cancel the Selection Process and/or amend and/or supplement this NIE-P;
 - (d) Process or modify the dates or other terms and conditions relating thereto;
 - (e) Consult with any Applicant in order to receive clarification or further information;
 - (f) Retain any information and/or evidence submitted to Authority by, on behalf of, and/or in relation to any Applicant; and/or
 - (g) 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.
- 25.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases Authority, its employees, agents, consultants and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in their respect, whether actual or contingent, whether present or future. No claim of any nature and to any extent whatsoever shall be made by any Applicant against Authority, its employees, agents, consultants and advisers.

26. FURTHER INFORMATION

- 26.1 Interested Applicants may obtain further information by referring to the website <https://etenders.gov.in/e procure/app/> or <http://www.aai.aero/> or obtain further information by sending their queries at CPP-Portal.



27. CORRESPONDENCE WITH THE APPLICANT

27.1 Save and except as provided in this NIE-P, the Authority shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any Proposal.



SECTION VII

ANNEXURES



ANNEXURE – I

Notice of Commencement of Bidding for “Selection of Airline(s) under the International Air connectivity Scheme- IACS UDAN; October, 2018”

1. MoCA has approved Scheme for enhancing air connectivity between Indian States and International destinations- UDAN-International October-2018. Government of Assam has requested to provide the air connectivity between Guwahati and cities of ASEAN, BBIN and SAARC countries. Accordingly, Airports Authority of India (AAI), Implementing Agency on behalf of Ministry of Civil Aviation (MoCA) and Government of Assam is hereby invites interested bidder for the submission of e-Proposals for International Air connectivity(IAC) routes in accordance with the Notice Inviting e-Proposals (NIE-P) and the Scheme.

Proposals are invited through e-bidding portal URL address:<https://etenders.gov.in/e procure/app/> or <https://www.aai.aero>

Registration for on line bidding: The prospective bidders are advised to get themselves register at CPP-Portal, obtain Login ID & Password and go through instructions available in the Home Page after log in to CPP-portal <https://etenders.gov.in/e procure/app/> or <https://www.aai.aero>. They should also obtain Digital Signature certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidder may also take guidance from AAI Help Desk Support through path aai.aero/tender/e-tender/help desk support.

I) for any technical related queries please call the Helpdesk. The 24 x 7 Help Desk details are as below: Tel: 0120-4200462, 0120-4001002, Mobile: 91 8826246593, E-mail: support-eproc@nic.in Bidders are requested to kindly mention the URL of the Portal and Tender ID in the subject while e-mailing any issue along with the contact details.

(II) For any further technical assistance with regard to functioning of CPP portal the bidder may contact to the following AAI help desk numbers on all working days only between

- (i) 08.00 hrs to 20.00 hrs (Mon-Sat)-011-24632950, Ext-3512 (Six lines), E-Mail:- eprochelp@aai.aero
 - (ii) 09.30 hrs to 18.00 hrs (Mon-Fri)-011-24632950 Ext-3523, E-Mail:- etendersupport@aai.aero & sanjeevkumar@aai.aero
 - (iii) 09.30 hrs to 18.00 hrs (Mon-Fri)- 011-24657900, E-Mail: - gmitchq@aai.aero
- a)

Eligibility Criteria; Please refer Clause no.3.2 of the Scheme.



Proposal Security(EMD); Applicants shall furnish as part of each Proposal of IAC Routes a Proposal Security Bank Guarantee (PSBG) for an amount of Rs. Five Lakhs (Rs.5,00,000/-). Proposal Security shall be submitted through irrevocable Bank Guarantee (As per Annexure- of NIE-P) issued by a Nationalized Bank or any Scheduled Bank in India but excluding a co-operative or a Gramin Bank or a regional rural bank, in favour of the Chairman AAI having validity for **Eight months** from the Due date of opening of Financial Proposal.

Tentative Timelines for e- Bidding for “Selection of Airline(s) under International Air connectivity Scheme- IACS UDAN; October, 2018”

The schedule for the Selection Process is as follows:

S.N.	Event description	Timeline
1.	Opening of window for Bidding and commencement of Registration, by the applicant (bidder) and submission of query if any, on e-bid portal	10/10/2018
2.	Pre-bid meeting with prospective bidders	17/10/2018
3.	Last date of submission of queries/suggestions	25/10/2018
4.	Reply of queries, if required, release of Corrigendum / Final Bid/ Scheme Documents on e-bid portal (CPP-Portal)	01/11/2018
5.	Due date for submission of e-Proposals	Up to 1700 hrs. on 22/11/2018
6.	Date of opening of Technical Bid/Proposal (Cover no.1)	From 1100 hrs on 26/11/2018
7.	Date of opening of Financial Bid/Proposal for valid technical proposal (Cover no.2)	To be intimated later on through CPP portal
8.	EMD (Proposal Security) in form of Bank Guarantee	INR 500000/-
9.	Validity of EMD (Proposal Security) Bank Guarantee	21/07/2019
10.	Date of declaration of Selected Airline Operator and issue of Letter of Award (LoA).	To be intimated later on through CPP portal



11.	Furnishing of Performance Guarantee(PG)	PG within 30 days of issue of Letter of Award or extended period accepted by Implementing Agency/ MoCA
-----	---	--

2. Following 3(three) covers shall be submitted through online at CPP-portal by the bidder as per schedule mentioned above.

Cover no. I:

Scanned copy of Proposal Security (EMD) Bank Guarantee

Cover no. II: Technical Bid

- Initialled Selected Airline Agreement;
- Power of Attorney for signing of Proposal in the format at Annexure-II;
- Integrity Pact signed by the Applicant in the format set out in Annexure-V;
- Certified copy of letter of designation issued by concerned authority of India/ or equivalent certificate(s) establishing the eligibility of airline operator for international operations;
- Certificate of Incorporation (CIN);
- Acceptance of AAI'S Notice Inviting Proposal conditions as per the Annexure - VIII

Cover no. III Financial Bid;-Financial e-bid through CPP-portal

As part of the Financial Proposal, the Applicant shall submit the following information.

- Route to be operated
- Passenger seating capacity of the proposed aircraft
- Number of passenger seats per IAC Flight for Financial Support under the Scheme (such that the percentage of seats quoted by the Applicant cannot be more than [60%] for operations through proposed aircraft) – (“**Bidding Parameter**”)
- Proposed aircraft to be deployed on the IAC Route
- Number of IAC Flights per week

3. Applicant (Bidder) shall ensure the submission/dropping of sealed envelope containing the **original Proposal Security (EMD) Bank Guarantee for required amount for Rs. 5 (five) lakhs as per Annexure of NIEP, on or before 26.11.2018 up to 1100 hrs in the Tender Box for RCS kept in the Reception at Entry Gate Rajiv Gandhi Bhawan, New Delhi-11003.**



Envelope containing above enclosures should be super scribed with:

Envelope to be opened not before 1100 hrs. on 26/11/2018, Proposal for IAC Route; ----- for Bidding under UDAN-International, Executive Director (RCS), Airports Authority of India, Room No. 222, A-Block Rajiv Gandhi Bhawan , New Delhi-110003, Due date of Proposal upto 1700 hrs on 22/11/2018

Name of airline operator:

4. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.

Any postal delay will not be entertained.

(REFER CLAUSE 8.4)

Further, the list of proposed IAC Routes along with the applicable Financial Support per Passenger Seat details are provided below:

S. N.	IAC Route (ex-Guwahati)	Tender Reference No.	Tender ID	Applicable Financial Support per Passenger Seat (in INR)
1.	Dhaka	AAI/RCS/IAC-1/2018	2018_AAI_16425_1	2,370
2.	Kathmandu	AAI/RCS/IAC-1/2018	2018_AAI_16426_1	2,710
3.	Kuala Lumpur	AAI/RCS/IAC-1/2018	2018_AAI_16427_1	7,350
4.	Yangon	AAI/RCS/IAC-1/2018	2018_AAI_16428_1	4,770
5.	Singapore	AAI/RCS/IAC-1/2018	2018_AAI_16429_1	7,880
6.	Bangkok	AAI/RCS/IAC-1/2018	2018_AAI_16430_1	4,400



ANNEXURE - II

POWER OF ATTORNEY

(REFER CLAUSE *Error! Reference source not found.*)

Know all men by these presents, We _____ (name of the firm/company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for “**Selection of Airlines under the International Air Connectivity Scheme**” including but not limited to signing and submission of all applications, Proposals and other documents & writings, and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Selected Airline Agreement (“SAA”) and undertakings consequent to acceptance of our Proposal, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the award of IAC Routes under the said Scheme and/ or upon award thereof to us and/ or till the entering into of the SAA with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20..

For _____

Witnesses:

1.

2.

Accepted

(Signature)
(Name, Title and Address of the Attorney)



Notes:

1. 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.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.



ANNEXURE - III

FORMAT FOR PROPOSAL SECURITY

(To be issued by a Nationalized Bank or any Scheduled Bank in India but not a co-operative bank, Gramin Bank or a regional rural bank)

(REFER CLAUSE 13.1)

(On Requisite Stamp Paper)

To
Chairman,
Airports Authority of India,
RG Bhawan, New Delhi-110003.

WHEREAS, Applicant (Name of Applicant) (hereinafter called “the Applicant”) has submitted his Proposal dated (date) for the “**Selection of Airlines under the International Air Connectivity Scheme**”.

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called “**the Bank**”) are bound unto Airports Authority of India (“AAI”), acting as the Implementing Agency on behalf of Ministry of Civil Aviation (“**MoCA**”) in sum upto Rs. (Rs. In words) for which payment well and truly to be made to AAI, the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20.....

The Conditions of this obligation are:

- (1) If after opening of the Proposals the Applicant withdraws, his Proposal during the period of validity of the Proposal (including extended validity of Proposal) except in the circumstances specified in the Notice Inviting Proposal dated [*insert date*] (hereinafter called the “**NiE-P**”) and the International Air Connectivity Scheme notified by the MoCA (the “**Scheme**”);
- (2) If the Applicant having been notified of the acceptance of his Proposal by the AAI:
 - (a) fails or refuses to execute the Selected Airline Agreement (“**SAA**”) in accordance with the Scheme and the NiE-P ,
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of the Scheme and this NiE-P , or
 - (c) fails or refuses to submit a fresh bank guarantee of an amount required under the Scheme and this NiE-P , against Performance Security after appointment as Selected Airline under the Scheme.



We unconditionally and irrevocably undertake to pay to the AAI the above mentioned amount fully upon receipt of its first written demand, without the AAI having to substantiate its demand, provided that in its demand the AAI will note that the amount claimed by it is due to it owing to the occurrence of one or more of the above conditions.

This Proposal Security will remain valid and in force up to and including the date that falls six months after the deadline for submission of Proposals as such deadline is stated in the NIE-P or as it may be extended by the AAI, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Proposal Security should reach the Bank not later than 17:00 hours IST on the aforesaid validity period.

In presence of:

Dated this _____ Day of _____

WITNESS

1. For and on behalf of (name of the Bank, branch & Code)

Signature-----

Name & Designation_____

Authorization No. _____

2. Name & Place_____

Address of Branch of Bank -----

Telephone number-----

e-mail Id-----

Bank's Seal

The above guarantee is accepted by Airports Authority of India,

For and on behalf of Airports Authority of India.

Acting as the Implementing Agency on behalf of Ministry of Civil Aviation

Signature _____

Name _____

Designation _____

Dated _____



ANNEXURE – IV

FORMAT FOR PERFORMANCE GUARANTEE

(To be issued by a Nationalized Bank or any Scheduled Bank in India but not a co-operative bank, Gramin Bank, or a regional rural bank)

(REFER CLAUSE 13.4)

(On Requisite Stamp Paper)

To
Chairman,
Airports Authority of India,
RG Bhawan, New Delhi-110003.

1. In consideration of the Chairman, Airports Authority of India (hereinafter called "AAI"), acting as the Implementing Agency on behalf of Ministry of Civil Aviation ("MoCA") having notified [*insert name of the Selected Airline*] as the proposed Selected Airline and having invited [*insert name of the Selected Airline*] to execute the Selected Airline Agreement between and..... (hereinafter "SAA") for the appointment of Selected Airline under the International Air Connectivity Scheme, [*insert name of the Selected Airline*] has agreed to submit to the AAI an unconditional and irrevocable bank guarantee for Rs.(Rupeesonly) for performance of obligations of the Selected Airline in accordance with the terms and conditions contained in the SAA.

We (indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Chairman of the AAI an amount not exceeding Rs. (Rupees---- only) on demand by the AAI.

2. We (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable, partially or in full, under this guarantee without any demure, merely on a demand from the AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the Selected Airline. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
3. We, the said Bank, further undertake to pay to the Chairman of the AAI any money so demanded notwithstanding any dispute or disputes raised by the Selected Airline in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unconditional.



The payment so made by us under his bond shall be a valid discharge of our liability for payment there under and the Selected Airline shall have no claim against us for making such payment,

4. We (Indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said SAA and that it shall continue to be enforceable, till all the dues of the AAI under or by virtue of the said SAA have been fully paid and its claims satisfied or discharged or till AAI has certified that the terms and conditions of the said SAA have been fully and properly carried out by the said Selected Airline and accordingly this guarantee may be released/discharged.
5. We (indicate the name of the Bank) further agree with the AAI that the AAI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of terms and conditions of the said SAA or to extend time of performance by the said Selected Airline from time to time or to postpone for any time or from time to time any of the powers exercisable by the AAI against the said Selected Airline and to forebear or enforce any of the terms and conditions relating to the said SAA and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said Selected Airline or for any forbearance or act of omission on the part of the AAI or any indulgence by the AAI to the said Selected Airline or by any such act or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the SAA.
7. We..... (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the AAI in writing.
8. This guarantee shall be valid upto..... unless extended on demand by the AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs (Rupees... only) or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

In presence of:

Dated this _____ Day of _____

WITNESS

For and on behalf of (name of the Bank, branch & Code)

1.

Signature-----

Name & Designation_____



2.

Authorization No. _____

Name & Place _____

Address of Branch of Bank -----

Telephone number-----

e-mail Id-----

Bank's Seal

The above guarantee is accepted by Airports Authority of India,

For and on behalf of Airports Authority of India.

Acting as the Implementing Agency on behalf of Ministry of Civil Aviation

Signature _____

Name _____

Designation _____

Dated _____

Note: *Date of validity for one year from Date of Commencement of IAC Flight operation



ANNEXURE - V

INTEGRITY PACT

(REFER CLAUSE *Error! Reference source not found.*)

This Pact made thisday of between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act, 1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices atin India, acting as the Implementing Agency on behalf of Ministry of Civil Aviation (“MoCA”) hereinafter called the AAI (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors ,officers. or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

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

WHEREAS the AAI intends to appoint, under laid down organizational procedures, airline operators under the International Air Connectivity Scheme (“Scheme”). The AAI, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Applicant.

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

AND WHEREAS the Applicant is submitting a Proposal to the AAI for
In response to the Scheme and this NIE-P dated Selected Airline is signing the contract for execution of

NOW, therefore,

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

Enabling the AAI to obtain the desired operations at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and



Enabling AAI to abstain from bribing or indulging in any corrupt practice in order to secure the SAA by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the AAI will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the AAI:

- 1.1 The AAI undertakes that no official of the AAI, connected directly or indirectly with the Scheme, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Applicant, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the Selection Process, Proposal evaluation, contracting or implementation process related to the SAA.
 - 1.2 The AAI will, treat all Applicants alike, and will provide to all Applicants the same information and will not provide any such information to any particular Applicant which could afford an advantage to that particular Applicant in comparison to other Applicants.
 - 1.3 All the officials of the AAI will report to the appropriate authority's office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Applicant to the AAI with full and verifiable facts and the same is prima facie found to be correct by the AAI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the AAI and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the AAI the proceedings under the contract would not be stalled.

3. Commitments of Applicants/Selected Airline.

The Applicant commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its Proposal or during post-selection stage in order to secure the operations or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The Applicant will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AAI, connected directly or indirectly with the Selection Process, or to any

person, organization or third party related to the contract in exchange for any advantage in the application, evaluation, contracting and implementation of the Scheme.

- 3.2 (i) The Applicant further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the AAI or otherwise in being appointed under the Scheme or forbearing to do or having done any act in relation to the execution of the Scheme or any other contract with the AAI for showing or forbearing to show favour or disfavour to any person in relation to the Scheme or any other contract with the AAI.
- 3.2 (ii) The Applicant has not entered and will not enter with other Applicants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of Proposals or any actions to restrict competitiveness or to introduce cartelization in the Selection Process.
- 3.3 The Applicant shall, when presenting his Proposal, disclose the name and address of agents and representatives and Indian Applicants shall disclose their foreign principals or associates.
- 3.4 The Applicant shall when presenting his Proposal disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this Proposal/Scheme.
- 3.5 The Applicant further confirms and declares to the AAI that the Applicant has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the AAI or any of its functionaries, whether officially or unofficially for the appointment under the Scheme, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Applicant, either while presenting the Proposal or before signing the SAA, shall disclose any payments he has made, is committed to or intends to make to officials of the AAI or their family members, agents, brokers or any other intermediaries in connection with the Scheme and the details of services agreed upon for such payments.
- 3.7 The Applicant will not collude with other parties interested in the Scheme to impair the transparency, fairness and progress of the Selection Process, Proposal evaluation, contracting and implementation of the Scheme.
- 3.8 The Applicant will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.



- 3.9 The Applicant shall not use improperly, for purposes of competition or personal gain ,or pass on to others, any information provided by the AAI as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Applicant also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Applicant will inform to the Independent External Monitor. i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit. iii) If he makes any payment to any AAI's Affiliate(s)
- 3.11 The Applicant commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Applicant shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Applicant or any employee of the Applicant or any person acting on behalf of the Applicant, either directly or indirectly, is a relative of any of the officers of the AAI, or alternatively, if any relative of an officer of the AAI has financial interest/stake in the Applicant's firm, the same shall be disclosed by the Applicant at the time filing of Proposal. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act, 2013.
- 3.14 The Applicant shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the AAI.
- 3.15 That if the Applicant, during Selection Process or before the selection under the Scheme or during execution of the Scheme has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Applicant into question, the AAI is entitled to disqualify him from the Selection Process or to terminate the contract for such reason and to debar the Applicant from participating in future selection processes.

4. Previous Transgression

- 4.1 The Applicant declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Applicants' exclusion from the Selection Process.
- 4.2 The Applicant agrees that if it makes incorrect statements on this subject, he can be disqualified from the Selection Process , if already selected, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.



5. Proposal Security/Performance Guarantee

While submitting the Proposal, the Applicant shall deposit a Proposal Security, and a Performance Guarantee on selection which is as per terms and conditions and details given in the Scheme and this NIE-P made available to the Applicants.

6. Sanctions for Violations/Disqualification from Selection Process and exclusion from future contacts.

6.1 Any breach of the aforesaid provisions by the Applicant or any one employed by it or acting on its behalf (whether with or without the knowledge of the Applicant) shall entitle the AAI to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Applicant. However, the proceedings with the other Applicant(s) would continue.
- (ii) To immediately cancel the SAA, if already signed, without giving any compensation to the Applicant.
- (iii) If the AAI has disqualified / debarred the Applicant from the Selection Process prior to the selection under section 2 or 3 or 4, the AAI is entitled to forfeit Proposal Security.
- (iv) To recover all sums already paid by the AAI, and in case of an Indian Applicant with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Applicant from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Applicant from the AAI in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the Performance Guarantee, if furnished by the Applicant, in order to recover the payments, already made by the AAI, along with interest.
- (vi) To cancel all or any other contracts with the Applicant. The Applicant shall be liable to pay compensation for any loss or damage to the AAI resulting from such cancellation/rescission and the AAI shall be entitled to deduct the amount so payable from the money(s) due to the Applicant.
- (vii) To debar the Applicant from participating in future Selection Processes for a minimum period of three years, which may be further extended at the discretion of the AAI.
- (viii) To recover all sums paid in violation of this Pact by Applicant(s) to any middleman or agent or broker with a view to securing the operations under the Scheme.
- (ix) In case where irrevocable Letters of Credit or Bank Guarantee have been received in respect of any contact signed by the AAI with the Applicant, the same shall not be opened.



- (x) That if the AAI has terminated the SAA or if the AAI is entitled to terminate the SAA under section 2 or 3 or 4 of Acceptance letter, the AAI shall be entitled to demand and recover from the Selected Airline damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
- (xi) That the Applicant agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Applicant can prove and establish to the satisfaction of the AAI that the disqualification / debarment of the Applicant from the Selection Process or the termination of the SAA after selection under the Scheme has caused no damage to the AAI.
- 6.2 The AAI will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the commission by the Applicant or any one employed by it or acting on its behalf (whether with or without the knowledge of the Applicant), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 That if the Applicant applies to the AAI for premature revocation of the debarment and proves to the satisfaction of the AAI that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the AAI may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Applicant for first time default.
- 6.4 That a transgression is considered to have occurred if the AAI is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5 The decision of the AAI to the effect that a breach of the provisions of this Pact has been committed by the Applicant shall be final and conclusive on the Applicant. However, the Applicant can approach the Independent External Monitor(s) appointed for the purpose of this Pact.
- 7. Allegations against Applicants / Sub-Contractors / Affiliates:**
- That if the AAI receives any information of conduct of an Applicant or sub-contractor or of an employee or a representative or an Affiliate of an Applicant or sub-contractor which constitute corruption, or if the AAI has substantive suspicion in this regard, the AAI will inform the Vigilance Department for appropriate action.
- 8. Independent External Monitor(s)**
- 8.1 That the AAI has appointed competent and credible Independent External Monitor(s) for this Pact.



- 8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Applicant or AAI.
- 8.3 That the IEM is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the AAI.
- 8.4 That the Applicant accepts that the IEM has the right to access without restriction to all project documentation of the AAI including that provided by the Applicant. The Applicant will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to sub-contractors and Affiliates. The IEM is under obligation to treat the information and documents of the AAI and Applicant / subcontractors/ Affiliates with confidentiality.
- 8.5 That as soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the management of the AAI and request the management to discontinue or heal the violation, or to take other relevant action. The IEM can in this regard submit his recommendations/ suggestions. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 That the AAI will provide to the IEM sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the AAI and the Applicant. The parties offer to the IEM the option to participate in such meetings.
- 8.7 That the IEM will submit a written report to the Chairperson of the Board of the AAI within 2 weeks from the date of reference or intimation to him by the AAI and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 That if the IEM has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The word 'IEM' would include singular and plural.

9. Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the AAI or its agencies shall be entitled to examine all the documents



including the books of accounts of the Applicant and the Applicant shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

10. Law and Place of Jurisdiction.

That this Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Headquarter /the Regional Headquarter / office of the AAI, as applicable.

11. Other Legal Actions

- 11.1 That the changes and supplements as well as termination notices need to be made in writing.
- 11.2 That if the Applicant is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. Pact duration (Validity)

- 12.1 That this Pact comes into force when both the parties have signed it. It expires for the Selected Airline 12 months after the final payment under the SAA, and for all other Applicants 3 months after the selection under the Scheme.
- 12.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the AAI.
- 12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

Applicants are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at _____ on _____

Buyer	APPLICANT
Name of the Officer	Authorized Signatory
Designation	Witness
Deptt./Ministry/PSU	1. _____
Witness	2. _____
1. _____	
2. _____	



ANNEXURE – VI

INTERNATIONAL AIR CONNECTIVITY SCHEME-UDAN INTERNATIONAL, OCTOBER 2018

(REFER CLAUSE 1.1)



ANNEXURE – VII
SELECTED AIRLINE AGREEMENT
(REFER CLAUSE 19.1)



ANNEXURE – VIII

UNDERTAKING TO BE PUT IN ENVELOPE

Date:

To,

Executive Director (RCS),
Airports Authority of India, CHQ,
Room No. 222,
Rajiv Gandhi Bhawan,
New Delhi-110003

Sir,

ACCEPTANCE OF AAI'S Notice Inviting Proposal CONDITIONS

1. The **Notice Inviting e-Proposal** Document for “**Selection of Airline(s) under International air connectivity Scheme- UDAN-International; October,2018**” have been available to me/us by Airports Authority of India and I/we hereby certify that I/we have read the entire terms and conditions of the Documents, Corrigendum and Reply to Query made available to me/us on e-tender portal of CPP which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I / We hereby unconditionally accept the conditions of AAI's Notice Inviting Proposal documents in its entirety for the above.
3. The contents of the Document have been noted wherein it is clarified that after unconditionally accepting the conditions in its entirety, it is not permissible to upload any additional file or put any remarks/conditions in the proposal uploaded in Envelope-I, II & III. In case, any condition(s) are found in Envelope-I & II then Envelope-III i.e. Price Bid shall not be opened, or if any condition found in Envelope-III i. e. Price Bid the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the 10% of earnest money.
4. I / We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe / gratification, I/We will immediately report it to the appropriate authority in AAI.
5. I / We hereby submit the required Earnest Money of
(Rs. Only) for this work and the scanned copy of EMD is attached here with.
6. I / We agree that “If at any stage, any information / documents submitted by us are found to be false, we shall not be considered for evaluation and liable for debarment from tendering in AAI, apart from any other appropriate / Legal action, including termination of the contract shall be taken if discovered at a later stage.”.

Thanking you,

Yours faithfully,

Date:



(Signature of the tenderer)
With rubber stamp